

600 Townsend St. Suite 125 San Francisco, California 94103 Customer: AppDynamics LLC
Account: appdynamics
Quote Number: Q-24628-4
Expires On: 6/27/2021
Prepared By: Tyler Livermore

## **Customer Order Form**

#### Bill To:

AppDynamics LLC 303 Second Street, 8th Floor, North Tower San Francisco, California 94107 United States

Subscription Term: 6/28/2021 to 6/27/2022

**Billing Frequency**: Annual **Payment Term**: Net 60

### Sold To:

Accounts Payable (AppDynamics)
AppDynamics LLC
303 Second Street, 8th Floor, North Tower
San Francisco, California 94107
United States

#### Invoice To:

accountspayable@appdynamics.com

Product(s)	Date Range	Term (Months)**	Qty	Monthly Unit Price**	Total Price (USD)
Standard	June 28, 2021 to June 27, 2022	12.0	500	\$31.20	\$187,199.97

SUBTOTAL:	\$187,199.97
TAX:	\$0.00
TOTAL:	\$187,199.97

# **Terms**

- This Order Form is issued pursuant to and governed by the terms of the Master Service Agreement Amendment 1 dated December 17, 2014, and any applicable amendments thereto by and between PagerDuty, Inc. ("PagerDuty") and Cisco Systems, Inc. ("Customer") and the Participating Addendum by and between AppDynamics LLC ("Customer") and PagerDuty, Inc ("PagerDuty") effective June 17, 2019 (collectively, the "Agreement") which is expressly incorporated herein by reference. To the extent that terms of the Agreement are in conflict with the terms and conditions of this Order Form, the terms and conditions of the Order Form shall control. This Order Form supersedes any other agreement/purported terms of any type, including without limitation, any previously executed Order Form, the terms of any purchase order or other ordering document that may be referenced herein or otherwise issued by the parties. Unless otherwise agreed to in the Agreement, payment is due in full sixty days from the date of the invoice. Upon execution of this Order Form, the foregoing payment obligations are non-cancelable and, except as expressly provided in the Agreement, payment is non-refundable.
  - \*\* The Terms (Months) and Monthly Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the rounded values displayed above, and are the true and binding totals for this order.
- 1.1 This Agreement and any associated orders will not automatically renew upon the expiration of all orders for Services hereunder. As such, upon the expiration of all orders for Services hereunder, this Agreement and any orders will automatically terminate unless renewed by mutual agreement of the parties. In the event of such expiration, Your access to the Services and Your related data will terminate. In Our discretion, We may choose to allow You to continue to access and use the Service for an additional thirty days, as We both negotiate new terms. If We agree to a new Subscription Term, the Agreement will renew, and the renewal Subscription Term will be effective from the expiration date of the prior Subscription Term.
- 1.2 For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Sold To" location provided by Customer on this Order Form.

Check here if your company is tax exempt:

- a. Please attach any/all exemption certifications or email documentation to accounts receivable @pagerduty.com
- b. The tax listed on your order form is only an estimate and is calculated at the net price.

Your invoice will reflect the final total taxes in effect at the time of invoicing and may differ from the amount listed on this order form

- 1.3 The subscription term for any Users added by Subscriber after the beginning of the then- current subscription term ("Additional Users") shall be coterminous with the then current subscription term for the existing Users. Subscription Charges for Additional Users shall be at the Subscriber's Subscription price under the then current subscription term. Any discount provided to Subscriber is applicable only to the initial subscription term detailed in this Order Form.
- 1.4 Customer acknowledges that a purchase order ('PO') is not required and is for administrative convenience only, and that PagerDuty has the right to issue an invoice and collect payment without a corresponding PO. If Customer issues a PO, the terms and conditions of the Agreement together with this Order Form shall take precedence over inconsistent terms and conditions in any corresponding PO, and additional terms and conditions contained in a PO will be of no force or effect. If Customer requires a PO number on its invoice, Customer shall provide a PO number on the Order Form. If Customer fails to provide a PO number, then (a) PagerDuty will invoice Customer without a PO number, and (b) Customer will pay invoices without a PO number referenced.
- Customer acknowledges and agrees that it must sign and return this Order Form to PagerDuty before the renewal term start date set forth in this Order Form ("Renewal Term Start Date") for any changes set forth herein to become effective. If the Subscription Term is set to auto-renew, and Customer fails to sign and return this Order Form before the Renewal Term Start Date, the Subscription Term will automatically renew at the same Total Price, plan and number of Users as set forth on the prior executed order form. If the Subscription Term is not set to auto-renew, and Customer fails to sign and return this Order Form before the Renewal Term Start Date, Customer's subscription to the Service shall expire, and their access to the Service will be terminated.
- Intending to be legally bound, the parties have had this Order Form executed by their duly authorized representative, effective as of the date of last signature below ("Order Form Effective Date").

### **Additional Information**

Is a Purchase Order required for the purchase or payment of the fees due on this Order Form?

If Yes, please enter PO number: If Yes, please enter PO Amount:

Please attach any/all exemption certifications or email documentation to accountsreceivable@pagerduty.com. Your order will be taxed using the applicable tax rate for your shipping address. The tax listed on your order form is only an estimate and is calculated at the net price. Your invoice will reflect the final total taxes in effect at the time of invoicing and may differ from the amount listed on this order form.

	PagerDuty, Inc		AppDynamics LLC		
Signature:	DocuSigned by:  Jeff Alley  853D29D95AE8450	Signature:	DocuSigned by:  Craig Wickersham  CESSCECBACD 1486		
Printed Name:	Jeff Alley	Printed Name:	Craig Wickersham		
Title:	Director, Revenue Accounting and Operat刊的s		General Counsel		
Date:	June 16, 2021	Date:	June 16, 2021		