



ORDER FORM

Account Information

Purchasing for

End Customer's Company Name AppDynamics LLC

End Customer's Street Address 303 2nd St, North Tower, 8th Floor, San Francisco

End Customer's State CA

End Customer's ZIP Code 92107

End Customer's Country US

End Customer's Primary Product User Contact

Full Name Linda Carlton

Email linda.carlton@appdynamics.com

Phone N/A

Billing Account Information:

Company Name AppDynamics LLC

Company Street Address 303 2nd St, North Tower, 8th Floor, San Francisco

Company State CA

Company Zip 92107

Company Country US

Primary Billing Contact

Full Name Accounts Payable

Email accountspayable@appdynamics.com

Phone N/A

A handwritten signature in blue ink, appearing to read "John".



Order

Please enter the item name and billing schedule for this order. eOne's items are available to review at the [eOne Shop](#).

If a subscription item is included, for Billing, you may elect to:

- Pre-pay for the annual amount & save 5%

If a perpetual item is included, for Billing, paying the 1st year annual enhancement plan is required with the purchase of the perpetual license. However, you may elect to align your next renewal date or use the default of one year.

Item Name	Quantity	Billing
Monthly Popdock Business Plan monthly subscription*	3	\$199
Total		\$597.00 USD

*eOne Solutions has agreed to allow AppDynamics to pre-pay for a three-month Popdock subscription. If your consumption (10,000 queries, 20 Popdock users) exceeds the limitations of your selected plan, you will be billed in arrears prior to being allowed to renew your subscription.

Signature

I certify that I have the authority to make this purchase. This Order Form shall be governed by the attached Terms of Services and its associated addendum.

Craig Wickersham

Full Name

General Counsel

Position

DocuSigned by:

 Craig Wickersham
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January 14, 2021

Date

After signing, please email this completed order form to sales@eonesolutions.com to receive an invoice.

Product keys, online accounts and services may be accessed upon eOne Solutions receipt of payment for this order.



ADDENDUM TO POPDOCK'S TERMS AND CONDITIONS

This Addendum dated January 5, 2021 ("Addendum Effective Date"), by and between AppDynamics LLC ("you", "your", or "AppDynamics") and eOne Integrated Business Solutions LLC ("we", "us", "our" or "Popdock") (the "Addendum"), amends the attached Terms and Conditions (the "Agreement"). In the event of a conflict between the terms of this Addendum and the terms of Agreement, the terms of this Addendum shall prevail.

WHEREAS, AppDynamics, has entered into an order form to use the www.popdock.com website and / or the Popdock mobile application (the "Service") operated by eOne Solutions;

WHEREAS, AppDynamics and Popdock wish to enter into this Addendum to amend certain terms and conditions of the Agreement.

Therefore, the parties agree as follows:

1. Addendum Terms and Conditions.

- a) Generally. Capitalized terms not otherwise defined herein shall be deemed to have the meanings set forth in the Agreement. The term "[t]his Agreement" shall mean the Agreement as amended by this Addendum.
- b) The second and third paragraph under the section "Subscriptions" are deleted in their entirety. For the purpose of clarity, AppDynamics's Subscription will not automatically renew.
- c) The following paragraph is added to the section "Indemnification":

Popdock agrees to indemnify you and your successors and assigns for all damages, costs, expenses and other liabilities, including but not limited to legal fees and expenses, relating to any claim arising out of or related to the Service, including third party intellectual property and infringement claims, or our breach of these Terms and any applicable law or the rights of another person or party. This indemnification section survives the expiration of your registration and applies to claims arising both before and after the registration ends.

- d) The section "Limitation of Liability" is deleted and replaced in its entirety with:

Except for Popdock's breach of its confidentiality and indemnification obligations herein, neither party shall be liable for any damages suffered as a result of using the Service. In no event shall either party be liable for any indirect, punitive, special, incidental or consequential damage (including loss of business, revenue, profits, use, privacy, data, goodwill or other economic advantage) however it arises, whether for breach of contract or in tort, even if it has been previously advised of the possibility of such damage. Each party shall have the sole responsibility for adequate security protection and backup of data and/or equipment used in connection with usage of the Service and will not make a claim against for lost data, re-run time, inaccurate instruction, work delays or lost profits resulting from the use of the Service. Except for Popdock's breach of its confidentiality obligations herein, and without limiting the foregoing, in no event will our aggregate liability to the other party exceed, in total, the amounts paid by AppDynamics to us.

- e) A new section "Affiliates Rights" is added to the Agreement:

Subject to the terms of this section, any AppDynamics affiliate may purchase Services directly under this Agreement by entering into an Order Form with Popdock. Each Order Form: (i) will incorporate by reference and be governed by the terms of this Agreement; (ii) is deemed to be a separate contract between the AppDynamics entity that directly entered into the Order Form and Popdock; and (iii) is an independent contractual obligation from any other Order Form. For an Order Form directly entered into by a AppDynamics affiliate, Popdock shall perform its obligations under the SOW as if this Agreement had been executed directly between Popdock and the AppDynamics affiliate entering into the Order Form. Each AppDynamics entity shall be severally liable for its own obligations under each Order Form it has entered into pursuant to this Agreement and shall be bound by and solely responsible for the performance of all of its obligations including, payment obligations, under such Order Form.

- f) A new section "Confidentiality" is added to the Agreement:

"Confidential Information" means all information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party") that is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential due to the nature of the information and the circumstances surrounding the disclosure. The Receiving Party will: (a) not use the Disclosing Party's Confidential Information for any purpose outside of this Agreement; (b) not disclose such Confidential Information to any person or entity, other than its affiliates, employees, consultants, agents and professional advisers who have a "need to know" for the Receiving Party to exercise its rights or perform its obligations hereunder, provided that such affiliates, employees, consultants, and agents are bound by agreements or, in the case of professional advisers, ethical duties respecting such Confidential Information in accordance with the terms of this section; and (c) use reasonable measures to protect the confidentiality of such Confidential Information. If the Receiving Party is required by applicable law or court order to make any disclosure of such Confidential Information, it will first give written notice of such requirement to the Disclosing Party, and, to the extent within its control, permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in its Confidential Information, and provide cooperation to the Disclosing Party in seeking to obtain such protection.

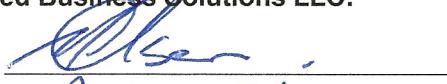
This section will not apply to information that the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt without any restriction on its disclosure; (b) is or has become public knowledge or publicly available through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (d) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party acknowledges that unauthorized disclosure of the Disclosing Party's Confidential Information could cause substantial harm to the Disclosing Party for which damages alone might not be a sufficient remedy and, therefore, that upon any such disclosure by the Receiving Party, the Disclosing Party may seek appropriate equitable relief in addition to whatever other remedies it might have at law or equity.



g) A new section "Representations and Warranties" is added to the Agreement:

Popdock represents and warrants that a) the Service does not infringe on the rights of a third party, and b) Popdock's data collection complies with all applicable laws and that it will comply with its own privacy policy.

eOne Integrated Business Solutions LLC:

Signature: 

Name: Martin Olsner

Title: CEO

Date: 1/14/2021

AppDynamics LLC:

Signature: 

Craig Wickersham

DocuSigned by:

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Name: Craig Wickersham

Title: General Counsel

January 14, 2021

Terms and Conditions

Last updated: September 27, 2016

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the www.popdock.com website and the Popdock mobile application (the "Service") operated by eOne Solutions ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. You warrant that you are at least 18-years-old and you are legally capable of entering into binding contracts. If you are under 18-years-old, you warrant that you have obtained consent from your parent or guardian and they agree to be bound by these Terms on your behalf.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Subscriptions

This Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set on a monthly basis.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or eOne Solutions cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting eOne Solutions customer support team.

A valid payment method, including credit card, is required to process the payment for your Subscription. You shall provide eOne Solutions with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize eOne Solutions to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, eOne Solutions will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

Free Trial

eOne Solutions may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("Free Trial").

You may be required to enter your billing information in order to sign up for the Free Trial.

If you do enter your billing information when signing up for the Free Trial, you will not be charged by eOne Solutions until the Free Trial has expired. On the last day of the Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, eOne Solutions reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.



Fee Changes

eOne Solutions, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

eOne Solutions will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

Refunds

Except when required by law, paid Subscription fees are non-refundable.

Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You agree to be fully responsible for activities that relate to your account or your password. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by eOne Solutions.

eOne Solutions has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that eOne Solutions shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We only provide links to external websites as a convenience, and the inclusion of such a link to external websites do not imply our endorsement of those websites. You acknowledge and agree that when you access other websites on the Internet, you do so at your own risk.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.



Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith.

If applicable law requires us to provide notice of termination or cancellation, we may give prior or subsequent notice by posting it on the Service or by sending a communication to any address (email or otherwise) that we have for you in our records.

Indemnification

As a condition of your access to and use of the Service, you agree to indemnify us and our successors and assigns for all damages, costs, expenses and other liabilities, including but not limited to legal fees and expenses, relating to any claim arising out of or related to your access to and use of the Service or your breach of these Terms and any applicable law or the rights of another person or party.

This indemnification section survives the expiration of your registration, and applies to claims arising both before and after the registration ends.

Limitation Of Liability

You agree that we shall not be liable for any damages suffered as a result of using the Service.

In no event shall we be liable for any indirect, punitive, special, incidental or consequential damage (including loss of business, revenue, profits, use, privacy, data, goodwill or other economic advantage) however it arises, whether for breach of contract or in tort, even if it has been previously advised of the possibility of such damage.

You have sole responsibility for adequate security protection and backup of data and/or equipment used in connection with your usage of the Service and will not make a claim against for lost data, re-run time, inaccurate instruction, work delays or lost profits resulting from the use of the Service.

Without limiting the foregoing, in no event will our aggregate liability to you exceed, in total, the amounts paid by you to us.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.



eOne Solutions its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, or destruction or unauthorized access or, alteration of or use of record in connection with the use or operation of the Service, whether for breach of contract, tortious behaviour, negligence or any other cause of action.

We make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the content contained on the Service for any purpose. Any reliance you place on such information is therefore strictly at your own risk. We disclaim any express or implied warranty representation or guarantee as to the effectiveness or profitability of the Service or that the operation of our Service will be uninterrupted or error-free. We are not liable for the consequences of any interruptions or error in the Service.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of New South Wales, Australia, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect.

It is your sole responsibility to periodically check these Terms for any changes. If you do not agree with any of the changes to these Terms, it is your sole responsibility to stop using the Service. Your continued use of the Service will be deemed as your acceptance thereof.

Contact Us

If you have any questions about these Terms, please contact us.

