ORACLE

ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA
94065

Name	AppDynamics LLC	**Contact**	Kate Faherty
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	San Francisco CA 94107		

Programs and Program-Related Service Offerings

Item	Part Number	Description / License Type	Quantity	Net Fee
1.0	L106192	MySQL Enterprise Edition Subscription (1-4 socket server)	1800	0.00
1.1		**MySQL Enterprise Edition Subscription (1-4 socket server)**		111,600.00
		Programs and Program-Related Service Offerings Fees		111,600.00

Fee Description	Net Fee
Program-Related Service Offering Fees	111,600.00
Total Fees	111,600.00

*As defined in section B.2 below
**In accordance with the terms of Section D.1below

A.AGREEMENT AND MODIFICATIONS TO THE AGREEMENT

1. Agreement

This order incorporates by reference the terms of the Oracle ISV Master Agreement **US-OPN-MA-ISV-15024220-01-JAN-2014** and all amendments and addenda thereto (the "Master Agreement"). The following defined terms in the Master Agreement shall have the same meaning as the stated terms in this order: "agreement" and "Master Agreement", "Programs" and "Programs", "Program Documentation" and "Program Documentation"; "services" and "Program-related Service Offerings"/"Hardware-related Service Offerings"; "Software Updates" or "Product Support" and "Software Update License & Support"; "You/Your" and "You/Your".

2. Amendments to the Agreement

Solely for the purposes of your use of the AppDynamics Pro and AppDynamics Lite proprietary applications (specified In Exhibit A and B) under this ordering document, the parties agree to make the following modifications to the Master Agreement:

In section O (Limitation of Liability), delete the second sentence of the section and replace it with the following:

"EXCEPT FOR (I) YOUR BREACH OF ANY PAYMENT OBLIGATION, (II) YOUR BREACH OFSECTION C (OWNERSHIP AND RESTRICTIONS), (III) YOUR BREACH OF SECTION M (ETHICALBUSINESSPRACTICES), (IV)YOUR VIOLATION OF ORACLE'S INTELLECTUAL PROPERTY,AND (V)ANY AMOUNTS DUE AND PAYABLE BY YOU PURSUANT TO SECTION Q.5 (AUDIT), AND EXCEPTWITH RESPECT TO THE EXCLUSIVE INFRINGEMENT INDEMNIFICATION IN SECTION F ABOVE,EITHER PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TOTHE AMOUNT OF FEES YOU PAID ORACLE FOR THE PROGRAMS UNDER THIS AGREEMENTGIVING RISE TO THE LIABILITY, AND IF SUCH DAMAGES RESULT FROM YOUR USE AND/ORDISTRIBUTION OF PROGRAMS OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEESYOU PAID ORACLE FOR THE DEFICIENT PROGRAM OR SERVICES UNDER THIS AGREEMENT GIVING RISE TO THE LIABILITY."

B. PREPAID ANNUAL SUBSCRIPTION RIGHTS

1. Internet Hosting

Notwithstanding the terms of the Master Agreement, You shall have the right to order the Limited Use Proprietary Programs (as defined in section D.1to provide internet hosting services to end users under this order from the effective date hereof to **January 1, 2021** ("**Ordering Term**"), and to use such Limited Use Proprietary Programs for the duration of such subscriptions ("**Hosting Term**").

2. Prepaid Subscriptions

For the purposes of this order.

a. The term "**Controller(s)**"shall mean: a single central repository and analytics engine where all performance data is stored, baselined, and analyzed.

b. The term "**Annual Controller Subscription(s)**" shall be defined as: a one-year license to use the Limited Use Proprietary Program (listed in the table above section A) in a proprietary application hosting environment (as defined in section D.1) within a Controller.

In consideration of Your payment of **$111,600.00**("Prepaid Royalty"), during the Ordering Term, You may use the Limited Use Proprietary Programs as defined in section D.1and licensed under this order for the purpose of providing internet hosting services to end users ("**Prepaid Subscriptions**") as part of the **AppDynamics Pro** proprietary application specified on Exhibit A, Proprietary Application Hosting Registration Form. The subscription fee payable for each Prepaid Subscription will be **$62.00 per Annual Controller Subscription.**

You agree to submit to Oracle a quarterly report for Prepaid Subscriptions in accordance with the reporting requirements set forth in section B.3(Reporting) of this order. During the Ordering Term, the subscription fees due under such quarterly report shall be deducted from the amount of the Prepaid Royalty until such time as the Prepaid Royalty is reduced to zero.

The Prepaid Royalty payable to Oracle under this section is due within thirty (30) days of the signature date of this order. This payment obligation is non-cancelable, the sum paid is nonrefundable, is not subject to set-off for any reason, and is not subject to the completion or occurrence of any event after the effective date of this order.

In the event that You do not (a) use the limited use proprietary Programs in accordance With this order and the Master Agreement, then the Ordering Term and Your right to use the Limited Use Proprietary Programs under this order shall immediately terminate.

3. Reporting

In connection with Your internet hosting services under this order, You shall submit quarterly reports for the limited use propriety Programs within twenty (20) days of the last day of the quarter in which Your internet hosting services are provided to end users. In each quarterly report that You submit, You shall provide the following information: the name of the Limited Use Proprietary Programs hosted; the name, Including the date or version, of Your agreement With Oracle under which the Programs are being used (the Master Agreement name shall be **US-OPN-MA-ISV-15024220-01-JAN-2014**); the date of the end users order; and the total subscription fees payable to Oracle for that quarter. You must submit a report even if You do not owe any fees payable to Oracle for a particular quarter. Your quarterly report must be complete when submitted to Oracle and may not (a) require any

concessions (including requiring Oracle to perform any obligations or to incur any liability not set forth in Your quarterly report) or (b) be changed after it is submitted to Oracle. Oracle may require that You complete its most current standard ordering and/or reporting document, which Oracle will make available to You. For the purposes of this order, quarters shall start on the first day of January, April, July, and October.

4. Trial Subscriptions

Oracle grants You a non exclusive right to use the limited use proprietary Program(s) as part of Your **AppDynamics Pro** proprietary application specified In Exhibit A, Proprietary Application Hosting Registration Form, for the purpose of providing internet hosting service son a trial basis to no more than 1,000 end users, at any one time, for the end users' own Internal evaluation purposes (and not for development, prototype, training or technical support purposes) ("**Trial Subscriptions**"). Trial Subscriptions shall not exceed one-hundred eighty (180) days and shall be subject to the terms of this order and Master Agreement. If Your end users want to use a Trial Subscription for more than one-hundred eighty (180) days, then they must obtain an appropriate license and pay the appropriate fees. You must pay Oracle a fee for any Trial Subscriptions that You use as part of Your **AppDynamics Pro** propriety application for more than one-hundred (180)days pursuant to section B.2 above Programs provided for Trial Subscriptions are provided "as-is" and Oracle does not provide technical support or any warranties for these Programs.

5. AppDynamics Lite

Oracle grants You an exclusive right to use the proprietary Program(s) as part of Your **AppDynamics Lite** proprietary application, specified In Exhibit B, Proprietary Application Hosting Registration Form, during the Hosting Term, provided such **AppDynamics Lite** proprietary applications are:(a) limited-function versions of Your AppDynamics Lite proprietary application, (b) limited to twenty-four (24) hours of data that wall be marked for deletion and no longer accessible by the end user after twenty-four (24) hours, (c) limited to storing less than one (1) gigabyte of data, (d) hosted to end users at no cost to the end user, and (e) hosted to the end users for the purpose of introducing such end users to functionality In Your product and encourage sales of Your full-functioning products.

C. GENERAL TERMS

1. Commencement Date

The "**Commencement Date**" refers to the date of shipment of tangible media or the effective date of this order if shipment of tangible media is not required.

2. Summary of Fees

a. Listed above is a summary of net fees due under this order. All fees on this order are in US Dollars and are exclusive of any applicable shipping charges or applicable taxes.

b. The term of Your subscription is for one(1)year.

3. Pricing Invoicing and Payment Obligation

a. Program fees are invoiced as of the Commencement Date for the Programs.

b. In addition to the prices listed on the order, Oracle will invoice You for any applicable freight charges or applicable taxes, and You will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at http://www.oracle.com/contracts.

c. You understand that You may receive multiple invoices for the Products and Service Offerings You ordered.

d. Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Master Agreement.

e. In entering into payment obligations under this order, You agree and acknowledge that You have not relied on the future availability of any Hardware, Programs, or updates. However, (a) if You order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance With Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to You under this order and the Master Agreement.

You may change a Hardware order prior to shipment subject to the then current change order fee as established by Oracle from time to time. The applicable change order fees and a description of allowed changes are defined in the Order and Delivery Policies, which may be accessed at http://www.oracle.com/contracts.

4. Segmentation

The purchase of any products (i.e., hardware (including integrated software and operating system) and Programs) and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any products and related Service Offerings or other Service Offerings You may receive or have received from Oracle. You understand that You may purchase any products and related Service Offerings or other Service Offerings independently of any other products or Service Offerings. Your obligation to pay for (a) any products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other products or (b) other Service Offerings is not contingent on delivery of any products or performance of any additional/other Service Offerings. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

5. Source Code

Oracle may deliver source code as part of its standard delivery for particular Programs, operating system or integrated software; all source code delivered by Oracle is subject to the terms of the Master Agreement, the applicable order and the applicable Program Documentation.

6. Delivery and Installation

a. You are responsible for installation of the Programs unless the Programs have been pre-installed by Oracle on the Hardware You are purchasing under the order or unless You purchase installation services from Oracle for those Programs.

b. Oracle has made available to You for electronic download at the electronic delivery web site located at the following Internet URL: http://edelivery.oracle.com/the Programs listed above. Through the Internet URL, You may access and electronically download to the location indicated in this order the current production release (i.e., as of the effective date of this order) of the software and related Program Documentation for each Program listed above. Please be advised that not all Programs are available on all hardware/operating system combinations. For current Program availability, please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation under this order, electronic download or otherwise.

Provided that You have continuously maintained technical support for the Programs for the licensed quantities listed above, Oracle will make available to You for electronic download the updates provided under technical support to the Programs listed above.

Should You require a replacement copy of the software or Program Documentation, such replacement copy shall also be delivered electronically. You shall not be entitled to any replacement copy in the form of tangible media for the software or the Program Documentation.

You acknowledge and agree that (a) as of the effective date of this order, You have not received any tangible media for the Programs listed above, (b) any rights to receive tangible media granted under the agreement shall not be applicable to or provided for the Programs listed above or for any updates to these Programs, (c) You have requested to receive via electronic delivery all updates for the Programs listed above that are provided by Oracle under Oracle's technical support services, and (d) You are solely responsible for ensuring that You do not order tangible media from Oracle for the Programs which You receive via electronic delivery or for any updates to these Programs.

In the event that You order updates for delivery via tangible media shipment (e.g. shipment of CD Pack(s)), sales taxes and interest may be due, and You agree to reimburse Oracle for any applicable sales taxes and interest (the interest rate used will be the applicable state's rate on sales tax underpayments) related to acquisition of such updates (as specified in the agreement).

7. Pricing, Invoicing, and Payment Obligation

a. In entering into payment obligations under this order, You agree and acknowledge that You have not relied on the future availability of any Program or updates. However, (a) if You order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to You under this order and the Master Agreement.

b. Program fees are invoiced as of the Commencement Date for the Programs.

c. Program-related Service Offering fees are invoiced in advance of the Program-related Service Offering performance; specifically, technical support fees are invoiced annually in advance. The period of performance for all Program-related Service Offerings is effective upon the Commencement Date.

d. You understand that You may receive multiple invoices for the products and/or Service Offerings You ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at http://oracle.com/contracts.

8. Fees

Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Master Agreement.

9. Territory

a. The Program licenses included on this order are for use worldwide, subject to US export laws. b. To enable Oracle to provide support services and accurately report revenue for tax purposes, it is estimated that the Program licenses initially acquired hereunder shall be installed and/or accessed in each applicable country as listed below. Your use of the Programs is not limited to these estimates. All Programs listed in the table above section A of this order—100% usage in USA.

10. Customer Reference

Oracle may refer to You as an Oracle customer of the ordered Products and Service Offerings in sales presentations, marketing vehicles and activities.

11. Offer Validity

This order is valid through **28-FEB-2021**, and shall become binding upon execution by You and acceptance by Oracle.

12. License Definitions and Rules

This order incorporates by reference the terms of the License Definitions and Rules v121119, which may be viewed at http://www.oracle.com/contracts. To fully understand Your order, You need to review the applicable metric definitions, term designation and rules.

13. Order of Precedence

In the event of inconsistencies between the terms contained in this order and the Master Agreement, this order shall take precedence. This order will control over the terms contained in any purchase order.

14. Effective Date

The effective date of this order is 01-JAN-2021.

D. OTHER

1. Limited Use Proprietary Programs

The following Programs marked with two asterisks ("**") in the product table above Section A are limited to the following Limited Use Proprietary Program(s): MySQL Enterprise Edition Subscription. This Program may only be used with Your AppDynamics Pro and AppDynamics Lite proprietary applications as defined in the applicable Proprietary Application Hosting Registration Form attached as Exhibit A and Exhibit B.

EXHIBIT- A

PROPRIETARY APPLICATION HOSTING REGISTRATION FORM

You must complete this registration form in its entirety and submit it to Oracle with an ordering document for the limited use proprietary programs. Any rights granted to use the programs will be limited to the application detailed on this form and may not be combined with any additional functionality or additional application programs outside the scope of the application as described below. A separate registration form is required for each application that is functionally unique.

Your Name:	Appdynamics LLC
Your Location:	303 Second St, 8th flN Tower, San Francisco, CA, US

Limited Use Proprietary Programs (please enter the name of each Oracle program to be used with your application.):	
MySQL Enterprise Edition	

Application Information (please provide the information requested below):	
Name of Your Application:	AppDynamics Pro
Application description (please provide as much detail as possible):	Integrated software product for monitoring applications and servers.
Functions and objectives of the application (please provide as much detail as possible):	AppDynamics Pro is an Application Performance Monitoring solution which provides automatic application mapping, business transaction monitoring, code-level application performance diagnostics, proactive alerting, dashboards and reports. AppDynamics provides monitoring and trouble shooting capabilities for Java, .NET, PHP, node.js, SQL and NOSQL databases
Is this application comprised of separate application modules or components that are offered separately to end users?	No
Target markets and users:	Enterprise
Do you provide technical support on the application to your end users?	Yes
Does your application run on JAVA? (yes or no)	Yes
Application Architecture – please provide a detailed description as to how the application will interact with the Oracle programs.	MySQL is the storage engine for the application and server data used for monitoring and analysis.
How does the end user interact with the Oracle programs either directly or indirectly?	Indirectly as it is integrated with the AppDynamics application package.
If you provide more than one pre-set program configuration, please explain the different configurations. Can the end user configure the Oracle programs themselves?	The end user can not configure the Oracle programs.
Does the application program that is designed and developed by you eliminate program administration tasks by the end user by including all program administration functions within the application program? Please describe how the end user will manage ongoing program management (backup/recover, space management, user management)?	No - The end user is unaware of any Oracle programs integrated with the application package. The application package provides all user interfaces, control, analytics and reporting directly from the dashboard
Do you provide customization outside the prepackaged reports, or ad hoc reports that are developed by you and included in the application? If yes, please explain.	No
If the application must interface with another application or database, please explain how the end user will manage the transfer of data. (Are there predefined APIs to transfer data in the application package and must management of the data transfer be done through the application program?)	No
Are you providing support, customer service or education for all Oracle program operations to the end user? If yes, please explain.	Yes - We provide support for the complete application package without any education around the Oracle programs
Are you providing any administrative services to the end user? If yes, please explain.	No

EXHIBIT- B
PROPRIETARY APPLICATION HOSTING REGISTRATION FORM

You must complete this registration form in its entirety and submit it to Oracle with an ordering document for the limited use proprietary programs. Any rights granted to use the programs will be limited to the application detailed on this form and may not be combined with any additional functionality or additional application programs outside the scope of the application as described below. A separate registration form is required for each application that is functionally unique.

Your Name:	Appdynamics LLC
Your Location:	303 Second St, 8th flN Tower, San Francisco, CA, US

Limited Use Proprietary Programs (please enter the name of each Oracle program to be used with your application.):

MySQL Enterprise Edition	

Application Information (please provide the information requested below):	
Name of Your Application:	AppDynamics Lite
Application description (please provide as much detail as possible):	Integrated software product for monitoring applications and servers.
Functions and objectives of the application (please provide as much detail as possible):	AppDynamics Lite is an Application Performance Monitoring solution which provides automatic application mapping, business transaction monitoring, code-level application performance diagnostics, proactive alerting, dashboards and reports. AppDynamics provides monitoring and trouble shooting capabilities for Java, .NET, PHP, node.js, SQL and NOSQL databases. Based on AppDynamics Lite, it is limited to a single code agent and 24 hours of data.
Is this application comprised of separate application modules or components that are offered separately to end users?	No
Target markets and users:	Enterprise
Do you provide technical support on the application to your end users?	Yes
Does your application run on JAVA? (yes or no)	Yes
Application Architecture – please provide a detailed description as to how the application will interact with the Oracle programs.	MySQL is the storage engine for the application and server data used for monitoring and analysis.
How does the end user interact with the Oracle programs either directly or indirectly?	Indirectly as it is integrated with the AppDynamics application package.
If you provide more than one pre-set program configuration, please explain the different configurations. Can the end user configure the Oracle programs themselves?	The end user can not configure the Oracle programs
Does the application program that is designed and developed by you eliminate program administration tasks by the end user by including all program administration functions within the application program? Please describe how the end user will manage ongoing program management (backup/recover, space management, user management)?	Yes - The end user is unaware of any Oracle programs integrated with the application package. The application package provides all user interfaces, control, analytics and reporting directly from the dashboard.
Do you provide customization outside the prepackaged reports, or ad hoc reports that are developed by you and included in the application? If yes, please explain.	No
If the application must interface with another application or database, please explain how the end user will manage the transfer of data. (Are there predefined APIs to transfer data in the application package and must management of the data transfer be done through the application program?)	No
Are you providing support, customer service or education for all Oracle program operations to the end user? If yes, please explain.	Yes - We provide support for the complete application package without any education around the Oracle programs
Are you providing any administrative services to the end user? If yes, please explain.	No

AppDynamics LLC		Oracle America, Inc.	
Signature	*DocuSigned by:* *Craig Wickersham* CE58CECBACD1486...	Signature	*DocuSigned by:* *Jake Camarillo* 3C26488AB41E4BB...
Name	Craig Wickersham	Name	
Title	General Counsel	Title	
Signature Date	January 8, 2021	Signature Date	
Effective Date	(to be completed by Oracle)		

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	AppDynamics LLC	**Customer Name**	AppDynamics LLC
Customer Address	303 Second St 8th fl N Tower San Francisco CA 94107	**Customer Address**	303 Second St 8th fl N Tower San Francisco CA 94107
Contact Name	Kate Faherty	**Contact Name**	Kate Faherty
Contact Phone	+1 (415)4428400	**Contact Phone**	+1 (415)4428400
Contact Email	kate.faherty@appdynamics.com	**Contact Email**	kate.faherty@appdynamics.com