

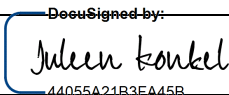
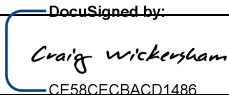


IMPLY ORDER FORM

Order Form Details

Effective Date:	January 31, 2021
License Start Date:	January 31, 2021
License End Date:	January 30, 2022
License Term:	12 Months
Support Level:	Mission Critical
License Type:	On-Premise License
Payment Schedule:	Annual
Payment Terms:	Net 60
Order Number:	d49AAC

SIGNATURES

ImPLY and Customer have executed this Order Form by their duly authorized representatives set forth below.			
ImPLY Data, Inc.		AppDynamics LLC	
Signature:	 44055A21B3FA45B...	Signature:	 CF58CECBACD1486
Name (printed): Julieen Konkel		Name (printed): Craig Wickersham	
Title: VP, Legal		Title: General Counsel	
Date: December 15, 2020		Date: December 15, 2020	

SUBSCRIPTION SOFTWARE AND CONSULTING SERVICES

Product	Year	Quantity	License Start Date	License End Date	Unit Price USD	Year 1 Fees USD
ImPLY Analytics Platform Mission Critical On-Premise	1	600 Million Metrics per Minute	January 31, 2021	January 30, 2022	\$360,000.00	\$360,000.00
Consulting Services per day		10		Use by January 30, 2022	\$3,500.00	\$0.00
Training Class per class		4		Use by January 30, 2022	\$5,000.00	\$0.00
Total Subscription Fees USD						\$360,000.00
Total Consulting Services Fees USD						\$0.00
Total Fees USD						\$360,000.00

SUBSCRIPTION SOFTWARE DEFINITIONS

Component	Definition
IAP Software	The ImPLY Analytics Platform (IAP) includes the following components: ImPLY Pivot, ImPLY Clarity, ImPLY UI Analytics, ImPLY Cluster Manager, ImPLY's distribution of Apache Druid and proprietary extensions to Druid.
Million Metrics per Minute	Metric captures values related to the systems AppDynamics monitors and observes. These numbers indicate the value at a certain point in time. Eg. number of errors in an application, number of users using an application. These observations are collected at a regular interval eg errors per minute, calls per second. These metrics are collected by AppDynamics agents or other sources and processed by AppDynamics data pipeline and utilized in the AppDynamics product in various use cases.

Agreement Terms:

- This Order Form is governed by the terms and conditions of the Master Agreement dated January 31, 2020 (the "Agreement"). All capitalized undefined terms shall have the same meanings as in the Agreement. Notwithstanding the restrictions set forth in the Section 1.3 of the Software and Support Services Schedule, Customer may operate the Software as a service bureau on behalf of end users.
- The License Term is one year as set forth in the table above. Customer may extend this Order Form for the same Unit Price and Quantity for one (1) year Renewal Term ("Renewal Term") beyond the License End Date set forth herein, with thirty (30) days written notice to ImPLY prior to the end of the current License Term and documented in a mutually executed Order Form.

**Software License and Support Services Terms:**

3. **Support Services (during the License Term):** Included in Software Subscription Fees, ImPLY shall provide Mission Critical Level Support Services for the aforementioned Software under ImPLY's Support Service terms (available at <https://imply.io/subscription-support-maintenance-terms>). ImPLY will also provide support to any product extensions, improvements, and enhancements that it makes generally available during the License Term to customers with similar subscription agreements. To receive Support Services, Customer must run the ImPLY Cluster Manager and Clarity.

Usage and Payment Terms:

4. The fees for the Software and Consulting Services shall be invoiced on the Effective Date of this Order Form. Customer agrees to pay all invoices under this Order Form within sixty (60) days of invoice receipt in accordance with the terms of the Agreement. Customer shall also provide payment processing information such as, but not limited to, purchase order, ACH and/or wire transfer details upon execution of this Order Form. All fees exclude applicable taxes.
5. If Customer exceeds the licensed capacity set forth in the table above, Customer shall promptly notify ImPLY and pay the applicable Fees for additional Software within 60 days of ImPLY's invoice. The fees for additional Software, in increments of 50 Million Metrics per Minute, will be as set forth in the table below, prorated by the number of days remaining in the then-current License Term.

Additional Metrics	Unit Price Per Metrics USD
50 Million Metrics per Minute	\$60,00.00

Consulting Services Terms:

6. The following Consulting Services shall be provided at no cost to Customer and used by the date shown above. Any consulting days not consumed by the Use by date shall be forfeited.
7. ImPLY will perform the Consulting Services either at Customer's site or remotely, as agreed between the parties.
8. Description of Consulting Services: For up to a maximum of ten working days (80 working hours) one or more designated ImPLY Solution Architects will perform the following Services:
- Cluster Review
 - Performance and stability review
 - System monitoring
 - Preparation of a report containing any suggested or required sizing and configuration adjustment
 - Knowledge transfer. Participate in pre-scheduled sessions with Customer to discuss:
 - Best practices
 - Performance optimization
 - ImPLY platform internals
 - Q&A and training sessions
 - Cluster Sizing
 - Review growth plans
 - Describe sizing methods
 - Support customer in sizing exercises
 - Implementation
 - Assist customer in the set up on new ImPLY clusters
 - Exclusions. Customer is responsible for any travel expenses incurrent in connection with the execution of the services herein described.

Description of Training Class: Four (4) training classes represents a total of sixteen (16) hours of remote training for up to a maximum of twelve (12) students to be used by the date shown above. Training classes not consumed by the Use by date shall be forfeited.

9. **Marketing Terms:** Upon mutual agreement, Customer shall support ImPLY's marketing activities.

DETAILS	IMPLY	CUSTOMER
Name:	ImPLY Data, Inc.	AppDynamics, LLC
Billing Address:	1633 Old Bayshore Highway, Suite 232 Burlingame, CA 94010	303 2 nd Street, 8 th Floor, North Tower San Francisco, CA 94107
Billing Contact	Accounts Receivable	Accounts Payable
Billing Email	ar@imply.io	accountspayable@appdynamics.com
Billing Phone	+1 415 685 8187	
Technical Contact	Support, support@imply.io	Bhanu Kovuri, bhanu.kovuri@appdynamics.com

PURCHASE ORDER REQUIREMENTS

X Required. Customer confirms that a purchase order IS required for payment.