



ORDER FORM

Onix Networking Support Services

Date	3/31/2021	Customer	AppDynamics LLC
Billing Information		Customer Contact Information	
Name	AppDynamics LLC	Name	DJ Jansen
Address	303 2nd St, North Tower, 8th Floor	Address	303 2nd St, North Tower, 8th Floor
	San Francisco, CA 94107		San Francisco, CA 94107
Telephone		Telephone	denise.jansen@appdynamics.com
Email		Email	
Activation Email		Contract Term	36 months
Domain Name	appdynamics.com	Onix Rep	hala@onixnet.com
Effective Date			
Please check one	<input checked="" type="checkbox"/> Purchase Order # <input type="checkbox"/> Purchase Order Not Required		
Support Services			
Description	Price	Quantity	Total
Premium Technical Support (3 years)	\$5,000	1	\$5,000
Customer Success Services (3 years)	\$15,000	1	\$15,000
		Annual Support Fees	\$20,000
		Total Support Services Fees	\$60,000
Billing Terms:	Net 60		
Notes:			



Onix Networking Support Services Agreement General Terms

This Support Services Agreement (SSA), including all Schedules and Attachments referenced herein, (the “Agreement”) is entered into by and between Onix Networking Corp., an Ohio corporation, with offices at 18519 Detroit Avenue, Lakewood, Ohio 44107 (“Onix”) and AppDynamics LLC, with offices located at 303 2nd St, North Tower, 8th Floor, San Francisco, CA 94107, hereinafter referred to as (“Customer”). This SSA is incorporated by reference to the Onix Networking Master Services Agreement (“MSA”) between Onix and Customer. In the event of an express written conflict between this SSA and the MSA, this SSA shall govern. The terms of the Agreement shall not be superseded by the terms of a Purchase Order or any other agreement, and any amendments shall be signed by both parties. Onix and Customer are sometimes referred to collectively herein as the “Parties” and individually as a “Party.” This Agreement is effective as of the date on the Order Form (the “Effective Date”) after both Parties have signed.

1. **General Definitions** – In this Agreement, the following primary definitions shall apply. Additional definitions may be included within Product Schedule(s), Service Level Attachment(s), or Support Add-On(s).
 - 1.1. **“Authorized Contact”** – An individual who has been designated by Customer as an administrator within the Production Environment, including relevant projects and data sources. An Authorized Contact must be pre-approved to take all of the following actions:
 - Submit technical support tickets
 - Communicate with the Onix Support Team
 - Review and discuss the details of Customer IT policies
 - Disclose/receive confidential information on behalf of Customer
 - 1.2. **“Customer Success Services” (“CSS”)** – Optional Onix program which includes services listed on the Support Add-On for CSS.
 - 1.3. **“Customer Success Team”** – Onix personnel (TAMs) assigned and dedicated to a specific customer as part of the Customer Success Services program.
 - 1.4. **“Effective Date”** - The date upon which the Support Services commence.
 - 1.5. **“End User”** – An individual who has access to Customer’s Production Environment.
 - 1.6. **“Onix Technical Support Team” (“Onix Support”)** - Onix personnel accepting and working technical support Tickets submitted by Customer’s Authorized Contact(s).
 - 1.7. **“Product Schedule”** - Attachment to this Agreement that provides specific definitions, requirements, and terms for the applicable product(s) and/or service(s) that are the subject of the Agreement.
 - 1.8. **“Production Environment”** - The primary domain, server, project, repository, instance, or other system from which Customer’s live solution operates.
 - 1.9. **“Scope of Support”** - Under this agreement, Onix Support will provide technical support and escalation assistance on the specific products and services listed in the Product Schedule(s) and deployed to Customer’s Production Environment. Onix Support may also, at their sole discretion, assist with related issues pertaining to services under their expertise.

- 1.10. **“Service Level Attachment”** - Attachment to this Agreement that provides the number of Authorized Contacts, a list of Response Times for each Ticket Priority Level, and the available Support Channels for the purchased level of service.
- 1.11. **“Support Add-On”** - Attachment to this Agreement that provides specific definitions, requirements, and terms for the additional Support Services that are the subject of the Agreement.
- 1.12. **“Support Channel”** - A means by which the Customer may submit Tickets and is defined by the Support Services selected by the Customer as detailed in the Service Level Attachment. A Support Channel may include the Onix Support Portal, email, chat or phone, or combinations thereof.
- 1.13. **“Support Fees”** - The Fees charged by Onix for the Support Services as specified on the Customer Order Form. Support fees are calculated based upon, as applicable, the total number of product licenses in the Production Environment and/or the total number of billed hours within the relevant project.
- 1.14. **“Support Portal”** - A secure website where a Customer may submit Tickets and track responses.
- 1.15. **“Support Services”** - The services to be provided to Customer by Onix Technical Support Team. The Support Services may include but are not limited to customer service communications through Support Channels, managing Support-related Customer records, issue triage, data gathering, advising workarounds, testing and reproducing technical issues, isolating an issue root cause, reassigning or escalating to other Onix teams or personnel, escalating to a vendor or other partner, or providing solutions. The Support Services do not include making changes to the Production Environment unless both Customer and Onix also complete a separate Agreement.
- 1.16. **“Response Time”** - The elapsed time starting from the time a new Ticket is logged with Onix Support and ending at the time at which the initial (non-automated) response is made to Customer.
- 1.17. **“Technical Account Manager”** (“TAM”) – Title for Onix personnel on the Customer Success Team.
- 1.18. **“Test Environment”** - Any non-production system intended for development, quality assurance, early access, "beta" or "alpha" testing, feature previews, or other non-critical purposes. While Onix Support may advise on best practices which could apply to these systems, the experimental and dynamic nature of such test environments excludes them from Support Services.
- 1.19. **“Ticket”** - A specific issue, question, or request identified by Customer that is submitted to Onix Support for resolution.
- 1.20. **“Ticket Priority Level”** - An indicator of the relative business impact and urgency of a Ticket based on a defined hierarchy.
2. **Support Offerings.** Support Offerings refers to the collection of various Support Services for applicable products offered by Onix. The specifics of the particular Onix Support Service(s) selected by the Customer are detailed in the Product Schedule(s), Service Level Attachment(s), and Support Add-On(s).
3. **Product Schedules.** Customer hereby agrees to the terms and conditions of the selected Product Schedule(s) incorporated by reference into the Agreement.
4. **Service Level Attachments.** Customer hereby agrees to the terms and conditions of the Service Level Attachment(s) incorporated by reference into the Agreement.
5. **Support Add-Ons.** Customer hereby agrees to the terms and conditions of the selected Support Add-On(s) (if any) incorporated by reference into the Agreement.
6. **Ticket Priority Levels** - A priority level which reflects both the severity of the issue and its business impact to the Customer. Customer is to indicate the Ticket Priority Levels upon submission of a new Ticket through the Support Portal to ensure intended Response Time (email requests are automatically assigned low priority). Onix Support reserves the right

to redefine a Ticket priority after it is submitted by Customer to align with the following hierarchy.

- P1: Urgent - Service Unusable in Production
- P2: High - Service Use Severely Impaired
- P3: Medium - Service Use Partially Impaired
- P4: Low - Service Fully Usable

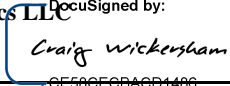
7. **Ticket Management** - Onix Support retains the right to close, re-open, split, combine, or otherwise manage Tickets in order to accommodate staffing and engineering resources, maintain issue focus, minimize redundancy, provide timely responses, and/or reach issue resolution.
8. **Customer Primary Responsibilities**. Listed below are the primary Customer responsibilities as part of the Agreement. Additional Customer responsibilities may be included within incorporated Product Schedule(s), Service Level Attachment(s), or Support Add-Ons.
 - 8.1. Customer is responsible for the payment to Onix of all Support Fees in accordance with the Order Form.
 - 8.2. Unless an End User Support Add-On is included in the Agreement, Customer shall only allow Authorized Contacts to open Tickets with Onix Support.
 - 8.3. Customer shall only open Tickets via the Support Channels defined as available in the incorporated Service Level Attachment(s).
 - 8.4. Customer shall provide Authorized Contact(s) with appropriate administrator credentials on the Production Environment. Preferably, Customer shall provide direct access to Onix Support as well to facilitate expedient support.
9. **Support Commitment**. The Support Services shall be operational as defined by the specific Product Schedule(s), Service Level Attachment(s), and Support Add-On(s). Onix Support is committed to meeting the Response Time for each Ticket Priority Level. Response Times are a guarantee that Customer's Ticket will be acknowledged and an initial assessment made within the specified time. However Onix Support cannot guarantee Ticket resolution within a specified time.
10. **Missed Response Time Reporting Process**. Customer must inform Onix Support in writing or email within ten (10) business days of the missed Response Time. Failure to comply with this requirement will forfeit Customer's right to receive a remedy for the missed response time as described in the Remedy section of this Agreement.
11. **Alterations by Platform Provider**. In the event of an alteration by the vendor or provider to the platform on which the solution rests, Customer understands and acknowledges that: (i) such alteration is beyond the reasonable control of Onix; and (ii) platform-provider alterations that affect the usability, functionality, or accessibility of Customer's solution are outside the scope of the Support Offerings covered by this Agreement. Such changes may require additional professional services to address, to be specified in a separate Statement of Work (SOW).
12. **Remedy**. If a Response Time is missed, and if Customer has fulfilled all of its obligations under the Agreement and none of the Exceptions in this Agreement applies, Customer shall have the following sole and exclusive remedy: Onix will provide Customer with one additional day of Support Services at the end of their Support Term for each Ticket with a missed Response Time. If a dispute arises about whether or not a Response Time was missed, Onix shall make a determination in good faith based on logs from its help desk system, which Onix will make available for auditing by Customer at Customer's request. Customer has direct access to a Ticket history via the Onix Support Portal. The history displays the exact date/time the Ticket was submitted, the date/time of the initial response, and the entire date/time history of all Ticket communications.
13. **Exceptions**. Onix shall not be liable for inadequate performance of its obligations under the Agreement to the extent caused by a circumstance beyond its reasonable control, including, without limitation, Domain Name Server issues outside its direct control, Internet service outage, labor strikes or shortages, riots, insurrection, fires, flood, storm, explosions, acts

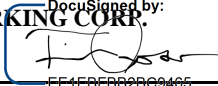
of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages.

14. **Termination.** The Agreement shall be valid for the Term unless terminated by the either Party (effective as of the end of the then current Term) by providing the other Party written notice thirty (30) days prior to the end of the applicable Term delivered in accordance with the Notices section of this Agreement.
15. **Fees and Billing.** Onix will bill Customer for Support Fees as specified on the Support Order Form on or after the Effective Date.
 - 15.1. All Support Fees are non-refundable for any Term.
 - 15.2. Total Fees are due sixty (60) days from the invoice date. Onix shall invoice Customer in three (3) annual invoices in accordance with the amounts on the Order Form above. All payment are due in U.S. dollars. Customer is responsible for any and all applicable U.S. taxes (other than Onix's income tax) associated with the Total Fees.
 - 15.3. Onix may revise its Support Fees with at least sixty (60) days prior written notice to Customer, effective for the following term.
16. **Assignment.** All assignments of rights under the Agreement by Customer without the prior written consent of Onix shall be void. The foregoing notwithstanding, consent shall not be required for an assignment occurring as a result of the merger or other corporate reorganization of Customer or the sale of substantially all of Customer's assets to a third party which would assume Customer's obligations hereunder.
17. **Severability.** If any term, condition or provision of this Agreement is held or determined to be void, invalid, illegal, or unenforceable in any respect, in whole or in part, such term, condition or provision shall be severed from this Agreement, and the remaining terms, conditions and provisions contained herein shall continue in force and effect, and shall in no way be affected, prejudiced or disturbed thereby.
18. **Waiver.** Failure to enforce any provision will not constitute a waiver.
19. **Headings.** The headings and titles of the various sections of this Agreement are intended solely for convenience of reference and are not intended to define, limit, explain, expand, modify or place any construction on any of the provisions of this Agreement.
20. **Amendments.** Any amendment must be in writing and expressly state that it is amending this Agreement.
21. **Notices.** All notices, acknowledgments or other written communications (referred to as "Notices") required to be given under this Agreement shall be in writing and shall be deemed to have been given and properly delivered if duly mailed by certified or registered mail to the other Party at its address set forth on the first page of this Agreement, or to such other address as either Party may, by written notice, designate to the other. Additionally, Notices sent by any other means (i.e., email, overnight delivery, courier, and the like) are acceptable subject to written confirmation of both the transmission and receipt of the Notice.
22. **Counterparts.** The parties may execute this Agreement in counterparts, including facsimile, PDF or other electronic copies which taken together will constitute one instrument.
23. **Relationship of the Parties.** Nothing herein shall be construed as creating a partnership, an employment relationship, or an agency relationship between the parties, or as authorizing either Party to act as agent for the other. Each Party maintains its separate identity.

24. **Entire Agreement.** This Agreement and the Exhibits hereto and any documents expressly referenced herein or therein is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

By signing below the parties acknowledge that they have received, understood and intending to be legally bound, agree to all of the provisions of this Agreement including the Schedules and Attachments set forth herein.

AppDynamics LLC DocuSigned by:

Signature _____
Print Name Craig Wickersham
Title General Counsel
Date April 16, 2021

ONIX NETWORKING CORP. DocuSigned by:

Signature _____
Print Name nothy S. Needles
Title President / CEO
Date April 16, 2021

**Onix Networking
Support Services Agreement
Product Schedule for LumApps**

This LumApps Product Schedule is entered into by and between AppDynamics LLC (“Customer”) and Onix Networking Corp. (“Onix”) as a Schedule to the Support Services Agreement (“SSA” or “Agreement”) and forms part of the Agreement between the Parties. Terms that are capitalized but not defined in this Schedule will have the meaning given in the Support Services Agreement.

1. **Specific Definitions** – The following definitions shall apply in addition to those listed within the SSA.
 1. **“LumApps Application”** (“LumApps” or “Application”) - LumApps services and software feature descriptions can be found at the following URL and periodically defined by LumApps SAS.
<https://www.lumapps.com/>
2. **Customer Additional Responsibilities**. The following Customer responsibilities shall apply in addition to those listed within the SSA.
 1. The Customer must maintain both a current Onix Support Service Agreement (SSA) and a current LumApps license agreement.
 2. Customer acknowledges that customizations made via Custom Application Development Project (such as special integrations or feature enhancements) are not covered under this Schedule. Onix may offer additional Product Schedules, including relevant Fees, to provide Support Services for Custom Development Projects.
3. Customer acknowledges that third-party software (from neither LumApps nor Onix) is not supported under this Schedule.
3. **Term**. The default term of this Agreement shall be twelve (12) months beginning on the Effective Date (the “Term”).

If Customer wishes to co-term these Support Services with another Support Product Schedule, Onix project Statement of Work (SoW), or product license agreements, then the Initial Term of this agreement may be for a period of less than twelve (12) months as designated on Order Form.

**Onix Networking Support Services
Service Level Attachment**

Premium Support

Supported Hours: 24x7x365

Ticket Priority Response Times:

- Urgent (P1) Response Time: 30 minutes
- High (P2) Response Time: 2 hours
- Medium (P3) Response Time: 4 hours
- Low (P4) Response Time: 8 hours

Authorized Contacts: 25

- Up to five as primary
- Up to twenty others as backups

Included Support Channels:

Onix Support Portal: Yes
Email Support: Yes
Phone Support: Yes
Chat Support: Yes

**Onix Networking
Support Services Agreement
Support Add-On for LumApps Customer Success Services**

This Customer Success Services (“CSS”) Support Add-On for LumApps is entered into by and between AppDynamics LLC (“Customer”) and Onix Networking Corp. (“Onix”) as a Schedule to the Support Services Agreement (“SSA” or “Agreement”) and forms part of the Agreement between the Parties. Terms that are capitalized but not defined in this Schedule will have the meaning given in the Support Services Agreement.

Onix Customer Success Services (CSS) provides the following services:

Assigned Technical Account Manager (TAM)

- Named LumApps expert assigned to your account
- Allocates up to an average of 4 hours per week to your account
- Technical point of contact to help organize interactions with Onix

White-Glove Support Experience

- Ability to reach out to your TAM via email, Hangouts, phone, etc. as needed to discuss issues
- TAMs can, as needed, create tickets on your behalf with the Technical Support Team at Onix or with LumApps Support directly
- TAMs actively monitor all customer tickets in the queue
- TAMs are generally available to customers during US Business Hours but no SLA is applied

Technical Support Escalation Assistance

- Technical point of contact for Onix or LumApps issue escalation

LumApps Roadmap Access and Details

- Access Onix prepared Roadmap summaries

Regular or Ad-Hoc Meetings

- Available to meet on a regular basis (up to multiple times per week)
- Subject to availability, able to join meetings as the need arises
- Review and discuss new and upcoming LumApps features
- Provide feedback on change management for upcoming features
- Onix and LumApps issue or ticket reviews
- Discuss ongoing projects with Onix or other third party services

Quarterly Service Reviews

- Quarterly meeting with your TAM and, as needed, others from Onix or LumApps
- Review of usage and adoption quarter over quarter
- Review of ticket metrics and feedback from the previous quarter
- Deep dive into the LumApps Roadmap and help plan for upcoming features

Invitation to Onix-Run Customer Meetups

- Onix delivers quarterly Customer Meetups (remotely) to our CSS customers to discuss common issues, questions and concerns of Admins within the LumApps solution