



Master Software Agreement

This Master Software Agreement dated March 29, 2022, (the "Effective Date") together with the order form executed and attached hereto (the "Order Form"), and any other exhibits, schedules and addenda attached hereto or to the Order Form constitute the Software Agreement (the "Agreement") made and executed by and between dmarcian, Inc. a Delaware C-corporation ("dmarcian"), and AppDynamics LLC and its affiliates "AppDynamics" or "you"). By executing the signature page to the Order Form, and in consideration of the mutual promises and the terms and conditions set forth below, dmarcian and AppDynamics hereby agree as follows:

Governing Law

This Agreement is governed in accordance with the laws of the State of California, United States.

Term and Termination

The term of this Agreement starts on the Effective Date and shall remain in effect until all Order Forms expire or until this Agreement is otherwise terminated in accordance with the terms hereunder. If either party commits a material breach of this Agreement, and such breach has not been cured within 30 days after receipt of written notice thereof, the non-breaching party may terminate this Agreement. If an Order Form is terminated by AppDynamics due to dmarcian's material breach, dmarcian will provide AppDynamics with a pro rata refund of any fees prepaid by AppDynamics applicable to the period following the effective date of termination of that Order Form. Either party may also terminate this Agreement upon written notice if the other party experiences insolvency or bankruptcy.

dmarcian reserves the right to terminate your access to the Site, without any advance notice if you breach your payment obligations (excluding undisputed payment obligations that you are disputing in good faith) as defined in the Order Form.

Links to Other Websites

Our Site contains a number of links to other third party websites and online resources that are not owned or controlled by dmarcian. These third party links may or may not be



applicable to You based on Your purchase; and You will not be bound by any such third party terms and conditions by simply accessing such third party websites. However, You acknowledge that dmarcian has no control over, and therefore cannot assume responsibility for, the content or general practices of any of these third party sites and/or services maintained by such third parties. For clarity, dmarcian shall remain responsible for all sites and/or services created, maintained, owned, or controlled by dmarcian.

Changes to This Agreement

Any changes to the Agreement will be agreed upon in writing between Customer and dmarcian.

Account Registration and Access

To register for the DMARC reporting Service and create an account, you (including any agent designated by you operating on your behalf) must complete the registration process by providing dmarcian with the information prompted by the Site. You shall protect your username and password and are responsible for activities that occur under or through your account. If you allow a third party to access the dmarcian Site on your behalf, you shall ensure that such third party is bound by, and abides by, the relevant usage terms of this Agreement. You agree to notify dmarcian immediately of any unauthorized use of your account or any other breach of security relating to your account or your use of the Site.

dmarcian may access your account, or information associated with your account, solely to provide required authorized professional services, account administration, support or maintenance, or for security-related reasons. Subject to the terms and conditions of this Agreement, you acknowledge and consent to such access.

Fees

Subscription Terms

Subscription terms including pricing, billing structure, and subscription term shall be detailed in the Order Form.



To view the specific details of your Plan, including pricing information and the end date of your subscription period, sign into your account and visit the account management page.

Billing Policies, Refunds, Overages, and Upgrade and Downgrade Terms

The fees for your Plan are billed in advance of each billing cycle. In the event you cancel your Plan for dmarcian's material breach of contract, where no cure has been made within the 30 day cure terms, dmarcian shall promptly provide a pro-rata refund of the Services fees that have been paid in advance for the remainder of the term. dmarcian shall not offer any refunds for termination for convenience, or for any reason other than material breach of contract.

Free Trial

Subscriptions to the dmarcian Site may begin with a free trial period during which you can try out the Site for 14 days from the date you register. There is no limit to the amount of data recorded on a registered website during the Free Trial Period. You may cancel your Plan at any time during the Free Trial Period by following the steps described in the "account cancellation" section. Upon cancelling your account, you may lose access to some data. dmarcian reserves the right to modify, cancel and/or limit the Free Trial Period without notice at any time.

Changes in Fees

We may change the fees for the Services upon each renewal period. dmarcian shall not increase fees by more than three (3) percent of the pre-discounted price for the next subscription term. Such changes will be effective as of the first billing cycle that occurs more than thirty (30) days after notice of our new fees or plan changes.

Payment of Fees

As an express condition of your use of and access to the DMARC reporting, you agree to pay all fees applicable to your Plan via the Order Form, any other fees for additional services you may purchase, and any applicable taxes in connection with your use of the dmarcian Site. We reserve the right to deactivate your access to the dmarcian Site for failure to pay undisputed applicable fees per the terms of the Order Form. Any disputed fees must be paid within 90 days following the invoice due



date. Contact will be made with AppDynamics 6 times following invoice due date to notify AppDynamics of the past-due invoice, and once the AppDynamics invoice is more than 90 days past due, the account will be suspended for failure to pay. Unless otherwise stated, all fees are stated in U.S. Dollars.

Account Cancellation

You may cancel your Plan by logging into account management or emailing us support@dmarcian.com. If you cancel your Plan, you may lose some access, upon the expiration of your current pre-paid period, to the Site and any data or information stored in your account.

Licenses

Subject to the terms of this Agreement, dmarcian grants to AppDynamics and its affiliates a non-exclusive, non-transferable, non-sublicensable worldwide right and license to use the Services, as designated in the relevant Order Form. Except as expressly set forth herein, you shall not reproduce, modify, or create derivative works of the dmarcian platform, or transfer, lease, lend, sublicense, use for resell or otherwise distribute or allow third-party access to all or any portion of the dmarcian platform.

License to Your Data

You represent and warrant that you have all rights, licenses, and consents required to license your data to dmarcian on these terms.

dmarcian Warranty:

dmarcian represents, warrants and agrees: that dmarcian's Services do not and will not: (a) infringe or misappropriate the intellectual property or proprietary rights of any third party, violate applicable law, or contain viruses (b) that dmarcian has full power, right and authority to enter into this Agreement, to carry out its obligations under this Agreement and to grant the rights granted to AppDynamics herein; and (c) that dmarcian has not previously or otherwise granted nor will in the future grant any rights to any third party which conflict with the rights herein granted by dmarcian.

Privacy Policy



This Privacy Policy describes the policies and procedures of dmarcian on the collection, use and disclosure of your data on dmarcian.com (the "Site") and the services, features, content or applications offered by dmarcian (collectively with the Site, the "Services"). dmarcian receives information about you from your use of the Services generally. When you use the Services, you are consenting to the collection, transfer, manipulation, storage, disclosure and other uses of your data as described in this Privacy Policy.

User-submitted Content

dmarcian collects information submitted by users such as DMARC XML aggregate files and information pertaining to the submission such as source IP address of submissions and time of submission. All content submitted anonymously (without being logged into the Services) may be retained by dmarcian indefinitely, even after you stop using the Services. All content submitted by you while logged into the Services may be retained by dmarcian until account deletion. Account deletion removes all content that was submitted to the Services while logged into the account.

IP Address Information and Other Information Collected Automatically

dmarcian automatically receives and records information from your web browser when you interact with the Services, including your IP address and cookie information. This information may be used to help dmarcian understand how users transit the Site, to fight spam/malware, to facilitate collection of data concerning your interaction with the Services and for other similar purposes.

Generally, the Services automatically collect usage information, such as the number and frequency of visitors to the Site. dmarcian may use this data in aggregate form, that is, as a statistical measure, but not in a way that would identify you personally. This type of aggregate data enables dmarcian to figure out how often individuals use parts of the Services so that dmarcian can analyze and improve them.

Email Communications

dmarcian collects email addresses and email communications from users to support the Services. dmarcian does not disclose email addresses to third parties, and does not send email to users on matters outside of the scope of the Services.

Human-friendly Reports



Information collected by dmarcian is used to generate human- friendly DMARC XML reports. Human-friendly reports are made available through obfuscated URLs that can be shared by the submitter with other users. dmarcian does not share obfuscated URLs with third parties, but users are free to do so.

Metrics and Analysis

dmarcian may use site statistics (such as clicks, navigation, and webserver logs) to improve the dmarcian website.

Email Correspondence

Email communications made to dmarcian are never shared by dmarcian with parties outside of dmarcian. Email addresses are not harvested, sold, or otherwise made available to third parties. dmarcian only uses email addresses for direct correspondence with users and for purposes important to the Services, such as password recovery.

Information Disclosed for the Protection of dmarcian and Others

dmarcian also reserves the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) detect, prevent, or otherwise address fraud, security or technical issues, (iii) respond to user support requests, or (iv) protect the rights, property or safety of dmarcian, its users and the public. This includes exchanging information with other companies and organizations for fraud protection and spam/malware prevention.

Human-friendly Reports

Human-friendly reports are made available through obfuscated URLs that can be shared by the submitter with other users. dmarcian does not share obfuscated URLs with third parties, but users are free to do so.

ECPA NOTICE

dmarcian treats email messages and other communications through this site (except for email messages posted to areas of this site that are viewable by others) as private.

Exceptions are those permitted by law, included under the Electronic Communications Privacy Act of 1986, 18 U.S.C. Sections 2701-2711 (the "ECPA"). The ECPA permits our limited ability to intercept and/or disclose electronic messages, including, for example (i) as



necessary to operate our system or to protect our rights or property, (ii) upon legal demand (court orders, warrants, subpoenas), or (iii) where we receive information inadvertently which appears to pertain to the commission of a crime. This site is not considered a "secure communications medium" under the ECPA.

Compliance with Email Communication Laws

dmarcian supports and complies with all laws governing its email communications and will update this policy as needed to ensure ongoing compliance.

Change in Privacy Policy

dmarcian reserves the right to modify the terms of this Privacy Policy, provided that no such update will result in a material degradation of the security measures described therein.

dmarcian will provide advance written notice of such changes. Users not agreeing to the modified Privacy Policy may stop the use of the Service. Continued use after such modifications have been posted shall be deemed acceptance of by user.

Confidentiality

"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 (collectively, "Individuals") 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; (c) use the highest standard of care to protect the confidentiality of such Confidential Information; and (d) ensure Individuals with access to Confidential Information are subject to individual confidentiality requirements at least as restrictive as those provided herein. 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.

Upon termination and as otherwise requested by AppDynamics, dmarcian will promptly return to AppDynamics all items and copies containing or embodying Confidential Information (including, without limitation, all deliverables and all work-in-progress).

Pursuant to 18 U.S.C. § 1833, dmarcian acknowledges and understands that an individual will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (i) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. dmarcian also acknowledges and understands that pursuant to 18 U.S.C. § 1833, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose a trade secret to the attorney of the individual and use the trade secret information in the court proceeding if the individual (i) files any document containing the trade secret under seal and (ii) does not disclose the trade secret, except pursuant to court order.

Indemnification

dmarcian agrees at its own expense to defend AppDynamics against any third party claims, demands, suits, or proceedings alleging that the Services infringe or misappropriate any patent, copyright, trademark or trade secret of a third party. dmarcian further agrees to defend, at its own expense, AppDynamics from any and all claims, demands, suits, or proceedings brought against AppDynamics by a third party to the extent such a claim arises from dmarcian's breach of its confidentiality obligations under this Agreement. If



AppDynamics' use of the Services is, or is in dmarcian's opinion likely to become, subject to such a claim, dmarcian, at its option and expense, may (a) replace the applicable Service with functionally equivalent non-infringing technology, (b) obtain a license for AppDynamics' continued use of the applicable Service; or (c) terminate the license and provide a pro-rata refund of the license fees that have been paid in advance for the remainder of the license term for the applicable Service.

AppDynamics will grant dmarcian the sole control of the defense and all related settlement negotiations, except that (a) AppDynamics may assist in the defense with counsel of its choice at its own expense and (b) dmarcian will not agree to any settlement that imposes a material obligation on AppDynamics without AppDynamics's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

Limitation of Liability

In no event shall AppDynamics be liable for any indirect, incidental, special, punitive or consequential damages, including damages for loss of revenues or profits, loss of use, business interruption, or loss of data, whether in an action in contract or tort (including negligence), even if the other party has been advised of the possibility of such damages. AppDynamics' liability for any damages (whether for breach of contract, misrepresentations, negligence, strict liability, other torts or otherwise) under this Agreement shall not exceed an amount equal to 100% of the total fees paid to dmarcian during the 12 months immediately preceding the claim giving rise to such damages. This limitation of liability is aggregate and not per incident. These limitations shall apply notwithstanding any failure of essential purpose of any remedy.

Security Obligations

dmarcian represents and warrants that it (1) will maintain SOC 2 certification and a written information security program appropriate for the Services, (2) follows industry-standard policies and provides features and internal practices to protect the security and integrity of AppDynamics' Confidential Information, (3) detect and prevent intrusions to the Services, and (4) require obligations consistent with the foregoing of dmarcian's providers related to the Services and ensure such providers are subject to appropriate information security diligence reviews. dmarcian will notify AppDynamics as soon as possible to security@appdynamics.com of any actual, suspected or threatened Security Incident (as



defined below) involving AppDynamics's Confidential Information. The notification provided to AppDynamics shall include, if known, and to dmarcian's knowledge as of the time of notice: (i) the general circumstances and extent of any unauthorized access to Confidential Information or intrusion into the computer systems or facilities on or in which Confidential Information is maintained; (ii) which categories of Confidential Information were involved; (iii) the identities of all individuals whose personal information was affected; and (iv) steps taken to secure the data and preserve information for any necessary investigation. The notification required to be delivered to AppDynamics under this Section shall be delivered promptly and in no event later than twenty-four (24) hours after dmarcian learns of any such actual, suspected or threatened Security Incident. dmarcian shall not delay its notification to AppDynamics for any reason, including, without limitation, investigation purposes. dmarcian shall cooperate fully with AppDynamics in investigating and responding to each successful or attempted security breach including allowing immediate access to dmarcian's facility by AppDynamics or AppDynamics's investigator, to investigate, and obtain copies of data as provided herein. "Security Incident" is when dmarcian knows or has reason to know that: (i) dmarcian has experienced an incident resulting in the unauthorized acquisition or unauthorized use of unencrypted Confidential Information, or encrypted Confidential Information and the confidential process or key that is capable of compromising the security, confidentiality or integrity of Confidential Information that creates a substantial risk of identity theft or fraud; or (ii) Confidential Information was acquired or used by an unauthorized person or used for an unauthorized purpose. In the event of any Security Incident, dmarcian will assist AppDynamics to provide notification and take other reasonable actions that AppDynamics, in AppDynamics's reasonable discretion, determines necessary in mitigating the effects of such Security Incident, at dmarcian's sole cost and expense, including but not limited to reimbursement of AppDynamics's reasonable out-of-pocket expenses in providing notification, credit reports and otherwise complying with the law with respect to such Security Incident.

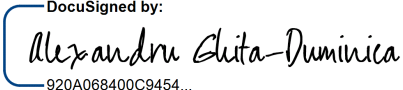
Miscellaneous Failure by either party to exercise any of its rights under, or to enforce any provision of this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect. This Agreement



together with the Order Form(s) represent the entire agreement between the parties and superseded any previous or contemporaneous oral or written agreements or communications regarding the subject matter of this Agreement. This Agreement shall control over additional or different terms of any other document.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

AppDynamics LLC

By: 920A068400C9454...

Name: Alexandru Ghita-Duminica

Title: General Counsel

Date: March 30, 2022

dmarcian, Inc.

By: 531C7D4E9CA549A...

Name: Deanna McKay

Title: VP of Global Finance & Operations

Date: March 30, 2022