SOFTWARE OEM LICENSE AGREEMENT

This Software OEM License Agreement ("**Agreement**") is effective as of the Effective Date and is entered into by observIQ and AppDynamics.

"**observIQ**"	Full legal name:	observIQ, Inc.
	State of Incorporation:	Delaware
	Postal address for legal notices:	3225 N. Evergreen Drive NE, Grand Rapids, MI 49525
	Email address for legal notices:	legal@observIQ.com
"**AppDynamics**"	Full legal name:	AppDynamics LLC
	State of Incorporation:	Delaware
	Postal address for legal notices:	303 Second Street, North Tower, 8th Floor, San Francisco, CA 94107
	Email address for legal notices:	legal@appdynamics.com
"**Effective Date**"	The date this Agreement is signed by the last party to sign.	
"**Term**"	Six Months	

1. **DEFINITIONS.**

1.1 "**Acquisition**" means any offer or proposal for any of the following and which agreement, offer or proposal observIQ is interested in pursuing: (i) an acquisition by merger or otherwise of 50% or more of observIQ's voting equity interests or those of any of its subsidiaries; or (ii) the sale of the Software or a controlling interest therein, or (iii) all or a controlling interest in the Intellectual Property Rights of observIQ and/or any of its Affiliates or subsidiaries, other than in the ordinary course of business.

1.2 **"Affiliate"** means any company which directly or indirectly controls, is controlled by, or is under direct or indirect common control with a party, or which is a wholly owned subsidiary of such party, where "control" means owning, directly or indirectly, at least 50% of the equity securities or equity interests of such entity.

1.3 "**Azure**" means the Microsoft Azure cloud platform.

1.4 **"Cloud Services"** means the cloud and application monitoring services that AppDynamics provides and hosts, including associated AppDynamics APIs, that provide visibility into the performance of cloud infrastructure, cloud-powered applications and hybrid systems**.**

1.5 "**Competitive Third Party**" means any party in the business of providing application performance monitoring software tools, application intelligence tools (including for the avoidance of doubt, analytics and end user monitoring) or server and infrastructure performance monitoring tools, including without limitation Amazon Inc., AppNetta, BMC Software, Broadcom, CA Inc., Compuware, Datadog Inc., Dynatrace LLC, Google, HP, IBM, Instana, Logicmonitor, ManageEngine, Micro Focus, Microsoft, New Relic Inc., Oracle, Riverbed Technology, SAP, SmartBear, SolarWinds, Splunk, Sumo Logic, and Tingyun, and VMWare.

1.6 "**Custom Data Collectors**" means the data collector software libraries for collecting performance metrics from Data Providers that will be built and packaged by observIQ through the provision of the Professional Services, which will enable the Cloud Service to ingest and process data from the Data Providers.

1.7 "**Data Provider**" means the individual software plugins set out in Attachment B for each third party technology being monitored for metrics or logging that enables the capture of metrics or logging data from such third party technology.

1.8 "**Deliverable**" any deliverable created through the performance of Professional Services, including the Custom Data Collectors.

1.9 "**Documentation**" means the written or electronic information provided by observIQ to AppDynamics that describes the Software, including any documentation identified in Attachment B.

1.10 "**End User**" means a third party to whom AppDynamics grants access to Cloud Services that include Licensed Materials for such party's own internal business purposes including third parties that purchase the Cloud Service and provide it as a managed service to other third parties.

1.11 "**GCP**" means the Google Cloud Platform.

1.12 "**Intellectual Property Rights**" means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

1.13 "**Licensed Materials**" means the Custom Data Collectors and Software in executable code form only, and the Documentation identified in Attachment B (Software).

1.14 "**Maintenance and Support Services**" means the maintenance and support services for the Software as detailed in Attachment C.

1.15 "**Professional Services**" means software development, customization or integration services and includes the professional services as detailed in Attachment D.

1.16 "**Software**" means the Data Providers identified in Attachment B, including any Updates to the Software.

1.17 "**Source Code Materials**" the source code of the Software and all technical information and documents required to enable AppDynamics to modify and operate the Software.

1.18 "**Update**" means any update to the Software whether a minor change to the Software to eliminate faults, defects and malfunctions or to introduce minor functionality, features or enhancements or a major new version with enhancements, new features and functionality and any corresponding updates to the Documentation.

2.   **LICENSE AND DELIVERY.**

2.1   <u>License Grant</u>. Subject to all the terms and conditions of this Agreement, observIQ grants AppDynamics and its Affiliates a nontransferable, nonexclusive, worldwide license to:

   i.   copy, use, reproduce, display and demonstrate the Licensed Materials solely as part of the Cloud Service or as described in this Agreement.

   ii.   sell, offer for sale, market and directly or indirectly through its supply chain distribute the Licensed Materials as part of the Cloud Service. All references in this Agreement to the "sale" or "selling," of Licensed Materials means the granting of a license to use such Licensed Materials in accordance with this section;

   iii.   permit AppDynamics' End Users to use the Licensed Materials as part of the Cloud Service;

   iv.   develop, maintain and test the Licensed Materials;

   v.   incorporate all or any portion of the Documentation into or with AppDynamics' documentation for the Cloud Service;

   vi.   provide support to End Users using the Licensed Materials in their use of the Cloud Service; and

   vii.   distribute the Software under an AppDynamics selected brand name.

2.2   <u>License Restrictions</u>. The Licensed Materials shall only be used in conjunction with Licensee's Cloud Services and not as only a software library. No provision of this Agreement includes the right to, and AppDynamics shall not, directly or indirectly: (a) enable any person or entity other than authorized End Users to access and use the Licensed Materials; (b) modify or create any derivative work based upon the Licensed Materials; (c) reverse engineer, disassemble or decompile all or any portion of, or attempt to discover or recreate the source code for, any software that is part of the Licensed Materials (except to the extent such restriction is limited under applicable law); (d) access the Licensed Materials in order to, or assist any third party to, build a competitive solution; or (e) use or permit others to use the Licensed Materials other than as described in this Agreement, or for any unlawful purpose. observIQ has the right to suspend AppDynamics access to and use of the Licensed Materials by giving no less than 15 business days' notice if AppDynamics is in breach of this Clause 2.2.

2.3   AppDynamics shall require all End Users to agree in writing to be bound by terms that are as protective of Licensor's Intellectual Property Rights as those in this Agreement,

2.4   Intellectual Property Ownership and Development.

   i.   observIQ owns all right, title, and interest in and to the Licensed Materials (excluding the Third Party Materials), and all Intellectual Property Rights therein. Except for the express licenses and rights set forth in this Agreement, there are no other licenses granted to AppDynamics, whether by implication, estoppel, or otherwise, and all rights not expressly granted are reserved. All references in this Agreement to the "sale" or "selling," of Licensed Materials means the granting of a license to use such Licensed Materials in accordance with this Agreement.

   ii.   observIQ will own all Intellectual Property Rights in all Deliverables and anything else it creates under this Agreement unless expressly agreed otherwise by the parties in an ordering document or statement of work.

   iii.   observIQ and AppDynamics may engage in reviews of feature, enhancement, and functionality requests that are escalated from either AppDynamics or observIQ personnel working with End Users.

   iv.   observIQ will continue to keep the Software working through issue resolution, debugging, root cause analysis, testing, quality assurance, and internal technical documentation. observIQ will make commercially reasonable efforts to adapt the Software to new

          underlying releases as well as AppDynamics releases and release a minimum of 4 Updates per year.

    v.   Based on a joint development and roadmap review, which the parties agree to conduct on at least a monthly basis, between AppDynamics and observIQ, observIQ will enrich the Software and actively develop agreed roadmap items and agreed timing for delivery of such roadmap items. The resulting developments will be included in the regular release cycles and Updates.

    vi.   In all cases where AppDynamics wishes to accelerate the agreed development timeline of a roadmap item, or requires the development of a Software feature or add-on component to Software that is not an agreed roadmap item, observIQ and AppDynamics shall agree to the terms of such development, including requirements, timing, costs, and expenses in a separate written agreement or statement of work. No such agreement or statement of work shall be binding on either party unless and until executed by both parties.

2.5   <u>Third Party and Open Source Software.</u> Any third party and open source software provided in connection with or included in the Software is subject to the applicable open source license agreement(s) referred to in Attachment B. observIQ shall be responsible for payment of any and all license fees payable to any third parties with respect to any third party and open source software included in the Software. observIQ will provide, concurrent with its delivery of the Software and each Update, a list of all third party and open source software components provided in connection with or included in the Software and each Update in a format mutually agreed upon by the parties, which shall include at least the following information regarding each component: component name, version number, project and code repository URLs, encryption information, and component license information.

2.6   <u>Delivery</u>. observIQ will deliver the Licensed Materials and Documentation electronically to the destination specified by AppDynamics on a mutually agreed delivery date.

2.7   <u>Escrow</u>. observIQ shall place the Source Code Materials into an escrow account with, and add AppDynamics as a beneficiary to such account, pursuant to a mutually agreed agreement with NCC Group Escrow Associates, LLC (the "**Escrow Agent**") at AppDynamics' expense within 60 days of the Effective Date. The Source Code Materials will be updated when Updates are made generally available. AppDynamics shall have access and license to the Source Code Materials in accordance with the terms of this Agreement solely to support existing End Users if any of the following events occur: (i) observIQ enters into any liquidation proceeding under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended; (ii) observIQ makes an assignment for the benefit of creditors; (iii) observIQ becomes insolvent or ceases doing business as a going concern or is unable to pay its debts as they are due; or (iv) observIQ materially breaches the Agreement, including the Maintenance and Support Services terms set forth in this Agreement, and does not cure such breach within 30 days of receipt of notice thereof from AppDynamics.

3.   **PROFESSIONAL SERVICES UPDATES, MAINTENANCE AND SUPPORT SERVICES.**

3.1   <u>Updates</u>. observIQ shall provide AppDynamics with Updates to the Licensed Materials free of charge and such Updates will be deemed part of the Licensed Materials. Unless otherwise agreed by the parties, observIQ shall provide Updates not later than observIQ makes such Updates generally available to other licensees.

3.2   <u>Maintenance and Support Services</u>. AppDynamics shall field and handle all incoming support calls from End Users relating to the Licensed Materials and attempt to resolve all issues. If AppDynamics help desk personnel cannot resolve an End User's issue at such stage, and such personnel, at their sole discretion, determine that the relevant End User issue relates to an issue, bug, or defect in the Licensed Materials, AppDynamics shall (a) assign the relevant support ticket(s) to observIQ within AppDynamics' customer help desk system (Zendesk, as of the

Effective Date), and (b) create a bug fix request in AppDynamics' help desk ticketing system assigning the fix request to observIQ. For support issues passed to observIQ. observIQ shall provide Maintenance and Support Services as described in <u>Attachment C</u> for the Licensed Materials in a manner that permits AppDynamics to satisfy the same support, end of life, and other obligations set forth in Attachment C, and does not put AppDynamics in breach of its obligations, including maintenance and support obligations owed to any End User, in each case at no additional cost to AppDynamics.

3.3 <u>Professional Services</u>.

   i.   observIQ will provide the Professional Services set out in Attachment D and any other statement of work referring to this Agreement, in accordance with applicable law, good industry practice, using reasonable skill and care and appropriately experienced and qualified personnel;

   ii.   AppDynamics may request that observIQ perform Professional Services in addition to those set out in Attachment D by providing observIQ with a written description of the Professional Services that it requires. Such requests shall be managed using the AppDynamics Field Support Flow process and workflow set out in <u>Attachment E</u>.Within 14 days of receipt of the written description from AppDynamics, observIQ shall provide a statement of work including an estimate for the total cost of the Professional Services based on an hourly rate of $200. Any statement of work will not be legally binding until agreed and executed by both parties.

4.   TRAINING, SALES, AND MARKETING.

4.1   <u>Training</u>. observIQ will provide, and AppDynamics will complete, reasonable technical training as mutually agreed.

4.2   <u>Trademarks.</u>   Subject to the terms and conditions of this Agreement, observIQ grants AppDynamics a non-exclusive, non-transferable, revocable license to use and reproduce the trademarks and trade names of observIQ ("**Licensor Marks**") for use in connection with the marketing and distribution of Cloud Services that include Licensed Materials. AppDynamics agrees to use Licensor Marks and to include the symbol ™ or ® as reasonably requested by observIQ. observIQ grants no rights in Licensor Marks other than those expressly granted in this Section. AppDynamics acknowledges observIQ's exclusive ownership of Licensor Marks.

4.3   AppDynamics will not adopt, use, or attempt to register any trademarks or trade names that are confusingly similar to Licensor Marks or in such a way as to create combination marks with Licensor Marks without observIQ's written approval.

4.4   At observIQ's request, AppDynamics will modify within three months or discontinue any use of Licensor Marks if such use does not comply with observIQ's then-current trademark usage policies and guidelines.

5.   PAYMENT.

5.1   <u>Fees</u>. As consideration for the licensing of the Licensed Materials and the provision of the Professional Services and Maintenance and Support Services, AppDynamics will pay to observIQ the Fees described in <u>Attachment A</u> and <u>Attachment D</u>.

5.2   <u>Invoices</u>. Unless otherwise stated in this Agreement, observIQ will invoice fixed fees monthly at the beginning of the month, and such fees will be due 30 days from receipt of invoice. If applicable, variable invoices will be invoiced within 30 days of the end of period and due upon receipt. Payments will be paid to observIQ in US Dollars. AppDynamics will pay interest on late payments at a rate of the lower of 2% per annum or the highest interest rate allowed by law.

5.3   <u>Taxes</u>. All government-imposed taxes, except for taxes based on observIQ's net income, are not included in the fees. Licensee will pay all other taxes for the licensing of the Licensed Materials

unless Licensee provides a valid tax exemption certificate.

6. **WARRANTIES.**

6.1 observIQ. observIQ warrants that:

    i.   the Licensed Materials will function in substantial conformity with the Documentation;

    ii.   it has all necessary rights and title to grant to AppDynamics the rights granted under this Agreement;

    iii.   the Licensed Materials are free from viruses and malicious code;

    iv.   it will carry out any software development work under this Agreement using industry standard secure software development practices;

    v.   it has not included or used any third party software, open source software or any libraries or code licensed from time to time under the General Public Licence (as those terms are defined by the Open Source Initiative or the Free Software Foundation) or anything similar in, or in the development of, the Software, nor does the Software operate in such a way that it is compiled with or linked to any of the foregoing (a "**Copyleft License**").

6.2 If, AppDynamics notifies observIQ of any defect or fault in the Software in consequence of which it fails to conform to any of the warranties in Section 6.1, observIQ shall, at observIQ's option, promptly repair or replace the Software. After receipt of any such notice observIQ shall respond and resolve the relevant defect or fault within the timescales specified in, and devoting such resources as are required under, Attachment C in accordance with the relevant priority classification, as if such defect or fault were within the scope of the Maintenance and Support Services.

6.3 observIQ does not warrant that the Licensed Materials will meet the requirements of AppDynamics or End Users, or that their operation will be uninterrupted or error free.

6.4 Except as expressly provided in this Agreement, Licensor provides the Licensed Materials "as is" without warranty. Licensor disclaims all other warranties, express or implied, including the implied warranties of noninfringement, merchantability, and fitness for a particular purpose.

7. **CONFIDENTIALITY.**

7.1 Definition. **"Confidential Information"** means information that one party (or an Affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient. The terms and existence of this Agreement shall be considered Confidential Information of each party.

7.2 Confidentiality Obligations. The recipient will not disclose the discloser's Confidential Information, except to employees, Affiliates, agents, or professional advisors ("**Delegates**") who need to know it and who have a legal obligation to keep it confidential. The recipient will use the Confidential Information only to exercise rights and fulfill obligations under this Agreement. The recipient may disclose Confidential Information when legally compelled by the rules of a recognized stock exchange, a court or other government authority. To the extent permitted by law, recipient will promptly provide the discloser with sufficient notice of all available details of the legal requirement and reasonably cooperate with the discloser's efforts to challenge the disclosure, seek an appropriate protective order, or pursue such other legal action, as the discloser may deem appropriate. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations.

7.3 No Rights. Except for the limited rights under this Agreement, neither party acquires any right, title, or interest in the other party's Confidential Information.

13

7.4   No Publicity. Neither party may make any public statement regarding this Agreement without the other party's prior written approval.

8.   **INDEMNIFICATION.**

8.1   observIQ Obligations. observIQ will defend and indemnify AppDynamics and its Affiliates, directors, officers, and employees against all claims, demands, suits, and settlement amounts approved by observIQ and any liabilities, damages, losses, costs, fees (including legal fees), and expenses suffered or incurred by the indemnified parties to the extent arising from an allegation or claim that the Licensed Materials or their use infringes or misappropriates any third party's Intellectual Property Rights.

8.2   Control of Defense. The indemnified party will tender sole control of the indemnified portion of the legal proceeding to the indemnifying party, but the indemnified party may appoint its own non-controlling counsel at its own expense; and any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent.

8.3   Other Remedies. In the event of an allegation that the use of the Licensed Materials infringes or misappropriates any third party Intellectual Property Rights, observIQ will do the following at its sole expense: (a) procure the right for AppDynamics to continue using the Licensed Materials in compliance with this Agreement; (b) modify the Licensed Materials to make them non-infringing without materially reducing functionality; (c) replace the Licensed Materials with a non-infringing, functionally-equivalent alternative; or (d) terminate this Agreement and refund any prepaid fees.

9.   **LIMITATIONS OF LIABILITY.**

9.1   Limitations. Subject to Section 9.2, (A)neither party will have any liability to the other for damages arising out of or relating to this Agreement, whether under contract, tort, or otherwise, including for negligence, that are: (1) indirect, special, incidental or consequential damages (including loss of profits or business)), or (2) exemplary or punitive damages; and (B) each party's aggregate liability to the other arising out of or relating to this Agreement will not exceed 300% the amounts paid plus payable to observIQ under this Agreement during the 12 months preceding the claim giving rise to such liability.

9.2   Exceptions to Limitations. Nothing in this agreement excludes or limits either party's liability for: (a) death or personal injury resulting from its negligence or the negligence of its personnel; (b) fraud or fraudulent misrepresentation; (c) breach of confidentiality or intellectual property rights; (d) its indemnification obligations; (e) willful default; (f) gross negligence; or (g) matters for which liability cannot be excluded or limited under applicable law.

10.   **TERM AND TERMINATION.**

10.1   Term. This Agreement will start on the Effective Date and continue until June 30th, 2022 unless terminated earlier in accordance with its terms. AppDynamics may terminate this Agreement at any time, without cause, with thirty (30) days' notice to observIQ. Upon termination of this Agreement, observIQ will provide AppDynamics, within 30 days, a refund of any prepaid fees for the balance of the undelivered Term pro rated to the date of termination. If AppDynamics has not prepaid any fees, AppDynamics agrees to pay observIQ all amounts due or accrued as of the date of such termination in accordance with this Agreement.

10.2   Insolvency Termination. Either party may terminate this Agreement if the other party terminates its business activities, becomes insolvent, files a voluntary bankruptcy petition, or makes an assignment for the benefit of creditors.

10.3   Material Breach. Either party may terminate this Agreement upon written notice if the other party materially breaches any provisions of this Agreement and fails to remedy that breach within 30 days after written notice thereof.

10.4   Wind-Down Period and Extension. The termination or expiration of this Agreement will not terminate any agreements between AppDynamics and End Users executed prior to the effective date of such termination. observIQ will continue to provide Maintenance and Support Services

13

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for such End Users until the then-current term of each such End User expires, but not longer than one year. Licensee remains responsible for payments in accordance with Attachment A during such period.

10.5   Survival. Sections 1 (Definitions), 2 (only license restrictions), 5 (payment obligations incurred prior to termination), 7 (Confidentiality), 8 (Indemnification), 9 (Limitations of Liability), 10 (Termination), and 11 (General) will survive any termination of this Agreement.

11.   **GENERAL.**

11.1   Independent Contractors; No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture between the parties.

11.2   Notices. All notices of termination or breach must be in English, in writing and addressed to the other party's legal department. All other notices must be in English, in writing and addressed to the other party's primary contact. Notice can be by email and will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

11.3   Assignment. Neither party may assign or subcontract its rights or obligations under this Agreement without the other party's consent which will not be unreasonably withheld or delayed, and any attempt to do so is void except that either party may assign all or any of its rights and/or obligations herein: (a) to any of its Affiliates; or (b) to any entity that acquires all or substantially all of the assets of such party or to successor in a merger or acquisition of such party, provided always that the assignee is in a position to discharge the obligations of the assignor. Each party will remain liable for all obligations and all acts or omissions of its subcontractors or assignees. .

11.4   Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

11.5   No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

11.6   No Third-Party Beneficiaries. This Agreement does not confer any benefits on any third party unless it expressly states that it does.

11.7   Compliance with Laws. Each party shall comply with all laws and regulations applicable to that party, including U.S. export, corrupt practices and anti-bribery laws, and refrain from any unethical or other conduct that tends to damage the reputation of the other party.

11.8   Execution. The parties may execute this Agreement using electronic signatures, electronic copies, and counterparts.

11.9   Entire Agreement. This Agreement states all the terms agreed between the parties and supersedes all other agreements between the parties as of the Effective Date relating to its subject matter. In entering into this Agreement neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly stated in this Agreement.

11.10   Amendments. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

11.11   Severability. If any term (or part of a term) of this Agreement is invalid, illegal or unenforceable, the rest of this Agreement will remain in effect.

11.12   Governing Law. ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

Signed by the parties' authorized representatives on the dates below.

AppDynamics LLC   **observIQ:**

DocuSign by: DocuSign by:

Alexandru Ghita-Duminica   *Nathan Owen*
920A068400C9454...   456177E638E54A7...

(Authorized Signature)   **(Authorized Signature)**

Alexandru Ghita-Duminica   Nathan Owen

(Name)   **(Name)**

General Counsel   CEO

(Title)   **(Title)**

December 23, 2021   December 23, 2021

(Date)   **(Date)**

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ATTACHMENT A

Fees

License Fees

During the Term of the Agreement including any wind-down period, the fees will be $25,000 per month for the development and subsequent license of the Azure Custom Data Collector, billed monthly.

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ATTACHMENT B

1   SOFTWARE

Azure Data Providers

Data Provider(s) for the following Azure technologies and services (as well as references to Azure Collectors where applicable):

1. SQL Database (including Azure SQL, Azure SQL Server)
2. Database for MySQL
3. Database for Postgres
4. Load Balancer
5. Table Storage
6. Blob Storage (including Storage Account, Blob Storage Container)
7. Virtual Machine (including Scale Sets Instances)
8. Virtual Network (including Network Interface, Public IP)
9. Cosmos DB (including Cosmos Account, Cosmos Container)
10. MariaDB
11. App Service (Web App)
12. Logic App

Open Source Software:

Azure Open Source

Name	Version	URL	Copyright	License
activation-1.1.jar	1.1	https://glassfish.dev.java.net/public/CDDLv1.0.html	Copyright 2017 JavaBeans	CDDL-1.0
adal4j-1.3.0.jar	1.3.0	https://github.com/AzureAD/azure-activedirectory-library-for-java	Copyright © Microsoft Open Technologies, Inc.	APACHE-2.0
annotations-13.0.jar	13	https://commons.apache.org/	Copyright 2000-2018 JetBrains SRO	APACHE-2.0
commons-codec-1.10.jar	1.1	https://www.apache.org/	Copyright 2017 Apache	APACHE-2.0
commons-collections4-4.1.jar	4.1	https://commons.apache.org/	Copyright 2018 The Apache Software	APACHE-2.0

13

			Foundation. All Rights Reserved.	
commons-lang3-3.5.jar	3.5	https://commons.apache.org/	Copyright 2018 The Apache Software Foundation. All Rights Reserved.	APACHE-2.0
gson-2.8.2.jar	2.8.2	https://github.com/google/gson	Copyright 2008 Google Inc.	APACHE-2.0
jackson-annotations-2.9.0.jar	2.9.0	https://github.com/FasterXML/jackson-core	Copyright 2009-2011 FasterXML, LLC	APACHE-2.0
jackson-core-2.9.3.jar	2.9.3	https://github.com/FasterXML/jackson-core	Copyright 2009-2011 FasterXML, LLC	APACHE-2.0
jackson-databind-2.9.3.jar	2.9.3	https://github.com/FasterXML/jackson-core	Copyright 2009-2011 FasterXML, LLC	APACHE-2.0
jcip-annotations-1.0-1.jar	1.0-1	http://stephenc.github.io/jcip-annotations/	Copyright 2013. All Rights Reserved.	APACHE-2.0
json-smart-1.3.1.jar	1.3.1	https://github.com/netplex/json-smart-v2/	Copyright 2011 JSON-SMART authors	APACHE-2.0
klutter-core-2.2.0.jar	2.2.0	https://github.com/kohesive/klutter	Copyright 2015 Jayson Minard <jayson.minard@gmail.com> and Collokia<admin.github@collokia.com>	MIT
kotlin-reflect-1.2.70.jar	1.2.70	http://www.kotlinlang.org	Copyright 2000-2018 JetBrains SRO	APACHE-2.0
kotlin-stdlib-1.2.70.jar	1.2.70	http://www.kotlinlang.org	Copyright 2000-2018 JetBrains SRO	APACHE-2.0
kotlin-stdlib-common-1.2.70.jar	1.2.70	http://www.kotlinlang.org	Copyright 2000-2018 JetBrains SRO	APACHE-2.0
kotlin-stdlib-jdk7-1.2.70.jar	1.2.70	http://www.kotlinlang.org	Copyright 2000-2018 JetBrains SRO	APACHE-2.0
kotlin-stdlib-jdk8-1.2.70.jar	1.2.70	http://www.kotlinlang.org	Copyright 2000-2018 JetBrains SRO	APACHE-2.0

13

lang-tag-1.4.4.jar	1.4.4	https://bitbucket.org/connect2id/nimbus-language-tags	2016-09-11 by Connect2id Ltd.	APACHE-2.0
mail-1.4.7.jar	1.4.7	https://www.apache.org/	Copyright 2017 Bill Shannon	CDDL-1.0
netty-buffer-4.1.19.Final.jar	4.1.19.Final	https://netty.io/	Copyright 2018 The Netty project	APACHE-2.0
netty-codec-4.1.19.Final.jar	4.1.19.Final	https://netty.io/	Copyright 2018 The Netty project	APACHE-2.0
netty-codec-dns-4.1.19.Final.jar	4.1.19.Final	https://netty.io/	Copyright 2018 The Netty project	APACHE-2.0
netty-codec-http-4.1.19.Final.jar	4.1.19.Final	https://netty.io/	Copyright 2018 The Netty project	APACHE-2.0
netty-codec-http2-4.1.19.Final.jar	4.1.19.Final	https://netty.io/	Copyright 2018 The Netty project	APACHE-2.0
netty-codec-socks-4.1.19.Final.jar	4.1.19.Final	https://netty.io/	Copyright 2018 The Netty project	APACHE-2.0
netty-common-4.1.19.Final.jar	4.1.19.Final	https://netty.io/	Copyright 2018 The Netty project	APACHE-2.0
netty-handler-4.1.19.Final.jar	4.1.19.Final	https://netty.io/	Copyright 2018 The Netty project	APACHE-2.0
netty-handler-proxy-4.1.19.Final.jar	4.1.19.Final	https://netty.io/	Copyright 2018 The Netty project	APACHE-2.0
netty-resolver-4.1.19.Final.jar	4.1.19.Final	https://netty.io/	Copyright 2018 The Netty project	APACHE-2.0

netty-resolver-dns-4.1.19.Final.jar	4.1.19.Final	https://netty.io/	Copyright 2018 The Netty project	APACHE-2.0
netty-transport-4.1.19.Final.jar	4.1.19.Final	https://netty.io/	Copyright 2018 The Netty project	APACHE-2.0
nimbus-jose-jwt-6.1.1.jar	6.1.1	https://connect2id.com/products/nimbus-jose-jwt	Copyright Connect2id Ltd. 2018	APACHE-2.0
oauth2-oidc-sdk-5.24.1.jar	5.24.1	https://oauth.net/	Copyright 2017 Vladimir Dzhuvinov	APACHE-2.0
slf4j-api-1.7.25.jar	1.7.25	https://slf4j.org/	Copyright 2004-2017 QOS	MIT
slf4j-nop-1.7.25.jar	1.7.25	https://slf4j.org/	Copyright 2004-2017 QOS	MIT
commons-dbutils-1.6.jar	1.6	https://commons.apache.org/proper/commons-dbutils/index.html	Copyright © 2002-2014 The Apache Software Foundation	APACHE-2.0
junit-4.7.jar	4.7	http://junit.org/junit4/	Copyright © 2002-2016 JUnit	EPL-1.0
mssqljdbcjre7-6.1.3.jar	6.1.3	https://github.com/Microsoft/mssql-jdbc	Copyright(c) 2017 Microsoft Corporation All rights reserved.	MIT
snakeyaml-1.16.jar	1.16	http://www.snakeyaml.org	Copyright (c) 2008	APACHE-2.0
nimbus-jose-jwt-6.2.jar	6.2	https://connect2id.com/products/nimbus-jose-jwt	Copyright Connect2id Ltd. 2018	APACHE-2.0
accessors-smart-1.2.jar	1.2	http://www.minidev.net/	Chemouni Uriel, Mar 26, 2017	APACHE-2.0
asm-5.0.4.jar	5.0.4	http://asm.ow2.org/index.html	Copyright (c) 2000-2011 INRIA, France Telecom	APACHE-2.0
commons-collections4-4.1.jar	4.1	https://commons.apache.org/	Copyright 2017 Apache	APACHE-2.0
commons-lang3-3.7.jar	3.7	https://www.apache.org/	Copyright 2017 Apache	APACHE-2.0

13

commons-logging-1.2.jar	1.2	https://www.apache.org/	Copyright 2017 Apache	APACHE-2.0
httpasynccli ent-4.1.3.jar	4.1.3	https://apache.org	Copyright 2017 Apache	APACHE-2.0
httpclient-4.5.3.jar	4.5.3	https://www.apache.org/	Copyright 2017 Apache	APACHE-2.0
httpcore-4.4.6.jar	4.4.6	https://www.apache.org/	Copyright 2017 Apache	APACHE-2.0
httpcore-nio-4.4.6.jar	4.4.6	https://apache.org	Copyright 2017 Apache	APACHE-2.0
json-smart-2.3.jar	2.3	https://github.com/netplex/json-smart-v2/	Copyright 2011 JSON-SMART autors	APACHE-2.0
nimbus-jose-jwt-5.11.jar	5.11	https://connect2id.com/products/nimbus-jose-jwt	Copyright Connect2id Ltd. 2018	APACHE-2.0
jackson-core-2.9.7.jar	2.9.7	https://github.com/FasterXML/jackson-core	Copyright 2009-2011 FasterXML, LLC	APACHE-2.0
jackson-databind-2.9.7.jar	2.9.7	https://github.com/FasterXML/jackson-core	Copyright 2009-2011 FasterXML, LLC	APACHE-2.0
netty-buffer-4.1.30.Final.jar	4.1.30.Final	https://netty.io/	Copyright 2018 The Netty project	APACHE-2.0
netty-codec-4.1.30.Final.jar	4.1.30.Final	https://netty.io/	Copyright 2018 The Netty project	APACHE-2.0
netty-codec-dns-4.1.30.Final.jar	4.1.30.Final	https://netty.io/	Copyright 2018 The Netty project	APACHE-2.0
netty-codec-http-4.1.30.Final.jar	4.1.30.Final	https://netty.io/	Copyright 2018 The Netty project	APACHE-2.0
netty-codec-http2-4.1.30.Final.jar	4.1.30.Final	https://netty.io/	Copyright 2018 The Netty project	APACHE-2.0

netty-codec-socks-4.1.30.Final.jar	4.1.30.Final	https://netty.io/	Copyright 2018 The Netty project	APACHE-2.0
netty-common-4.1.30.Final.jar	4.1.30.Final	https://netty.io/	Copyright 2018 The Netty project	APACHE-2.0
netty-handler-4.1.30.Final.jar	4.1.30.Final	https://netty.io/	Copyright 2018 The Netty project	APACHE-2.0
netty-handler-proxy-4.1.30.Final.jar	4.1.30.Final	https://netty.io/	Copyright 2018 The Netty project	APACHE-2.0
netty-resolver-4.1.30.Final.jar	4.1.30.Final	https://netty.io/	Copyright 2018 The Netty project	APACHE-2.0
netty-resolver-dns-4.1.30.Final.jar	4.1.30.Final	https://netty.io/	Copyright 2018 The Netty project	APACHE-2.0
netty-transport-4.1.30.Final.jar	4.1.30.Final	https://netty.io/	Copyright 2018 The Netty project	APACHE-2.0
vertx-core-3.6.0-20181021.172729-518.jar	3.6.0-20181021.172729-518	https://github.com/vert-x3	Copyright 2018 The Eclipse Foundation	APACHE-2.0
vertx-auth-common-3.5.1.jar	3.5.1	https://github.com/vert-x3	Copyright 2018 The Eclipse Foundation	APACHE-2.0
vertx-bridge-common-3.5.1.jar	3.5.1	https://github.com/vert-x3	Copyright 2018 The Eclipse Foundation	APACHE-2.0
vertx-core-3.5.1.jar	3.5.1	https://github.com/vert-x3	Copyright 2018 The Eclipse Foundation	APACHE-2.0

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vertx-lang-kotlin-3.5.1.jar	3.5.1	https://github.com/vert-x3	Copyright 2018 The Eclipse Foundation	APACHE-2.0
vertx-web-3.5.1.jar	3.5.1	https://github.com/vert-x3	Copyright 2018 The Eclipse Foundation	APACHE-2.0
vertx-web-client-3.5.1.jar	3.5.1	https://github.com/vert-x3	Copyright 2018 The Eclipse Foundation	APACHE-2.0
vertx-web-common-3.5.1.jar	3.5.1	https://github.com/vert-x3	Copyright 2018 The Eclipse Foundation	APACHE-2.0

2. Documentation.

The following Documentation referred to by the link below is included as part of this Agreement:

https://docs.bindplane.bluemedora.com/docs

**ATTACHMENT C**

Maintenance and Support Services

GENERAL REQUIREMENTS. AppDynamics and observIQ will utilize AppDynamics' ticketing system, which will be available twenty-four (24) hours per day, seven (7) days per week. The email account will be maintained by trained support specialists, who shall use commercially reasonable efforts to answer questions and resolve problems regarding the Licensed Materials.

HOURS OF OPERATION. Support is available twenty-four (24) hours per day, seven (7) days per week.

ERROR CLASSIFICATION. The reported errors and defects are classified in the following manner:

Error Classification	Criteria
Urgent	A production application is down or there is a major malfunction, resulting in a business revenue loss and impacting the application functionality for a majority of users.
High	Critical loss of application functionality or performance, impacting the application functionality for a high number of users.
Medium	Moderate loss of application functionality or performance, impacting multiple users.
Low	Minor loss of application functionality or product feature in question.

Defined support workflow.
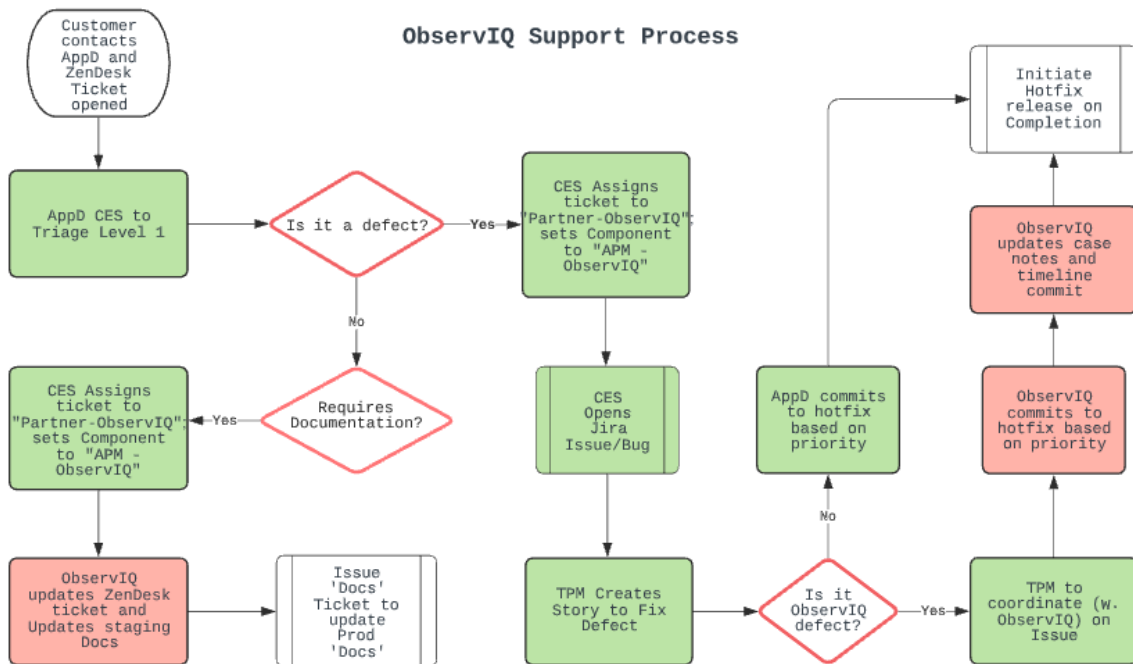
Error Definition. An "**error**" means a reproducible malfunction in the Licensed Materials that prevents the Licensed Materials from performing in accordance with the relevant specifications or documentation,

13

excluding errors resulting from unauthorized changes to the Licensed Materials made by an End User or AppDynamics.

RESPONSE TIME AND SUPPORT TARGETS. observIQ will respond and repair the error in accordance with the below and keep AppDynamics informed of progress. For Final Resolution Targets, observIQ shall only be required to use its best efforts to achieve such targets.

Error Classification	Initial Response and Acknowledgement	Manager Escalation	VP Escalation	CEO Escalation	Email Status Updates for Open Cases	Interim Resolution or Workaround Target	Final Resolution Target
Urgent	45 minutes	Immediate	1 business day	1 week	Every 6 hours	24 hours	6 weeks
High	4 hours	1 business day	1 week	2 weeks	daily (or more frequently as updates are requested)	48 hours	3 months
Medium	12 hours	Monthly Review for All Open Issues	Quarterly Review for All Open Issues	None	weekly	Next Upgrade	At observIQ's Discretion
Low	1 business day	Monthly Review for All Open Issues	Quarterly Review for All Open Issues	None	None	At observIQ's Discretion	At observIQ's Discretion

- "**Interim Resolution or Workaround**" means observIQ provides AppDynamics with a temporary fix or workaround for a reported error that does not require a material effort to achieve.

- "**Final Resolution**" means observIQ provides a final correction or modification to the Licensed Materials that corrects the error.

- The time to reach Interim Resolution or Workaround will begin when such error is reported; provided that, the time will be tolled any period beginning upon observIQ's request for reasonably necessary information in connection with the service issue and ending receipt of such information from AppDynamics.

- "**CEO Escalation**" means observIQ's Chief Executive Officer has been notified with a full description of the error, s/he understands the error and the impact upon AppDynamics of such error, to ensure that observIQ's commitment is as high as necessary to resolve the error as soon as possible.

Shared resources between AppDynamics and observIQ: In order to be able to adhere to above service level agreement and provide the service mentioned the parties share the following resources:

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- AppDynamics shares ticketing system access for 10-15 employees of observIQ (based on business requirements of observIQ)

- AppDynamics shares relevant knowledge base (wiki pages)

- observIQ shares wiki pages related to the Licensed Materials (user guide, technical documentation)

- observIQ provides an access to its relevant systems used for product development

End of Life Policy: The end-of-life ("**EOL**") policy is as follows.

Definitions:
- "**Mainstream Support**" means support calls are accepted and the version is maintained with bug fix releases and patches.
- "**Extended Support**" means support calls are accepted however the version is not maintained.
- "**Out of Support**" means no support calls are accepted and the version is not maintained.

observIQ will provide Mainstream Support for a period of 12 months from release of the applicable Update version of the Software. Following that period, observIQ will provide Extended Support for a further period of twelve (12) months. For example, if Update version 4.0 of the Software was released in December of 2020, Mainstream Support would be provided for version 4.0 until December of 2021. Extended Support for version 4.0 would then be provided until December of 2022. The Software version 4.0 would be Out of Support beginning in January of 2023.

Attachment D

Professional Services

1. **DEFINITIONS**

   "**Specifications**" means the specifications for the Custom Data Collectors set out in Annex 1 to this Attachment D.

2. **CUSTOM DATA COLLECTORS**

2.1   observIQ shall:

   i.   build the Custom Data Collectors in accordance with the Specifications and the project plan set out in Annex 2;

   ii.   ensure that the Custom Data Collectors are and remain throughout the Term, able to ingest data from Azure, or existing services are updated from time to time;

   iii.   ensure that any Updates made to the Data Providers are released to the Custom Data Collectors at the time such Updates are made;

   iv.   integrate the Custom Data Collectors into the Cloud Service;

   v.   provide AppDynamics with an updated version of the Documentation for the Custom Data Collectors that is sufficiently detailed to enable suitably qualified and experienced personnel of AppDynamics to use and understand the Custom Data Collectors and troubleshoot any issues.

3. **ACCEPTANCE TESTING**

3.1   Once observIQ has completed a Deliverable, it shall deliver the Deliverable to AppDynamics and notify AppDynamics in writing that the Deliverable is complete.

3.2   AppDynamics shall have 30 days from receipt of the notice to test the Deliverable to determine whether it complies with the Specifications or any other agreed requirements.

3.3   Upon completion of AppDynamics's review and testing, AppDynamics shall notify observIQ whether the Deliverable complies with the Specifications or any other agreed requirements.

3.4   If AppDynamics rejects a Deliverable as being non-compliant, AppDynamics shall provide a written list of ways in which the Deliverable does not meet the Specifications or any other agreed requirements.

3.5   If AppDynamics does not reject the Deliverable within the 30 day period, the Deliverable will be deemed accepted by AppDynamics.

3.6   Within 20 days of receipt of AppDynamics's notice, observIQ shall carry out the necessary corrections, repairs and modifications to the Deliverable to bring it into compliance with the Specifications or other agreed requirements. Once observIQ has completed the fixes to the Deliverables it will resubmit them to AppDynamics for testing under Paragraph 3.1.

3.7   If after three rounds of testing the Deliverable still does not comply with the Specification or other agreed requirements, AppDynamics may permit observIQ to carry out further rounds of fixing and testing in accordance with Paragraphs 3.1 to 3.5 above or shall be entitled to reject the Deliverable with no further fixing or testing.

3.8   If AppDynamics permits further rounds of fixing and testing, AppDynamics payment obligations for that Deliverable will be suspended until such Deliverable is accepted by AppDynamics. AppDynamics shall be entitled to reject the Deliverable with no further fixing or testing after any additional round of fixing and testing.

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Annex 1

Specification for Custom Data Collectors

1.   **General**

1.1   Each Custom Data Collector must:

    i.   have and maintain support for all Azure services that observIQ currently offers to its customers;

    ii.   support all primary service-to-service authentication mechanisms supported by Azure;

    iii.   be able to collect metadata and attributes for all the instances of the services in the supported Azure technologies addressed by the Azure Data Providers listed in Attachment B (the "**Supported Azure Services**");

    iv.   be able to collect metrics for all the instances of the services in the Supported Azure Service;

    v.   collect all relevant supported statTypes for the Supported Azure Services;

    vi.   allow filtering based on tags, startTime and endTime for collection;

    vii.   allow filtering of services, e.g. azure vm, sql, etc. for which metadata and metrics are desired

    viii.   transform any data that is collected into AppDynamics defined data transfer objects;

    ix.   have appropriate mechanisms in-place to ensure resiliency in scenarios such as throttling of API calls by cloud providers and any intermittent errors encountered while communicating to the cloud provider and other dependent services, if any;

    x.   offer a mechanism to capture usage-related telemetry such as object/metric count per service per account, time taken to process each service and error count;

    xi.   implement caching mechanisms using AppDynamics provided cache stores;

    xii.   implement appropriate contextual logging with different logging levels in accordance with commonly accepted best practices; and implement logging at different logging levels for troubleshooting purposes.

    xiii.   collect metadata and metrics concurrently for multiple accounts, services and regions to complete one run of data collection for an account in not more than 60 seconds;

    xiv.   complete all collection jobs with maximum efficiency within a mutually agreed upon time period;

    xv.   adhere to defined performance KPIs such as CPU & Memory usage, collection completion time, etc., as agreed by the parties, documented, and approved in writing by AppDynamics' product management;

    xvi.   optimize the number of API calls to the cloud provider and bandwidth usage to minimize these costs to our end customers;

2.   Security

2.1   Each Custom Data Collector must be compatible with version 2020.4.0 or later of Blackduck security and license management software.

2.2   observIQ shall provide a full Blackduck vulnerability and licensing report for all the dependencies used in the collection software prior to or with delivery of each Custom Data Collector.

2.3   observIQ must resolve all vulnerabilities reported by the Blackduck scanning tool used at AppDynamics or identified in a report provided by observIQ within 30 days of identification of such vulnerabilities.

2.4   observeIQ shall not use or include any dependency in any Custom Data Collector that is licensed under a Copyleft License.

2.5   The Custom Data Collectors shall not communicate with any other software or system other than the Cloud Service and Azure.

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Annex 2

Project Plan