



**Khoros, LLC**  
 Pier 1, Bay 1A  
 San Francisco, CA 94111  
 +1 (415) 757-3100  
<https://khoros.com/>

## Service Order

**Service Order #:** Q-31929  
**Price Valid to:** October 21, 2020

**Khoros Account Executive:** Ken Ban  
**Renewal Account Manager:** Stephani White

### Customer Information

<b>Customer Name:</b>	AppDynamics LLC (formerly AppDynamics, Inc.)	<b>Primary Contact:</b>	Jeanie Kedia
<b>Billing Address:</b>	303 2ND Street North Tower, 8th floor San Francisco, CA 94107-1366 US	<b>Email:</b>	jeanie.kedia@appdynamics.com

### Subscription Terms

<b>Effective Date (signing date):</b>		<b>Billing Schedule:</b>	Annual
<b>Subscription Start Date:</b>	February 1, 2021	<b>Payment Terms:</b>	Net 30
<b>Subscription Duration:</b>	36 months (through January 31, 2023)		

### Subscription Services Fees

Product Name	Usage Limit/quantity	Year 1	Year 2	Year 3
Community Build	Usage Limit/quantity	1	1	1
Khoros Community Platform Usage (Application Calls per month)	Usage Limit/quantity	10,000,000	10,000,000	10,000,000
Khoros Annual Total Visits	Usage Limit/quantity	500,000	500,000	500,000
Khoros Moderation Manager	Usage Limit/quantity	1	1	1
Khoros Ideas	Usage Limit/quantity	1	1	1
Khoros Q&A	Usage Limit/quantity	1	1	1
Community Moderation and Care	Usage Limit/quantity	1	1	1
Care User Seats	Usage Limit/quantity	20 (total)	20 (total)	20 (total)
Shared Dashboards and/or Monitor Walls	Usage Limit/quantity	2 (total)	2 (total)	2 (total)

Success Services	Usage Limit/quantity	100	100	100
Khoros Training Pass	Usage Limit/quantity	5	5	5
Enterprise Support Coordinator	Usage Limit/quantity	1	1	1
Standard Support	Usage Limit/quantity	1	1	1
<b>Subscription Services Annual Fees:</b>		USD 299,990.00	USD 299,990.00	USD 299,990.00

**Terms & Conditions:**

- 1 This Service Order and all Services provided hereunder are subject to and governed by the terms and conditions set forth in the Master Services Agreement ("MSA") effective as of September 24, 2012, together with any exhibits and attachments thereto, this Service Order, and Khoros' terms and conditions referenced therein or herein ("Agreement") by and between Khoros and Customer. In the event of any inconsistencies between the Service Order and the MSA, the Service Order shall prevail. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the MSA.
- 2 Notwithstanding anything to the contrary in the termination provisions or elsewhere in the MSA, this Service Order may not be cancelled for convenience.
- 3 Khoros shall invoice Customer for the first year of Subscription Services Annual Fees upon Customer signature of this Service Order. Khoros shall invoice Customer for the Subscription Services Annual Fees for each subsequent year of the Subscription Duration at least sixty (60) days in advance of each anniversary of the Subscription Start Date ("Anniversary"). Customer shall pay each invoice within the number of days (from date of invoice) stated under Payment Terms above. If Customer requires the issuance of a purchase order to make payment to Khoros, then Customer shall issue a purchase order to Khoros for the amounts due hereunder in sufficient time for Customer to meet its payment obligations to Khoros consistent with the Payment Terms.
- 4 Fees listed in this Service Order do not include any taxes.
- 5 The Services are further defined in and subject to the descriptions in the attached Statement of Work incorporated into and made part of this Service Order as Exhibit A.
- 6 Usage Limits will be evaluated on a quarterly basis to determine if, based on Customer's actual usage, an increase in Usage Limit tier is required. If Khoros determines an increase is required, Customer agrees to an automatic increase of the respective Usage Limit metric at the then current annual fee, pro-rated for the period of time beginning on the first day of the month in which Customer's usage first exceeded existing Usage Limits and ending on the last day of the Subscription Duration (or then-current renewal period, as applicable). Khoros shall immediately invoice Customer for the increased Usage Limits for the pro-rata portion of the then-current year, and thereafter, in accordance with the invoicing provisions set forth in this SO for the Subscription Services Annual Fees.
- 7 Khoros reserves the right to adjust fees by any amount for any renewal period.
- 8 After the initial Subscription Duration, Customer will renew the Subscription Services above at an annual fee of USD 325,000.00, which will be documented in a mutually executed Service Order.
- 9 If applicable, Customer shall comply with the terms and conditions for WhatsApp messages at <https://khoros.com/whatsapp-agreement> and/or Google Business Messages located at <https://khoros.com/khoros-google-business-messages-addendum>.
- 10 On March 5th, 2019, Lithium Technologies, LLC officially changed its legal name to Khoros, LLC. Given the foregoing, the Parties agree that the MSA is amended by substituting the name of "Lithium Technologies, LLC" and replacing it with "Khoros, LLC." All references to "Lithium" shall be amended and replaced with or be deemed to be in reference to "Khoros." No assignment is necessary given that the same entity is bound by the terms of the MSA.

## Information required to submit invoices to Customer

PO Number (NA if Not Required, Pending if in process):			PO Amount:		
Accounts Payable (Billing Contact):			Email:		
Invoice Inquiry (if different from Accounts Payable):			Email:		
Preferred method of invoice delivery (Check all that apply):		Email:		Portal	Other
If Portal or Other is checked, please provide details:					

Signature

The individuals signing below hereby represent they are each an authorized representative of their respective companies and have executed this Service order as of the last date of signature below ("Effective Date"):

**AppDynamics LLC**

**Signature:**

**Name:**

**Title:**

**Date:**

DocuSigned by:  
*George Karamanos*  
FADD3AC1FF6B486...

George Karamanos

General Counsel

September 25, 2020

**Khoros, LLC**

**Signature:**

**Name:**

**Title:**

**Date:**

DocuSigned by:  
*Samuel S Monti*  
EE75A6C4D3E0457

Samuel S Monti

CFO

September 25, 2020



PCO Approved

*Hana Behiri*

<b>Exhibit A</b>	
<b>Subscription Services</b>	<b>Product Description</b>
Community Build	<ul style="list-style-type: none"> <li>• Community Platform</li> <li>• 500K annual Total Visits</li> <li>• 10M Application Calls</li> <li>• Gamification (Native &amp; Premium)</li> <li>• Tribal Knowledge Base</li> </ul>
Khoros Moderation Manager	<ul style="list-style-type: none"> <li>• Queued moderation console with filters and tagging</li> <li>• Ability to pre-screen posts before they appear to community members</li> </ul>
Khoros Ideas	<ul style="list-style-type: none"> <li>• Submit ideas</li> <li>• Vote on ideas</li> <li>• Idea status</li> </ul>
Khoros Q&A	<ul style="list-style-type: none"> <li>• Ask a question</li> <li>• Choose best answer</li> </ul>
Community Moderation and Care	<ul style="list-style-type: none"> <li>• Care Product</li> <li>• 5 User Seats</li> <li>• 1 Shared Dashboard and/or Monitor Wall</li> </ul>
Care User Seats	Individuals with access to the Application for the purposes of communicating with both internal Customer Users and external End Users. Examples of Care User roles include: Agent, Account Admin, Flex user.
Shared Dashboards and/or Monitor Walls	<ul style="list-style-type: none"> <li>• Shared Dashboards and Monitor Walls can be used interchangeably by the customer.</li> <li>• A configurable analytics dashboard that can be set up quickly and can be shared with anyone within the organization</li> <li>• Shared Dashboard viewing is not restricted by any Customer User Usage Limit</li> <li>• Includes unlimited access to Dashboard Viewer Users</li> </ul>
Success Services	<p>Customer's annual points can be applied toward customized Khoros Professional Services offerings or redeemed against a predefined set of offerings. A detailed list of Success Services offerings is available from your Khoros Customer Success Manager. Success Services cannot be used for initial launch projects.</p> <p>Assumptions</p> <ul style="list-style-type: none"> <li>• Khoros Customer Success Manager is Customer's point of contact with Khoros for Success Services information and redemption</li> <li>• Please allow up to (10) business days for staffing requests</li> <li>• Customer will identify a single point of contact for each engagement, and shall make timely decisions and responses as necessary</li> <li>• Services are available in English only unless otherwise specified</li> <li>• Khoros will make a good faith effort to deliver Success Services during Customer's region's business hours (Monday through Friday)</li> <li>• Unless otherwise noted, Khoros works remotely via conference calls, web conferences, and other electronic communications. Any onsite training or consulting will be subject to travel expense reimbursement by Customer</li> </ul> <p>Requirements and Restrictions</p> <ul style="list-style-type: none"> <li>• Success Services points can be redeemed against the defined Success Services offerings or applied toward custom Khoros Professional Services engagements; points cannot be re-allocated for other services</li> </ul>

	<ul style="list-style-type: none"> <li>• Customer must provide written approval, via email, specifying the applicable services or project, to redeem points</li> <li>• Unused points expire annually, and do not roll over to the following year</li> <li>• All unused points for the last year of the Subscription Duration will expire at the end of the respective Subscription Duration and shall not roll over for any renewal thereof</li> </ul> <p>Annual points will be prorated for any partial contract years</p>
Khoros Training Pass	<ul style="list-style-type: none"> <li>• Unlimited user access to all content on the Khoros Campus eLearning environment for all Customer platform users.</li> <li>• Company Training Pass is valid for the Subscription Duration.</li> <li>• Access includes all self-paced courseware found on Campus as described above, but does not include access to instructor-led training courses or instructor-led Certifications.</li> <li>• The Training Pass will renew automatically for a term equal in duration to the Subscription Duration unless terminated at the renewal date with 90 days advance written notice to Khoros.</li> </ul>
Enterprise Support Coordinator	<p>An Enterprise Support Coordinator:</p> <ul style="list-style-type: none"> <li>• Provides oversight and establishes priorities for all support cases.</li> <li>• Delivers transparency regarding all aspects of the support process.</li> <li>• Conducts a monthly tactical case review. <ul style="list-style-type: none"> <li>o A one (1) hour call to review all support activity and verify alignment on business objectives.</li> </ul> </li> <li>• Consults on functional elements of platform operation.</li> <li>• Identifies the need for non-support resources and ensures their delivery.</li> <li>• Serves as the primary point of contact for technical escalations.</li> <li>• The above provided as needed up to ten (10) hours per month.</li> </ul>
Standard Support	<ul style="list-style-type: none"> <li>• Portal, and community support</li> <li>• Severity 1 Response Time of 15 minutes (24x7x365)</li> <li>• Severity 2 Response Time of 4 Business Hours (Regional Support Hours, excluding published public and company holidays)</li> <li>• Severity 3 Response Time of 1 Business Day (Regional Support Hours, excluding published public and company holidays)</li> <li>• Severity 4 Response Time of 2 Business Days (Regional Support Hours, excluding published public and company holidays)</li> <li>• Access to Online Case Portal</li> <li>• Ten (10) named customer contacts will be entitled to log a support ticket</li> <li>• Unlimited Access to online community of practitioners (Khoros Community)</li> </ul>