



Order

Kong Inc.
251 Post Street, 2nd Floor
San Francisco, CA 94108

Customer: AppDynamics LLC

Prepared for:	Prepared by:	Pricing expiration: April 30 2019 License Term: 36 months Payment Terms: Net 60
Name / Title: Kahnman Patel	Name / Title: Danny Redding	
Email Address: Kahnman.patel@appdynamics.com	Email Address: Danny@konghq.com	
Phone: 415-442-8400	Phone: 415-542-8838	

Customer billing contact:	Customer delivery contact:
Name / Title: Accounts Payable	Name / Title: Kahnman Patel
Address: 303 2 nd Street 8 th floor SF, CA 94107	Address: 303 2 nd Street 8 th floor SF, CA 94107
Email Address: Accountspayable@appdynamics.com	Email Address: Kahnman.patel@appdynamics.com
Phone: 415-442-8400	Phone: 415-442-8400

- I. **Subscriptions Purchased.** With respect to this Order: the “Software” shall mean the Kong Software products/editions listed below. The relevant “License Term”, “Support Level” and “License Parameters” (maximum counts/volume/etc. for which subscription pricing is determined) for the Software subscription purchased are all identified herein.

Subscription Offering, License Parameters and Pricing	
Software and Support Level	Kong Enterprise Platinum
Total User Accounts*	10 Users
Total API Calls**	2 Trillion / Year
Total Due (USD)	\$450,000 upfront 3 year agreement

Additional Terms

- Price only valid for order in full of product listed above based on the License Term and Licensing Parameters identified herein.
- Customer may purchase additional 1 Trillion API call buckets during the License Term at a negotiated rate of \$50,000 USD/year
- AppDynamics’ Agent software is deployed on its customers’ site and collects application server, database and machine software metrics, events, snapshots, transactions that relate to the performance, health and resource of an application, its components (transactions, code libraries) and related infrastructure (nodes, tiers) that service those components. These agents can be language or product specific. Any calls coming from such AppDynamics agents will be excluded from the calculation of Total API Calls for purposes of this Order.

Agreement

This Order is made under the Kong Inc. Enterprise Software License Agreement between Kong Inc. (“Kong”) and Cisco Systems, Inc., the indirect parent company of AppDynamics LLC (“Customer”), made as of July 31, 2018 (“Agreement”). Kong and Customer hereby adopt the Agreement as of the Order Effective Date (as defined below) to govern the relationship between them as to its subject matter as if they were the original signatories to it, with such changes as are necessary in the circumstances as reflected in the mutually agreed Amendments to the Agreement

set out below. Any reference below to the Agreement means the Agreement as so adopted as between Kong and Customer, and as further amended by this Order. Kong and Customer further agree that, as between them, the Agreement is hereby amended as follows:

1. Any references to "Exhibit A" in the Agreement shall be deemed to be "Exhibit A or an Order".
2. The following sentence is added at the end of Section 1 of the Agreement: ""Order" shall mean an ordering document that identifies the commercial terms of the purchase, namely, for example, the Software licensed, the applicable licensing parameters, the License Term, and any pricing and payment terms relating to the same."
3. By deleting Exhibit B in its entirety, and adding the following as a new Section 6a:

"6a. **Maintenance and Support Services.** During the License Term, Kong will provide Customer the level of support and maintenance services for the Software specified in the applicable Order, in accordance with Kong's support and maintenance policy set forth as Schedule 1 (Support and Maintenance Policy) to this Order, describing Kong's current maintenance, support and service level policies for Software. For clarity, the Support and Maintenance Services are included as part of the license for the Software specified in the Order. Notwithstanding the foregoing, Kong's initial response time for Severity 1 Level issues in the support policy will be 1 hour."

The Agreement as amended is incorporated herein by reference. Capitalized terms used but not defined in this Order shall have the meaning given to them in the Agreement. For clarity, nothing in this Order will amend the Agreement as between Kong and Cisco Systems, Inc., or such parties' rights and obligations thereunder.

II. Fees.

- a. **License Fees.** The total Fees due and payable by Customer for the Software subscription (which includes both a license to the Software for the License Term and relevant Support and Maintenance Services for the License Term and any add-ons purchased) as of the Order Effective Date shall be as set out above.
- b. **Invoicing; Payment terms.** Kong may issue invoices for fees listed above on the Order Effective Date. All fees payable to Kong under this Order (collectively "**Fees**") shall be payable in U.S. dollars and are due within 60 days of delivery of Kong's invoice. Unless otherwise specified in the Agreement, orders are non-cancelable, and all Fees paid are non-refundable. Customer shall be responsible for any and all taxes associated with this Order and the Fees due hereunder (except Kong income taxes), including any sales, VAT, duties and custom fees, and use taxes (if relevant), unless Customer provides appropriate resale certificates, direct pay permits or exemption certificates to Kong.

III. Purchase Orders. PLEASE ONLY CHOOSE ONE. Please choose relevant option and mark with "x".

- ☒ Promptly upon execution of this Order, Customer will issue its purchase order(s) or similar document for the initial order hereunder.
- ☐ Customer does not require any documentation (such as a purchase order or similar document) other than this Order to complete the transactions contemplated herein, to allow Kong to issue an invoice under this Order or for Kong to receive payment on any invoice issued pursuant to this Order.

IV. Negotiated Communications Terms. Customer has agreed to participate in the following activities in connection with this Order and the pricing negotiated. Customer will be given the opportunity to review written and video activities before publication:

- | | |
|--|--|
| <input type="checkbox"/> Press Release | <input checked="" type="checkbox"/> Reference call (max 1 per quarter) |
| <input type="checkbox"/> Speak with media | <input type="checkbox"/> Webinar |
| <input checked="" type="checkbox"/> Case Study (written) | <input type="checkbox"/> Guest Blog Post |
| <input checked="" type="checkbox"/> Use of Logo | |

Subject to Customer's written approval in each instance, Kong may use Customer's trade name and/or logo (the "Marks") and describe Customer's business in an agreed upon case study and related social and digital marketing promoting the case study, including Kong's website and social media (collectively, "Marketing Materials"). Kong will discontinue use of Customer's Marks promptly after receiving written notice from Customer that Kong's right to use the Marks has been terminated (which Customer may elect at any time in Customer's sole discretion, for any reason or no reason at all).

The parties acknowledge that Customer shall have right to approve the final written communication or version of any Marketing Materials, prior to Kong's publication. Kong's use of Customer's logo shall comply with Customer's branding guidelines. Kong acknowledges and agrees that a case study may be developed and published or otherwise made available by Kong and/or Customer only after September 30, 2019, unless otherwise approved by Customer in writing.

[signature page immediately follows]

Agreed and Accepted as of the Order Effective Date (specified below). The signatory below represents that he or she has the authority to bind Customer to the terms of the Agreement.

Kong Inc.

Signed

Name:

Title:

Order Effective Date:

DocuSigned by:

Kenneth Kim

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Kenneth Kim

VP of Business Operations

April 30, 2019

Customer: AppDynamics LLC

DocuSigned by:

Signed:

Name:

Title:

Date:

Elise Leung

CB1399659FAB42B...

Elise Leung

General Counsel

April 30, 2019

* **“User Account”** means 1) each unique user account that interacts with the Software directly (including but not limited to interactions with the Software’s graphical user interface, command line interface, developer portal, or admin API) for the purposes of publishing, monitoring, or administering APIs or the Software; and 2) each unique user account (identified by a unique identifier) within any software which is integrated with the Software ("Integrated Software", e.g. a CI/CD pipeline such as Jenkins) which allows the user of the account within the Integrated Software to use, manipulate or configure the Software via the Integrated Software, and irrespective of whether the Integrated Software uses one or multiple tokens to access the Software. For clarity, User Accounts do not include accounts within the Integrated Software that do not directly or indirectly use, manipulate or configure the Software, or internal or external accounts that interact with the Software solely for the purpose of consuming APIs or editing documentation. User Accounts may not be shared or used concurrently.

** **“API Calls”** means either 1) an application programming interface call to the Software, or 2) a communication between any endpoint software (connected to the Software) and the Software, where information passes between such endpoint software and the Software.

Schedule 1

SUPPORT AND MAINTENANCE POLICY

This Support and Maintenance Policy describes Kong's Support and Maintenance Services which will be provided to customers of Kong purchasing a subscription license to one of Kong's "enterprise edition" software solutions (i.e. support is not available to the free open source "community" edition). All capitalized terms used herein shall have the meaning set forth in the Agreement, unless otherwise defined herein.

During the relevant License Term and subject to the terms of the Agreement entered into between the parties and any limitations stated herein, Kong will provide the following Support and Maintenance Services to Customer:

(1) **MAINTENANCE.** Kong will provide Customer, free of charge, with access to all error corrections, bug fixes, software updates and software upgrades to the Software that are released during the relevant subscription term and made generally available to other Kong enterprise customers purchasing a license to the relevant Software ("**Upgrades**").

(2) **WEB, EMAIL, AND TELEPHONE SUPPORT.** Kong agrees to provide Customer with access to Kong's customer support personnel via three separate channels. Customers may contact Kong support through any of the following channels:

(I) SELF SERVICE SUPPORT PORTAL (PREFERRED METHOD)

- Kong's web-based support ticket system allows customers to submit cases online, update existing tickets and track case status 24 x 7 x 365.
- The self-service support portal provides access to Kong's extensive knowledge base, to be used on a self-service basis.
- Currently the support portal is available at <https://support.konghq.com>. Any updated URL will be identified to Customer.

(II) EMAIL

- Kong's technical support staff may be contacted via Support@Konghq.com Monday–Friday during normal business hours (7a.m.–7p.m. PST), except standard Kong holidays. (Updates to email address may be made available via the support portal from time to time).
- Cases and questions can be submitted by email however response time SLA's do not apply until a support ticket is created.

(III) PHONE

- Kong has a US toll-free number that can be used to contact Kong's technical support staff Monday–Friday during normal business hours (7a.m.–7p.m. PST), except standard Kong holidays.
- Current phone number: **1-888-274-0695** (updates to the phone number may be made available via the support portal from time to time).
- Cases and questions can be submitted by phone however response time SLA's do not apply until a support ticket is created.

(3) **LOGGING A SUPPORT CASE; SUPPORT TICKETS.** Customer may log, document and report any suspected errors or malfunctions of the Software to Kong via Kong's self-service support portal using Kong's case tracking system, or by email or by phone. Kong will acknowledge the report with a support ticket ("Support Ticket") and make commercially reasonable efforts to assign appropriate resources to resolve the problem. Response times are as specified in the response expectation table below. Kong will provide Customer with a Support Ticket identifier that Customer may use to track the status of any Confirmed Error (defined herein) in the Software. A "**Confirmed Error**" is defined as any failure of the Software to meet Kong's specifications for the Software outlined in the relevant Documentation. Customer shall work with Kong and provide a reasonable description of the problem or error to Kong's support team so that Kong may classify the error accordingly. Failure of Customer to respond to Kong's requests for a period of five (5) business days may result in Kong closing the Support Ticket. Customer may at any time add a new trouble ticket.

(4) **CUSTOMER OBLIGATIONS; DESIGNATED SUPPORT CONTACTS.** When logging a support case, Customer shall provide all reasonably requested information available to it to help Kong identify and resolve the issue, and Customer shall reasonably cooperate with Kong's technical support staff to provide the assistance needed to identify, classify and resolve the support issue. Customer shall appoint up to three (3) individuals (or such other number identified in the relevant Order) who are knowledgeable in the operation of the Software to serve as the designated Customer contacts with Kong for support calls ("**Designated Support Contacts**"). All support requests made by Customer shall be initiated and communicated through the Designated Support Contracts. Customer may change its Designated Support Contacts at any time

upon written notification to Kong. Customer may not share login passwords or other benefits of Kong's Support and Maintenance Services with any other persons, nor use Upgrades furnished to Customer hereunder for any other product or on behalf of any third party.

(5) **CLASSIFICATIONS OF ERRORS; SERVICE LEVELS.** Kong offers "Business" and "Platinum" support levels. Customer is entitled to receive the support level identified in the relevant Order. Kong's technical support offering includes the following service levels and response times which are dependent on the classification of the severity of the issues raised and the level of support that Customer is entitled to. Classification will be determined by Kong based on various factors, including input obtained from the Customer.

Severity Level	Problem Severity	Description (Confirmed Error in production system)	Response Time and Coverage based on Support Level and Severity	
			<u>Platinum</u> 24x7x365	<u>Business</u> M-F 7am-7pm PST
1	Critical	<ul style="list-style-type: none"> ● Critical impact. ● A major product failure or degradation of performance to production systems. ● Product is down or experiences a major malfunction resulting in product being inoperable or slowed to such a degree that requests do not go through. ● Customer is unable to access any business resources. 	2 hours	8 hours
2	Serious	<ul style="list-style-type: none"> ● Serious impact. ● Significant loss of functionality on a production system or a total system outage on a development/staging system. ● A workaround exists. ● Notable impacts to business. ● Customer is able to access almost all business resources. 	8 hours	24 hours
3	Normal	<ul style="list-style-type: none"> ● Minor impact. ● Partial loss of functionality in a production or development system—a workaround may or may not exist. ● Questions involving configuration, implementation and testing. 	12 hours	48 hours
4	Low	<ul style="list-style-type: none"> ● Low impact. ● Product feature requests, general questions. 	24 hours	96 hours

(6) **LIMITATIONS.** Notwithstanding any of the foregoing, the following limitations apply: Kong is only responsible to provide Customer Designated Support Contacts with the Support and Maintenance Services described herein. The service levels described above apply only to Confirmed Errors found in production uses of the Software. Kong shall only be responsible for a Confirmed Error in the Software, excluding errors found in Third Party Open Source that has not been modified by Kong which may be delivered together with or as part of the Software. If defects in Third Party Open Source is limiting the operation of the Software, then Kong's technical support staff will use commercially reasonable efforts to attempt to help Customer identify the defective Third Party Open Source so that Customer may seek a defect correction from the relevant third-party licensor. Kong shall not be responsible for any errors in Software that cannot be reproduced by Kong on unmodified versions of

Software, or for software, firmware, hardware not supplied by Kong, or for information or memory data contained in or stored on third party products or services. Services described herein do not include any support of any failure or defect in the Software due to Customer (or its personnel or User(s)) or any damage caused by Customer (including Customer's Users) from unauthorized use or misuse of Software or if Software is used on any unsupported platform or hardware or has been altered or modified. Service or repair of the Software by anyone other than Kong (or an authorized representative of Kong) will void Kong's obligations stated in this Support and Maintenance Policy. Kong's support obligations stated herein shall apply only to the most current release of the Software and the prior releases for up to one year from the release of the latest release. Support does not include on-site support, consulting (re-designing, re-programming or reconfiguring the Customer's network) and system design, program coding, project management, facility management or support for incompatible products or third-party suppliers' products.