



# Order Form

Kong Inc.  
150 Spear Street, 16th Floor  
San Francisco, CA 94105

**Customer: AppDynamics**

|                      |  |  |
|----------------------|--|--|
| <b>Prepared for:</b> | <b>Prepared by:</b>                          | <b>Order Form Number:</b> Q-01110          |
| Name / Title: ,      | Name / Title: Zach Lagod, Regional Director, | <b>Pricing expiration:</b> 29-Apr-2022     |
| Email Address:       | West   | <b>Subscription Term:</b> 12 months        |
| Phone:               | Email Address: zach.lagod@konghq.com         | <b>Subscription Payment Type:</b> Up-Front |
|                      | Phone:                                       | <b>Payment Terms:</b> Net 60               |

|  |                                   |
|--|-----------------------------------|
| <b>Customer billing contact:</b>                   | <b>Customer delivery contact:</b> |
| Name / Title: Accounts Payable - AppDynamics LLC / | Name / Title: /                   |
| Address: AppDynamics LLC                           | Address: AppDynamics LLC          |
| 303 2nd Street                                     | 303 2nd Street                    |
| North Tower, 8th Floor                             | North Tower, 8th Floor            |
| San Francisco                                      | San Francisco                     |
| California   | California                        |
| 94107  | 94107                             |
| United States                                      | United States                     |
| Email Address: accountspayable@appdynamics.com     | Email Address:                    |
| Phone:   | Phone:                            |

| Kong Enterprise Subscription |          |                   |                 |              |
|------------------------------|----------|-------------------|-----------------|--------------|
| Usage Unit                   | Support  | Subscription Term | Quantity / Year | Price        |
| API Calls                    | Platinum | 12 Months         | 12000 Bn        |              |
| Services                     | Platinum | 12 Months         | 17              |              |
| Users                        | Platinum | 12 Months         | 1               |              |
| Subtotal (USD)               |          |                   |                 | \$157,499.80 |

**GRAND TOTAL (USD): \$157,499.80**

**Subscriptions Purchased**

With respect to this Order, the “**Software**” means the Kong Software products/editions listed above. 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 in this Order.

**Invoicing, Payments, Taxes**

Kong may issue invoices for Software subscription license fees under this Order as set out in “Payment Type” above. Kong may invoice fees for Professional Services, if any, on the Order Effective Date. All fees payable by Customer to Kong under this Order (collectively “Fees”) are due and payable in U.S. dollars on the Payment Terms and Payment Type set out above. All Fees are payable in advance, not in arrears. Unless otherwise specified in the Agreement, this Order is not cancelable by Customer, and all Fees paid are non-refundable. Fees do not include VAT, GST or other sales taxes or fees, if assessable. Customer will 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, customs fees, and use taxes (if relevant), unless Customer

provides appropriate resale certificates, direct pay permits or exemption certificates to Kong.

**Pricing for renewals**

For each annual renewal of the subscription of the Software set out in this Order Form, Kong reserves the right to increase the subscription fees by 5%.

**Purchase Orders.** *PLEASE ONLY CHOOSE ONE. Please choose relevant option and mark with “X”.*

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

## Additional Terms

This Quote 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 Quote 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 Quote. 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 a Quote".
2. The following sentence is added at the end of Section 1 of the Agreement: "'Quote" 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 Quote, in accordance with Kong's support and maintenance policy set forth as Schedule 1 (Support and Maintenance Policy) to this Quote, 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 Quote.

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 Quote shall have the meaning given to them in the Agreement. For clarity, nothing in this Quote will amend the Agreement as between Kong and Cisco Systems, Inc., or such parties' rights and obligations thereunder.

Customer acknowledges that the pricing terms set forth in this Quote represent a unique use case and agrees that such pricing is not available to the Customer Group.

## Agreement

This Order is governed by the terms of the Kong Master Software License Agreement found at <http://konghq.com/enterprisesoftwarelicense/> as of the Order Effective Date, unless (i) there is a separate written and signed agreement between Kong and Customer for the license of the Software, in which case this Order is governed by the separate agreement (as applicable, the online agreement or separate agreement are the "Agreement"), or (ii) otherwise set forth in this Order. The Agreement is incorporated in this Order by reference. Capitalized terms used but not defined in this Order will have the meaning given to them in the Agreement.

**Agreed and accepted as of the Order Form Effective Date (specified below). The Customer signatory below represents they have the authority to bind Customer.**

**Kong Inc.**

Signed

Name:

Title:

DocuSigned by:



F2E37665C61247F...

Justin Hsu

VP, Finance and Controller

**Customer:**

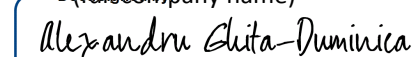
AppDynamics LLC

(full company name)

Signed:

Name:

Title:



928A0068400C9454

Alexandra Gita-Duminica

General Counsel

Order Form  
Effective Date:

\_\_\_\_\_  
April 26, 2022  
\_\_\_\_\_

Date:

\_\_\_\_\_  
April 26, 2022  
\_\_\_\_\_

**\*\*“User Account”** means each unique user account that interacts with the Software directly. For clarity, User Accounts do not include internal or external accounts that interact with the Software solely for the purpose of producing or 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.

**\*\*\* “Service”** means a Service Object in the Software.