



Testim Inc. ("Testim")
 Address: 325 9th St, San Francisco, CA 94103
 Tel: +1 (650) 665 9293
 Email: info@testim.io
<https://testim.io>

Reference number:01162020APPD
 Quote date: 1/16/2020
 Valid until: 1/31/2020
 Submitted by: Testim Sales

To: AppDynamics LLC ("Customer")
 Attn: Soumik Saha

Email: soumik.saha@appdynamics.com

The Services. This proposal is for a 12-month license subscription to Testim starting 1/31/2020 and ending on 1/30/2021 ("Term"), as follows:

License	Price per unit (per month)	Discount	Quantity	Total
5,000 test runs / month	\$1,792	-	1	\$21,504
Testim Pro License for Web	Included	Included	Unlimited	-
Testim Capture for bug reporting	Included	Included	Unlimited	-
Testim Applitools Connector	Included	Included	Unlimited	-
Testim Grid for parallel runs	\$100	100%	8	-
Projects	\$250	100%	3	-
-Assigned Customer Success Engineer which will do monthly check-ins - Assigned Platform Specialist - Remote onboarding Sessions - 24/7(except holidays) In-platform Chat Support <u>Training is not limited to these topics but typically includes all of the following:</u> -- Test Authoring -- Dynamic Locator use -- Test Assertions -- Save/Revisions -- Labels -- Groups -- Parameterization --Handling Logins --Running Tests --Using Scheduler -- CLI --Reporting --User Documentation -- Bug Reporting -- Test Architecture -- Test Organization -- Test Length optimization -- Naming Conventions -- Integration Recommendations -- Industry-Leading Best Practices --Professional Debugging	\$500	100%	1	-
Total				\$21,504

Overages on Test Runs: Exceeding the test run limit will result in an additional one-off charge(s) of \$500 in the month consumed for each bucket of 1000 runs partially or fully consumed. Clients can access their test run totals within Testim via the subscription page located at the top left corner of their account.

Optional:

Test Runs/month -

During the service term, the Customer can choose to upgrade to any of the corresponding discount tiers. Once transitioned to the new larger bucket of runs, Customer will remain on that subscription fee and discount structure for the remainder of the term. Furthermore, the Customer will be allowed to upgrade multiple times within their annual term. However, once at a tier, it is not allowed to revert to a lower-tier (i.e. Tier3, to Tier 2) until the annual subscription term ends. Please note, the upgrade will be co-termed with the annual subscription, and billed immediately upon submission.

Tier 1: 10K Test runs/mo = \$2,917/mo

Tier 2: 25K Test runs/mo = \$4,125/mo

Tier 3: 50K Test runs/mo = \$6,250/mo

Tier 4: 100K Test runs/mo = \$8,875/mo

1. Payment terms:

Billing - Annual.

Due date - Net sixty (60) days from invoice date

Method of payment: wire transfer

All fees due and other charges stated herein are exclusive of and do not include any Taxes (defined in the TOS)

2. Upon Customer's authorized signature below, this proposal will become a legally binding order between Customer and Testim Inc. ("**Order**"). Customer shall not add any term to the Order without Testim's prior written agreement, and any term added without such prior written agreement shall be void and without any force.
3. The Order, along with Testim's Terms of Services (set forth in Appendix I) (collectively, "**TOS**") together form the agreement between Testim and Customer with regard to the Services.

IF YOU AGREE WITH THE TERMS OF THIS PROPOSAL, PLEASE COMPLETE AND SIGN BELOW IN ORDER TO INDICATE YOUR AGREEMENT.

DocuSigned by:

Ronit Belson

7358EB3841004A2...

Testim Inc.

Date: January 30, 2020

Print name: Ronit Belson

Title: Founder & CEO

DocuSigned by:

George Karamanos

EADD3AC1EF6B486...

AppDynamics LLC

Date: January 30, 2020

Print name: George Karamanos

Title:

General Counsel

Invoices must quote a valid Customer purchase Order and should be sent to the following e-mail address: accountspayable@appdynamics.com

Appendix I – Terms of Service

1. These Terms of Service, together with Testim's Privacy Policy which can be found at <https://www.testim.io/privacy> (collectively, "**TOS**"), govern Customer's (defined below) access to and use of Testim's Services (defined below).

"**Testim**" means Testim Inc. and/or any of Testim Inc.'s affiliates, including without limitation Testim Computerized Verifications Ltd.

"**Customer**" means you, or the entity on whose behalf you are agreeing to the TOS. You represent and warrant that you have full legal authority to bind Customer to the TOS.

2. The TOS will take effect with a fully executed written order or quote for the Services ("**Order**"). All Orders form part of the TOS. Where there is a conflict between the documents forming the TOS, the precedence of the documents with respect to that conflict shall be: the applicable Order, these TOS, and the Privacy Policy.
3. **Customer Access to and Use of the Services.** Customer may access and use the Services solely subject to and in accordance with the TOS. Customer will comply with all applicable laws, rules, and regulations in connection with Customer's use of the Services. Although the Services may be accessible worldwide, Testim makes no representation that materials contained therein are appropriate or available for use in any particular jurisdiction and accessing them from jurisdictions where their contents are illegal is prohibited.
4. **Customer's License.** In consideration for Customer's ongoing compliance with the TOS and full and punctual payment of the Fees (to the extent applicable), Testim hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to access and use the Services, solely for Customer's internal business purposes ("**License**").
5. **The Services.** The "**Services**" include Testim's automated QA tests authoring software, tests execution service and the Testim Capture tool for bug reporting, and any other products or services provided by Testim to Customer, and all documentation, updates, upgrades and enhancements thereto ("**the Documentation**"). To use the Services, Customer must maintain a proper, high-speed internet connection to connect Customer's network to the Services and may be required to install a plugin or SDK software or acquire a third-party license in order to use the Services. Use of the Services is restricted to such specific user(s) (each, a "**Permitted User**") and number of Executions per month ("**Execution Limitation**") as set forth in the applicable Order (or Execution Limitation of 100 and 1 Permitted User if using the Basic plan). "**Execution**" means a single test execution using Testim's editor or CLI. The calculation of the Execution Limitation entitled to a Permitted User will be made in the aggregate with respect to all Executions licensed to Customer. For instance, if Customer has licensed four Executions, then a single Permitted User may use all four Executions, provided that no Executions are being used by any other Customer Permitted User. If Customer exceeds the Execution

Limitation, Customer will be required to upgrade its license to cover the extra Executions and/or will be charged overage fees as specified in the relevant Order.

6. Customer Responsibility. To access and use the Services, Customer and Permitted Users must access Customer's account ("**Account**"), for which User Data (defined below) is required. At all times Customer shall be responsible for: (i) the activities of Permitted Users, (ii) the activities of unauthorized users that access the Services by way of Customer's Account credentials, while engaged by Customer, and/or while using Customer's premises or equipment, (iii) the accuracy of User Data, and (iv) for Customer Content (defined below), including without limitation the legality and security of Customer Content. Customer must keep Account details, including Account access details, safe, secure and confidential at all times and shall notify Testim within 72-hours in the event that Customer becomes aware of any unauthorized access to the Account or any violation of the TOS.

"**User Data**" means identifying information relating to Customer and Permitted Users such as name and email address, furnished to Testim solely in connection with access and use of the Website and/or the Services.

"**Customer Content**" means collectively (i) User Data, (ii) code and other content uploaded or otherwise provided by Customer and Representatives in connection with the Services, and (iii) the results of the Services.

- 7. Customer Content.** As between the parties, Customer or its licensors owns all right, title and interest in and to the Customer Content. Customer consents to the access and use of Customer Content by Testim and its third-party service providers to provide the Services and in accordance with the TOS.
- 8. Testim's Ownership.** Testim and its licensors own and reserve all rights, title and interest in and to the Services, including without limitation to all of Testim's copyrights, trademarks, service marks, and logos, all enhancements, modifications and derivatives thereto, and all related worldwide intellectual property rights, whether registered or not and whether registerable or not. Nothing in the TOS grants Customer any right to use any of Testim's intellectual property, including without limitation any of its copyrights, trademarks, service marks, or logos.
- 9. Responsibility for Customer Content.** Customer is solely responsible for the legality and appropriateness of all Customer Content and for compliance with all laws and regulations applicable to Customer Content, including without limitation all applicable import and export, intellectual property, and privacy and data protection laws and regulations. Without derogating from the generality of the foregoing, Customer shall ensure that Customer Content: (i) is not defamatory, misleading, fraudulent, does not promote or facilitate illegal activity, and does not contain illegal content, (ii) does not distribute viruses, worms, Trojan horses, corrupted files, time bombs, hoaxes, or other items of a disabling, destructive, damaging, or deceptive nature, and (iii) does not disable, interfere with, or circumvent any part of the Services. Testim may, but is not obligated to, monitor Customer Content, and it is Customer's responsibility to monitor all Customer Content to ensure that it complies with the TOS and applicable law, and Customer is responsible for properly handling and processing any communications sent to Customer alleging that Customer Content violates rights or otherwise is in breach of applicable law.

10. No Sensitive Data. Customer acknowledges and agrees that except for User Data furnished by Customer or Permitted Users solely to access and use the Services and/or the Website, no information relating to an identified or identifiable natural person shall be provided to Testim directly or through the Services, and Customer understands that the Services are not intended for use to transfer, process, use or store information relating to an identified or identifiable natural person, and Customer agrees not to use the Services for such purpose. Customer represents and warrants to Testim that Customer shall not upload or otherwise provide, in connection with the Services, any Customer Content that may constitute a special category of data pursuant to any applicable information security, data protection, privacy and/or other statute, act, law, regulation or directive, such as sensitive personal data (including without limitation personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, criminal convictions, health, or sex life).

11. Fees and Interest. Customer shall pay Testim the fees as set forth in the relevant Order ("**Fees**") within sixty (60) days of date of invoice, unless other payment terms are specified in such Order, in which case those terms shall prevail. Invoicing of the Order amount shall be done on or prior to the beginning of the Term (defined in Section 16) ("**Invoice Period**") and shall be paid by Customer within sixty (60) days of date of invoice, unless other terms are specified in the Order, in which case such terms will prevail. All Fees are non-cancellable and non-refundable. Customer is responsible for paying the full amount of the Fees for each Invoice Period, whether or not Customer actually uses the Services during all or part of such Invoice Period.

12. Taxes. Fees do not include taxes, levies or duties of any nature. Customer is responsible for all applicable taxes (including without limitation all sales, use, shipment, value-added and other taxes), levies or duties arising in connection with the Services when invoiced by Testim or will supply appropriate tax exemption certificates to Testim in a form satisfactory to Testim.

13. Third Party Services. Certain parts of the Services may be provided by third party service providers ("**Third Party Services**"). Subject to applicable law, Testim may, in Testim's sole discretion, retain and replace Third Party Services and third-party service providers from time to time provided that Testim will be fully responsible for such parties.

14. Right to Terminate or Suspend Services. If Testim believes in its sole discretion that there may have been or may be a violation of Customer's warranties and/or obligations under the TOS, Testim may, in its sole discretion and without any requirement to monitor Customer's compliance, to immediately: (i) reduce certain functionalities or performance of the Services, (ii) suspend or terminate the provision of Services to Customer, and/or (iii) block the transmission of Customer Content which in Testim's reasonable opinion might violate applicable law or the rights of others and/or might subject Testim to liability. Testim may also take the foregoing measures if Testim reasonably believes that any Customer Content may have been or is at risk of being accessed by a third party without authorization, until the suspected intrusion is resolved.

15. Term. The License for the Services shall commence as of the starting date detailed in the applicable Order or when Customer first accesses the non-payment services, as applicable, and will be in effect for the term specified therein ("**Term**"). The Term can be extended by the parties by executing an additional Order or amendment. The Term for non-payment Services signed up for on the Website and not through an Order shall continue until terminated by either party.

16. Termination of the Services. Customer may terminate the Services by providing written notice to Testim at info@testim.io. Once written notice is received, termination will take effect upon the last day of the Term, unless provided otherwise in the applicable Order in which case such provisions will prevail. Notwithstanding any other term in the TOS, Testim may terminate non-payment Services at any time and for any reason. In addition, Testim may terminate provision of the Services and make commercially reasonable efforts to provide Customer prior notice, and with the help of Customer resolve the issues causing such suspension of Service: (i) if Testim believes that Customer has violated any provision of the TOS or applicable law, (ii) if Testim is threatened with a legal claim related to the provision of the Services, (iii) if Testim's relationship with a third party service provider terminates or requires Testim to modify, suspend or terminate the Services, (iv) if Testim believes providing the Services could create a substantial or unreasonable economic or technical burden or security risk, (v) in order to comply with applicable law or requests of governmental or administrative entities, or (vi) if Testim determines that the use of the Services by Customer or Testim's provision of any of the Services has become impractical or unfeasible. Testim reserves the right, at its sole discretion, at any time to modify, improve, correct or discontinue, temporarily or permanently, the Services or any part thereof, with or without notice. If Testim in its discretion chooses to cease providing the current version of the Services or any of its features and/or specific functions, whether through discontinuation of the Services or by upgrading or downgrading the Services to a newer version, Customer may not be able to continue using the previous version of the Services. Customer understands and agrees that features and/or functions of previous Services versions might be removed in future versions thereof, and that Testim shall not be liable to Customer or to any third party for any modification, suspension or discontinuance of the Services. If Testim terminates the Service for any of the occurrences as described above Testim agrees to refund within thirty (30) days to Customer a pro-rata refund of the fees paid for under the TOS for its use of the Service but which use has not yet been furnished by Testim as of the date of such termination.

17. Effect of Termination. Upon termination of the provision of the Services, Customer's license will end, all of Customer's rights to use the Services shall terminate, and Customer will no longer have access to any evaluations, tests, test results, electronic communications and/or data that was posted, uploaded or otherwise transmitted to the Services. Thirty days following termination of the provision of the Services, Testim will delete Customer Content. The provisions of Sections 1, 2, 3, 7 (Customer Responsibility), 8 (Customer Content), 9 (Testim's Ownership), 10 (Responsibility for Customer Content), 11 (No Sensitive Data), 12 (Fees and Interest), 13 (Taxes), 17 (Termination of the Services), 18 (Effect of Termination), 19 (Customer Representations and Warranties), 20 (Testim Representations and Warranties), 21 (Open Source Software), 22 (Restrictions), 23 (Suggestions), 24 (Third Party Links), 25 (Confidentiality), 28 (Disclaimer of Warranties), 29 (Limitation of Liability), 30 (Indemnification), 31 (Privacy), 33 (No Third-Party Beneficiary), 34 (Miscellaneous) shall survive termination of the provision of the Services for any reason.

18. Customer Representations and Warranties. Customer represents and warrants to Testim that: (i) Customer has the requisite power and authority to enter into the TOS and to perform all of its obligations under the TOS, (ii) all Account information Customer has provided Testim for the purpose of receiving the Services is complete and accurate, and Customer shall update its Account information to maintain the completeness and accuracy thereof throughout the Term, (iii) if Customer makes use of software not provided by Testim, Customer has a valid written license agreement permitting Customer to use such software in connection with the Services and Customer shall bear all liability for all damage in connection with Customer's use of any such software, including damage to the Services, and (iv) Customer is and will remain throughout the Term in compliance with all applicable law,

including without limitation all applicable data protection, privacy, and intellectual property laws, relating to its use of the Customer Content and Services.

19. Testim Representations and Warranties. Testim represents and warrants to Customer that: (i) Testim has the requisite power and authority to enter into the TOS and to perform all of its obligations under the TOS, (ii) Testim is and will remain throughout the Term in compliance with all applicable law, including without limitation all applicable data protection, privacy, and intellectual property laws, relating to its Services, (iii) that during the first 30 days following the date the Service is purchased, the Service will, in all material respects, conform to the functionality described in the then-current Documentation for the applicable Service version. Testims' sole and exclusive obligation, and Customer's sole and exclusive remedy, for a breach of this warranty shall be that Testims shall be required to repair or replace the Service to conform in all material respects to the Documentation, and if Testims is unable to materially restore such functionality within 30 days from the date of written notice of such breach, Customer may terminate the license to the affected Service upon written notice and Testims shall promptly provide a pro-rata refund of the Software license fees (or Maintenance and Support Fees, for perpetual licenses) that have been paid in advance for the remainder of the License Term for the applicable Service (beginning on the date of termination). Customer must notify Testims of any warranty breaches within such warranty period.

20. Restrictions. Customer may use the Services solely for its own internal use and as expressly permitted by the TOS. Customer shall not, will not attempt to, and will not allow third parties to: (i) modify, alter, tamper with, repair, or create derivative works of any part of the Services, (ii) reverse engineer, disassemble, decompile, or translate the Services or apply any other process or procedure including for the purpose of deriving or attempting to derive the source code of any software included in the Services, (iii) create multiple Accounts to simulate or act as a single Account or otherwise access the Services in a manner intended to avoid incurring Fees or otherwise breach the TOS, (iv) resell, sublicense, or otherwise allow a third party's access to the Services, (v) copy any ideas, features, functions or content of the Services, or use the Services to create a competitive product or service, (vi) remove, alter or obscure any identification, attribution, or other proprietary notices contained on or within the Services, (vii) monitor the Services for any purpose, including without limitation its availability, performance or functionality, (viii) gain or attempt to gain unauthorized access to Testim's systems or network, (ix) publish, post, upload or otherwise transmit to the Services any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any systems, data, personal information or property. Customer shall be fully responsible for its Representatives' adherence to the TOS. As a condition to making the Services available to Customer, Customer undertakes that it will not assert, authorize, assist or encourage any third party to assert against Testim or its licensors, affiliates or users, any infringement or other claim in connection with the Services. Except for the express rights granted herein, Testim does not grant, and Customer does not receive, any other rights, express or implied.

21. Suggestions. Should Customer provide Testim with any ideas, feedback or suggestions regarding the Services ("**Suggestions**"), including without limitation in connection with bug fixes or improvements, Testim will irrevocably own all right, title and interest in and to the Suggestions and will be free to use the Suggestions without any liability or payment to Customer, without notifying Customer, and without Customer's prior written consent. Customer hereby irrevocably assigns to Testim all right, title and interest in and to all Suggestions and agrees to provide Testim with such reasonable

assistance required in order to document, perfect and maintain Testim's rights in and to the Suggestions, at Testim's cost.

22. Third Party Links. The Website may include references and/or hyperlinks links to information, websites, documents, software, materials, products, promotions and/or services provided by third parties ("**Third-Party Products**"). Testim has no control over, makes no effort to review the content of, and assumes no responsibility for, the content, privacy policies, terms of use, or practices of any third parties or Third-Party Products. Any Third-Party Product that Customer acquires, uses, or accesses, and any exchange of data between Customer and such third party, is solely between Customer and the third party.

23. Confidentiality. Each party agrees to keep confidential and to use only for purposes of performing its obligation under the TOS, any proprietary or confidential information of the other party disclosed pursuant to the TOS. The obligation of confidentiality shall not apply to information which is publicly available through authorized disclosure or which is required by law, government order or request to be disclosed (provided that the receiving party shall give written notice to the other party prior to such disclosure and an opportunity, at the objecting party's expense, to take legal steps to resist or narrow such request). Customer acknowledges that the Fees, the Services, the software contained in the Services including the results of any performance tests of the Services or software, and any third-party data or information disclosed by or on behalf of Testim to Customer in connection with the Services shall be deemed to be Testim's confidential information.

24. Services Warranty. Testim warrants throughout the Term, the Service, if operated as directed by Testim in writing, shall operate substantially in accordance with the functionalities provided by Testim to Customer in writing ("**Services Warranty**"). Testim's sole liability and Customer's sole and exclusive remedy for any breach of the Services Warranty by Testim shall be for Testim to make reasonable commercial efforts to repair the non-conforming functionality of the Services that does not meet the Services Warranty, within reasonable time. The Services Warranty applies only with respect to failures in operation of the Services that are reproducible in standalone form, and the Services Warranty does not apply if the failure to meet the Services warranty is caused by: (i) faulty usage or set-up, (ii) alterations undertaken without Testim's prior written consent, (iii) a version of the Services that is not the current version of the Services, (iii) a combination, operation or use of the Services with software, hardware or other materials not licensed under the TOS, (iv) the Services being operated or used in violation of the TOS or its Documentation.

25. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SPECIFIED IN THE TOS, THE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. TESTIM, ITS LICENSORS, RESELLERS AND THIRD PARTY SERVICE PROVIDERS, MAKE NO EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTIES, REPRESENTATIONS OR GUARANTEES OF ANY KIND IN CONNECTION WITH THE SERVICES OR THE THIRD PARTY SERVICES, INCLUDING WITHOUT LIMITATION ANY WARRANTY, REPRESENTATION OR GUARANTEE THAT THE SERVICES OR THE THIRD PARTY SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR THAT ANY TESTING OR VERIFICATION DATA OR RESULTS WILL EFFECTIVE, ACCURATE, RELIABLE, SECURE AND NOT LOST OR DAMAGED. THE SERVICES (INCLUDING THE THIRD PARTY SERVICES) COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS, OR BUGS. IN ADDITION TO OTHER THIRD PARTIES PROVIDING THIRD PARTY SERVICES, TESTIM USES, OR MAY USE, THIRD PARTY VENDORS AND HOSTING PARTNERS TO PROVIDE THE

NECESSARY HARDWARE, SOFTWARE, NETWORKING AND RELATED TECHNOLOGY REQUIRED TO RUN THE SERVICES AND TESTIM ALSO MAKES NO WARRANTIES WITH RESPECT TO SUCH THIRD PARTY SERVICES AND TESTIM SHALL NOT BE RESPONSIBLE FOR ANY FAILURES ATTRIBUTABLE TO SUCH THIRD PARTIES OR THIRD PARTY SERVICES. WITHOUT DEROGATING FROM THE GENERALITY OF THE FOREGOING, TESTIM DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. TESTIM DOES NOT GUARANTEE THE PERFORMANCE OF INTERNET CONNECTIVITY, COMPUTER NETWORKS, AND TELECOMMUNICATIONS FACILITIES TESTIM DOES NOT CONTROL OR MANAGE. THE USE OF THE SERVICES IS DONE AT CUSTOMER'S SOLE DISCRETION AND RISK AND WITH CUSTOMER'S AGREEMENT THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE, INCLUDING WITHOUT LIMITATION TO COMPUTER SYSTEMS AND LOSSES OF DATA, THAT MAY RESULT FROM SUCH ACTIVITIES. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT INTENDED FOR USE IN CONNECTION WITH THE OPERATION OF NUCLEAR FACILITIES, AIR TRAFFIC CONTROL OR LIFE SUPPORT SYSTEMS, WHERE THE USE OF OR FAILURE OF THE SERVICES COULD LEAD OR CONTRIBUTE TO DEATH, PERSONAL INJURY OR ENVIRONMENTAL DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

26. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY, ITS LICENSORS, OFFICERS, DIRECTORS, ADVISORS, REPRESENTATIVES, RESELLERS OR THIRD PARTY SERVICE PROVIDERS, BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA OR RESULTS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR CLAIMS OF THIRD PARTIES, REGARDLESS OF THE CAUSE OF ACTION (INCLUDING WITHOUT LIMITATION CONTRACT OR TORT), EVEN IF ADVISED OF THE POSSIBILITY OF DAMAGES AND EVEN IF DAMAGES ARE FORESEEABLE. NOTWITHSTANDING ANY OTHER PROVISION IN THE TOS, THE MAXIMUM AGGREGATE LIABILITY OF TESTIM , AND ITS LICENSORS, OFFICERS, DIRECTORS, ADVISORS, REPRESENTATIVES, RESELLERS AND THIRD PARTY SERVICE PROVIDERS, TO CUSTOMER AND ALL THIRD PARTIES, UNDER ANY CAUSE OF ACTION, SHALL NOT EXCEED THE FEES ACTUALLY RECEIVED BY TESTIM FROM CUSTOMER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF AN EVENT GIVING RISE TO A CLAIM EXCEPT TO THE EXTENT SUCH OCCURRENCE IS ALSO A DATA BREACH, THEN THE MAXIMUM AGGREGATE LIABILITY OF TESTIM SHALL BE CAPPED AT US\$1 MILLION DOLLARS. THIS IS AN AGGREGATE LIMIT AND THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. CUSTOMER ACKNOWLEDGES THAT THIS FOREGOING LIMITATION OF LIABILITY IS AN ESSENTIAL PART OF THE TOS AND ABSENT SUCH LIMITATION TESTIM WOULD NOT PROVIDE THE SERVICES TO CUSTOMER OR ENTER INTO THE TOS WITH CUSTOMER. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

27. Indemnification. Customer will defend, indemnify, and hold harmless Testim and its licensors, officers, directors, advisors, representatives, resellers and Third Party Service Providers, from and against any claims, damages, losses, liabilities, costs, fines and expenses (including attorneys' fees) arising out of or relating to: (i) Customer's actual or alleged breach of any provisions of the TOS or any applicable law, (ii) any activity held under Customer's Account, including by unauthorized third parties, (iii) Customer's use of other software or applications with the Services, and (iv) Customer Content and/or the combination of Customer Content with other applications, content or processes, including any claim involving actual or alleged infringement or misappropriation of third party rights

arising out of or in connection with Customer Content and including any actual or alleged claim that appropriate consents were not obtained from data subjects to the collection or processing of their personal data. Testim shall notify Customer of any claim subject to indemnification, provided that Testim's failure to do so shall not affect Customer's obligations hereunder, except to the extent that Testim's failure to promptly notify Customer materially delays or prejudices Customer's ability to defend the claim. At Testim's option, Customer will have the right to defend against any such claim with counsel of Customer's choosing (subject to Testim's written consent) and to settle such claim as Customer deems appropriate, provided that Customer shall not enter into any settlement without Testim's prior written consent and provided that Testim may at any time elect to take over control of the defense and settlement of the claim upon written notice to Customer.

Testim will defend, indemnify, and hold harmless Customer and its licensors, officers, directors, advisors, representatives, resellers and Third Party Service Providers, from and against any claims, damages, losses, liabilities, costs, fines and expenses (including attorneys' fees) arising out of or relating to: (i) Testim's actual or alleged breach of any provisions of the TOS or any applicable law, (ii) any third party claim to the extent such claim alleges that the Service infringes or misappropriates any patent, copyright, trademark or trade secret of a third party, and Testim shall pay all costs and damages finally awarded against Customer by a court of competent jurisdiction as a result of any such claim. Customer shall notify Testim of any claim subject to indemnification, provided that Customer's failure to do so shall not affect Testim's obligations hereunder, except to the extent that Customer's failure to promptly notify Testim materially delays or prejudices Testim's ability to defend the claim. At Customer's option, Testim will have the right to defend against any such claim with counsel of Testim's choosing (subject to Customer's written consent) and to settle such claim as Testim deems appropriate, provided that Testim shall not enter into any settlement without Customer's prior written consent and provided that Customer may at any time elect to take over control of the defense and settlement of the claim upon written notice to Testim.

28. Privacy. Testim collects information about Customer through Customer's subscription to the Services and access to and use of the Website. By subscribing to the Services and/or by accessing and using the Website, Customer agrees that Testim may retain, use, and publish such collected information in accordance with the Testim Privacy Policy which can be found at <https://www.testim.io/privacy>.

29. Force Majeure. In the event that either party shall be delayed or prevented from the performance of any obligation hereunder (except with respect to the payment of Fees) by reason of strike, labor trouble, inability to procure materials, power failure, government or judicial order, riot, insurrection, declared or undeclared war, terrorist act, weather or other Act of God, or any other reason beyond such party's control, then performance of such party's obligations under the TOS shall be excused for the period of such delay. The party affected by Force Majeure shall provide notice to the other party of the commencement and termination of the Force Majeure.

30. No Third-Party Beneficiary. The TOS does not create any third-party beneficiary rights in any individual or entity that is not a party to the TOS.

31. Miscellaneous. The TOS constitutes the entire agreement between Customer and Testim. The TOS shall be governed by the internal laws of the State of California without regard of its conflict of laws rules, and the parties hereby submit to the exclusive jurisdiction of the courts of San Francisco, California in connection with any dispute in connection with the TOS, provided that Testim shall be

entitled to institute an action in any court of competent jurisdiction to obtain injunctive relief or otherwise protect or enforce its intellectual property rights or interests. The TOS will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded. All rights are cumulative. Testim may freely assign any of its rights and obligation under the TOS. Customer may not assign the TOS without the prior written consent of Testim. No delay or failure to take any action with respect to any breach of the TOS shall constitute a waiver of such breach or any subsequent or other breach. All waivers must be in writing to be effective. If any provision of the TOS is declared invalid or unenforceable, the remaining provisions of the TOS shall not be affected thereby and shall remain in full force. For any questions, please contact Testim at: info@testim.io.

IF YOU AGREE WITH THE TERMS OF THIS TOS, PLEASE COMPLETE AND SIGN BELOW IN ORDER TO INDICATE YOUR AGREEMENT.

DocuSigned by:
Ronit Belson
7356EB3841004A2...

Testim Inc.

Date: January 30, 2020
Print name: Ronit Belson
Title: COO

DocuSigned by:
George Karamanos
EADD3AC1FF6B486...

AppDynamics LLC

Date: January 30, 2020
Print name: George Karamanos
Title: General Counsel

Appendix A

Data Protection

1. Data Protection

1.1. Definitions: In this Appendix A, the following terms shall have the following meanings:

"controller", "processor", "data subject", "personal data" and "processing" (and "process") shall have the meanings given in the Data Protection Law; and

"Data Protection Law" shall mean: (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data; (ii) on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

1.2. Relationship of the parties: AppDynamics (the controller) appoints the Service Provider as a processor to process the personal data described in Annex A ("Data"). The Service Provider shall, and shall ensure that its agents or subcontractors shall, comply with the obligations that apply to Service Provider under Data Protection Law.

1.3. Purpose limitation: AppDynamics hereby instructs the Service Provider (and authorizes Service Provider to instruct each of its subcontractors) to process the Data solely to the extent necessary to perform its obligations under this Agreement and strictly in accordance with any reasonable documented instructions of AppDynamics, where such instructions are consistent with the terms of the Agreement (the "**Permitted Purpose**"), except where otherwise required by any European Union (or any EU Member State) law. The Service Provider shall promptly inform AppDynamics if, in the Service Provider's opinion, any instruction given by AppDynamics to the Service Provider contravenes Data Protection Law. Additional instructions outside the scope of the Agreement require prior written agreement between AppDynamics and the Service Provider.

1.4. International transfers: The Service Provider shall not transfer the Data (nor permit the Data to be transferred) outside of the European Economic Area ("**EEA**") or a country which has been recognized by the EU Commission as providing an adequate level of protection of personal data unless it takes measures to ensure the transfer is in compliance with Data Protection Law.

1.5. Confidentiality of processing: The Service Provider shall ensure that it shall only disclose the Data to, or allow access to the Data by, the employees of the Service Provider or those of its agents or subcontractors (as applicable) (an "**Authorised Person**") who are subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty). The Service Provider shall ensure that all Authorised Persons process the Data only as necessary for the Permitted Purpose.

1.6. Reliability of Authorised Persons: The Service Provider shall take reasonable steps to ensure the reliability of all Authorised Persons (including, without limitation, appropriate training in data protection and security, integrity and confidentiality of personal data).

1.7. Security: The Service Provider represents that it has, and shall continue to maintain (taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons), appropriate technical and organisational measures to ensure a level of security appropriate to the risk, which are aimed to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Data (a "**Security Incident**"), all as detailed under Annex C hereto.

1.8. Security incidents: Upon becoming aware of an actual or reasonably suspected Security Incident, the Service Provider shall inform AppDynamics without undue delay, and in any event, within forty-eight (48) hours, and shall provide all such timely information and cooperation as AppDynamics may require in order for AppDynamics to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) Data Protection Law. The Service Provider shall further take reasonable measures and actions necessary to remedy or mitigate the effects of the Security Incident and shall keep AppDynamics informed of all developments in connection with the Security Incident. The Service Provider shall provide AppDynamics with a detailed report on any Security Incident as soon as practicable following the Security Incident including details of (i) the cause and nature of the Security Incident; (ii) whether any Data was corrupted, destroyed, lost or accessed without authorisation, and, if so, which Data; (iii) the steps taken by the Service Provider to

mitigate the effects of the Security Incident; and (iv) measures put in place to prevent the reoccurrence of the Security Incident.

1.9. Loss or corruption of data: If any Data in the possession and/or control of the Service Provider is lost, corrupted or rendered unusable for any reason, the Service Provider shall promptly notify AppDynamics and restore such Data including by using its back up and/or disaster recovery procedures, at no cost to AppDynamics.

1.10. Rectification of Data: The Service Provider shall promptly carry out any request from AppDynamics (which is technically feasible, reasonable and consistent with the terms of the Agreement) requiring the Service Provider to amend, transfer, copy or delete any Data or any subsets of Data, all while taking into account the nature of the processing.

1.11. Return or Deletion of Data: On the expiry or termination of the Agreement, the Service Provider shall immediately cease to use, and shall procure that its agents and subcontractors cease to use, the Data and shall arrange for its safe return or destruction as shall be required by AppDynamics at the relevant time (unless the law applicable to the Service Provider, European Union, Member State and/or UK law requires storage of the personal data).

1.12. Subcontracting: AppDynamics hereby (i) grants Service Provider a general authorization to engage (and permits each subcontractor appointed in accordance with this Section to engage) subcontractors to provide the services under the Agreement; and (ii) confirms that the Service Provider may continue to use those subcontractors already engaged by the Service Provider as of the Agreement Effective Date, which are detailed in Annex B. Service Provider can at any time remove or appoint a new subcontractor, provided that (i) the Service Provider provides at least 30 days' prior notice of the addition or removal of any subcontractor (including details of the processing it performs or will perform) to legal@appdynamics.com; (ii) the Service Provider enters into a written agreement with the subcontractor that imposes data protection terms that protect the Data to at least the same standard provided for by this Appendix; and (iii) the Service Provider remains fully liable and responsible for subcontractor's failure to fulfill its data protection obligations with respect to the Data. If AppDynamics objects to any change, addition or replacement of a subcontractor, on reasonable grounds, within the timeframe stipulated under subsection (i) above, then either the Service Provider, at its discretion, will not appoint the subcontractor or suspend or restrict the services, with immediate effect. "Subcontractor" means any third party (but excluding an employee of the Service Provider) appointed by or on behalf of Service Provider to process the Data for the benefit of AppDynamics in connection with the Agreement;

1.13. Data subjects' rights: The Service Provider shall notify AppDynamics of any requests received from a data subject exercising their rights under Data Protection Law. Taking into account the nature of the processing, the Service Provider shall provide reasonable assistance to AppDynamics to enable AppDynamics to respond to any request from a data subject to exercise any of its rights under Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable).

1.14. Consultation and impact assessments: The Service Provider shall, if requested by AppDynamics, provide AppDynamics with reasonable assistance to enable AppDynamics to conduct a data protection impact assessment or supervisory authority consultation, solely in relation to the processing of Data by the Service Provider, taking into account the nature of processing and information available to the Service Provider.

1.15. Notices from Data Protection Authorities: The Service Provider shall promptly notify AppDynamics promptly upon receipt of a notice from any regulatory or government body, including any supervisory authority, which relates directly or indirectly to the processing of the Data and shall cooperate on request with any relevant EU or Member State supervisory authority.

1.16. Records of Processing: During the term of the Agreement, the Service Provider shall maintain a written record of all categories of processing activities carried out on behalf of AppDynamics, containing all information required under Data Protection Law, and make this record available on request to AppDynamics or any relevant EU or Member State supervisory authority.

1.17. Security Information: During the term of the Agreement, the Service Provider shall provide to AppDynamics any information or assurance necessary to demonstrate compliance with its obligations under this Appendix A or as may be reasonably required by AppDynamics to comply with its obligations under Data Protection Law (including the security of any Data processed by the Service Provider).

1.18. *Audit:* The Service Provider shall make available to AppDynamics, all information necessary and allow for and contribute to audits of such data processing facilities, procedures, records and documentation which relate to the processing of the Data, all at AppDynamics's sole expense, including without limitation, inspections (on reasonable written notice) by AppDynamics, its auditors or agents or any regulatory or government body, including any supervisory authority, in order to ascertain compliance with the terms of this Appendix or Data Protection Law. If and to the extent AppDynamics engages third party auditors, such third parties have to be bound to confidentiality obligations similar to those agreed by AppDynamics under the Agreement and this Appendix. Notwithstanding the above, AppDynamics shall only be entitled to conduct such inspection during business hours and no more than once during one calendar year, provided that nothing in this Section shall limit the timing and scope of any audit required to be conducted by an applicable Data Protection Law. AppDynamics shall avoid (and ensure that each of its auditors avoids) causing any damage, injury or disruption to the Service Provider's premises, equipment, personnel and business while its personnel are on those premises in the course of such audit or inspection. Nothing in this Attachment A will require the Service Provider either to disclose to AppDynamics (and/or its auditors), or provide access to: (i) any data of any other customer of the Service Provider; (ii) Service Provider's internal accounting or financial information; (iii) any trade secret of the Service Provider; or (iv) any information that, in Service Provider's sole discretion, could compromise the security of any of Service Provider's systems or premises or cause the Service Provider to breach obligations under any applicable law or its obligations to any third party.

1.19. *AppDynamic's Obligations:* AppDynamics represents and warrants to the Service Provider that the Data have been collected, processed and transferred in accordance with the Data Protection Law, including that AppDynamics has received all required consents from its data subjects and that the data subjects were informed that their Data could be transmitted to a third country, outside of the EU/EEA.

Annex a
Data

Subject Matter of Processing

The provision of the services described in the Agreement.

Duration of Processing

For the term of the Agreement.

Nature and Purpose of Processing

The Data will be processed by Service Provider in order to provide the services described in the Agreement.

Type of Personal Data and Categories of Personal Data

Data Subjects

Data about AppDynamics' *customers*.

Personal details

Included in this category are classes of data which identify the data subject and their personal characteristics. Examples are names, addresses, job title, employer, contact details, age, sex, date of birth, physical descriptions, identifiers issued by public bodies, e.g. NI number.

Family, lifestyle and social circumstances

Included in this category are any matters relating to the family of the data subject and the data subject's lifestyle and social circumstances. Examples are details about current marriage and partnerships and marital history, details of family and other household members, habits, housing, travel details, leisure activities, membership of charitable or voluntary organisations.

Education and training details

Included in this category are any matters which relate to the education and any professional training of the data subject. Examples are academic records, qualifications, skills, training records, professional expertise, student and pupil records.

Employment details

Included in this category are any matters relating to the employment of the data subject. Examples are employment and career history, recruitment and termination details, attendance record, health and safety records, performance appraisals, training records, security records.

Financial details

Included in this category are any matters relating to the financial affairs of the data subject. Examples are income, salary, assets and investments, payments, creditworthiness, loans, benefits, grants, insurance details, pension information.

Goods or services provided

Included in this category are classes of data relating to goods and services which have been provided. Examples are details of the goods or services supplied, licences issued, agreements and contracts.

IT information

Included in this category is any information relating to an individual's use of technology or software including IP addresses, any information about the computing or mobile device a person is using, location data gathered from such devices, usernames and passwords, social media handles.

Annex b
Subcontractors

- Amazon.com Inc.
- Cloudinary Inc.
- Microsoft Corporation
- MongoDB Inc.
- Auryc.com
- Applitools Inc.
- Intercom Inc.
- Segment.io Inc.
- Mixpanel Inc.
- Indicative Inc.
- Facebook Inc.
- HubSpot Inc.
- Quora Analytics Inc.
- LinkedIn Corporation
- Google LLC

Annex c
Technical and Organizational Security Measures

As detailed in the Testim SOC2 Type2 audit report and was sent to Cisco InfoSec team on Dec 20, 2019.

Appendix II

Support and Maintenance SLA

Hosted

Copyright

Copyright 2019, Testim Inc. All rights reserved.

The information in this document is subject to change without notice. No part of this document may be reproduced, stored or transmitted in any form or by any means, electronic or mechanical, for any purpose without the express written permission of: Testim Inc.

Testim Inc. assumes no liability for any damages incurred, directly or indirectly, from any errors, omissions or discrepancies between the software and the information contained in this document.

Contents

- 1 License Support services
- 2 Terms & Definitions
- 3 Support & Maintenance.
 - 3.1 SLA Definitions
 - 3.1.1 Malfunction SLA - Response and Resolution.
 - 3.1.2 Production Defects.
 - 3.1.3 Enhancement/Information Request SLA - Response and Resolution.
 - 3.2 Severity Level Definitions
- 4 Support contact information.
- 5 Exclusions from Support & Maintenance.
- 6 Service Availability.

1 License Support services

	Enterprise	Others
Online Support	√	√
Technical Documentation	√	√
SLA	√	
Telephone Support During Business Hours	√	
Designated Customer Support Manager	√	

2 Terms & Definitions

Terms used in this publication are explained in the following table:

Term	Definition
Support	Testim Support team. This group is responsible for the technical communications with customers. They focus on two areas: 1) Work with Customer to resolve issues 2) Work with Support Engineers at Datacenters to address physical needs of the customer.
Support Hours	Daily hours of business that the Support team is available for support. Customers can contact Support 24/7. Support is handled out of Testim’s US and IL offices.
Problem	Refers to a disruption of the Testim service. To prevent misunderstanding, issues disclosed in the product release notes and published product limitations are excluded from the “Problems” category.
Problem Resolution	Refers to changes to the service or procedures that either fix or serve as workaround for a problem.
Workaround	Refers to a temporary bypass, patch or solution for a problem that restores the functionality of a disrupted service.

Service Restoral	Refers to the restoration of a service that was disrupted during a problem. Service Restoral may be either a problem resolution or a workaround.
Availability	Testim platform is operational and allows access to author and run tests.
Force Majeure Event	Such event may include action or inaction of governmental, civil or military authority; fire; strike; lockout or other labor dispute (but not including delays caused by subcontractors or suppliers); flood; war; riot; theft; earthquake and other natural disasters.
Outage	<p>Refers to the period of time between the commencement of the problem either customer notification or Testim detects that there is no availability, and ending when Testim has notified the customer that availability has been restored. Outages shall not include any time that is due to:</p> <ul style="list-style-type: none"> (a) Scheduled Downtime. (b) A failure or fault of customer's systems or of any system not under the reasonable control of Testim or its contractors. (c) A Force Majeure Event. (d) Customer's failing to operate the Testim platform in accordance with the terms of this Agreement.
Response Time	Refers to the time that elapsed between Testim receiving the incident notification and the initial response to the customer by one of the support team members.
Resolution time	<p>Refers to the time elapsed from the commencement of the problem until either a resolution of the incident or the implementation of a workaround that reduces the incidence level and is acceptable by the customer.</p> <p>Please note that in rare situations, Testim requires access to customer network. In these situations, Testim resolution time is dependent on the availability of a Testm engineer or the time it takes the customer to provide such access.</p>
Severity	Refers to an agreed classification of a problem or request in terms of business impact. See section 2.2.
Equipment	Refers to the computer hardware on which the Testim system is installed.
Release	Refers to a version, either full or a hot-fix, of the Testim software or any other 3rd party software that is used in its backend system.

Security Patch	Refers to any software fix released by either Testim or any relevant 3rd party vendor that aims to solve security vulnerabilities.
Maintenance	Refers to the modification of the Testim software and infrastructure in order to deliver new features, correct failures, improve performance or other attributes.
End of Life	Refers to any software (Testim release and / or OS and / or 3rd party) software or hardware that is declared as no longer supported by Testim.

3 Support & Maintenance

1. The customer may contact Testim Support team via the following methods:

a. Via the chat in the Testim WEB application

2. Testim support will respond via chat or phone during the business hours (see section 4 below) and will make a reasonable commercial effort to respond within the Response Times (see section 3 below).

3. Testim may supply support and maintenance services by certified Testim engineers or certified partner following Testim's best practices and security guidelines. Testim will remain fully responsible for the delivery of the services to Licensee.

4. Testim shall respond and act upon any customer request or reported problem in accordance with its severity as described in section 3 below:

3.1 SLA Definitions

3.1.1 Malfunction SLA - Response and Resolution

Severity	Response Time	Resolution Time
Emergency	1 hour	6 hours
Severity Level 1 – Critical	1 hour	1 Business day
Severity Level 2 – Major	4 Hours	5 Business days
Severity Level 3 – Minor	8 Hours	10 Business days

3.1.2 Production Defects

Severity	Response Time	Resolution
Emergency	30 min	Hot Fix (patch)
Severity Level 1 – Critical	30 min	Hot Fix (patch)
Severity Level 2 – Major	4 Hours	Future Release
Severity Level 3 – Minor	8 Hours	Future Release

3.1.3 Enhancement/Information Request SLA - Response and Resolution

Type	Definition	Response Time	Resolution Time
Enhancement	New Feature/ Improvement	5 Business day	Future release
Information Request	Questions, General Guidance, Configuration Inquiries	2 Business days	7 Days

3.2 Severity Level Definitions

Severity	Definition	Examples	Resolution (one or few)
Emergency	Causing downtime or preventing the whole system from functioning	Service is unavailable; Release planned the next business day. Since our system is not production critical such cases are extremely rare.	Service availability is restored

Severity Level 1 –Critical	Causes downtime of significant functionality or significantly affects the major portion of the system's capacity.	Service is unavailable; Release planned in the next 2-4 business days	Satisfactory workaround is provided; patch is provided; fix incorporated into future release
Severity Level 2 – Major	Effects non-critical functionality or causes downtime of a non-critical part of the system capacity	Test failing. It was determined by a Testim engineer that the failure is related to the Testim platform.	Satisfactory workaround is provided; patch is provided; fix incorporated into future release
Severity Level 3 – Minor	Minor problem that does not impact the service	Service is available with some level of discomfort	A solution is provided; fix incorporated into future release
Enhancement/ Information Request	Questions, General Guidance, Support Inquiries	How to configure testing tool; Other Support Inquiry	Answer to question is provided; feature incorporated into future release; Community update

4 Support contact information

The details of the Testim support, as may be amended from time to time by notice in writing, are as follows:
00:00AM – 6:00PM PST (Pacific Standard Time) on business days (24x7 Support is available for an additional cost).

5 Exclusions from Support & Maintenance

Testim shall be under no obligation to provide support and maintenance in respect of:

- a. Incorrect or unauthorized use of the Testim platform where such use is not in accordance with Testim's documentation;
- b. Problems that are related to the customer's environment and are beyond Testim's control such as electricity, networking access, internet latency or reliability that are caused by Geo location, customer application availability etc.;
- c. Overdue or not received customer payment.
- d. Resolution time might SLAs do not include cases where it was determined that the issues is related to a 3rd party component.

6 Service Availability

The metric for availability, as such term is defined in section 1 above, is percentage availability which is calculated by the following formula where all the quantities are totals for a calendar month:

$$\% \text{ Availability} = [(\text{Agreed Service Time} - \text{Unplanned Downtime}) / \text{Agreed Service Time}] * 100\%$$

The variables of the availability formula are defined as follows:

- a. Agreed Service Time is the total minutes in the calendar month minus the scheduled maintenance downtime on that month.
- b. Unplanned Downtime is the total duration in minutes of all outages during the calendar month.

The Testim Percentage Availability service level standard shall be 99.5% of the Agreed Service Time. System availability refers to the user ability to login and use the Testim platform.

DocuSigned by:

Ronit Belson

7356EB3841004A2...

Testim Inc.

DocuSigned by:

George Karamanos

EADD5AC1FF0B480...

AppDynamics LLC