Onix Networking Corp.
18519 Detroit Avenue
Lakewood, Ohio 44107
Tel: 216-529-3000
Fax**:** 216-529-3020

Lumapps Order Form

CUSTOMER TO COMPLETE THIS SECTION						
CUSTOMER (Enter Company's Full Legal Name): AppDynamics LLC						

	Corporate Contact Information:	**Billing Contact Information:** (if different from corporate contact)
Attention:	AppDynamics, LLC	
Address:	303 2nd St, North Tower, 8th Floor,	
City, State, Zip:	San Francisco, CA 94107 USA	
Phone:		
Fax:		
Email:		accountspayable@appdynamics.com

Purchase Order Required:				Purchase Order #:		

SKU	Order Type (New/Renewal)	Subscription Term	# Users	Price Per User		Line Price
LumApps Enterprise Package -Year 1	**New**	**36 months**	**2,500**	**$32.52**		**$76,300**
LumApps Enterprise Package -Year 2	**New**	**36 months**	**2,500**	**$32.52**		**$76,300**
LumApps Enterprise Package -Year 3	**New**	**36 months**	**2,500**	**$32.52**		**$76,300**

Total Fees Due (excluding applicable taxes):	**$228,900**

Notes:	Account Manager:	Hala Al-Saeed (Onix) David Corley (LumApps)

This Order Form and the terms and conditions herein (collectively the "Agreement") is entered into by and between Onix Networking Corp., an Ohio corporation, with offices at 18519 Detroit Avenue, Lakewood, Ohio 44107 ("Onix") and corporation with offices located at, hereinafter referred to as ("Customer"). Onix and Customer are sometimes referred to collectively herein as the "Parties" and individually as a "Party." The terms of the Agreement and this Order Form shall supersede any terms in any purchase order or other ordering document. This Agreement is effective as of the date signed by both Parties (the "Effective Date").

WHEREAS, Onix is an authorized Reseller of LumApps Enterprise Package ("LumApps");

WHEREAS, Customer wishes to license LumApps Enterprise Package under this Agreement; and

NOW, THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained, Onix and Customer hereby agree as follows:

1. <u>Services</u>. "Services" means the LumApps Inc. ("LumApps") services currently known as "LumApps Enterprise Package" as set forth in the, as provided by LumApps and used by Customer under this Agreement. Onix is a licensed reseller ("Reseller") and is authorized by LumApps to license the Services to Customer.

2. License Terms. This Agreement is subject to and incorporates by reference herein the terms and conditions of the LumApps Terms of Use Agreement executed by Customer and LumApps on April 15, 2021 (the "LumApps TOU") and attached hereto as reference.   By signing this Agreement, Customer agrees to be bound by the terms of the LumApps TOU prior to using the Services. Customer acknowledges and agrees that the terms in the LumApps TOU govern Customer's access to and use of the Services and Customer shall periodically review them to ensure compliance with any updates. Customer acknowledges and agrees that Onix may access the Services on behalf of Customer.

3. <u>Term of Purchased Subscriptions</u>. The Subscription Term shall be thirty-six (36) months as specified above in the Order Form. This agreement shall, unless terminated earlier in accordance with its terms, continue for the Initial Term otherwise terminated in accordance with the provisions of the Agreement. After the initial three (3) year Term, the parties may renew this Agreement by an amendment signed by both parties.

4. <u>Fees and Payment</u>

    4.1 The Customer shall pay the Subscription Fees annually in advance and in accordance with this Order Form.

    4.2 Unless otherwise stated, all invoices for the Subscription Fee and any Additional Subscription Fees and any other charges due from time to time pursuant to this Agreement shall be payable by the Customer within sixty (60) days of the date of invoice. Customer is responsible for providing complete and accurate billing and contact information to Onix and notifying Onix of any changes to such information.

    4.3 All amounts and fees stated or referred to in this Agreement shall be payable in U.S. dollars, are non-cancellable and non-refundable (except as expressly stated otherwise in the Agreement) and are exclusive of sales tax or any other applicable tax or duty payable upon such sums, which shall be added to Onix' invoice(s) at the appropriate rate.

    4.4 If Onix has not received payment by the due date, Onix shall notify the Customer in writing of the overdue amount and if such amount is not paid in full within a further 30 days of such notification then, without prejudice to its other rights and remedies: Onix may, without liability, suspend access to the Application and/or Services and Onix shall be under no obligation to provide any of the Application and/or Services while the invoice(s) concerned remain unpaid.

    4.5 LumApps reserves the right to review the Customer's use of the Application at any time to assess the Customer's compliance with the Agreement. Should such review reveal the Customer has permitted Authorized Users to access the Services in excess of the number permitted pursuant to this Order Form, the Customer shall immediately on demand pay to Onix all applicable Additional Subscription Fees.

    4.6 The Customer may request that access to the Services is granted to additional individual Authorized Users in excess of the number set out in the Order Form by entering into a new agreement with Onix. The permitted number of concurrent Authorized Users shall thereafter be increased, subject to the Customer paying to Onix all applicable Additional Subscription Fees, which shall be pro-rated for the remaining portion of the Initial Term or the relevant Renewal Term.

    4.7 Onix may increase the Subscription Fee at any time on notice to the Customer and such increase shall take effect upon the commencement of the next Renewal Term.

5. Onix disclaims (a) to the extent permitted by applicable law, liability for any damages, whether direct, indirect, incidental or consequential, arising from Reseller's distribution and resale of the LumApp's Services to Customers; and (b) all warranties with respect to the Services, including without limitation, warranties for merchantability, fitness for a particular purpose, and non-infringement.

By signing this Agreement, each party represents and warrants that (i) it has read and understands the terms and conditions and the LumApps TOU that are incorporated by reference herein and agrees to be bound by such terms, and (ii) it has full power and authority to accept this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by persons duly authorized as of the date signed by Onix below ("Effective Date").

Onix Networking Corp.

By: _____

Print Name: Timothy S. Needle

Title: President / CEO

Date: April 16, 2021

Customer: **AppDynamics, LLC**

By: _____

Print Name: Craig Wickersham

Title: General Counsel

Date: April 16, 2021

Exhibit A

LUMAPPS: TERMS OF USE

The LumApps TOU which was executed between Customer and LumApps Inc. on April 15, 2021 is attached.