



QUOTE

AppDynamics LLC
 Attention: Accounts Payable
 303 2nd St., North Tower 8th Fl.
 SAN FRANCISCO CA 94107
 USA

Date
 24 Apr 2020

Quote Number
 QU-0039

Reference
 196151

QuickTapSurvey
 180 John Street, Suite 406
 Toronto, ON M5T 1X5
 Canada
 Tel: +1 888-395-9285

Description	Quantity	Unit Price	Amount USD
Renewal of QuickTapSurvey subscription that will renew on May, 3rd, 2020 and end on May, 3rd, 2021	1.00	0.00	0.00
Pro plan with one device license for one year.	1.00	499.80	499.80
Additional device license(s) on the Pro plan for one year.	5.00	193.80	969.00
		Subtotal	1,468.80
		TOTAL TAX	0.00
		TOTAL USD	1,468.80

Terms

Terms of Use:

The Service is provided under the terms and conditions contained in the TableTable Inc. Terms of Use located on the following pages. This Agreement will not be subject to any implied or automatic renewals, and any relationship between the parties after the term hereof will be the subject of a new agreement. The parties may extend the term or any subsequent term of this Agreement by executing a separate written agreement of extension. Purchase Orders are required by AppDynamics LLC in order to pay payments to TableDabble Inc. for the fees outlined on this order form.

TableDabble Inc.
 Signature: Matthew J. Gard
 Name: Matt Gard
 Title: VP of Finance
 Date: 04/30/2020

DocuSigned by:
 AppDynamics LLC
 Signature: George Karamanos
 Name: George Karamanos
 Title: General Counsel
 Date: April 29, 2020

Terms of Use

The following are the terms of a legal agreement between: (a) either you or the entity that you represent; and (b) TabbleDabble Inc., a corporation incorporated under the Business Corporations Act (Ontario), R.S.O. 1990, c. B.16, and its subsidiaries and affiliates ("TabbleDabble").

By accessing or using this site and the products, software, services, tablets and web sites as developed by TabbleDabble in connection with your use of this website (collectively the "Services"), you acknowledge that you have read, understood and agree to abide by and comply with all terms, conditions and notices contained herein (the "Terms of Use"). If you do not agree to these Terms of Use, you agree not to use this site.

You represent and warrant that you have all requisite power and authority to act on your behalf, on behalf of any organization you purport to represent, and on behalf of any and all owners of any right, title and interest in and to any Personal or Confidential Information (defined below) you post, submit, transfer, make available, or link to. You further represent and warrant that you: (i) are at least eighteen (18) years old; (ii) are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this agreement; (iii) shall abide by and comply with this agreement; (iv) have obtained all necessary third-party consents, licenses and permissions necessary to enter into and fully perform your obligations herein.

Disclaimer of Warranties

You expressly understand and agree that your use of the Services is at your sole risk and that the Services are provided "AS IS" and "AS AVAILABLE."

In particular, TabbleDabble does not represent or warrant to you that:

- a. your use of the services will meet your requirements;
- b. your use of the services will be uninterrupted, timely, secure or free from error;
- c. any information obtained by you as a result of your use of the Services will be accurate, reliable or without error; and
- d. that defects in the operation or functionality of any software provided to you as part of the services will be corrected.

Any material downloaded or otherwise obtained through the use of the Services is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.

No advice or information, whether oral or written, obtained by you from TabbleDabble or through or from the Services shall create any warranty not expressly stated in the terms. TabbleDabble further expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

Prohibited Uses

You may use our site and Services only for lawful purposes pursuant to these Terms of Use, and only for the benefit of your relationship with TabbleDabble. You may not use our site or Services in any manner that:

- a. breaches any applicable local, national or international law or regulation;
- b. in any way, is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- c. harms or attempts to harm minors in any way;

- d. will reproduce, duplicate, copy, reverse-engineer, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission of TableDabble;
- e. will abuse either verbally, physically, written or other abuse (including threats of abuse or retribution) of any TableDabble customer, employee, member, or officer;
- f. infringes on the rights of another in any manner.

Any impermissible use of the Services will result in immediate account termination.

You represent and warrant that you will not use the Service to upload, post, link to, email, transmit, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or any telecommunications equipment. Nor will you post or distribute any computer program that damages, detrimentally interferes with, surreptitiously intercepts, or expropriates any system, data, or personal information. You further represent and warrant that you will not disrupt the functioning of the site, in any manner.

Data

If you remove your data (by deleting a survey, un-publishing a survey, deleting a response, downgrading an account, etc.) or cancel your account, the system will remove your data permanently from the primary database servers immediately.

On a nightly basis, we create a backup of all data in our system, which is retained for 7 days, after which it will be removed permanently from all our systems. This backup is for use by TableDabble Inc. only in the case of disaster recovery or to maintain business operations in the case of an emergency.

We will not accommodate requests for restoring data from our backup systems unless there is data loss due to a system or hardware failure on our part. No Exceptions.

Refund Policy

TableDabble is unable to provide refunds for a subscription to a plan which is paid on a monthly basis. However, a subscription may be cancelled at any time. Subscriptions that are cancelled before the next billing period will not be provided a refund for the current billing period. Subscription cancellations will take effect immediately and may result in a loss of data and/or services related to the cancelled subscription.

Limitation of Liability

You expressly understand and agree that TableDabble shall not be liable to you or to any third party for:

- a. any indirect, incidental, special, consequential, punitive or exemplary damages which may be incurred by you, however caused and under any theory of liability, including, but not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss; and
- b. any loss or damage which may be incurred by you as a result of:
 - i. any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the services;
 - ii. any changes which TableDabble may make to the services, or for any permanent or temporary cessation in the provision of the services (or any features within the services);
 - iii. the deletion of, corruption of, or failure to store any content and other communications data maintained or transmitted by or through your use of the services;
 - iv. your failure to provide TableDabble with accurate account information; and
 - v. your failure to keep your password or account details secure and confidential.

The limitations on TabbleDabble's liability to you in the paragraph above shall apply whether or not TabbleDabble has been advised of or should have been aware of the possibility of any such losses arising. In no event shall TabbleDabble's entire liability to you in respect of any service, whether direct or indirect, exceed the fees paid by you towards the Services within the one year period immediately preceding the first event giving rise to any liability to you hereunder.

General

This agreement shall at all times and in all respects be governed and construed in accordance with the laws of the Province of Ontario. You agree that the courts of Ontario shall have exclusive jurisdiction to settle any dispute which may arise in connection with these Terms of Use or your use of the Services.

If any provision of this agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the provisions that most closely match the intent of the original provision and the remainder of the agreement shall continue in effect.

Upon acceptance of this agreement, you grant TabbleDabble a royalty-free, transferable license to use, reproduce and represent the trademarks and logos of you or your client, on whose behalf you are using the services provided by TabbleDabble, on all documentation promoting the products and services of TabbleDabble. TabbleDabble shall seek prior authorization from you for any press release.

TabbleDabble reserves the right to revise from time to time the Terms of Use. Please check the Terms of Use periodically for changes. Your continued use of this site and the Services following the posting of any changes to the Terms of Use constitutes your acceptance of those changes.

Unless otherwise indicated, this agreement constitutes the entire agreement between you and TabbleDabble.

This agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of TabbleDabble.

[Last updated on March 6, 2018](#)