



Pricing Proposal
 Quotation #: 17792555
 Created On: Sep-25-2019
 Valid Until: Sep-30-2019

AppDynamics

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SHI International Corp

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All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 TENABLE.IO VULNERABILITY MGMT SVCS LICs PER ASSET - 8000 Assets. Tenable - Part#: TIOVM Coverage Term: Sep-26-2019 – Jul-20-2020	1	\$42,783.00	\$42,783.00
2 TENABLE.IO VM CONTAINER STD SVCS TENABLE.IO VM CONTAINER Tenable - Part#: TIOVM-STNDC Coverage Term: Sep-26-2019 – Jul-20-2020	1	\$1.00	\$1.00
			Subtotal \$42,784.00
			Shipping \$0.00
			*Tax \$0.00
			Total \$42,784.00

*Tax is estimated. Invoice will include the full and final tax due.


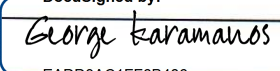
Additional Comments

CID #: 23585

The Products offered under this proposal are resold in accordance with the attached terms and conditions and the Master Software License and Services Agreement between AppDynamics LLC (formerly AppDynamics, Inc.) and Tenable Network Security, Inc. effective as of April 3, 2017.

PRICING IS BASED ON A ONE-TIME CREDIT FOR PREVIOUS PRODUCT - CREDIT IS ALREADY INCLUDED IN QUOTED PRICE

- This pertains to 8,000 assets
- This quote is priced at a discount level of 56% based off of MSRP of \$124,915.07
- The credit is from the previous purchase on AppDynamics PO# US5690
- The credit is in the amount of \$32,878.25, and represents coverage from 4/14/2019 – 9/27/2019
- This purchase will now co-term with AppDynamics other Tenable assets expiring on 7/20/2020, reflected here and in the pricing line above

Signature: 	Signature: 
Name: <u>Jared Crowley</u>	Name: <u>George Karamanos</u>
Title: <u>Sales Director</u>	Title: <u>General Counsel</u>
Date: <u>10/3/2019</u>	Date: <u>October 3, 2019</u>

SHI Resale Terms and Conditions

Unless a resale agreement currently exists between Reseller and Customer, these terms (the "Terms") shall constitute the entire understanding between SHI International Corp. ("Reseller") and the firm ("Customer") ordering the software, hardware, or third party services ("Products") under the ordering document ("Order"). Issuance of an Order shall be deemed Customer's acceptance of these terms. If a resale agreement currently exists between Reseller and Customer, the Order shall be subject to the terms and conditions of that resale agreement in lieu of these Terms.

1. Terms of Payment

The invoice shall be paid ("paid" being defined as "issuance of payment from Customer's Accounts Payable Department") net sixty days after Customer's receipt of a valid invoice at the remit-to address referenced in the Order ("Payment Due Date"). Any invoice or portion thereof that is subject to a good faith dispute will not be paid; in such case, Customer will promptly notify Reseller of any rejected invoice or portion thereof, with reasons for such rejection. The rejected costs, adjusted to the extent as mutually agreed to, shall then be paid within ten days after resolution of the reason for rejection ("Resolution Payment Due Date"). Customer will pay any federal, state, and local sales, use, withholding tax, duties or similar taxes imposed or based on the sale of Products under this Agreement. When Reseller is authorized to collect such taxes they will be separately stated on Reseller's invoices and reported and paid to appropriate governmental authorities by Reseller. Reseller shall charge interest at the rate of 1.5% per month (or the maximum rate that as is permitted by applicable laws, if less) from the Payment Due Date or Resolution Due Date, as the case may be, to the date payment is received by Reseller.

2. Shipping

Products shipped to Customer's facilities shall be packaged in such a manner as to preclude all reasonably anticipated in-transit damage and in accordance with commercial standards. All shipments of Products will be clearly labeled with the shipping address stated on the order, the applicable PO number, recipient's name and if applicable, building and room number. Shipment terms are FOB Destination, freight pre-paid and added.

3. Returns

Product returns are subject to Reseller's return policy, which is found at www.shi.com/returnpolicy.

4. Warranty

Reseller warrants that Reseller will maintain all necessary local, state, and federal licenses and certifications that may be required in order to legally deliver the Product described in the PO and has all rights, approvals, and/or authorizations necessary to provide the Products. Reseller is a value added reseller ("VAR") of Product, not the original equipment manufacturer or licensor ("OEM"), and therefore disclaims any warranty responsibility regarding Product provided under this Order. Reseller shall forward the end user warranties to Customer which are provided to Reseller from the OEM of the Product, and to the extent granted by the OEM, Customer shall be the beneficiary of the OEM's warranties. Reseller is not a party to any warranty terms between Customer and OEM and Customer agrees to look solely to the OEM for satisfaction of any and all warranty claims related to that OEM's Product. EXCEPT AS OTHERWISE PROVIDED IN THIS ORDER, RESELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

5. Software License

Software Products resold under this Order, as well as related maintenance or support services, will be governed by either the license agreement between Customer and the OEM or, if no such agreement exists, the OEM's standard license and support agreements, which Reseller shall forward to Customer at the time of delivery of the Products, when provided to Reseller by the OEM. Reseller is not a party to any such terms between Customer and OEM and Customer agrees to look solely to the OEM for satisfaction of any and all license and support claims or obligations related to that OEM's Product.

6. Product Indemnification

As a Value Added Reseller of Products and third party services, Reseller disclaims any indemnification responsibility regarding Product provided under the Order. Customer agrees to look solely to the OEM for

satisfaction of any and all indemnification claims related to that OEM's Product.

7. Limitation of liability

NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER TO RESELLER UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. CUSTOMER ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT RESELLER WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

8. Cancellation

Provided the Order or some part thereof has not been designated "non-cancellable" or "non-returnable" by Reseller, Customer shall have the right to cancel or postpone, in whole or in part, the Order, without penalty, provided that notice of such cancellation or postponement is received by Reseller prior to shipment of the ordered Products. If Customer cancels the Order following shipment of the Products but prior to delivery, Customer shall pay all freight and handling charges for shipment and return shipment of such Products to Reseller. Notwithstanding the foregoing, any such cancellations shall be subject to charges imposed by the OEM associated with cancellation.

9. Assignment

Neither party may assign, subcontract, or transfer the Order, or any part thereof, without the other party's prior written consent, and any such assignment or transfer without such consent shall be null and void.

10. Force Majeure

Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting Customer, Reseller or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay. The party experiencing the delay shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the event causing the failure or delay has ceased. Reseller shall notify Customer promptly of any such delay and shall specify the effect on the Product as soon as practical.

11. No Waiver

Any failure by either party to insist upon observance or performance by the other of the provisions of these Terms shall not be deemed a "course of dealing" waiver of any such provision or a waiver of the right of the parties to enforce any and all provisions in the future.

12. No Severance

Should any of these Terms be declared unenforceable in law for whatever reason, all other terms and conditions shall survive and the unenforceable provision(s) will be severed from these Terms and the balance of the terms and conditions shall be binding on both parties as if the severed provision(s) had never existed, unless performance thereof is rendered legally impractical and no longer fulfills the intentions the Order.

13. Governing Laws

These Terms and the applicable Order, and any claims or disputes arising out of or relating thereto shall be governed by the laws of State of New Jersey, USA, without regard to: (i) conflict of law principles; (ii) the United Nations Convention on Contracts for the International Sale of Goods; and (iii) the Uniform Computer Information Transactions Act ("UCITA"). The parties hereby consent to the exclusive jurisdiction and venue in the federal and state courts of the State of New Jersey, USA in connection with any dispute or other matter arising out of these Terms or the Orders.

14. Exportation

Export of Products by Customer is subject to applicable US export regulations and Customer shall be solely responsible for compliance thereof.

15. Entire Agreement

These Terms shall constitute the entire agreement between the parties with respect to the subject matter of the Orders. These Terms and any Order shall not be modified or rescinded, except by a writing signed by Reseller and Customer. These Terms supersede all contemporaneous and prior oral and written communications, understandings and agreements of the Parties with respect to the subject matter of these Terms. This Agreement shall govern and supersede any preprinted terms and conditions stated on or attached to any Order, which are null and void with respect to these Terms and the Order.