



Order Form
(expires: 9/18/2019)

This Order Form #Q-05352-2 is for the purchase of a subscription to the Service specified below. Provision of the Service is subject to the Master Subscription Agreement referenced below (“**Agreement**”) between the customer specified below (“**Customer**”) and Segment.io, Inc. (“**Segment**”). This Order Form #Q-05352-2 supersedes and replaces the following order forms previously entered into between the parties, including any descriptions of the Service included or referenced therein: Order Form #Q-03003-8 dated 12/19/2018.

Customer: AppDynamics LLC	Project Sponsor name / email / phone: Animesh Dalakoti animesh.dalakoti@appdynamics.com (415) 442-8400
Physical Address: 303 2nd Street San Francisco, California 94107 United States	Invoice Contact email:
Billing Address (if different than Physical):	Purchase Order Information: PO required on invoice:
VAT/GST Number (if applicable):	if yes, PO #:
Order Form Number: Q-05352-2	Paid Subscription Term: 9/1/2019 -- 12/31/2020
Under Master Subscription Agreement Dated: 5/31/2017, as amended by Participating Addendum	

Service Period	Segment Solution	Price
9/1/2019 - 8/31/2020	Enterprise Plan + Additional Usage	\$184,242.00
9/1/2020 - 12/31/2020	Enterprise Plan + Additional Usage	\$61,414.00
TOTAL:		\$245,656.00

Service

Description of the Service. The Segment Service acts as a central hub for end user usage data of Customer’s software (“End User Data”), allowing Customer to collect End User Data from its selected sources (“**Sources**”), such as its own or third-party websites or properties, and send the End User Data to Customer’s chosen destinations (“**Destinations**”), such as Customer’s databases or its accounts with third-party applications or services, for Customer’s further use. The supported Sources and Destinations are identified in the end user technical documentation provided with the Service (“**Documentation**”). As further described below and in the Documentation, Customer maintains control over which Sources and Destinations it uses with the

Segment Service, as well as the types and content of End User Data it shares between its Sources and Destinations.

Integrations: Access to Segment's hosted Enterprise Plan Integrations service (see <https://segment.com/catalog/> and <https://segment.com/integrations>), including:

- Unlimited Integrations (at no additional or incremental cost/fees to those set forth herein)
- Unlimited User Seats. For clarity, a "User Seat" means a single employee or contractor's right to access the Service on behalf of Customer
- Data Replay of historical data to eligible server-side integrations for the Subscription Term
- Event Filtering

Warehouses: Access to Segment's Enterprise Plan Warehouses service (see <https://segment.com/product/warehouses/> and <https://segment.com/warehouses>), including:

- Unlimited eligible supported data sources
- Unlimited supported data warehouses
- Custom Sync Schedule
- Filtering
- Automatic Redshift Vacuuming
- Alerting

Protocols: Access to Segment's Protocols service (see <https://segment.com/protocols/>), including:

- Tracking Plan Creation and Enforcement
- Data Validation and In-App Violations Reporting
- Data Quality Email Notifications
- Client Library Code Generator
- Tracking Plan API

The Segment services and products identified above are collectively referred to as the "**Service.**"

Permitted Usage

Customer's access to the Service includes up to 500,000,000 API Calls per month ("**Permitted Usage**").

Segment warrants, for Customer's benefit only, that both the functionality of the Service ("**Functionality**") and Customer's Permitted Usage levels and number of User Seats set forth in this Order Form ("**Access Level**") will not be materially reduced during the Customer's applicable Subscription Term, compared to the Functionality and Access Level of the Service in place at the start of such Subscription Term. Segment's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be, at no charge to Customer, for Segment to use commercially reasonable efforts to correct a reported reduction in Functionality or Access Level, or to provide Customer with additional User Seats or Permitted Usage of the same type and kind as the affected Services, at no additional cost to Customer, in a quantity that allows Customer to use such additional Services, in combination with the affected Services, in a manner that corrects the reduction in Access Level or Functionality and is equal to the usage limits and restrictions in effect at the time of purchase. If such remedy cannot be provided to Customer in full, Customer may terminate the

applicable Subscription Term and Customer will receive as its sole remedy a refund of any fees Customer has pre-paid for use of the Service for the terminated portion of the applicable Subscription Term. The limited warranty set forth above shall not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which Customer first noticed the reduction in functionality, (ii) if the loss in functionality was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (iii) to beta releases or any use provided on a no-charge or evaluation basis.

If Customer's usage of the Service is in excess of the Permitted Usage ("**Excess Usage**"), Customer will be billed for those overages within 30 days of accrual. Segment acknowledges that Customer will not be liable for the payment of any Excess Usage invoice received more than 60 days after accrual of the charges.

Customer Success Manager

Customer will be assigned, free of additional charge, a dedicated Customer Success Manager to provide Customer with priority support and a central point of contact.

Extra Volume Units and Overages

If Customer exceeds its Permitted Usage (including any purchased EVUs) in any calendar month, Customer shall pay overages for such excess usage at the pro rata rate in effect at the time of purchase of the original, applicable Services, calculated on the same basis employed at the time of purchase and invoiced monthly in arrears. The pro rata rate shall be calculated by dividing the total monthly Service fees by the Permitted Usage, in each case as increased by any purchased EVUs.

Extra Volume Units ("**EVUs**") can be purchased for \$1,627.47 each per month remaining in the then-current Paid Subscription Term, with the total fee due upfront upon purchase for the number of remaining months. Each EVU adds 50,000,000 API calls to the monthly Permitted Usage.

Total Amount Due

\$245,656.00, invoiced upfront upon execution of this Order Form, with subsequent installments invoiced annually in advance.

Payment shall be due net sixty (60) days of invoice per Section 7.3 of the Agreement.

All fees stated in this Order Form are denominated in and shall be payable in U.S. Dollars.

Special Terms

A credit of \$143,000.00 for prepaid, unapplied fees covering the remainder of Subscription Term(s) purchased under previous order forms will be credited toward the fees due under this Order Form.

At Segment's request, during the initial year of the Subscription Term, Customer will work with Segment to produce a video case study focusing on the benefits of using the Segment Service. Any costs or fees incurred by Customer in connection with such case study shall be borne solely by Segment.


No terms included in any purchase order, acknowledgement or other non-Segment ordering document shall apply to the Service. **The pricing and Service terms presented on this Order Form are Segment Confidential Information.** All fees shown above do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

By signing below, the parties through their duly authorized representatives agree to the terms as memorialized in this Order Form, effective as of the date of the Customer's signature below (the **"Effective Date"**).

Segment.io, Inc

AppDynamics LLC

By: 
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By: 
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Name: Keith Masuda

Name: George Karamanos

Title: Controller

Title: General Counsel

Date: 9/19/2019

Date: September 19, 2019
