



QUOTE

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

Date
 16 Apr 2019

Quote Expiry
 3 May 2019

Quote Number
 QU-0106

Reference
 196151

Service Start Date:
 May 2, 2019

Service Expiration Date:
 May 1, 2020

QuickTapSurvey
 67 Yonge St.
 Suite 1100
 Toronto ON M5E 1J8
 Canada
 Tel: +1 888-395-9285

Description	Quantity	Unit Price	Discount	Amount USD
Modification of QuickTapSurvey subscription effective on May 2, 2019.	1.00	0.00		0.00
Pro plan with one device license for one year.	1.00	499.80		499.80
Invoice processing fee.	1.00	50.00	100.00%	0.00
WAIVED				
Subtotal (includes a discount of 50.00)				499.80
TOTAL TAX				0.00
TOTAL USD				499.80

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. Signed by:

Signature: Sabina Lam

4D3540AB42E6413...

Name: Sabina Lam

Title: Customer Success Manager

Date: May 6, 2019

AppDynamics LLC Signed by:

Signature: Elise Leung

CB1399659FAB42B...

Name: Elise Leung

Title: General Counsel

Date: May 6, 2019



Menu

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").

Contact Us - QuickTapSurvey

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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.

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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 TabbleDabble;
- e. will abuse either verbally, physically, written or other abuse (including threats of abuse or retribution) of any TabbleDabble 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 TabbleDabble 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

TabbleDabble 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 TabbleDabble 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 TabbleDabble 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 TabbleDabble 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 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

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