
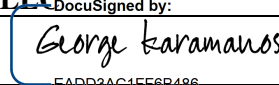




IMPLY ORDER FORM

Effective Date:	January 31, 2020
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SIGNATURES	
ImPLY and Customer have executed this Order Form by their duly authorized representatives set forth below.	
ImPLY Data, Inc.	AppDynamics LLC
Signature: 	Signature: 
Name (printed): Fangjin Yang	Name (printed): George Karamanos
Title: CEO	Title: General Counsel
Date: January 30, 2020	Date: January 30, 2020

This Order Form is governed by the terms and conditions of the Master Agreement dated January 31, 2020 (the “Agreement”). All capitalized undefined terms shall have the same meanings as in the Agreement.

Software License and Support Services:

Software License: The ImPLY Analytics Platform includes the following components: ImPLY Pivot, ImPLY Clarity, ImPLY UI Analytics, ImPLY Data Manager and proprietary extensions to Druid. Notwithstanding the restrictions set forth in the Section 1.3 of the Software and Support Services Schedule, Customer may operate the Software as a service bureau on behalf of end users.

License Type: On-Premise License

Open Source Software (“OSS”): ImPLY will provide Support Services for the following OSS ImPLY Druid, Plywood, PlyQL, and Tranquility, however the OSS is not licensed under the terms of the Agreement.

Support Services (during the License Term): Included in Fees, ImPLY shall provide Support Services for the aforementioned Software and OSS under ImPLY’s Support Service terms. ImPLY will also provide support to any product extensions, improvements, and enhancements that it makes generally available during the License Term to customers with similar subscription agreements.

Subscription Software	License Term	Quantity	License Metric	Unit Price	Extended Price
ImPLY Analytics Platform	January 31, 2020 – January 30 2021	600 Million	Metrics per minute	\$360,000.00	\$360,000.00
Total Subscription Fees					\$360,000.00

Metric Definition: Metric captures values related to the systems AppDynamics monitors and observes. These numbers indicate the value at a certain point in time. Eg. number of errors in an application, number of users using an application. These observations are collected at a regular interval eg errors per minute, calls per second. These metrics are collected by AppDynamics agents or other sources and processed by AppDynamics data pipeline and utilized in the AppDynamics product in various use cases.

Subscription Level: ☐ Professional ☐ Enterprise ☒ Mission Critical



The initial License Term shall be one year as set forth in the table above. Customer may extend this Order Form for the same Unit Price and quantity for up to two (2) consecutive Renewal Terms ("Renewal Term") beyond the initial License Term with thirty (30) days written notice to Implied prior to the end of the License Term.

Consulting Services:

The following Consulting Services shall be provided for the Fees and delivered by the date shown below. Any consulting days not consumed by the Delivery Date shall be forfeited.

Implied will perform the Consulting Services either at Customer's site or remotely, as agreed between the parties. An Implied solution architect will provide training on Customer's Implied-related infrastructure that may include, but are not limited to, setup of Implied cluster(s), query tuning, setup of Clarity monitoring with the Druid API's, and designing Pivot dashboards. A maximum of twelve (12) students may attend the mutually agreed-upon training class.

Consulting Services	Delivery Date	Fee in USD
Training Class– 12 Students Maximum	April 30, 2020	NO CHARGE
Total Consulting Service Fees		\$0.00

Total Fees (USD)	\$360,000.00
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Payment

The Total Fees shown above for the Software and Services shall be invoiced on the Effective Date of this Order Form. Customer agrees to pay all invoices under this Order Form within sixty (60) days of receipt in accordance with the terms of the Agreement. Customer shall also provide payment processing information such as, but not limited to, purchase order, ACH and/or wire transfer details upon execution of this Order Form. All fees exclude applicable taxes.

Renewal Term Initial Fees. Subject to the renewal language above, the fees for each Renewal Term will be due and payable upon the applicable anniversary of the Order Form Effective Date, at the rate set forth above.

Fees for Additional Software. If Customer exceeds the licensed capacity set forth in the table above, Customer shall promptly notify Implied and pay the applicable Fees for additional Software within 60 days of Implied's invoice. The fees for additional Software, in increments of 50 Million Metrics per Minute, will be as set forth in the table below, prorated by the number of days remaining in the then-current License Term.

Additional Metrics	Unit Price Per Metrics
50 Million Metrics per Minute	\$60,000.00

Marketing: Implied and Customer may mutually agree in writing to support marketing activities.

Purchase Order Requirements:

Required. Customer confirms that a purchase order is required for payment.



IMPLY		CUSTOMER
Name:	Imply Data, Inc.	AppDynamics LLC
Billing Address:	1633 Old Bayshore Highway, Suite 232 Burlingame, CA 94010	303 2 nd Street, 8 th Floor, North Tower, San Francisco, 94107
Billing Contact	Accounts Receivable	Accounts Payable
Billing Email	ar@imply.io	accountspayable@appdynamics.com
Billing Phone	+1 415 685 8187	
Technical Contact	Support, support@imply.io	