APPDYNAMICS, INC.
END USER TERMS AND CONDITIONS

THIS END USER LICENSE AGREEMENT (THIS "AGREEMENT") IS MADE AND ENTERED INTO AS OF _____("EFFECTIVE DATE"), BETWEEN APPDYNAMICS, INC. ("APPDYNAMICS"), A DELAWARE CORPORATION, WITH ITS PRINCIPAL PLACE OF BUSINESS AT 303 SECOND STREET, SUITE 450 NORTH TOWER SAN FRANCISCO, CA 94107 AND _____, A _____, WITH ITS PRINCIPAL PLACE OF BUSINESS AT _____ ("END USER").

1. LICENSE OF SOFTWARE.

1.1 LICENSE GRANT. Subject to the terms and conditions of this Agreement, AppDynamics hereby grants to End User, during the Term (as defined in the Order Form or Purchase Order referencing this Agreement ("Order Form"), or in Section 1.3 hereof in the absence of a fully executed Order Form), a non-exclusive, non-transferable, non-sublicenseable right and license to use the AppDynamics Application Management software product designated in the Order Form in object code (the "Software") for internal business purposes only, solely within the scope of the following applicable components: Controllers, Application Server Agents, Machine Agents; in each case as specified in the Order Form or as enabled by End User's specific license key provided by AppDynamics to End User for the Software, or, in the case of Evaluation Use, as defined in Section 1.3. This Agreement supersedes any other agreement between AppDynamics and End User with respect to the Software.

1.2 RESTRICTIONS ON USE. End User may not: a) sublicense, sell, resell, transfer, assign, distribute, share, lease, rent, make any commercial use of, outsource, use on a timeshare or service bureau, or use in an application service provider or managed service provider environment, or otherwise generate income from the Software; b) copy the Software onto any public or distributed network, except for an internal and secure cloud computing environment; c) cause or permit the decompiling, disassembly, or reverse engineering of any portion of the Software, or attempt to discover or permit the discovery of any source code or other operational mechanisms of the Software; d) modify, adapt, translate or create derivative works, nor allow any of those actions to occur, based on all or any part of the Software; e) use any portion of the Software as a general SQL server, as a stand alone application or with applications other than the Software as provided; f) modify any proprietary rights notices which appear in the Software or components thereof; or g) use any Software in violation of any applicable laws and regulations (including any export laws, restrictions, national security controls and regulations) or outside of the license scope set forth in Section 1.1. End User shall not export or re-export any Software or technical data or any copy, portions or direct product thereof (i) in violation of any such laws and regulations, (ii) without all required authorization into Cuba, Libya, North Korea, Iran, Iraq, or Rwanda or any other Group D:1 or E:2 country (or to a national or resident thereof); specified in the then current Supplement No. 1 to part 740 of the U.S. Export Administration Regulations (or any successor supplement or regulations) or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. End User shall, at its own expense, obtain all necessary customs, import, or other governmental authorizations and approvals.

1.3 EVALUATION USE. If End User accessed the Software pursuant to an evaluation ("Evaluation Use"), then the Term is either, at AppDynamics's discretion: a) as determined by AppDynamics, terminable by AppDynamics upon ten (10) days notice to End User, or b) the length of time indicated in written materials available to End User prior to downloading the Software. End User may use the number and type of licenses indicated in written materials prior to End User's download of the Software, which will be enabled by End User's specific License Key. AppDynamics has the right to immediately revoke and terminate any Evaluation Use if AppDynamics determines that the License Key has caused an error in permitting access to any component of the Software, even if such error is not due to End User's act or omission. Any Evaluation Use is not capable of being renewed, will not have a Renewal Term, and End User represents and warrants that: a) End User has not previously evaluated the Software, and b) End User will not attempt to, by any means, evaluate the Software again without payment. End User agrees that violation of this provision or the Evaluation Terms may subject End User to monetary penalties, including but not limited to payment of all applicable fees as though the Software were licensed for payment.

1.4 UNAUTHORIZED USE. End User shall notify AppDynamics immediately of any unauthorized use of any password or account or any other known or suspected breach of security or misuse of the Software. End User is responsible for use of the Software by any and all employees, contractors, or other users that it allows to access the Software.

1.5 SUPPORT AND MAINTENANCE. "Support" is defined as the responsibilities set forth in Exhibit A, Standard Support. "Maintenance" means the provision of error corrections, bug fixes, new releases, updates, product extensions and enhancements, in each case as made generally commercially available by AppDynamics in its sole discretion. Support and Maintenance are not available to End User unless 1) End User has purchased perpetual licenses and has specifically purchased Annual Support for those perpetual licenses as indicated on the Order Form or 2) End User has purchased subscription licenses and is within the term of those subscription licenses as indicated on the Order Form. For perpetual licenses, fees for Support and Maintenance shall be as stated in the Order Form ("Support and Maintenance Fees"). AppDynamics shall invoice End User upon execution of the Order Form and thereafter at least thirty (30) days prior to the expiration of the then current Support and Maintenance term, and End User may accept such renewal of Support and Maintenance under the terms of this Agreement by paying the invoice within thirty (30) days after receipt. If Support and Maintenance should terminate or expire for perpetual licenses, and End User is in good standing under this Agreement, End User may reinstate Support and Maintenance on payment of the cumulative standard Support and Maintenance Fees applicable for the period during which Support and Maintenance lapsed, plus Support and Maintenance Fees for the current Support and Maintenance term.

2. FEES.

2.1 PRICING; LICENSE MANAGER AND AUDITS. End User will be billed at those prices set forth in the Order Form for the Term indicated therein, or, for Evaluation Use, End User shall not be billed unless otherwise specified in an Order Form. Fees do not include any customization of the Software. AppDynamics may track End User's actual use of licenses through a license manager (the "License Manager"). End User agrees to allow the License Manager to send periodic information to AppDynamics for invoicing and/or auditing purposes. If End User disables or otherwise prevents the operation of the License Manager, End User agrees at End User's cost to allow AppDynamics to audit End User's use of the Software monthly, upon twenty-four (24) hours notice, to determine the actual Software use, using a commercially reasonable auditing procedure. Notwithstanding the foregoing, if End User licenses the Software for development or non-production use, End User will not in any circumstance disable or otherwise prevent the operation of the License Manager.

2.2 INVOICES. End User will be invoiced for the greater of the amounts set forth in the Order Form or disclosed through the License Manager (an "Invoice"). If the License Manager or other method reveals that End User's usage of the Software is in excess of those amounts set forth in the Order Form, End User will be billed for those overages at a pro-rated amount for the remainder of the Term, based on AppDynamics' then-current standard pricing unless otherwise specifically provided in the Order Form.

2.3 PAYMENTS. End User shall pay Invoices within thirty (30) days of the date of receipt thereof (the "Invoice Due Date"). All payment obligations are non-cancelable and all amounts paid are non-refundable. The fees paid by End User are exclusive of all taxes, levies, or duties imposed by taxing authorities, if any, and End User shall be responsible for payment of all such taxes, levies, or duties, excluding taxes based on AppDynamics' income. End User represents and warrants that the billing and contact information provided to AppDynamics is complete and accurate, and AppDynamics shall have no responsibility for any invoices that are not received due to inaccurate or missing information provided by End User. End User shall pay interest on all payments not received by the Invoice Due Date at a rate of 1.5% or the maximum amount allowed by law, whichever is lesser. Following fifteen (15) days written notice, AppDynamics shall be entitled to terminate or suspend End User's access to the Software if payments are not received within forty-five (45) days of the Invoice Due Date.

3. CONFIDENTIALITY

3.1 SCOPE AND RESTRICTIONS. "Confidential Information" means all information of a party ("Disclosing party") disclosed to the other party ("Receiving party") that is designated in writing or identified as confidential at the time of disclosure or should be reasonably known by the Receiving party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. These Terms, any technical or other documentation relating to the Products, logins, passwords and other access codes and any and all information regarding AppDynamics' business, products and services are the Confidential Information of AppDynamics. The Receiving party will: (i) not use the Disclosing party's Confidential Information for any purpose outside of this Agreement; (ii) not disclose such Confidential Information to any person or entity, other than its (a) employees who have a "need to know" for the Receiving party to exercise its rights or perform its obligations hereunder and (b) professional advisers, and actual or prospective investors, provided that such employees, investors, acquirers and professional advisers are bound by agreements or, in the case of professional advisers, ethical duties respecting such Confidential Information in accordance with the terms of this Section 3; and (iii) use reasonable measures to protect the confidentiality of such Confidential Information. If the Receiving party is required by applicable law or court order to make any disclosure of such Confidential Information, it will first give written notice of such requirement to the Disclosing party, and permit the Disclosing party to intervene in any relevant proceedings to protect its interests in its Confidential Information, and provide full cooperation to the Disclosing party in seeking to obtain such protection. Further, this Section 3 will not apply to information which the Receiving party can document: (i) was rightfully in its possession or known to it prior to receipt; (ii) is or has become public knowledge or publicly available through no fault of the Receiving party; (iii) is rightfully obtained by the Receiving party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving party who had no access to such information.

3.2 EQUITABLE RELIEF. The Receiving party acknowledges that unauthorized disclosure of Confidential Information could cause substantial harm to the Disclosing party for which damages alone might not be a sufficient remedy and, therefore, that upon any such disclosure by the Receiving party the Disclosing party will be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law or equity

4. PROPRIETARY RIGHTS. AppDynamics and its suppliers own and shall retain all proprietary rights, including all copyright, patent, trade secret, trademark and all other intellectual property rights, in and to the Software. End User acknowledges that the licenses granted under these Terms and Conditions do not provide End User with title to or ownership of the Software. Certain "free" or "open source" based software ("FOSS Software") is shipped with the Software but is not considered part of the Software hereunder. A list of such FOSS Software and their download locations are set forth on the webpage located at http://www.appdynamics.com/opensource.php. End User's use of such FOSS Software is subject to the terms of the licenses set forth on such webpage.

5. TERM AND TERMINATION. The initial Term is as specified in the Order Form, or if the Software is provided for Evaluation Use, for the Term specified in Section 1.3 hereof, and, except for Evaluation Use. With respect to licenses purchased on a subscription basis, prior to expiration of the initial Term, AppDynamics shall invoice End User at least thirty (30) days prior to expiration of the initial Term for successive terms of the same length as the initial Term (each such renewal will be deemed part of the "Term" hereunder), and End User may accept such renewal under the terms of this Agreement by paying the invoice within thirty (30) days after receipt. If End User does not pay such invoice within such 30-day period, this Agreement will expire at the end of the then-current Term, unless otherwise mutually agreed upon by the parties in writing. If either party fails to comply with any provision of this Agreement, and such breach has not been cured within thirty (30) days after receipt of written notice thereof, the non-breaching party may terminate this Agreement, except that AppDynamics may immediately terminate this Agreement upon End User's breach of Section 1.2. Upon expiration or termination for any reason, (i) End User shall cease any further use of the Software and destroy any copies of the Software or related documentation within End User's possession and control and (ii) each Receiving Party will return or destroy, at the Disclosing Party's option, the Disclosing Party's Confidential Information in the Receiving Party's possession or control. All fees that have accrued as of such expiration or termination, and Sections 1.2, 1.4, 2, 3, 4, 5, 6.2, 7, 8, 9 and 10, will survive any expiration or termination hereof.

6. WARRANTIES.

6.1 LIMITED WARRANTY. AppDynamics warrants that, during the first thirty (30) days following the date the Software is made available to End User pursuant to the Order Form (the "Warranty Period"), the Software will, in all material respects, conform to the functionality described in the related AppDynamics documentation provided with the Software. AppDynamics' sole and exclusive obligation, and End User's sole and exclusive remedy, for a breach of this warranty shall be that AppDynamics shall be required to use commercially reasonable efforts to modify the Software to conform in all material respects the AppDynamics documentation, and if AppDynamics is unable to materially restore such functionality within thirty (30) days from the date of written notice of said breach, End User shall be entitled to terminate this Agreement upon written notice and receive a pro-rata refund of the unused license fees which have been paid in advance (if any) for such Software.

6.2 WARRANTY DISCLAIMER. EXCEPT AS EXPLICITLY PROVIDED HEREIN, APPDYNAMICS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT THERETO, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR THE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE ACCESS TO OR OPERATION OF THE SOFTWARE. APPDYNAMICS EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DATA ACCESSED OR USED IN CONNECTION WITH THE SOFTWARE.

7. INDEMNIFICATION.

7.1 BY APPDYNAMICS. AppDynamics agrees to indemnify, defend and hold harmless End User from any losses, liabilities, costs and expenses (including reasonable attorney fees) payable to a third party ("Losses") resulting from a third party claim arising from infringement or misappropriation by AppDynamics with respect to the Software of any copyright, trademark or trade secret of a third party, or any US patent issued or existing on or before the Effective Date. In the event that the use of the Software is, or in AppDynamics's sole opinion is likely to, become subject to such a claim, AppDynamics, at its option and expense, may (a) replace the applicable Software with functionally equivalent non-infringing technology or (b) obtain a license for End User's continued use of the applicable Software, or, if the foregoing alternatives are not reasonably available to AppDynamics, (c) terminate this Agreement and refund any sums prepaid for the unused Term, if any. The foregoing indemnification obligation of AppDynamics will not apply: (1) if the Software is modified by End User; (2) if the Software is combined with other non-AppDynamics products, applications, or processes not authorized by AppDynamics, but solely to the extent the alleged infringement is caused by such combination; or (3) to any unauthorized use of the Software. THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF APPDYNAMICS AND THE EXCLUSIVE REMEDY OF END USER, WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADE SECRETS, TRADEMARKS OR OTHER INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO THE SOFTWARE.

7.2 BY END USER. End User agrees to indemnify, defend and hold harmless AppDynamics and its affiliates, and their officers, directors, employees, consultants, agents, suppliers and resellers, from any and all Losses resulting from a third party claim arising from End User's breach of any term or condition in this Agreement or End User's negligence or willful misconduct.

7.3 INDEMNIFICATION REQUIREMENTS. In order to claim any indemnification under this Section 7, the indemnified party must promptly provide the indemnifying party with notice of any claim that the indemnified party believes is within the scope of the obligation to indemnify. The indemnified party may, at its own expense, assist in the defense if it so chooses, but the indemnifying party shall control the defense and all negotiations relative to the settlement of any such claim. Any settlement intended to bind the indemnified party shall not be final without the indemnified party's written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

8. LIMITATION OF LIABILITY.

8.1 EXCEPT FOR LIABILITY ARISING OUT OF END USER'S BREACH OF SECTION 1 OR EITHER PARTY'S BREACH OF SECTION 3, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF REVENUES OR PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 EXCEPT FOR LIABILITY ARISING OUT OF END USER'S BREACH OF SECTION 1, EITHER PARTY'S BREACH OF SECTION 3 OR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, NEITHER PARTY'S LIABILITY FOR ANY DAMAGES (WHETHER FOR BREACH OF CONTRACT, MISREPRESENTATIONS, NEGLIGENCE, STRICT LIABILITY, OTHER TORTS OR OTHERWISE) SHALL EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID AND/OR PAYABLE TO APPDYNAMICS DURING THE PRIOR TWELVE (12) MONTHS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

9. FORCE MAJEURE. Except for payment obligations, neither party hereto will be liable for defaults or delays due to Acts of God, or the public enemy, acts or demands of any government or governmental agency, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.

10. MISCELLANEOUS. This Agreement shall be governed by and construed under the laws of the State of California, U.S.A.. The parties consent to the exclusive jurisdiction and venue of the courts located in and serving San Francisco, California. Failure by either Party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect. If End User orders any professional services in relation to the

Software, which order is accepted by AppDynamics, the terms and conditions located at http://www.appdynamics.com/PS/PS_Terms_REV02072012.pdf ("PS Terms") are hereby incorporated by reference herein, are part of this Agreement and will govern the provision and receipt of such professional services (and, for clarity, Sections 7.2 and 8 of these Terms will apply to such professional services). This Agreement and its exhibit, together with the PS Terms, if applicable, represent the entire agreement between the parties and supersede any previous or contemporaneous oral or written agreements or communications regarding the subject matter of this Agreement. Any modification to this Agreement must be in writing and signed by a duly authorized agent of both parties. This Agreement shall control over additional or different terms of any purchase order, confirmation, invoice or similar document, even if accepted in writing by both parties, and waivers and amendments to this Agreement shall be effective only if made by non-pre-printed agreements clearly understood by both parties to be an amendment or waiver to this Agreement. The rights and remedies of the parties hereunder will be deemed cumulative and not exclusive of any other right or remedy conferred by this Agreement or by law or equity. No joint venture, partnership, employment, or agency relationship exists between the parties as a result of this Agreement or use of the Product. This Agreement may not be assigned by either party without the prior written approval of the other, except that either party may assign this Agreement to a successor to all or substantially all of the business or assets to which this Agreement relates, provided that End User may only assign licenses that are limited in number (e.g., fixed numbers of Logical CPUs), and not any licenses that contain an "unlimited" feature in terms of number of users or Logical CPUs, and provided further that AppDynamics may assign this Agreement to any of its affiliates; and any purported assignment in violation of this section shall be void. In addition, upon any change of control of End User, any licenses that contain an "unlimited" feature in terms of number of users or Logical CPUs will automatically terminate. End User agrees that AppDynamics may refer to End User by trade name and logo, and may briefly describe End User's business, in AppDynamics's marketing materials and web site, provided that End User may opt-out of such marketing by sending an email to finance@appdynamics.com opting out of such marketing within fifteen (15) days after execution of the Order Form. AppDynamics may give notice to End User by electronic mail to End User's e-mail address on record in End User's account information, or by written communication sent by first class mail or pre-paid post to End User's address on record in End User's account information. End User may give notice to AppDynamics at any time by any letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to AppDynamics at the following address: AppDynamics, Inc., 303 Second Street, Suite 450 North Tower San Francisco, CA 94107, Attn: FINANCE. Notice to AppDynamics shall be deemed given when received by AppDynamics. For purposes hereof, "including" means "including without limitation".

AppDynamics, Inc.	**End User**:
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

EXHIBIT A
STANDARD SUPPORT

GENERAL REQUIREMENTS. AppDynamics will provide access to a ticketing system and email address, which will be available 24 hours per day, 7 days per week. The phone number and email account will be maintained by qualified support specialists, who shall use commercially reasonable efforts to answer questions and resolve problems regarding the Software.

HOURS OF OPERATION. Support is available 24 hours per day, 7 days per week.

ERROR CLASSIFICATION. The reported errors and defects are classified in the following manner:

Error Classification	Criteria
Urgent	A production application is down or there is a major malfunction, resulting in a business revenue loss and impacting the application functionality for a majority of users.
High	Critical loss of application functionality or performance, impacting the application functionality for a high number of users.
Medium	Moderate loss of application functionality or performance, impacting multiple users.
Low	Minor loss of application functionality or product feature in question.

FUNCTIONAL DEFINITIONS. For the purposes of error classification, essential or major functions include: data capture features, SLA and alarming features, performance management features and application performance problem resolution features.

RESPONSE TIME. AppDynamics shall use commercially reasonable efforts to respond to error reports within four (4) hours for Urgent and High errors. AppDynamics will use reasonable means to repair the error and keep End User informed of progress. AppDynamics makes no representations as to when a full resolution of the error may be made.

Error Classification	Initial Response and Acknowledgement	Fix/ Workaround	Manager Escalation	VP Escalation	CEO Escalation	Email Status Updates for Open Cases
Urgent	4 Hrs.	1 Day	Immediate	1 Business Day	1 Week	Daily
High	12 Hrs.	3 Days	1 Business Day	1 Week	2 Weeks	Weekly
Medium	1 Business Day	Next Release	Monthly Review for All Open Issues	Quarterly Review for All Open Issues	None	None
Low	1 Business Day	At AppDynamics' Discretion	Monthly Review for All Open Issues	Quarterly Review for All Open Issues	None	None

AUTHORIZED SUPPORT CONTACTS. Support and maintenance will be provided solely to End User's authorized support contacts. End User's Order Form will indicate a maximum number of authorized support contacts for End User's license level. End User will be asked to designate its authorized support contacts, including its primary email address.

SUPPORTED VERSIONS.

Support is defined as follows:

- Mainstream support: support calls are accepted and the version is maintained with bug fix releases and patches.
- Extended support: support calls are accepted however the version is not maintained.
- Out of support: no support calls are accepted and the version is not maintained.

AppDynamics provides extended support for a period of 24 months after a version's release.

AppDynamics provides mainstream support for a period of 12 months after a version's release.

For example, if you purchased a version in December of 2011:

Mainstream support: From <2011-Dec> To <2012-Dec>

Extended support: From <2012-Dec> To <2013-Dec>

Out of support: From <2014-Jan>

**Earlier distributed as AppDynamics Standard/Cloud Edition.*

DEFECT RESOLUTION. If there is a defect in the Software, AppDynamics will, at its sole option, repair that defect in the version of the Software that End User is currently using or instruct End User to install a newer version of the Software with that defect repaired. AppDynamics reserves the right to provide End User with a workaround in lieu of fixing a defect should it in its sole judgment determine that it is more effective to do so.

END USER'S OBLIGATION TO ASSIST. Should End User report a purported defect in the Software to AppDynamics, AppDynamics may require End User to provide AppDynamics with the following information:

- A general description of the operating environment
- A list of all hardware components, operating systems and networks
- A reproducible test case
- Any log files, trace and systems files

End User's failure to provide this information may prevent AppDynamics from identifying and fixing the reported defect.

SOFTWARE UPDATES AND UPGRADES. End User must be current on Support and Maintenance Fees in order to receive access to Software updates and upgrades.