

**APPDYNAMICS, INC. SAAS**  
**END USER LICENSE AGREEMENT**

**1. SAAS LICENSE.**

**1.1 RIGHT TO ACCESS.** This SaaS End User License Agreement (this "Agreement") between AppDynamics, Inc., a Delaware corporation with its principal place of business located at 303 Second Street North Tower, Suite 450, San Francisco, CA 94107 ("AppDynamics") and the end user referenced in the Order Form (as defined below) ("End User") is effective as of the date of the Order Form. Subject to the terms and conditions of this Agreement, AppDynamics hereby grants to End User, during the Term (as defined below), a non-exclusive, non-transferable, non-sublicensable right to access and use the SaaS-based AppDynamics application management product designated in the Order Form or Purchase Order referencing this Agreement (the "Order Form") (the "Services") for internal business purposes only, solely as specified in the Order Form or, in the case of Evaluation Use, as indicated by AppDynamics in writing pursuant to Section 1.3. Unless otherwise specified in the Order Form, AppDynamics will (a) make the Services available to End User in accordance with Exhibit A (Availability and Security) and (b) provide support for the Services solely in accordance with Exhibit B (Standard Support). This Agreement supersedes any other agreement between AppDynamics and End User with respect to the Services. Any references in the Order Form to a "EULA" or other similar term shall be deemed to refer to this Agreement.

**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 otherwise generate income from the Services; b) cause or permit the decompiling, disassembly, or reverse engineering of any portion of the Services, or attempt to discover or permit the discovery of any source code or other operational mechanisms of the Services; c) modify, adapt, translate or create derivative works, nor allow any of those actions to occur, based on all or any part of the Services; d) modify any proprietary rights notices which appear in the Services or components thereof; or e) use any Services in violation of any applicable laws and regulations (including any export laws, restrictions, national security controls and regulations) or outside of the scope of the rights granted in Section 1.1.

**1.3 EVALUATION USE.** If End User accessed the Services pursuant to an evaluation ("Evaluation Use"), then the Term is either, at AppDynamics' discretion: a) as determined by AppDynamics, terminable by AppDynamics upon ten (10) days' notice to End User, or b) the period indicated by AppDynamics in writing prior to End User accessing the Services. End User may use the number and type of licenses indicated in writing by AppDynamics prior to End User accessing the Services. 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 Services, and b) End User will not attempt to, by any means, evaluate the Services 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 Services 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 Services. End User is responsible for use of the Services by any and all employees, contractors, or other users that it allows to access the Services.

**2. FEES.**

**2.1 PRICING AND INVOICES.** End User will be invoiced (an "Invoice") for those amounts and at those prices set forth in the Order Form for the Term indicated therein, provided, however, that, for Evaluation Use, End User shall not be billed unless otherwise specified by AppDynamics in writing prior to End User accessing the Services. Fees do not include any customization of the Services.

**2.2 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, except for amounts paid in error that are not actually due under this Agreement. 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 one and one percent (1%) 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 Services 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. The terms of this Agreement, any technical or other documentation relating to the Services, 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 employees, consultants, agents, and professional advisers who have a "need to know" for the Receiving Party to exercise its rights or perform its obligations hereunder, provided that such employees, consultants and agents 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, to the extent within its control, 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 seek 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 Services. End User acknowledges that the rights granted under this Agreement do not provide End User with title to or ownership of the Services.

**5. TERM AND TERMINATION.** The initial term of this Agreement (the "Term") is as specified in the Order Form, provided, however, that this Agreement may be renewed at any time for successive terms by mutual written agreement of the parties and each such renewal will be deemed part of the "Term" hereunder. 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 of this Agreement for any reason, (i) End User shall cease any further use of the Services 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 11, will survive any expiration or termination hereof.

## **6. WARRANTIES.**

**6.1 LIMITED WARRANTY.** AppDynamics warrants that, during the Term, the Services will, in all material respects, conform to the functionality described in the AppDynamics documentation located at <http://docs.appdynamics.com> (the "Documentation"). 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 Services to conform in all material respects to the 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 fees which have been paid in advance (if any) for unused Services.

**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 SERVICES. APPDYNAMICS EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DATA ACCESSED OR USED IN CONNECTION WITH THE SERVICES.

## **7. INDEMNIFICATION.**

**7.1 BY APPDYNAMICS.** AppDynamics agrees to defend, at its expense, End User against any third party claim to the extent such claim alleges that the Services infringe or misappropriate any patent, copyright, trademark or trade secret of a third party and AppDynamics shall pay all costs and damages finally awarded against End User by a court of competent jurisdiction as a result of any such claim. In the event that the use of the Services is, or in AppDynamics' sole opinion is likely to, become subject to such a claim, AppDynamics, at its option and expense, may (a) replace the applicable Services with functionally equivalent non-infringing technology, (b) obtain a license for End User's continued use of the applicable Services, or (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 Services are 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 (2) to any unauthorized use of the Services. THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND ALL 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 SERVICES.

**7.2 BY END USER.** End User agrees to defend, at its expense, AppDynamics, its suppliers and resellers against any third party claim to the extent such claim arises from End User's breach of Section 1 or End User's negligence or willful misconduct.

**7.3 INDEMNIFICATION REQUIREMENTS.** In connection with any claim for 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, provided, however, that the failure to provide such notice shall not relieve the indemnifying party of its obligations under this Section 7, except to the extent that such failure materially prejudices the indemnifying party's defense of such claim. 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 1.2 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 1.2, 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 TWO (2) TIMES THE TOTAL FEES PAID TO APPDYNAMICS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM GIVING RISE TO SUCH DAMAGES. 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. DATA PRIVACY.** The application server and machine agents (collectively, "Agents") that are used to provide the Services do not by default capture, communicate or store any personally identifiable information or payment card information. For more information on the scenarios in which, due the actions of End User, such Agents could capture personally identifiable information or payment card information and the ways in which the Services would manage such information, please visit the webpage located at [http://www.appdynamics.com/saas/saas\\_privacy\\_rev01sep2012.pdf](http://www.appdynamics.com/saas/saas_privacy_rev01sep2012.pdf), as such webpage may be updated from time to time.

**11. 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, such 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 Services, which order is accepted by AppDynamics, the terms and conditions located at [http://www.appdynamics.com/PS/PS\\_Terms\\_REV02072012.pdf](http://www.appdynamics.com/PS/PS_Terms_REV02072012.pdf) ("Professional Services Terms") are hereby incorporated by reference herein and will govern the provision and receipt of such professional services (and, for clarity, Sections ERROR! REFERENCE SOURCE NOT FOUND. and 8 of these Terms will apply to such professional services). This Agreement and its exhibit, together with the Professional Services 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 Services. This Agreement may not be assigned by either party without the prior written approval of the other party and any purported assignment in violation of this section shall be void; provided, however, that either party may assign this Agreement in connection with the transfer, directly or indirectly, of more than fifty percent (50%) of the Company's outstanding voting securities or of all or substantially all of the assets of the Company (a "Change in Control"); and provided, further, that AppDynamics may assign this Agreement to any of its affiliates. Upon any assignment of this Agreement by End User in connection with a Change in Control, any licenses that contain an "unlimited" feature in terms of number of users or Logical CPUs will, with respect to End User or the successor entity, as applicable, be capped at the number of authorized users using the Software pursuant to this Agreement immediately prior to such change in control. 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' marketing materials and web site. 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, North Tower, Suite 450, San Francisco, CA 94107, Attn: Director of Finance, with a copy, which shall not constitute notice, to Director of Legal. Notice to AppDynamics shall be deemed given when received by AppDynamics.

**EXHIBIT A**  
**AVAILABILITY AND SECURITY**

**Service Availability:**

AppDynamics will use commercially reasonable efforts to (a) provide bandwidth sufficient for End User's use of the Services provided hereunder and in an applicable Order Form and (b) operate and manage the Services with a ninety-nine and one-half percent (99.5%) uptime goal (the "Availability SLA"), excluding situations identified as "Excluded" below. For purposes of the Availability SLA, the AppDynamics network extends to, includes and terminates at the data center located router that provides the outside interface of each of AppDynamics' WAN connections to its backbone providers (the "AppDynamics Network").

"Excluded" means any outage that results from any of the following:

- a. Any maintenance performed by AppDynamics during AppDynamics' standard maintenance windows. AppDynamics will notify End User within forty-eight (48) hours of any standard maintenance and within twenty-four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "Scheduled Maintenance").
- b. End User's information content or application programming, or the acts or omissions of End User or its agents, including, without limitation, the following:
  1. End User's use of any programs not supplied by AppDynamics;
  2. End User's failure to provide AppDynamics with reasonable advance prior notice of any pending unusual large deployments of new nodes (i.e., adding over ten (10) percent total nodes in less than twenty-four (24) hours);
  3. End User's implementation of any significant configuration changes, including changes that lead to a greater than thirty percent (30%) change in a one week period or greater than fifty percent (50%) change in a one month period in the number of key objects in the system including but not limited to metrics, snapshots, nodes, events and business transactions;
  4. Any mis-configuration by End User (as determined in AppDynamics' sole discretion), including, without limitation, configuration errors and bad or unintended usage of the Services; and
  5. End User's failure to upgrade the AppDynamics Agents to keep the Agent versions within six (6) months of the controller version.
- c. Force majeure or other circumstances beyond AppDynamics' reasonable control that could not be avoided by its exercise of due care.
- d. Failures of the Internet backbone itself and the network by which End User connects to the Internet backbone or any other network unavailability outside of the AppDynamics Network.
- e. Any window of time when End User agrees that Services availability/unavailability will not be monitored or counted.
- f. Any problems resulting from End User combining or merging the Services with any hardware or software not supplied by AppDynamics or not identified by AppDynamics in the Documentation as being compatible with the Services.
- g. Interruptions or delays in providing the Services resulting from telecommunication or Internet service provider failures outside of the AppDynamics Network.
- h. End User's or any third party's use of the Services in an unauthorized or unlawful manner.

**Remedies for Excessive Downtime:**

In the event the Availability of the Services falls below the Availability SLA in a given calendar month, AppDynamics will pay End User a service credit ("Service Credit") equal to the percentage of the fees set forth in the table below corresponding to the actual Availability of the Services during the applicable calendar month. Such Service Credit will be issued as a credit against any fees owed by End User for the next calendar month of the Term, or, if End User does not owe any additional fees, then AppDynamics will pay End User the amount of the applicable Service Credit within thirty (30) days after the end of the calendar month in which such credit accrued. Such Service Credit will be in addition to any other remedies available to End User at law, in equity or under this Agreement.

System availability is measured by the following formula:  $x = (n - y) * 100 / n$

Notes:

(1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month.

(2) Specifically excluded from "n and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

Services Availability	Percentage of Monthly Service Fees Credited
> 99.5%	0%
95.0% - < 99.5%	5% (max of \$280)
90.0% - < 95.0%	10% (max of \$560)
80.0% - < 90.0%	20% (max of \$840)
70.0% - < 80.0%	30% (max of \$1120)
60.0% - < 70.0%	40% (max of \$1400)
< 50%	50% (max of \$2800)

#### **End User Account Login:**

For AppDynamics user interface access, AppDynamics uses TLS 1.0 with AES 256 bit encryption, terminated at the server to ensure end-to-end security over the wire. AppDynamics will also restrict user interface access to End User corporate networks for additional security, except as otherwise requested by End User.

#### **Hosting:**

AppDynamics' SaaS platform (servers, infrastructure and storage) for the Services is and will remain hosted in one of the largest Tier III data centers in North America, specifically designed and constructed to deliver world-class physical security, power availability, infrastructure flexibility and growth capacity. AppDynamics' data center provider is and will remain SAAS16 compliant, meaning it has been fully independently audited to verify the validity and functionality of its control activities and processes.

Every Server for the Services is and will remain operated in a fully redundant fail-over pair to ensure high availability. Data is and will remain backed up nightly, stored redundantly and will be restored rapidly in case of failure. AppDynamics also provides an off-site backup service, which is available at an additional cost.

Security updates and patches are actively evaluated by engineers and will be deployed based upon the security risks and stability benefits they offer to AppDynamics' SaaS platform and End Users.

#### **Data Access:**

Access to AppDynamics' SaaS platform infrastructure and data for the Services is and will remain secured by multiple authentication challenges including RSA and DSA key pairs, passwords, and network access control lists. Infrastructure and data access is and will remain restricted to AppDynamics employees and contractors, all of whom are under strict confidentiality agreements.

System and Network activity for the Services are and will remain actively monitored by a team of engineers 24/7. Failed authentication attempts are audited and engineers will be paged immediately so that any possible intrusion or threat can be investigated promptly. Standard firewall policies are and will remain deployed to block all access except to ports required for AppDynamics' SaaS platform and Agent communication.

#### **Data Collection:**

AppDynamics' Agents collect metrics that relate to the performance, health and resource of an application, its components (transactions, code libraries) and related infrastructure (nodes, tiers), which service those components. In addition, AppDynamics may collect metrics on End Users' activities, such as web pages visited, length of visit, and which features of the Services an End User uses.

#### **Data Communication:**

AppDynamics' Agents will typically push data using one-way HTTP or HTTPS connections to a single host (known as a controller), which has been allocated to one or more End User accounts. AppDynamics also offers dedicated controllers for End Users who require their data to be isolated.

For added security, Agents can be configured to send data using encrypted transmission by simply selecting HTTPS port 443 and setting "controller-ssl-enabled" to true in Agent configuration. AppDynamics' Agents also have built in support for outbound HTTP proxies for End Users using these security mechanisms.

A single Agent with default configuration will typically push between 300KB to 500KB of data per minute depending on application characteristics. AppDynamics uses random staggering on Agent data communication to our SaaS platform so traffic is spread evenly to minimize bursts and spikes of network traffic from your data center to AppDynamics' SaaS platform.

# of Agents	Typical Network Bandwidth Used (per min)
1	300KB to 500KB
100	4Mbit to 6.4Mbit
1000	40Mbit to 64Mbit

These figures assume a 1:1 relationship between Agent and JVM/CLR.

For answers to frequently asked questions about the Services, please visit the webpage located at:  
[http://www.appdynamics.com/saas/saas\\_faqs.pdf](http://www.appdynamics.com/saas/saas_faqs.pdf).

**EXHIBIT B**  
**STANDARD SUPPORT**

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

**HOURS OF OPERATION.** Support is available (24) hours per day, seven (7) days per week.

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

Error Classification	Criteria
<b>Urgent</b>	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.
<b>High</b>	Critical loss of application functionality or performance, impacting the application functionality for a high number of users.
<b>Medium</b>	Moderate loss of application functionality or performance, impacting multiple users.
<b>Low</b>	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 in accordance with the table set forth below. 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	Manager Escalation	VP Escalation	CEO Escalation	Email Status Updates for Open Cases
<b>Urgent</b>	4 Hrs.	Immediate	1 Business Day	1 Week	Daily
<b>High</b>	12 Hrs.	1 Business Day	1 Week	2 Weeks	Weekly
<b>Medium</b>	1 Business Day	Monthly Review for All Open Issues	Quarterly Review for All Open Issues	None	None
<b>Low</b>	1 Business Day	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 service level. End User will be asked to designate its authorized support contacts, including its primary email address.

**END USER'S OBLIGATION TO ASSIST.** Should End User report a purported defect in the Services to AppDynamics, the AppDynamics ticketing system will require End User to provide AppDynamics with the following minimum 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 or significantly delay AppDynamics' ability to identify and fix the reported defect.