



Supplemental End User License Agreement

IMPORTANT: READ CAREFULLY

Dear Customer,

This Supplemental End User License Agreement (“**SEULA**”) supplements the End User License Agreement (“**EULA**”) and describes supplemental terms and conditions that govern Your use of AppDynamics LLC’s (“**AppDynamics**”) software products for on-premise deployments (“**Software**”) and any professional services (“**Services**”) purchased in an Order.

The Documentation applicable to the AppDynamics Software is located at <http://docs.appdynamics.com>. An additional fee will apply should You wish to convert on-premise Software purchased to SaaS licenses.

Unless defined herein, capitalized terms used in this SEULA are defined in the EULA. All references to Software in the EULA shall be read to encompass the AppDynamics software product, and vice versa. All references to Cisco in the EULA shall be read to include AppDynamics (collectively the “**Group Members**” and each a “**Group Member**”).

The following sections of the EULA are not applicable to Your use of the Software: 12(a) Term and Termination, 22 (Notification). AppDynamics reserves the right to change this SEULA at any time.

DEFINITIONS:

“**Entitlement**” means the license detail; including license metric, duration, and quantity stated in the Order and published in the Documentation.

“**Maintenance**” has the meaning given in the terms specified at https://legal.appdynamics.com/Enterprise_Support_2019.09.16.pdf.

“**Support**” means AppDynamics’ obligations to respond to support requests as described at https://legal.appdynamics.com/Enterprise_Support_2019.09.16.pdf.

TERMS AND CONDITIONS:

- License, Fees and Payment.
 - The refund right in Section 1 of the EULA and Cisco’s Software Transfer and Re-Use Policy do not apply to the Software.
 - All fees due to a Group Member under any Order are non-cancelable and sums paid are non-refundable.
 - Software fees and payment terms are set out in Your agreement with the Approved Source.
 - For Software purchased directly from a Group Member, You agree that the Group Member may invoice You for the fees due in advance as set forth in the applicable Order. Unless otherwise agreed, You will pay all fees within 30 days of the invoice date. Past due fees will bear interest from the due date to the date of payment at the lesser of 10% per annum or the maximum rate permitted by law. You will pay all sales, value added, general standard and similar taxes, levies, duty or charges imposed by any governmental authority related to the Software purchased. The Group Member may gross up the price for the Software in any invoice if a required withholding prevents it from receiving the amount specified in such invoice. If Your payment is 30 or more days overdue, the Group Member may, in its sole discretion after giving You ten days’ advance written notice and without limiting our other rights and remedies, suspend or terminate Your access to the Software until such amounts are paid in full. If You dispute an invoice, You must notify the Group Member in writing within 15 days of the invoice date and provide written details explaining the dispute. The Group Member will work with You in good faith to resolve the dispute. If the Group Member is unable to resolve the dispute within 30 days, it may, in its discretion, suspend or terminate the Software after giving You an additional ten days advance written notice.

- Confidential Information and Data. You acknowledge that AppDynamics has not signed up to the APEC Cross Border Privacy Rules Systems requirements.
- Use Limitations. In addition to the limitations and restrictions set forth in Section 5 of the EULA, You shall not (and shall not authorize any third party to): (a) use AppDynamics Test & Dev Edition licenses in any environment other than test-only, non-production environments; or (b) configure the Software to collect any (1) social security numbers or other government-issued identification numbers, (2) unencrypted passwords or other authentication credentials, (3) health information, biometric data, genetic data, or any other such information subject to HIPAA requirements, (4) payment/financial information or any other such information subject to PCI security standards, (5) any data relating to a person under the age of 13 years old, or (6) any other data that is subject to regulatory or contractual handling requirements pursuant to the Gramm-Leach-Bliley Act. You acknowledge and agree that the license to the Software is not intended to limit the licenses set forth at <https://docs.appdynamics.com/display/DASH/Legal+Notices>.
- Maintenance and Support. Subject to Your payment of the fees set forth in the applicable Order, AppDynamics will provide Maintenance and Support for the Software. For time-limited subscription licenses for the Software, the fees for Maintenance and Support are included in the fees for the Software.
- Services. All Services will be rendered on a time and materials basis. AppDynamics will not exceed the total time purchased without prior written approval from You. Services will be performed on business days (a business day means Monday through Friday, excluding national holidays, during working hours, in the location where the Services are delivered). Saturday work, and hours worked during the week that exceed the local working hours in a week, will be charged at 1.5 x the agreed rate. Work on Sundays or national holidays will be charged at 2 x the agreed rate. If You cancel or delay any scheduled Services less than ten business days before the start date of such Services, then AppDynamics will use reasonable efforts to reallocate the resource for the canceled Services. If AppDynamics is unable to reallocate such resources AppDynamics may deduct from Your account (or You will pay for) the amount of Services that were scheduled in any of the ten business days following the date of cancellation (or notification of the delay, as applicable), and You will fully reimburse AppDynamics for any reasonable travel and expenses incurred by AppDynamics for such Services (and for any Services rescheduled by You) for which AppDynamics is unable to obtain a refund. Travel and living expenses are not included in the Services fees unless otherwise stated on the Order. If not used, pre-purchased Services and pre-paid expenses expire 12 months after the date purchased.

The Services offering for Your AppDynamics On Premises Visibility Pack purchase is located at https://legal.appdynamics.com/AppDynamics_On_Premises_Visibility_Pack_September_2018.pdf other than:

- for the AppDynamics Visibility Pack for SAP, for which the Services offering is located at https://legal.appdynamics.com/AppDynamics_Visibility_Pack_SAP_Oct_2019.pdf.
- for the AppDynamics Visibility Pack for Cloud Migrations and AppDynamics Visibility Pack for Mobile Applications, for which the Services offering is located at: https://legal.appdynamics.com/AppDynamics_On_Premises_Visibility_Pack_Cloud Migration and Mobile Application_Aug 2020.pdf.

The foregoing are each incorporated by reference.

- Term and Termination. The term of this SEULA begins on the date that an Order is executed by You and will remain in effect until all Subscription Licenses expire or until the Agreement is otherwise terminated in accordance with the terms hereof, whichever occurs first (the "Term"). The "License Term" begins on the date the Software license keys are delivered to You and lasts for the period specified in the applicable Order (unless terminated earlier in accordance with the Agreement).
- Notices. Notwithstanding anything to the contrary set forth in Section 22 of the EULA, AppDynamics may provide You with notice via email, regular mail and/or postings on its website or any other website used as part of the Software. You 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 or such other address as may be notified to You from time to time: AppDynamics LLC, 303 Second Street, North Tower, 8th Floor, San Francisco, CA 94107, Attn: Legal Department.