

AppDynamics Partner Program

Reference is made to the applicable Partner Agreement (the “Partner Agreement”) between AppDynamics, Inc., a Delaware corporation, with its principle place of business at 303 Second Street, North Tower, Suite 450, San Francisco, CA 94107 (“AppDynamics”) and Partner (as defined in the Partner Agreement). This AppDynamics Partner Program (this “Program”) sets forth the supplemental terms and conditions applicable to the partnership between AppDynamics and Partner as described in the Partner Agreement.

Definitions:

“Price Margin” shall mean the percentage of the License Fees that Partner will earn, and retain, from the License Fees. The License Fees, less the Price Margin (and less the Additional Margin, if applicable), shall equal the amount that shall be reflected on the Invoice(s) and be the amount that Partner shall remit in satisfaction thereof (the “Payments”).

“Renewal Fees” shall mean those “License Fees” which are charged by Partner to End Users for the renewal of existing licenses of the Software. The “Renewal Margin” shall be the percentage of the License Fees that Partner will earn, and retain, from the Renewal Fees; for any renewal of existing licenses of Software. In cases where Renewal Fees are charged by Partner to End Users for Licenses that were originally licensed by Partner to a given End User, Partner will earn an additional percentage of the License Fees, beyond the Renewal Margin, from the Renewal Fees (the “Incumbency Margin”). The Renewal Fees, less the Renewal Margin (and less the Incumbency Margin, if applicable), shall equal the amount that shall be reflected on the Invoice(s) and be the amount that Partner shall remit in satisfaction thereof (and be included in the definition of “Payments”).

Capitalized terms not otherwise defined herein shall have the meanings set forth in the Partner Agreement.

Marketing, Publicity and Representations

Partner shall actively market the Software using only those printed or electronic marketing materials provided by AppDynamics to Partner and shall identify AppDynamics as a partner in a mutually agreeable position on Partner’s Web site. Partner shall provide a prominent link on its web page to the AppDynamics web page.

Partner agrees not to make any statements or representations about the Software or about the scope of AppDynamics’ liability that are different from or inconsistent with those made or authorized by AppDynamics including, without limitation, the scope of the indemnification, warranty, or support offered by AppDynamics. Partner further agrees not to make any statements or representations about the Software that could be misleading or deceptive. Partner shall represent AppDynamics in a manner intended to preserve and enhance the reputation of AppDynamics and the Software.

From time to time, Partner may participate in joint press conferences or joint press releases; provided that each Party shall approve the content and substance of each such press release or press conference and of any other public mention of the partnership described herein in advance in writing. Such approval shall not be unreasonably withheld.

End User Agreements

All End Users will enter into an End User Agreement that is at least as protective of, and beneficial for, AppDynamics as those set forth in AppDynamics standard terms and conditions set forth at http://www.appdynamics.com/legal/OnPremise_EULA.pdf (for distributed software transactions) and http://www.appdynamics.com/legal/SaaS_EULA.pdf (for SaaS transactions) (the “Standard Terms and Conditions”). Partner acknowledges and agrees that AppDynamics may, from time to time, change the terms of the Standard Terms and Conditions by providing a copy of the revised terms and conditions to Partner or providing Partner with notice (including by email) of updated links. The responsibilities of Partner relating to the End User Agreement for a particular order shall be based on the Partnership Participation Level applicable to such order, as described below.

Opportunity Approval Process

In the event that Partner identifies a potential End User that demonstrates a real interest and intent to investigate the benefits of AppDynamics along with its ability to make a purchase (an “Opportunity”), Partner will register such Opportunity in AppDynamics’ Partner Sales Portal (available via Internet) (the “Portal”), including the Opportunity’s name, address, contact information, department, anticipated close date, stage, and dollar amount, the name and contact information of the primary contact person for such Opportunity, and the Partner Participation Level (as defined below) applicable to the Opportunity. AppDynamics will approve or reject, in its sole reasonable discretion, the submitted Opportunity and will notify Partner of its decision via the Portal or an email notification to Partner (“Approval Notice”). The Parties agree that AppDynamics may, without limitation, reject the Opportunity if the applicable potential End User has already (i) entered into a commercial agreement with AppDynamics or any of its sales agents, partners or other distributors; (ii) received a referral from a third party; or (iii) been identified as a potential End User by AppDynamics or any of its sales agents, resellers or other distributors. Once approved by

AppDynamics, the Opportunity shall be registered by Partner for six months after such approval, during which time AppDynamics will not approve the registration of an Opportunity with in such potential End User in the Territory by any other partner of AppDynamics. Upon the expiration of such six-month period, the registration and all rights of Partner with respect to the Opportunity will automatically expire, unless otherwise agreed upon by AppDynamics in writing. If a conflict arises where two or more partners claim the same potential End User, AppDynamics, in its sole discretion, shall identify which partner shall receive the Approval Notice for such potential End User.

Order Form and Purchasing Process

Promptly following the approval of an Opportunity by AppDynamics, Partner will send AppDynamics an order form stating the precise details of quantities, products, pricing and discounts for licenses required by the applicable End User. AppDynamics will then generate an order form matching such product details and also include business terms and delivery details (the "Order Form"). Promptly after receiving an executed End User Agreement, Partner shall submit the Order Form signed by Partner to AppDynamics and any additional information reasonably requested by AppDynamics. AppDynamics reserves the right to refuse an Order Form for reasonable business reasons. Partner acknowledges and agrees that Partner may not provide the Software to an End User without an executed End User Agreement or before AppDynamics accepts the Order Form. AppDynamics will indicate acceptance of the order by email delivery directly to the End User a product license key matching the Order Form with carbon copy to Partner.

Pipeline Reports

Within five (5) days of the 15th day of each month, Partner will update their pipeline information via the Portal, including any changes to an Opportunity's name, address, contact information, department, anticipated close date, stage, and dollar amount, the name or contact information of the primary contact person for such Opportunity.

Audits

Upon reasonable notice, AppDynamics shall have the right to inspect and audit such records to the extent necessary to verify Partner's compliance with the payment obligations set forth herein and in the Partner Agreement. AppDynamics shall be responsible for the costs of such audit unless the audit indicates that Partner underpaid AppDynamics by three percent (3%) or more for any audited period. In the event that an underpayment is discovered, then Partner shall remit such underpayment and shall reimburse AppDynamics for the reasonable costs of the audit within thirty (30) days after being notified of the audit findings. In the event that an overpayment is discovered, then AppDynamics will issue Partner a credit against future fees due.

Pricing

AppDynamics' prices for Software will be listed in the AppDynamics price list for the Territory, as published and modified by AppDynamics from time to time (the "Price List"). Partner shall not deviate from the prices set forth in the Price List without AppDynamics' prior written approval. For clarity, "List Price" is defined as the price for licenses with the Volume Discount applied. The Price List sets forth List Prices and the "Volume Discounts" available to said prices for the Software suggested by AppDynamics for Partner to use in the license/sale of the Software to the End Users. AppDynamics reserves the right to modify the prices for the Software on the Pricelist upon advance notice of at least ninety (90) days; all Order Forms completed prior to the effective date of the modified Price List may be concluded with the prices of former Price List.

The Price List provides a pricing guideline for the Software to be used in the discretion and business judgment of Partner. The actual prices for licenses to the Software referred, co-sold or re-sold by Partner to End Users which includes the fees charged to End Users for perpetual software licenses and subscription licenses (the "License Fees") shall be set forth on the Order Forms and the Reports and used to calculate the attainment of the revenue threshold for the annual period beginning on the Effective Date and subsequent anniversaries of the Effective Date (if applicable) ("Annual Threshold") to determine the applicable "Partner Program Category" for Partner.

Partner Payments; Net License Fees, License Margin and Renewals

AppDynamics will pay Partner based on two primary factors: (1) Partner's level of participation in completing the sale and providing End User support and documentation and (2) the aggregate Net License Fees generated by Partner over time. With respect to the first factor, Partner's level of participation, there are three partner participation levels ("Partner Participation Level(s)"). The requirements for each Partner Participation Level are outlined in detail below and the portion of the total License Fees that Partner may earn, and retain, as a result of electing a particular Partner Participation Level for an Opportunity is described in the table immediately following this paragraph. As indicated in the table below, AppDynamics believes that working with End Users to perform on-premise evaluations before determining needs for the Software achieves more-successful and quicker adoption of the Software ("Proof of Concept" or "POC"). Therefore, when Partner, using personnel of Partner with "Certification", conducts a Proof of Concept, Partner shall earn an "Additional Margin" as set forth below. Certification will

result from attendance and completion of specified training courses as described further in the “Training” provisions set forth hereinafter. The additional considerations relating to the second factor, aggregate Net License Fees generated by Partner over time, are described in the paragraph immediately following the table below.

Partner Participation Level	Referral	Co-Sale	Resale
Annual Threshold	N/A	N/A	<\$250K
Price Margin	5%	20%	25%
Additional Margin for POC	N/A	5%	5%
Total Available “Margin”	5%	25%	30%
Renewal Margin	N/A	10%	10%
Incumbency Margin	N/A	10%	10%

As described above, Partner may increase its Price Margin in comparison to the Price Margin specified in the above table depending on the aggregate Net License Fees generated by Partner over time. Specifically, Partner will have the opportunity to qualify for classification as a “Silver Partner,” “Gold Partner,” or an “Elite Partner.” This classification will be based on the net License Fees received by AppDynamics from approved Opportunities registered by Partner during the annual period in question beginning with the Effective Date for twelve months thereafter and for each subsequent twelve-month period under this Agreement. For calculation of the attainment of the Annual Threshold, net License Fees for renewal licenses of Software will be included. **Partner shall be classified as a “Silver Partner” in the event that (i) such net License Fees are less than \$250k in such period and (ii) Partner satisfies the training requirements below for such period, and Partner shall be entitled to the Price Margin specified in the above table for all approved orders submitted by Partner while Partner retains such classification. Partner shall be classified as a “Gold Partner” in the event that (i) such net License Fees are more than \$250k and less than \$1M in such period and (ii) Partner satisfies the training requirements below for such period, and Partner shall be entitled to a 5% increase in Price Margin in comparison to the Price Margin specified in the above table for all approved orders submitted by Partner while Partner retains such classification. Partner shall be classified as an “Elite Partner” in the event that (i) such net License Fees are more than \$1M in such period and (ii) Partner satisfies the training requirements set forth below for such period, and Partner shall be entitled to a 10% increase in Price Margin in comparison to the Price Margin specified in the above table for all approved orders submitted by Partner while Partner retains such classification.** For the first annual period of this Agreement, Partner shall be automatically designated a “Gold Partner; “thereafter, Partner’s status in the Partner Program Category for the following annual period shall be determined by the attainment of the annual Threshold by Partner in the prior annual period unless otherwise determined by AppDynamics and Partner in a separate writing signed by both parties.

For each Software product that Partner distributes to an End User and sells a support contract, either as a standalone product or as part of a Partner value-added product, Partner will pay AppDynamics 65% of the annual maintenance and support services fee provided Partner does not deviate from AppDynamics’ support pricing policy that may be amended from time to time.

Partner Participation Levels - Requirements

Referrals

End User Documentation and Monitoring

AppDynamics shall obtain an End User License Agreement with the End User and Partner shall not have any obligations with respect to End User documentation.

Partner shall notify AppDynamics promptly of any infringement or other violation of AppDynamics’ rights of which Partner becomes aware and shall in all circumstances use its commercially reasonable efforts to protect AppDynamics’ intellectual property rights in the Software.

Support

AppDynamics shall be responsible for all support in accordance with the support terms set forth in the applicable End User Agreement and Partner shall not have any support requirements.

Co-Sales

End User Documentation and Monitoring

Partner shall include a link to the Standard Terms and Conditions in the Order Form for each Opportunity. If, for any Opportunity, End User requires any changes to the Standard Terms and Conditions, Partner shall (i) fully negotiate the corresponding End User Agreement in accordance with any materials provided by AppDynamics and standard industry practices and (ii) present the fully-negotiated End User Agreement to AppDynamics for approval and signature concurrently with registering such Opportunity in the Portal. In the event AppDynamics thereafter determines that further negotiation of the End User Agreement is required, Partner will resume negotiations with such End User until a satisfactory resolution is achieved prior to again presenting the End User Agreement for approval by AppDynamics. This process will repeat itself until either (i) AppDynamics and End User both execute the End User Agreement or (ii) AppDynamics requests that Partner discontinue negotiations with such End User and abandon the Opportunity, whichever occurs earlier. .

Partner shall reasonably monitor each End User's compliance with the End User Agreements and fully cooperate with AppDynamics to enforce the End User Agreements, resolve any breach thereof, and enforce AppDynamics' rights. Partner shall notify AppDynamics promptly of any infringement or other violation of AppDynamics' rights of which Partner becomes aware and shall in all circumstances use its commercially reasonable efforts to protect AppDynamics' intellectual property rights in the Software.

Support

AppDynamics shall be responsible for all support in accordance with the support terms set forth in the applicable End User Agreement and Partner shall not have any support requirements.

Resales

End User Documentation and Monitoring

Partner shall include a link to the Standard Terms and Conditions in the Order Form for each Opportunity. If, for any Opportunity, End User requires any changes to the Standard Terms and Conditions, Partner shall (i) fully negotiate the corresponding End User Agreement in accordance with any materials provided by AppDynamics and standard industry practices and (ii) present the fully-negotiated End User Agreement to AppDynamics for approval and signature concurrently with registering such Opportunity in the Portal. In the event AppDynamics thereafter determines that further negotiation of the End User Agreement is required, Partner will resume negotiations with such End User until a satisfactory resolution is achieved prior to again presenting the End User Agreement for approval by AppDynamics. This process will repeat itself until either (i) AppDynamics and End User both execute the End User Agreement or (ii) AppDynamics requests that Partner discontinue negotiations with such End User and abandon the Opportunity, whichever occurs earlier.

Partner shall reasonably monitor each End User's compliance with the End User Agreements and fully cooperate with AppDynamics to enforce the End User Agreements, resolve any breach thereof, and enforce AppDynamics' rights. Partner shall notify AppDynamics promptly of any infringement or other violation of AppDynamics' rights of which Partner becomes aware and shall in all circumstances use its commercially reasonable efforts to protect AppDynamics' intellectual property rights in the Software.

Support

Partner shall be responsible for Tier 1 support in accordance with the support terms set forth in the applicable End User Agreement. Partner will allocate a staff member to investigate the problem upon notification and will use commercially reasonable efforts to provide the End User with a prompt solution.

Tier 1 support shall include but not be limited to the following obligations and activities:

- Act as a liaison between customers and the AppDynamics technical support team;
- Understand the end customer issues and file tickets on their behalf, collect and report the log files / custom configuration / dumps etc.;

- Work with the customers to implement configuration suggested by support / facilitate calls and manage the customer in critical situations;
- Go onsite for helping the customer in case of high priority issues / deployment scenarios;
- Ensure the customer is fully deployed and updates of new versions of software are applied regularly; and
- Gain enough expertise on the product to be able to answer questions as well as resolve low priority issues independently without the help of support.

AppDynamics shall be responsible for Tier 2 support in accordance with the support terms set forth in the applicable End User Agreement. AppDynamics will allocate a staff member to investigate the problem upon notification and will use commercially reasonable efforts to provide a prompt solution or workaround. AppDynamics shall provide the Tier 2 support provided herein during AppDynamics then standard support hours. AppDynamics shall provide the Tier 2 support solely to Partner’s designated employees. Partner shall provide AppDynamics the names of the designated employees and may change the names with reasonable notice. Partner shall ensure that such designated employees have been sufficiently trained to provide Tier 1 support and to engage AppDynamics for Tier 2 support. **For purposes of clarity, AppDynamics shall not have any obligation to provide support directly to End Users, but may elect to provide such support in its sole discretion.**

Training

Partner will designate the following types and number of Partner personnel to complete AppDynamics’ Certified Training program for the Software (such persons shall not be exclusive to AppDynamics, meaning staff can fulfill multiple roles):

Job Function	Silver	Gold	Elite
AppDynamics Certified Engineer	0	1	2
AppDynamics Certified Expert	0	0	1
Sales Account Manager	1	1	2
Product Manager	1	1	1
Marketing Manager	0	0	1