

Terms of Use

As of June 2, 2013

1. Acceptance of the Terms and Conditions.

1.1 AppDynamics LLC (herein referred to as the “AppDynamics,” “we,” “us” or “our”) provides and makes available this website (the “Site”). All use of the Site is subject to the terms and conditions contained in this Terms of Use Agreement (this “Agreement”). Please read this Agreement carefully. By accessing, browsing or otherwise using the Site, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not accept the terms and conditions of this Agreement, you shall not access, browse or use the Site.

1.2 You understand and agree that we may change this Agreement at any time without prior notice. You may read a current, effective copy of this Agreement at any time by selecting the “Terms of Use” link on the Site. The revised terms and conditions will become effective at the time of posting. Any use of the Site after such date shall constitute your acceptance of such revised terms and conditions. If any change to this Agreement is not acceptable to you, your sole remedy is to cease accessing, browsing and otherwise using the Site.

1.3 Your access to and use of the Site is also subject to the AppDynamics’ Privacy Policy located at www.appdynamics.com/privacy-policy, the terms and conditions of which are hereby incorporated herein by reference.

2. Use of the Site.

2.1 This Site contains material, including but not limited to software, text, graphics and images (collectively referred to as the “Content”). We may own the Content or portions of the Content may be made available to us through arrangements that we have with third-parties. The Content is protected by United States and foreign intellectual property laws. Unauthorized use of the Content may result in violation of copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use, copy or display the Content except as permitted under this Agreement. No other use is permitted without our prior written consent. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of any of the Content on any other Site or in a networked computer environment for any purpose is expressly prohibited. If you violate any part of this Agreement, your right to access and/or use the Content and Site shall automatically terminate and you shall immediately destroy any copies you have made of the Content.

2.2 AppDynamics will not pre-screen or review Content uploaded by users or visitors of the Site, but AppDynamics reserves the right to refuse or delete any such Content. In addition, AppDynamics shall have the right (but not the obligation) in its sole discretion to refuse or delete any Content that it reasonably considers to violate this Agreement or be otherwise illegal.

AppDynamics does not guarantee the accuracy, integrity or quality of any Content. Under no circumstances will AppDynamics be liable in any way for any Content, including liability for any errors or omissions in any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise transmitted via the Site.

2.3 Your rights to access, download and/or use any AppDynamics products or services made available through the Site will be subject to the terms and conditions of the agreement identified on the Site and/or in connection with such products and services applicable to each such product or service, and you agree to comply with those terms and conditions.

2.4 If required by AppDynamics, each user must: (a) provide true, accurate, current and complete information on the Site's registration form (collectively, the "Registration Data") and (b) maintain and promptly update the Registration Data as necessary. If, after investigation, we have reasonable grounds to suspect that any user's information is untrue, inaccurate, not current or incomplete, we may suspend or terminate that user's account and prohibit any and all current or future use of the Site (or any portion thereof) by that user other than as expressly provided herein. Each user will receive a password and account designation upon completing the registration process and is wholly responsible for maintaining the confidentiality thereof and wholly liable for all activities occurring there under. AppDynamics cannot and will not be liable for any loss or damage arising from a user's failure to comply with this Section, including any loss or damage arising from any user's failure to (a) immediately notify AppDynamics of any unauthorized use of his or her password or account or any other breach of security and (b) ensure that he or she exits from his or her account at the end of each session. AppDynamics handles user Registration Data in accordance with AppDynamics' Privacy Policy.

2.5 The trademarks, service marks, and logos of AppDynamics (the "AppDynamics Trademarks") used and displayed on this Site are registered and unregistered trademarks or service marks of AppDynamics. Other AppDynamics, product, and service names located on the Site may be trademarks or service marks owned by third-parties (the "Third-Party Trademarks", and, collectively with the AppDynamics Trademarks, the "Trademarks"). Nothing on this Site or in this Agreement should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on this Site without the prior written consent of AppDynamics specific for each such use. The Trademarks may not be used to disparage AppDynamics or the applicable third-party, AppDynamics' or third-party's products or services, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. Use of any Trademarks as part of a link to or from any Site is prohibited without AppDynamics' prior written consent. All goodwill generated from the use of any AppDynamics Trademark shall inure to AppDynamics' benefit.

2.6 You agree not to: (a) take any action that imposes an unreasonable load on the Site's infrastructure, (b) use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site, (c) attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or making up the Site, (d) delete or alter any material posted on the Site by AppDynamics or any other person or entity, or (e) frame or link to any of the materials or information available on the Site.

2.7 The Site contains links to third-party websites (“External Sites”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites.

We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of any materials on such External Sites. You should take precautions when downloading files from all Sites to protect your computer from viruses and other destructive programs. If you decide to access any External Sites, you do so at your own risk.

2.8 Certain elements of the Site are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including but not limited to, the use of framing or mirrors, except as otherwise expressly permitted by Section 2.1 of this Agreement. None of the Content for this Site may be retransmitted without the express written consent from AppDynamics for each and every instance.

2.9 The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials on the Site infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. Notices and counter-notices must meet the then current statutory requirements imposed by the DMCA (see www.loc.gov/copyright for details). Notices and counter notices with respect to the Site should be sent to AppDynamics at:

By Mail:
Copyright Agent
303 Second Street, 8th Floor, North Tower
San Francisco, CA 94107

By Email:
support@appdynamics.com

3. Limitation of Liability and Disclaimer of Warranties.

3.1 APPDYNAMICS, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS (COLLECTIVELY, THE “APPDYNAMICS PARTIES”) MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENT, INCLUDING BUT NOT LIMITED TO ITS ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS OR RELIABILITY. THE APPDYNAMICS PARTIES SHALL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY OR COMPLETENESS OF THE CONTENT OR ANY OTHER INFORMATION CONVEYED TO THE USER OR FOR ERRORS, MISTAKES OR OMISSIONS THEREIN OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FROM

WHATEVER CAUSE. YOU AGREE THAT YOU USE THE SITE AND THE CONTENT AT YOUR OWN RISK.

THE APPDYNAMICS PARTIES DO NOT WARRANT THAT THE SITE WILL OPERATE ERROR FREE OR THAT THE SITE, ITS SERVER, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE SITE OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, NO APPDYNAMICS PARTY SHALL BE RESPONSIBLE FOR THOSE COSTS.

THE SITE AND CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND. THE APPDYNAMICS PARTIES DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NON INFRINGEMENT OF THIRD PARTIES RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

3.2 IN NO EVENT SHALL ANY APPDYNAMICS PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SITE AND THE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF SUCH APPDYNAMICS PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY, AND THE LIABILITY OF ANY OTHER APPDYNAMICS PARTIES, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO \$100.

3.3 Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. IN SUCH STATES, THE LIABILITY OF THE APPDYNAMICS PARTIES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

4. Indemnification.

You agree to defend, indemnify, and hold harmless the AppDynamics Parties from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your access to, use or misuse of the Content or Site. AppDynamics shall provide notice to you of any such claim, suit, or proceeding. AppDynamics reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting AppDynamics’ defense of such matter.

5. Termination of the Agreement.

5.1 AppDynamics reserves the right, in its sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Site or the Content at any time and for any

reason without prior notice or liability. AppDynamics reserves the right to change, suspend, or discontinue all or any part of the Site or the Content at any time without prior notice or liability.

5.2 Sections 2 (Use of the Site), 3 (Limitation of Liability and Warranty), 4 (Indemnification), 5 (Termination of Agreement), and 8 (Miscellaneous) shall survive the termination of this Agreement.

6. User Must Comply with Applicable Laws.

The United States controls the export of products and information. You expressly agree to comply with such restrictions and not to export or re-export any of the Content to countries or persons prohibited under the export control laws. By downloading the Content, you are expressly agreeing that you are not in a country where such export is prohibited or are a person or entity for which such export is prohibited. You are solely responsible for compliance with the laws of your specific jurisdiction regarding the import, export, or re-export of the Content.

7. U.S. Government Restricted Rights.

The Content is provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the Government is subject to the restrictions contained in 48 CFR 52.227-19 and 48 CFR 252.227-7013 et seq. or its successor. Use of the Site or Content by the Government constitutes acknowledgement of our proprietary rights in the Site and Content.

8. Miscellaneous.

This Agreement is governed by the internal substantive laws of the State of California, without respect to its conflict of laws provisions. You expressly agree to submit to the exclusive personal jurisdiction of the state and federal courts sitting in the City of San Francisco in the State of California. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. Failure of AppDynamics to act on or enforce any provision of this Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against AppDynamics unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by AppDynamics and you, this Agreement constitutes the entire agreement between you and AppDynamics with respect to the subject matter hereof, and supersedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors and assigns. Any information submitted or provided by you to the Site might be publicly accessible. Important and private information should be protected by you. AppDynamics is not liable for protection of privacy of electronic mail or other information transferred through the Internet or any other network that you may use.

