

## Snappy Gifts

### Snappy Order Form

Billing and Contact Information:	
<b>Company Legal Name:</b> AppDynamics LLC <b>Contact Name:</b> Teresa Au <b>Contact E-Mail:</b> teresa.au@appdynamics.com <b>Date:</b> 02/27/20 <b>Billing Email:</b> accountspayable@appdynamics.com	<b>Billing Address:</b> 303 2nd Street North Tower 8th Floor San Francisco, CA 94107 United States

Gifting Options
<b>Snappy Experience Level:</b> Snap-Pro <b>Snappy Service Fee:</b> 15% of Gift Price <b>Annual Subscription Fee:</b> \$1,999 <b>Term:</b> February 28, 2020 to February 27, 2021 <b>Estimated Annual Gift Spend:</b> \$171,825 <b>Setup Fee:</b> \$5,000 (waived if sign by 02/28/2020 and start sending gifts by 04/01/2020) <b>Estimated First Gift Send Date:</b> 04/01/2020 <b># Total Corporate Employees (est.):</b> 2208 <b>Payment Schedule:</b> Billed monthly in arrears with the exception of holiday gifts which shall be paid in advance
<b>Details:</b> <ul style="list-style-type: none"><li>Service Anniversaries = ~\$171,825 (Broken out by Milestone in Screenshot below)</li></ul>

### 2020 Annual Spend

Year	# of Empl	Budget	Total Cost
1	593	\$25	\$14,825
2	538	\$25	\$13,450
3	379	\$100	\$37,900
4	253	\$100	\$25,300
5	187	\$200	\$37,400
6	108	\$100	\$10,800
7	65	\$100	\$6,500
8	26	\$100	\$2,600
9	8	\$100	\$800
10	11	\$500	\$5,500
11	3	\$200	\$600
12	5	\$200	\$1,000
13	7	\$200	\$1,400
14	4	\$200	\$800
15	4	\$750	\$3,000
16	1	\$350	\$350
17	4	\$350	\$1,400
18	1	\$350	\$350
19	1	\$350	\$350
20	2	\$1,000	\$2,000
21	4	\$500	\$2,000
22	1	\$500	\$500
23	1	\$500	\$500
24	0	\$500	\$0
25	2	\$1,250	\$2,500

*Note: the maximum price point per gift and campaign can be modified by the Customer at any point after this Agreement is signed.*

### Snappy Terms & Conditions

1. **Terms and Conditions:** The Services provided by Snappy App, Inc. (“**Snappy**”) are provided under the Snappy Terms and Conditions located in this document, below. (“**Terms and Conditions**”). By signing this form, the **AppDynamics, LLC** (“**Customer**”) hereby agrees to the Terms and Conditions. As used herein, “**Agreement**” means this form and the Terms and Conditions. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained

in this Agreement are expressly merged into and superseded by this Agreement. All capitalized terms not defined in this order form shall have the meanings set forth in the Agreement.

2. **Gift Delivery:** All Gifts will be sent via email / phone number, customized with the name of the Team Member, the Customer's logo and a personalized greeting selected by the Customer.
3. **Customer Responsibilities:** Customer will provide to Snappy before the start of each campaign (Employee Anniversary Program) a spreadsheet listing the full name and email address of each Team Member.
4. **Snappy Fees & Billing Explained:** Customer will pay the list price of the Gift selected by the employee plus a service fee and any applicable sales tax. Snap-Pro and Snap-Premium subscriptions will be billed upon onboarding. The Service Fee includes the use of Snappy's platform to send Gifts, view reports, the fulfillment of gifts (including all shipping and handling fees), placing orders on behalf of Customer, full customer support for Team Members and customization options for Gift collections. All Setup Fees and Annual Fees are non-refundable. Invoices greater than \$15,000 can only be paid via ACH or check. Each Month the customer will be invoiced for the gifts that were selected and processed in the month prior. Payment is expected sixty days (60) upon receipt of the invoice. For company-wide events like Holiday Campaigns, Snappy requires the customer to pay in advance of sending the gifts out. Any surplus funds can be used for other programs or returned to the customer.
5. **Termination:** Either party may terminate this Agreement at any time with 7 days prior written notice to the other party and no cancelation fee will be charged. If there is a balance in the account it will be refunded to the customer. Once the Agreement is terminated the customer can decide if to leave appropriate funds for the future fulfillment of unclaimed gifts or to expire unclaimed gifts and make them unredeemable.
6. **Customer Marketing:** With Customer's prior written consent, Snappy may display the customer's corporate logo, name, and Snappy animation on the Snappy website and in published social media, including but not limited to LinkedIn, Facebook, Instagram and/or Twitter.
7. **Technical Support:** Snappy will provide the Customer with reasonable technical support services in accordance with Snappy's standard practice. Customer may initiate a technical support ticket by emailing [info@meetsnappy.com](mailto:info@meetsnappy.com)

## Signatures

Each person signing this form hereby represents and warrants that he or she has full authority to execute this Agreement for the party on whose behalf he or she is signing.

Payment and Services start date are contingent on Snappy's successful completion of Cisco's CASPR Review Process.

Customer: **AppDynamics LLC**

**Snappy App, Inc.**

DocuSigned by:  
*George Karamanos*  
EADD34C1EE6B486

*[Signature]* Signature

Signature:

Name : George Karamanos

Name: Gil M. Schpero

Title : General Counsel

Title: Sr. Director of Sales

Date March 2, 2020

Date: 02/25/20

**Snappy App, Inc.**

## **Terms and Conditions**

**These terms and conditions apply to any document or agreement (the “Terms”) made by and between Snappy App, Inc. (“Us” or “Our” or “We” or “Snappy”), a Delaware corporation, and its customer (“Customer” or “You”) as specified on the order form incorporating these terms and conditions by reference. These Terms govern Your use of all the text, data, information, software, graphics, photographs and more (all of which We refer to as “Materials”) that We and Our affiliates may make available to You through any of Our websites (all of Our websites are referred to in these Terms collectively as this “Website”) and Your use of the services provided to You by Snappy (collectively, the “Services”).**

**The purchase order that incorporates these terms and conditions by reference is referred to as the “Order Form.” By signing the Order Form, You agree to these Terms and Conditions.**

## **CHANGES**

**We may alter the Materials and Services We offer You and/or choose to modify, suspend or discontinue this Website at any time upon prior written notice to You.**

## **GENERAL USE**

**In these Terms we are granting You a limited, personal, non-exclusive and non-transferable license to use the Services; Your right to use the Services is conditioned on Your compliance with these Terms. You have no other rights in this Website or the Services and You may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of this Website or Materials in any manner. If You make copies of any of this Website while using the Services then We ask that You be sure to keep on the copies all of Our copyright and other proprietary notices as they appear on this Website. If You breach any of these Terms the above license will terminate automatically and You must immediately destroy any downloaded or printed Materials (and any copies thereof).**

## **PASSWORD RESTRICTED AREAS OF THIS WEBSITE**

To create an account with Us (Your “Account”), You must register through the Website. Once You submit the required registration information, We alone will determine whether or not to approve Your proposed account. If approved, You will be sent an e-mail detailing how to complete Your registration. For so long as You use the account, You agree to provide true, accurate, current, and complete information which can be accomplished by logging into Your Account and making relevant changes directly or contacting Us using the below contact information and We can make the changes for You. If You forget Your password, We will send You a password update to Your provided email address. You are responsible for complying with these Terms when You access this Website, whether directly or through any account that You may setup through or on this Website. Because it is Your Account, it is Your job to obtain and maintain all equipment and services needed for access to and use of This Website as well as paying related charges. It is also Your responsibility to maintain the confidentiality of Your password(s), including any password of a third-party site that We may allow You to use to access this Website. Should You believe Your password or security for This Website has been breached in any way, You must immediately notify Us.

## **PAYMENTS**

This Website allows You to purchase gifts (“Gifts”) for Team Members by entering into an Order Form with Snappy. As set forth in the Order Form, You may select a dollar amount budget range (the “Individual Gift Budget”) from which the Team Members can select a Gift. You may be able to recommend a Gift to the Team Member, but if You allow them to select their Gift, they may not select the Gift that You recommend. The Gift the Team Member selects may be more expensive than the Gift that You recommended, however it will not exceed the Individual Gift Budget. You agree to pay all applicable fees for all Gifts purchased through Your Account as set forth in the Order Form and in Your Account. Each Month You will be invoiced for the gifts that were selected and processed in the month prior. For company-wide events like Holiday Campaigns, Snappy requires You to pay in advance of sending gifts. If an advance payment is made, we will charge Your Account on the first day of each month with the gifts that were selected and processed in the month prior. We do not charge Your Account for Unclaimed Gifts. Additionally, if a Team Member wants to return or exchange their Gift, We will process this for them according to Our terms. We may suspend or terminate the delivery of Gifts if Your payment is late and/or Your offered payment method cannot be processed. By providing a payment method, You expressly authorize Us to charge the applicable fees (ie. the list price of the

Gift, the Service Fee and any applicable sales tax) on said payment method. We understand that You might cancel Your Account, but please know that We may not provide any refund(s) for claimed Gifts and You will be responsible for paying any balance due on the Account. Upon cancellation by You, We will cancel all unclaimed Gifts. If Your Account has a positive balance due to unclaimed Gift, We will refund You this Account balance.

## **ORDER PROCESS**

All Gifts are subject to the terms of the applicable retailer terms for such Gift. All images of Gifts are for illustrative purposes only and Gifts may vary from the pictures. Although we try to display the colors and details of the Gifts correctly, We cannot guarantee that a device will display the colors and details of the Gifts accurately. Gifts may vary from the images of such Gift.

## **GIFT DELIVERY**

All Gifts will be delivered in accordance with the applicable retailer terms for such Gift and the delivery will be handled by Snappy. We do not control the delivery time for any Gift. We are not liable for any delivery or shipping delays. Team Members should contact Snappy's Customer Support team at [info@meetsnappy.com](mailto:info@meetsnappy.com) if any issues with the Gift and/or delivery of the Gift occur.

## **TERM AND TERMINATION**

In the event of a material breach of this Agreement, the nondefaulting party shall have the right to terminate this Agreement provided it has notified the defaulting party in writing in a timely manner of the breach and the defaulting party has failed to cure the breach within ten (10) days following receipt of notification. The right of termination hereunder shall be without prejudice to any and all other remedies the parties may have at law or in equity.

## **USE OF YOUR DATA**

Any data or information provided by You or any Team Member will only be used by Us for perform the Services unless a Team Member gives Us consent to use his or her personal information for other purposes which are clearly expressed.

## **COMPLIANCE WITH LAWS**

**We agree to comply with all applicable laws and regulations in operating the Website and providing the Services to You.**

## **PROPRIETARY RIGHTS**

**"Snappy" is a trademark that belongs to Us. Other trademarks, names and logos on this Website are the property of their respective owners. Unless otherwise specified in these Terms, all Materials, including the arrangement of them on this Website are Our sole property. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license. You grant Us a limited, revocable, worldwide, non-exclusive license to use Your trademarks and logo for the sole purpose of providing the Services hereunder during the term of the Agreement.**

## **DISCLAIMER OF WARRANTIES**

**THIS WEBSITE IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS WEBSITE IS WITH YOU. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THIS WEBSITE, WHICH INCLUDES BUT IS NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. THIS MEANS THAT WE DO NOT PROMISE YOU THAT THE WEBSITE IS FREE OF PROBLEMS.**

**Without limiting the generality of the foregoing, We make no warranty that this Website will meet Your requirements or that this Website will be uninterrupted, timely, secure, or error free or that defects in this Website will be corrected.**

## **LIMITATION OF LIABILITY**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF IT IS KNOWN THERE IS A POSSIBILITY OF SUCH DAMAGE. EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO OUR AGREEMENT**



**SHALL NOT EXCEED THE TOTAL OF THE SERVICE FEES PAID BY CUSTOMER. SUCH LIMITATION OF LIABILITY WILL NOT APPLY WITH RESPECT TO OUR INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT. INDEMNIFICATION**

**- We shall indemnify, defend and hold harmless Customer, its parent, subsidiaries and affiliates, and each of their directors, officers, employees and agents, from and against any and all losses arising out of or resulting from any third party claims: (i) alleging that the Services, or any material component thereof, infringes or is alleged to infringe any patent, trademark, service mark, copyright, trade secret, or other intellectual property right of a third party. We shall have the right to control the defense and settlement of any claim, except that You shall have the right, at your sole expense, to participate in the defense. Upon Our request, You shall reasonably cooperate in such defense and We shall reimburse You for Your reasonable out-of-pocket expenses in providing such cooperation. You shall provide Us with prompt notification of any claim, except that any delay by You in giving notice shall not relieve Us of our indemnity obligations, except to the extent our defense or settlement of the claim or suit was materially prejudiced thereby. We shall not, without first obtaining Your prior written consent, which consent shall not be unreasonably withheld or delayed, settle any claim.**

## **FEEDBACK**

**Any submissions by You to Us (e.g., comments, questions, suggestions, materials – collectively, “Feedback”) through any communication whatsoever (e.g., call, fax, email) will be treated as both non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and We are free to use, without any attribution or compensation to You, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree that We are not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and You have no right to compel such use, display, reproduction, or distribution.**

## **GENERAL**

**Any written notice under this Agreement shall be effective when delivered by hand or by prepaid certified mail, return receipt requested, to the signatories**

below at the parties' respective business addresses. This Agreement sets forth the entire agreement of the parties, supersedes all prior agreements between the parties with respect to the subject matter hereof, and may not be altered except in a document signed by the party against whom enforcement is sought. This Agreement may not be assigned by either party, except to a subsidiary or affiliate controlled thereby or under common control therewith, or pursuant to a merger, sale or other transfer of all or substantially all of the assets of the business to which this agreement relates, without the prior written consent of the other party, and any assignment without the required consent shall be null and void. No waiver by either party of any provision of this agreement shall constitute a waiver by such party of any other provision of this agreement. This Agreement will be governed by the laws of the State of New York; any action based on or alleging a breach of this agreement must be brought in the state or federal courts in New York, NY and the parties hereby consent to the exclusive jurisdiction of such courts. This Agreement may be executed in counterparts and facsimile signatures shall be deemed "originals" for all purposes. Nothing contained herein shall in any way be construed to create an agency relationship, joint venture or partnership between the parties hereto. Neither party shall be responsible for any obligations of the other, except as specifically provided herein, and neither party shall have the power to bind or obligate the other in any manner whatsoever except as expressly set forth herein. In the event of a conflict between these Terms and Conditions and the Order Form, the terms of the Order Form will govern.

**Pricing Explained:**

	SNAP-PLUS	SNAP-PRO	SNAP-PREMIUM
<b>Design</b>			
Company name & logo on emails and web gift experience	✓	✓	✓
Customized gift greeting and email	✓	✓	✓
Customized company animation		✓	✓
Customization of gift experience flow (Branded scratch off screen)		✓	✓
<b>Gifts</b>			
10,000 + Products, subscription boxes and services	✓	✓	✓
Gift concierge for employees		✓	✓
Customizable charity donations			✓
Customizable gift collections			✓
Local Experiences and group experiences			✓
<b>Customer Support</b>			
World class customer support - 100% satisfaction guaranteed for all products	✓	✓	✓
Free returns up to 30 days - for any reason!	✓	✓	✓
Live chat & dedicated account manager		✓	✓
<b>Shipping</b>			
Free shipping to US & Canada	✓	✓	✓
Free shipping to UK, India		✓	✓
Global shipping sourced from local vendors			✓
<b>Additional Features</b>			
Automated birthday and anniversary campaigns & financial Projections	✓	✓	✓
Dashboard access, transparent reports	✓	✓	✓
Detailed invoices in excel format	✓	✓	✓
Invoices by account / campaigns	✓	✓	✓
More than 5 admin users		✓	✓
More than 1 account		✓	✓

## SNAPPY EXPERIENCE PLANS

Our Snap-Plus program offers a pay as you go model with NO monthly or annual fees for using the Snappy platform and only an order processing fee after a gift is selected. The Snap-Pro & Premium programs offer additional customization for companies that are looking to add branding, global shipping and have more flexibility with their gift options.

<h3>SNAP-PLUS</h3> <p><b>Free</b> <b>No Monthly, No Annual</b></p> <p>15% processing fee per gift Budget range for gifts: \$25-\$500 Free shipping to: US &amp; Canada No global shipping</p> <p><b>Highlights:</b> <b>10,000+ products and services</b> Automated birthday, Anniversaries, holiday campaigns! Choice of products, subscriptions and services and a world class customer support team for employees.</p>	<h3>SNAP-PRO</h3> <p><b>\$1,999/year</b> <b>Annual Plan</b></p> <p>15% processing fee per gift Budget range for gifts: \$25-\$10,000 Free shipping to: US, Canada, UK and India</p> <p><b>Highlights:</b> <b>Everything on Snap-Plus +</b> Fully customizable design, multiple users and account access for managers, dedicated CSM, live chats, gift concierge access and more!</p>	<h3>SNAP-PREMIUM</h3> <p><b>\$3,999/year</b> <b>Annual Plan</b></p> <p>15% processing fee per gift Budget range for gifts: \$25-\$10,000 Free shipping to: US, Canada, UK, Germany, and India (note: other custom global shipping plans available*)</p> <p><b>Highlights:</b> <b>Everything on Snap-Pro +</b> Local experiences, group gifts, charity donations, customized gift collections, and more!</p> <p><a href="#">Snap Premium Example (link within)</a></p> <p><small>*Please connect with our global services team for details about shipping outside of the above locations.</small></p>
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