



Oracle America, Inc.
 500 Oracle Parkway
 Redwood Shores, California 94065
 800 762 5524
 www.netsuite.com

Date
 Estimate #

8/25/2020
 757797

Customer Name & Address

AppDynamics LLC
 303 Second St
 North Tower, 8th Floor
 San Francisco CA 94107
 United States

Item	Qty	Description	Term Mos.	Amount
NetSuite SuiteBilling	1	Key features include: recurring subscription / fixed usage / variable usage billing models; volume / tiered / flat pricing models; negotiated and customer specific pricing; multi-currency support; Product Catalog Pricing on Sales Orders; One Time / Fixed Recurring / Fixed Usage Variable Usage Rating Models; Min & Max pricing per tier level (volume pricing only); Fully automated billing runs; Pro Rating with Effective Dating; ARM integration – multi-element arrangement; renewal configuration.	3	\$14,997.00
NetSuite Premium Support	1	Users of NetSuite Premium Support are authorized to access the services: Users of NetSuite Premium Support are authorized to access the services: 24x7 access for critical support; Extended hours for non-critical issues (S3's); improved Response Time Goals; functional questions logged via SuiteAnswers, and additional Authorized Contacts are provided (4). Current URL Terms for support are located at www.netsuite.com/supportterms	3	\$1,499.70
Subtotal				\$16,496.70
One Time Discount		This one time discount shall not apply to any future purchases or Estimate/Order Forms.		(\$8,248.35)
Subtotal				\$8,248.35
Consulting Time	1	The price for Consulting Services will be fixed as per the agreed upon Statement of Work.	6	\$20,600.00
Subtotal				\$20,600.00
Discount		Discount		(\$4,100.00)
Subtotal				\$16,500.00

Subtotal \$24,748.35

Total \$24,748.35

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A. Terms of Your Order

1. Agreement

Except as set forth above, the terms and conditions of the applicable agreement between you and Oracle (including any updated URL Terms or other applicable web based terms in effect as of the date of this document) shall apply to the products and/or services set forth on this document. This document is non-cancellable and all fees are non-refundable, unless otherwise explicitly stated in this document or in the Agreement. For clarity, the Service Start Date shall be the date this document is signed by you, unless a different date is specified as the Service Start Date.

The Oracle Data Processing Agreement covering the NetSuite services, which may be found at <https://www.oracle.com/corporate/contracts/cloud-services/> ("Data Processing Agreement"), is incorporated herein by this reference and describes how Oracle will process Personal Data (as defined therein) that Customer provides to Oracle as part of Oracle's provision of the NetSuite services to Customer under this Estimate/Order Form ("order"), unless otherwise stated in the Data Processing Agreement or this order. Customer's signature on this order constitutes Customer's agreement to the Data Processing Agreement, unless stated otherwise in the Subscription Services Agreement or License Agreement that governs this order. This Data Processing Agreement only applies to NetSuite services included in this order and does not apply to the following services that may be included in this order: Mobile Push Notifications (a feature of the NetSuite for iPhone Mobile Application), any NetSuite POS Cloud Services, OrderMotion, TribeHR, Light CMS, or any other services identified by Oracle as being excluded from the applicability of this Data Processing Agreement. The Data Processing Agreement also does not apply to any (1) demonstration accounts, trials, beta releases, release preview or other similar versions of the services or (2) any features, services or products which are provided pursuant to a separate agreement or by a party other than Oracle (as defined in the Data Processing Agreement) (e.g. where Oracle is merely a billing/collection agent) including but not limited to Celigo and Pacejet.). For purposes of this order, the definition of "Services Agreement" in Section 11 is deleted and replaced in its entirety with the following definition: "Services Agreement" means (i) the applicable order for the Services you have purchased from Oracle; (ii) the applicable master agreement referenced in the applicable order; (iii) the Privacy Policy found at <https://www.oracle.com/legal/privacy/> (or other location as may be updated by Oracle), and (iv) the Data Security Addendum found at www.netsuite.com/tos.

2. Start Date

3. Subscription Services Payment Terms

Net 30 - Full Payment

4. Subscription Services Payment Frequency

In Advance

5. Professional Services Payment Terms

Net 30

6. Currency

USD

7. Offer Valid Through

10/30/2020



Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, California 94065
800 762 5524
www.netsuite.com

Date
Estimate #

8/25/2020
757797

I AGREE TO THE FEES AND TERMS OF THIS ESTIMATE:

George Karamanos

DocuSigned by:

George Karamanos October 8, 2020

Print Name

Signature

EADD3AC1FF6B486...

Date

Upon your execution, this document is a binding order for the products and services set forth herein.

Oracle relies on the accuracy of the billing information listed above, and is unable to issue a Credit Memo or resubmit an invoice due to incorrect billing information listed. Please ensure your company name, addresses and contacts included on this document are correct.

Oracle does not accept credit card payments for invoices of more than \$99,999.



Fixed Price Statement of Work

Customer Name: AppDynamics LLC ("Customer" or "You")

Customer Address: 303 Second St North Tower, 8th Floor San Francisco CA 94107 United States

1. Agreement

This Statement of Work ("SOW") describes the professional services (the "Professional Services") to be performed by Oracle America, Inc. ("Oracle") for Customer (collectively "Parties") pursuant to the applicable agreement governing Oracle's performance of Professional Services (the "PS Terms") listed below (in order of preference, as applicable):

- (i) the Professional Services Addendum to the Subscription Services Agreement entered by and between the Parties,
- (ii) the separate Professional Services Agreement entered by and between the Parties; or
- (iii) if neither (i) nor (ii) are applicable, the Professional Services Agreement found at www.netsuite.com/termservice.

Once executed by the Parties, this SOW shall be incorporated by reference into the PS Terms. In the event of any inconsistency or conflict between the terms and conditions of this SOW and the PS Terms, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Capitalized terms used in this SOW shall have the meaning defined under the PS Terms. This SOW may not be modified or amended except in a writing signed by a duly authorized representative of each party. As used in this SOW, "You" or "Your" shall refer to the Customer as defined in the Agreement.

2. Description of Services

Oracle will perform the following Professional Services to assist You with Your SuiteBilling Proof of Concept ("POC") project in Your single Oracle|NetSuite instance (the "NetSuite instance"):

- A. Project Management:
 - 1. Conduct one (1) kick-off webinar session, which is up to one (1) hour in duration, to review:
 - a. Establish an agenda, determine the project participants and set expectations for the POC project
 - 2. Provide status reports at a mutually agreed interval, but not more than once a week.
- B. Advisory
 - 1. Provide up to eighty (80) hours of functional and technical assistance related to SuiteBilling, which may include the following:
 - a. Configuration assistance;
 - b. Recommend best practices;
 - c. Integration advisory;
 - d. Third Party coordination;
 - e. Data validation and testing.

3. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively,

“cooperation”) are essential to the performance of any Professional Services as set forth above. Oracle will not be responsible for any deficiency in performing Professional Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle’s ability to perform the Professional Services depends upon Your fulfillment of the following obligations and the following project assumptions:

3.1. Your Obligations

- 1) Obtain a subscription to the Service under separate contract prior to the commencement of Professional Services under this SOW and maintain such subscription for the duration of the Professional Services provided under this SOW.
- 2) Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Professional Services.
- 3) Provide, for all Oracle resources performing Professional Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Professional Services in the workspace, and ergonomically correct work stations, etc.).
- 4) Provide any notices, and obtain any consents, required for Oracle to perform Professional Services.
- 5) Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Professional Services.
- 6) As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
- 7) Be responsible for ensuring that common, consistent functional processes exist across the organization; including parent and all subsidiary companies (e.g. there will be one common Order to Cash process across the entire organization).
- 8) Be responsible for performing a production refresh of the sandbox at the start of the project.
- 9) Don’t film or record Oracle’s delivery of Professional Services, Oracle resources, or any Oracle materials.
- 10) If while performing Professional Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 11) Provide written communication of Your need to pause Professional Services to complete assigned tasks must be received five (5) business days in advance of any such pause, and the pause will be limited to no more than ten (10) business days
- 12) Be responsible for procuring any third-party fees and/or services.
- 13) Provide Oracle with access to Your sandbox account.
- 14) Be responsible for configuring Your subscription billing use cases for the POC project.
- 15) Be responsible for creating all custom records and forms in Your NetSuite instance.
- 16) Be responsible for all integrations with third party systems.

You acknowledge that if Oracle’s cost of providing Professional Services is increased because of Your failure to meet the obligations listed in this SOW, failure to provide cooperation, or because of any other circumstance outside of Oracle’s control, then You agree to pay Oracle for such increased costs.

3.2. Project Assumptions

- 1) All Professional Services are performed remotely unless otherwise jointly agreed to. Owing to the uncertainties of the evolving Covid-19 situation, the provision of an on-site Professional Services under this SOW is subject to the delivery resources being permitted and able to perform such Professional Services taking into consideration applicable laws and regulations, including those pertaining to health, safety and mobility (whether in the country of service provision and/or the country of location of the delivery resources). If the provision of any on-site Professional Services is negatively impacted due to circumstances related to or arising from the Covid-19 situation, Oracle and You agree to cooperate in good faith to review such impact and, if necessary, amend any resource plans, work plans, service specifications, time schedules, customer obligations and the like in accordance with the Change Control Process of this SOW. For the avoidance of doubt, this section is without prejudice to the Parties’ rights and obligations under the force majeure clause of the PS Terms.
- 2) All communications are in English.

- 3) Oracle consulting resources are not dedicated to any single project and are engaged across many projects for various customers.
- 4) Any Professional Services not expressly included in the above Description of Services are considered out of scope.
- 5) Any and all hours outside normal business hours and/or in excess of ten (10) hours per day per Oracle consulting resource or fifty (50) hours per week per Oracle consulting resource require the prior written consent of Oracle.
- 6) Project timeline estimates are based on availability of Your resources and key decision makers. Lack of access or change to project stakeholders will impact project timelines and costs if decisions cannot be made in timely fashion.
- 7) Documentation of requirements and design is not in scope.

4. Pricing & Payment Terms

Fixed Fees: The pricing set forth in this SOW represents the fixed fees for the Professional Services set forth in this SOW. Additional discounts (if any) for these Professional Services will be reflected in Your Estimate/Order Form that references this SOW and/or these Professional Services. In the event of a conflict between the pricing set forth in this SOW and the pricing set forth in Your Estimate/Order Form governing this SOW and/or these Professional Services, then the pricing set forth in Your Estimate/Order Form shall govern and control. Any expenses (as described below) are not included in the fixed fees and are an additional cost to You. The payment obligation is non-cancelable and sum paid nonrefundable except as otherwise expressly provided in Your Estimate/Order Form.

You acknowledge that the fixed price is based solely on the information provided to Oracle and the assumptions documented in this SOW. Any requirement(s) not included herein or items not contemplated will be considered outside of the fixed price scope and will be handled through the Change Control Process defined below, and may result in additional cost. The total fees for this SOW are as follows:

Professional Services Fees	
Professional Services	\$20,600.00 USD
Total Professional Services Fees (excluding expenses described below)	\$20,600.00 USD

- a) **Payment Terms.** Unless otherwise noted in Your Estimate/Order Form, fees are due Net 30 from invoice date.
- b) **Expenses:** Reasonable travel and living expenses required in connection with delivering the Professional Services will be incurred in accordance with Oracle's internal travel and expense policy and billed monthly as incurred to You as actual charges in addition to the Professional Services fees.

5. Project Management

You and Oracle each agree to designate a project manager who shall be responsible for coordinating its activities under this SOW. You and Oracle each shall direct all inquiries concerning the Professional Services to the other party's project manager. Your project manager shall have the authority to approve Professional Services on Your behalf. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

6. Additional Terms

6.1 Unused Services.

The Professional Services herein must be completed within **six (6) months** from the signature date of the Estimate/Order Form ("Professional Services Period"). Any portion of the Professional Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Professional Services, for any unused portion of the fees paid for any unused portion of the Professional Services. You may not apply any portion of unused Professional Services or fees paid, for any

Professional Services other than the Professional Services stated in this SOW. In order for Oracle to provide Professional Services to You after the Professional Services Period, You and Oracle shall mutually agree, in writing, under a separate Estimate/Order Form and SOW, to the terms and fees for such Professional Services.

6.2 Change Control Process

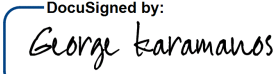
Any request for any change in Professional Services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of Your order. Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until You and Oracle agree in writing to the proposed change to this SOW.

7. Signatures

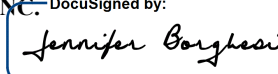
The Parties acknowledge that they have had previous discussions related to the performance by Oracle of professional services for You and the possible strategies which may be used by Oracle to implement the functionality described in Oracle's User Guides and in other related documentation (available at www.netsuite.com) as well as possible "workarounds," which may be implemented to achieve special requirements identified by You. This SOW and the Estimate/Order Form (including any Exhibits hereto) (and the PS Terms) shall constitute the entire understanding between You and Oracle and is intended as the final expression of the Parties' agreement regarding the Professional Services to be provided by Oracle. The Parties expressly disclaim any reliance on any and all prior agreements, understandings, RFPs, verbal and/or written communications related to the Professional Services to be provided by Oracle. Any amendment or modification to this SOW shall not be valid, enforceable, or binding on the Parties unless such amendment or modification (i) is a written instrument duly executed by the authorized representatives of both Parties and (ii) references this SOW and identifies the specific Sections contained herein which are to be amended or modified. This SOW may be executed in counterparts and/or by facsimile or electronic signature and if so executed shall be equally binding as an original copy of this SOW executed in ink by both Parties.

This SOW is valid through **November 30, 2020** and shall become binding upon execution by You and acceptance by Oracle.

CUSTOMER

DocuSigned by:

 Authorized Signature: _____
 EADD3AC1FF6B486...
 Print Full Name: George Karamanos
 Job Title: General Counsel
 Signature Date: October 8, 2020

ORACLE AMERICA, INC.

DocuSigned by:

 Authorized Signature: _____
 CC42ACE05FE5427...
 Print Full Name: Jennifer Borghesi
 Job Title: Sr. Manager, Business Operations
 Signature Date: October 9, 2020 | 08:42 PDT

This SOW may be signed electronically, in which case signatures may appear above or on the last page.

Certificate Of Completion

Envelope Id: 0CD3B43BD4584C969881B4EA282CA326	Status: Completed
Subject: Please DocuSign: APPD_SUITEBILLING_POC_FINAL_E757797_SIGNED.pdf, SOW_AppDynamics_SuiteBillingPO...	
Source Envelope:	
Document Pages: 7	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	BURTON, SOPHIE
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Oracle America Inc Attn: A/P
	1001 Sunset Blvd
	Rocklin, CA 95765
	sburton@netsuite.com
	IP Address: 90.206.234.129

Record Tracking

Status: Original	Holder: BURTON, SOPHIE	Location: DocuSign
Oct 8, 2020 16:37	sburton@netsuite.com	

Signer Events

Jennifer Borghesi
jborghesi@netsuite.com
Sr. Manager, Business Operations
Oracle America, Inc
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

CC42ACE85FE5427...
Signature Adoption: Pre-selected Style
Using IP Address: 148.87.23.7

Timestamp

Sent: Oct 8, 2020 | 16:39
Viewed: Oct 9, 2020 | 08:41
Signed: Oct 9, 2020 | 08:42

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	Oct 8, 2020 16:39
Certified Delivered	Security Checked	Oct 9, 2020 08:41
Signing Complete	Security Checked	Oct 9, 2020 08:42
Completed	Security Checked	Oct 9, 2020 08:42

Payment Events

Status

Timestamps