

AppDynamics: USA Online Swag Store

Statement of Work

1 DOCUMENT INFORMATION

1.1. DOCUMENT HISTORY

Version	Date	Author	Change Description
V1.0	09/14/20	Kelleigh Moyer, PMP	Original document

1.2. DOCUMENT SCRIBE

Document Scribe	Project Role / Organization
Kelleigh Moyer, PMP	Project Manager & Business Analyst / Robertson
	Marketing

1.3. DOCUMENT APPROVERS

Name	Project Role / Organization
John Robertson, VP of Strategy	Robertson Project Owner
JT Taylor	AppDynamics Stakeholder
Judi Le	AppDynamics Stakeholder

1.4. DOCUMENT LOCATION

Document Name	Location
AppDynamics.USA.SOW.091420.docx	Robertson MS Teams

2. GLOSSARY

Term	Definition/Explanation
В2В	This acronym stands for Business to Business types of sales. Unless stated specifically otherwise in this document, B2B means internal purchases of Client.
B2E	This acronym stands for Business to Employee types of sales.
Client	Client refers to company who has engaged Robertson Marketing to provide services. In this document, Client and AppDynamics are used interchangeably. For clarification, AppDynamics refers to AppDynamics LLC.
CyberSource	CyberSource is an online payment gateway that is integrated with the Robertson Global Brand Management Platform.
Codes	Means a billing code, cost center code, budget code or alternative payment method which is traced back to a particular

Term	Definition/Explanation
	department or departments within Client that will be
	responsible for paying the invoice for the order.
Customer	Customer means the person buying Products from online store.
EStore	Means the online store on the Robertson Global Brand Management Platform provided as a SaaS or such other tool specified by Robertson Marketing in this document.
Payment Gateway	"A payment processor is a company (often a third party) appointed by a merchant to handle transactions from various channels such as credit cards and debit cards for merchant acquiring banks. They are usually broken down into two types: front-end and back-end." (Wikipedia).
Print-On-Demand	Means a service provided by Robertson Marketing that processes orders via an on-line tool or the Robertson Global Brand Management Platform for certain Products that are made available for suppliers for configuration, logo application, and fulfillment without requiring the stocking of inventory.
PCI	Means Payment Card Industry Data Security Standard (PCI DSS). It is a series of standards that help to ensure credit card transactions online are secure.
Proposition 65	Also known as Prop 65 is a California law that "regulates substances officially listed by California as having a 1 in 100,000 chance of causing cancer over a 70 year period or birth defects or other reproductive harmProp 65 prohibits businesses from knowingly exposing individuals to listed substances without providing a clear and reasonable warning." (Wikipedia).
Responsive Design	Means responsive web design (RWD), an approach to web design aimed at crafting sites to provide an optimal viewing and interaction experience—easy reading and navigation with a minimum of resizing, panning, and scrolling—across a wide range of devices (from desktop computer monitors to mobile phones). (Wikipedia).
Robertson Global Brand	Means the version of the ecommerce platform deployed at the
Management Platform	time of implementation by Robertson Marketing.
Single Sign-On (SSO)	Means the authentication process that will enable designated AppDynamics employees to use their applicable work identifier to log into the EStore to purchase Products for B2B.
Software-as-a-Service (SaaS)	SaaS "is a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted" (Wikipedia).
UAT	Means User Acceptance Testing. This is testing by the client. UAT scripts will be developed by Robertson Marketing that walk Client through the site to test the various features and functionalities simulating the Customer's shopping experience.

Term	Definition/Explanation
Warehouse and Fulfillment	Means warehouse, fulfillment, and logistics services provided by
	Robertson Marketing in connection with inventory, including
	receiving and managing inventory.

3. OVERVIEW

3.1. BUSINESS NEED

AppDynamics has reached out to Robertson Marketing to help develop and manage their brand merchandise program for B2B and B2E.

Robertson Marketing currently operates a Print-On-Demand solution for AppDynamics in the USA. This solution utilizes an EStore. This solution will be referred to as Phase 1.

AppDynamics has requested that in the future Robertson Marketing add Warehouse and Fulfillment to the program in connection with Products in inventory that will become available for sale via the EStore. This solution will be referred to as Phase 2. The scope and pricing of Phase 2 has not yet been agreed by between Robertson Marketing and AppDynamics, and accordingly Phase 2 will be implemented after such scope and pricing has been agreed.

This SOW documents the technical specifications and operational details of Robertson Marketing's solution in connection with the EStore and associated Print-on-Demand and eventual Warehouse and Fulfillment services in the USA.

3.2.SOLUTION

Robertson Marketing's solution combines the EStore, product management workflows, custom user access, and payment options for either B2B or B2E purchases. Accordingly, Robertson Marketing will:

- Configure and deploy as a service during the term of the SOW an EStore.
- Set-up the EStore to allow designated employees of AppDymamics to order AppDynamics branded Products for B2B and charge it to a Code. This will also allow designated AppDynamics employees to purchase AppDymamics branded Products for B2E using their personal credit card.
- Develop, establish, and periodically update a catalog on the EStore for Products.
- Place orders for Print-On-Demand Products from the applicable suppliers and follow-up on fulfillment of the orders. Such products may be shipped directly by the suppliers to the Customers.
- After mutual agreement and implementation, provide Warehouse and Fulfillment services in connection with Products available as inventory.
- Provide routine customer service by e-mail and telephone in connection with orders of Products.

4. SCOPE

4.1.In Scope

The following are in scope for Phase 1 of the project:

- Robertson Marketing will continue to operate and manage the EStore as provided immediately prior to the effective date of this SOW.
- The EStore will use the features and functionalities native to the Robertson Global Brand Management Platform. These features and functionalities are outlined in Exhibit 1.
- For B2B, the EStore will continue to utilize SSO as established immediately prior to the effective date of this SOW.
- For B2E, the EStore will accept credit cards provided by Customers that are accepted by the Payment Gateway and Robertson Marketing in the ordinary course of business. The EStore will not accept credit cards for B2B.
- Products will only be shipped within the USA; shipping charges will be included in the Products
 price.

After mutual agreement of Phase 2, following are in scope for Phase 2:

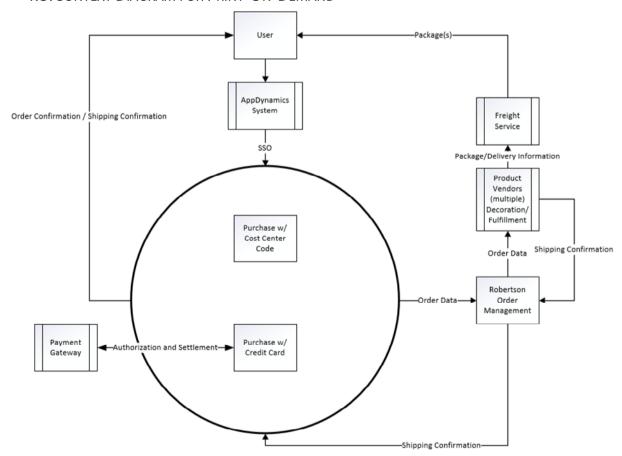
- Robertson Marketing will provide Warehouse and Fulfillment for Products purchased by AppDynamics from Robertson Marketing.
- Robertson Marketing will make available its standard shipping services. AppDynamics may use
 its own shipping UPS and FedEx accounts and such other shipping accounts proposed by
 AppDynamics and approved by Robertson Marketing.
- Products will be shipped within the USA at tiered shipping rates established by Robertson
 Marketing; these rates will be posted on the EStore and will be charged to Customers, including
 Client.
- Products will be shipped within the USA and to such other destinations mutually-agreed between AppDynamics and Robertson Marketing.

4.2. Assumption & Constraints

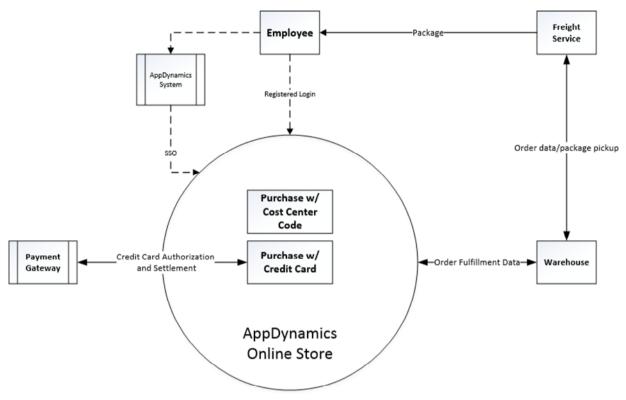
Number	Assumption
1	The EStore will use the core functionalities and identified modules native to the Robertson
	Global Brand Management Platform.
2	AppDynamics will make available and permit Robertson Marketing to use graphics libraries
	and other materials for the EStore and the Products.
3	After mutual agreement and implementation of Phase 2, Robertson Marketing will
	warehouse Products at its Salem, Virginia facility or such other facility proposed by
	Robertson Marketing and approved by Dynamics.
4	If AppDynamics uses it own UPS, FedEx, or other approved accounts, AppDynamics will
	manage and pay those accounts and provide reasonable assistance to Robertson
	Marketing in connection with its use of those accounts.
Number	Constraints

1	The AppDynamics EStore will be constrained by the core feature sets and identified
	modules used by the Robertson Global Brand Management Platform. Features and
	functionalities not native to the platform and that may require additional software
	programming or configuration are currently out of scope for this project.
2	If SSO is used for the project, the launch of the store will be constrained by the
	AppDynamics/Cisco SSO team providing Robertson Marketing with the required links,
	permissions, and other reasonable support.
3	In order to use credit cards as a payment method, a merchant account must be obtained.
	The issuing banks typically require that the URL and SSL certificate be in place prior to
	confirming the merchant account. It may take 3 weeks or longer to obtain a merchant
	account once the EStore is setup.
4	Products, Minimum Order Quantities (MOQs), and shipping destinations for Print-On-
	Demand are subject to availability by the applicable suppliers.
5	Products with particular brands (e.g., Patagonia) for Warehouse and Fulfillment are subject
	to availability and MOQs by the applicable suppliers.
6	The geographic scope of this project is the USA.
7	The Customer's telephone number needs to be captured for international shipping.

4.3. CONTEXT DIAGRAM FOR PRINT-ON-DEMAND



4.4. CONTEXT DIAGRAM FOR WAREHOUSE AND FULFILLMENT



5 REQUIREMENTS

5.1 TECHNICAL REQUIREMENTS

ID#	Business Requirements Description
BR.01	Provision and configure one instance of the Robertson Global Brand Management
	Platform as an EStore for the AppDynamics Brand Merchandise Program on a Software-
	as-a-Service basis.
BR.02	Configure one EStore for AppDynamics employees to purchase Products for B2Bwith a
	Code.
BR.03	Configure one EStore for AppDynamics employees to purchase Products for B2E using a
	credit card.
BR.04	Provide the infrastructure and services to provision, configure, operate, and maintain
	the EStore as a SaaS during the term of this SOW.
BR.05	Provision the EStore so that only designated AppDynamics
	Employees can access it either through registration, SSO, or IP restrictions.
BR.06	Source, invoice, inventory, and manage approved Products for Warehouse and
	Fulfillment.

5.2 OPERATIONAL REQUIREMENTS

ID#	Category	Operational Requirement Description
OR1.01	Resources	Robertson Marketing will assign staff to the project
		team as well as assign staff to manage the EStore
		once it goes live.
OR1.02	Access	The EStore login will be via SSO. AppDynamics will
		need to engage their IT SSO team to provide the
		necessary configurations and credentials. If
		registration is used, business rules will need to be
		agreed between AppDymamics and Robertson
		Marketing and the EStore will be configured
		accordingly.
OR1.02	Customer Service	Robertson Marketing's Customer Service team will
		be available by phone Monday – Friday from 8:00 am
		EST to 5:00 pm EST during Business Days.
OR1.03	Customer Service	Robertson Marketing's Customer Service team will
		be available to assist customers via email Monday –
		Friday from 8:00 am EST to 5:00 pm EST during
		Business Days.
OR1.04	URL and SSL	Robertson Marketing will either purchase a URL and
		SSL certificate for the store or AppDynamics will
		provide them; AppDynamics will reimburse
		Robertson Marketing for the URL and SSL certificate
		costs plus associated labor expenses if AppDynamics
		requests that they be transferred to AppDynamics.
OR1.05	Shipping & Handling	Domestic (i.e. USA) orders will be shipped via UPS.
		International orders will be shipped by FedEx. Client
		acknowledges that UPS and FedEx may use other
		carriers (e.g., USPS) for "last mile" deliveries.
		Robertson Marketing may use different carriers as
		long as anticipated transit times are not materially
		affected.
OR1.06	Shipping & Handling	Orders of in-stock Products will typically ship within 2
		Business Days after the Business Day on which the
		order is received. Same day shipping for expedited
		orders (e.g., Next Day, Second Day Air) orders cannot
		be guaranteed for orders placed after 2:00 -pm EST
		or on days that are not Business Days.
OR1.07	Shipping & Handling	Payment authorization must be completed prior to
		processing an order; orders may be delayed or
		canceled if payment authorization is not received or
		if Robertson Marketing has a reasonable concern
		about the payment processing results, including any
		discrepancies noted by Cybersource.
OR1.08	Shipping & Handling	Orders will ship via UPS using Robertson Marketing's
		UPS account number. International orders we will

ID#	Category	Operational Requirement Description
		ship via FedEx using Robertson Marketing's account number.
OR1.09	Returns of Purchased Items	Due to the custom nature of on demand products, returns cannot be accepted except in the case of damage or misprinted merchandise.
OR1.010	Sales Taxes	Sales taxes will be collected for orders that Robertson Marketing determines are within its nexus.
OR1.11	International Duties & Taxes	Duties, taxes, and related fees (e.g., customs processing fees) will be the responsibility of the Customers, including Client. Robertson Marketing will ship international orders Delivered Duty Paid (DDP) upon Client's request, which means that the carrier will estimate and charge shipping, duties, taxes and other fees (e.g., customs processing fees) in advance; all charges for DDP will be the responsibility of the Customer.
OR1.12	Currency	All prices displayed on the EStore will be in US dollars only.
OR1.13	Inventory	For Warehouse and Fulfillment, Robertson Marketing will receive and process Products at its Salem, Virginia warehouse or such other location proposed by Robertson Marketing and approved by AppDynamics.
OR1.14	Inventory	For Warehouse and Fulfillment, Robertson Marketing will perform quality control for new Products purchased from Robertson Marketing by inspecting the outer packaging of received products for damage, verifying received quantities of products (which may be performed through sampling), barcoding received products (if necessary), and updating inventory counts.
OR1.15	Standard Reporting	For Warehouse and Fulfillment, Robertson Marketing will provide an inventory report upon request.
OR1.16	Custom Reporting	Robertson Marketing's Account Manager will work with AppDynamics stakeholders to determine the feasibility and provide a quote for non-standard reports.

6. PROJECT MANAGEMENT PLAN

6.1. ROBERTSON PROJECT MANAGER

Robertson Marketing will assign a Project Manager for the project. The Project Manager will have the authority and responsibility for managing, executing, monitoring, controlling, and closing this project according to the processes outlined by Robertson Marketing and this document.

The Project Manager will work with the Robertson Marketing project team to effectively and efficiently deliver all required work and documentation as outlined in this document. The Robertson Marketing project team will consist of personnel from various Robertson's departments, including: Ecommerce Management, Account Management, IT, Warehouse, Finance, Order Management, Shipping, and other departments that may be required.

The Project Manager will also be responsible for communicating with the Project Sponsor and the Client Lead Stakeholder and other stakeholders on a consistent basis as outlined in the communications plan.

The Project Manager will transition responsibility for day-to-day operations of the EStore to an Ecommerce Manager while program operations will be the responsibility of the Account Manager upon closure of this project.

6.2. COMMUNICATION PLAN

The Account Manager will be responsible setting up or attending a series of progress meetings on a monthly or as needed basis. These meetings will be attended by the Project Manager so that they may provide project updates and discuss any issues or change requests.

6.3. CHANGE ORDER REQUEST

Once the SOW has been approved, all changes to the project scope (e.g., features, functionalities, merchandising, process flows, reporting, schedule, budget, quality) must go through the change request and approval process. The change request process consists of the following steps:

- A change is requested (see Appendix A for the Change Request Form).
- The Project Manager researches the impact of the change on scope, resources, schedule, budget, quality and submits to the Robertson Marketing Project Sponsor for review.
- The Project Sponsor reviews the change requests and discusses it with the AppDynamics Lead Stakeholder.
- If both the Project Sponsor and the Lead Stakeholder approve the change, they will submit a signed copy of the Change Request Form to the Robertson PMO.

7. PRELIMINARY MILESTONE DURATIONS

The project would run in eight 1-week sprints. Some milestones would take place over multiple sprints due to the nature of the deliverables. Provided the merchandise is received into the warehouse by Sprint 6, we anticipate a launch during Sprint 6 with a project close by the end of Sprint 9.

Milestone	Duration	Predecessor	Anticipated
			Sprints
Merchandising	4 Weeks	SOW Agreement	1,2,3,4
Website Design	2 Weeks	SOW Agreement	2,3
Website Provisioning	1 Week	SOW Agreement	1
URL /SSL Certificate	1 Week	SOW Agreement	1
Merchant Account	3 Weeks	URL/SSL Certificate	1,2,3,
		Website Provisioned	
Website Configuration	1 Week	Website Provisioning	2
		Website Design	
Integrations (SSO, Access,	1 Week	Website Configuration	3
Payment Gateway, Warehouse		Merchant Account	
System)			
Item Photography/Setup	1 Week (dependent on #	Merchandising	3,4,5
	of items)		
Cost Center Codes (from	2 Days	Website Configuration	3
AppDynamics) Setup and testing			
QA Testing/Debugging	1 Week	Website Design	4
		Website Configuration	
		Integrations	
		CCC Setup	
UAT Testing	1 Week	QA Testing	5
Launch	1 Week	UAT	6
		Items in Inventory	
Monitoring	1 Week	Launch	7
Close	1 Week	Monitoring	8

Milestone	Duration	Predecessor	Anticipated Sprints
Merchandising	4 Weeks	SOW Agreement	1,2,3,4
Website Configuration	1 Week	Website Provisioning Website Design	2
Integrations (Warehouse System)	1 Week	Website Configuration	2
Item Photography/Setup	1 Week (dependent on # of items)	Merchandising	3,4,5
UAT Testing	1 Week	QA Testing	5
Launch	1 Week	UAT Items in Inventory	6
Monitoring	1 Week	Launch	7
Close	1 Week	Monitoring	8

8. ADDITIONAL TERMS

8.1 Sow Term.

Start date of this Statement of Work: 10/15/2020

End date of this Statement of Work: 10/14/2022

8.2 Fees/Payment Terms. Parties acknowledge and agree that the fees paid of \$12,000 in accordance to the Robertson AppDynamics SOW executed on October 11, 2019 apply to the e-store deliverables outlined in this Statement of Work. No additional fees shall apply to this Statement of Work.

8.3 PCI Compliance. IN THE EVENT ROBERTSON ENGAGES IN PAYMENT CARD TRANSACTIONS AS A PART OF THE SERVICES PROVIDED TO APPDYNAMICS, ROBERTSON SHALL COMPLY WITH THE PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS ("PCI DSS") AND ANY AMENDMENTS OR RESTATEMENTS OF THE PCI DSS DURING THE TERM OF THIS AGREEMENT.

8.4 Governing Agreement. The parties acknowledge and agree that the master services agreement by and between Robertson Marketing Group, Inc. and AppDynamics LLC dated September 21, 2020 (the "Agreement") shall apply to the services purchased under this statement of work.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Statement of Work to be fully executed.

AppDynamics LLC

By: George Raramanos

Name: George Karamanos

Title: General Counsel

Date: October 8, 2020

Robertson Marketing

By: 1023FD9F312F4FD...

Name: John Robertson

DocuSigned by:

Title: President

Date: October 8, 2020

APPENDIX A: CHANGE REQUEST FORM

Change Request Form	
	agement Procedures of the Statement of Work agreed ynamics on <date>, this Change Request will amend the cope for the project the following:</date>
L. Scope of Change Request:	
2. Changes to Scope:	
3. Impact (cost, schedule, resources):	
1. Purchase Order Issuance (If applicable):	
The duly authorized representatives of the parfully executed.	ties named below have caused this Change Request to be
APPDYNAMICS LLC	ROBERTSON MARKETING GROUP, INC.
Ву:	By:
Name:	Name:
Fitle:	Title:
Date:	Date: