APPDYNAMICS
part of Cisco

EXHIBIT A
STATEMENT OF WORK #1
CLOUD SERVICES AGREEMENT DATED APRIL 28, 2017

1. <u>Description of Services</u>. The period of performance for this SOW begins on October 9, 2020 and ends on October 31, 2021

   Service Provider SaaS technology applications and Service Provider professional services to deliver Attendee Management & Registration, Content Management, and Virtual Delivery for the 2021 AppDynamics Hacky New Year (HNY) Hackathon and Product Kick-Off (PKO) events.

   The project will begin with a Kick-off call. The call will serve the purpose of introducing AppDynamics and Service Provider teams, reviewing the implementation methodology for the event, reviewing the in-scope functional deliverables, and introducing the AppDynamics team to the Service Provider Academy End User training and Client Care support processes.

   AppDynamics and Service Provider will execute events using a rapid iteration model on best practice event functionality. This model will include the following general steps:

   1. Service Provider will configure the event module based on our best practice template. Service Provider will demo this model to AppDynamics, highlighting the best practices, providing suggestions for where AppDynamics' input would be beneficial and providing AppDynamics administrators with access to interact with the feature.
   2. AppDynamics will provide feedback for configuration adjustments in line with the Service Provider best practice model. It is anticipated that the full feedback will be provided by AppDynamics within three to five business days following the demo.
   3. Service Provider will review the feedback, consult as needed, and make the modifications where suited. The modifications will go through a QA review and a second/final demo will be made to AppDynamics administrators to showcase the final model for the functionality.
   4. Additional changes requested after the model is finalized will be handled through the Client Care ticket submission process and may require a Change Order.

   AppDynamics administrators will go through the Service Provider Academy End User training and will be responsible for administering the configured system after initial configuration (i.e., sending emails, updating records, running reports, etc.).

2. <u>Deliverables</u>.

Event Name	Dates	Location
AppDynamics Hacky New Year (HNY) and Product Kick-Off (PKO)	2/1/21 - 2/5/21 8/2/21 - 8/6/21	Virtual

3. **SOFTWARE TO BE PROVIDED**

Cloud Hosting Service Provider uses Amazon Web Services to host Client events, offering an enterprise-grade infrastructure, enabling services such as backups, caching, and load balancing.	Included
Survey Tools Using pages, forms, and workflows, the Client can build and deploy surveys before, during, and after an event. Survey reporting is supported directly in the survey module.	Included

BI & Analytics Module BI and analytics start with defining business drivers and KPIs. A standard set of dashboards and data visualizations help Client event managers understand event operations and perform comparisons year-over-year or between events.	Included
Data Management Module A unified data warehouse that aggregates data across multiple events, years, and systems. Data management tools allow for setting rules that meet the unique business needs of Client's events. It consists of Data Warehouse, Data Management modules and attendee activity scoring.	Included
Workflow Engine Service Provider workflow builder enables clients to combine different workflows into smooth, combined experiences.	Included
Automation Engine The business rules engine and triggers such as answering questions in certain ways are combined to create branching logic and custom flows.	Included
Virtual Module Base license to connect virtual attendees into the Service Provider platform, including tracking of attendee data for all events, payments, sessions, and other behaviors.	Included
Content Management Module Automates the functions of Sessions and Speaker administration, and Speaker Portal.	Included
Sessions Catalog & Scheduler A fully branded and responsive session catalog where Client attendees can browse a list of all sessions offered at an event. This is embedded directly in the event website, so attendees can easily find it among other event content.	Included
APIs Open architecture and robust APIs provide integration opportunities for Service Provider's technology platform with Client's APIs to support integrations with internal systems where necessary.	Included
Virtual Onsite Delivery Monitoring software, Load Testing, Virtual Lobby Waiting Room, Queuing, CPU Utilization, Bandwidth and Storage as well as Read Replica Databases and Caching to allow for parallel processing of Virtual Attendees. Live support is provided for the first four hours of the events. Client Care will be primary support all other times with the project team available on call.	Included

4. **INTEGRATIONS IN SCOPE**
    - **Standard Integrations**
        - Brightcove - subcontracted virtual streaming provider (subject to Brightcove SLAs in Addendum: Brightcove)
            - Service Provider will implement a Brightcove streaming integration that will pull applicable prerecorded video and livestream video into the attendee portal to be available for registered attendees.
            - Pre-recorded and post live-stream sessions can be auto converted to OnDemand video after the live-stream is completed. Session video links will connect to the appropriate Brightcove video via embedded player within Service Provider catalog, portal and target agendas.
            - Included in SOW:
                - Estimated usage for 3,000 attendees (committed quantities)
                - 12 months Enterprise Platform subscription
                - Video Cloud & Gallery included
                - 10 User Logins
                - Gold Technical Support Level
                - 100,000 Plays

- o A single "play" is defined as any time a viewer presses "play" on a video
- o Includes pausing a video then pressing "play" again
- o On average a viewer does this 7-10 times per video
- 500,000 GBs Bandwidth
  - o $5.20 per GB over 500,000 GBs
- 20,000 GB of Managed Content
  - o $8.00 per GB over 20,0000 GBs
- Up to 150 Live Hours of HD live streaming with 5 inputs
  - o Live Hours: calculated for live stream player instances (dry runs, redundancies, etc. included)
  - o Input: any unique source of live feed into Brightcove
  - o Additional hours, $160 per live hour
- 50 Hours duration of Live Technical Support
  - o Continuous live support during event (VideoOnDemand, Simu-Live and Live assets are behaving as they should)
- Silver Onboarding Package
- **Pigeonhole** - subcontracted audience interactivity tool
  - Live audience interactivity including moderated Q&A, chat, reactions (subject to release) and polling
  - Access to existing Brightcove integration
    - o Included in SOW:
    - o Platform
    - o Workspace Admin
    - o 5 Workspace Admin Users
    - o 3,000 participants scoped (committed quantities)
    - o Custom Branding License
      - ▪ Removes Pigeonhole logo from participant view
      - ▪ 1-week lead time for branding requests
    - o Onboarding and event support
- **WebEx**
  - o Service Provider will provide access to the WebEx meetings integration for breakout sessions
  - o Integration includes features and functionality that are available at the time of the event. No specific functionality can be guaranteed
  - o WebEx (for Breakout Sessions) functionality includes:
    - ▪ Service Provider will push all configured sessions to WebEx using its standard integration framework. This includes the following data points:
      - Session Title
      - Session Code
      - Session Abstract
      - Session Date
      - Session Start Time
    - ▪ Service Provider will push attendees to WebEx once they enroll in a session or click to join the live webinar link… The following attendee data points will be sent to WebEx:
      - First Name
      - Last Name
      - Email
      - Company Name
      - Attendee ID
    - ▪ Service Provider will expose a link in it's Session Catalog or Attendee Portal, that will provide attendees with direct access to WebEx. Service Provider can, at the discretion of the Client, determine session attendance based on clicking a link to WebEx in its Session Catalog.
    - ▪ Service Provider will pull from WebEx on an hourly basis a list (per webinar) of attendees who watched that webinar and the duration of time.
    - ▪ Service Provider can, at the discretion of the Client, determine session attendance based on data pulled from WebEx.

5. **CUSTOM INTEGRATION DEVELOPMENT**

Any custom integrations must be defined, scoped and contracted at least 120 days prior to the required launch date with the Client's Account Director. This allows for adequate quality assurance, regression and system testing prior to releasing integration solutions into the production environment.

- **Custom Integrations**
  - Okta - SSO
    - Service Provider will provide a standard SAML integration with Okta SSO

6. CLIENT CARE SUPPORT

Service Provider Client Care is designed to provide help and support for Service Provider core product functionality. Client Care handles client bugs, how-to questions and other product related issues. Service Provider Help Center is paired together with Client Care to help clients find answers to their configuration questions, and have a place to ask additional follow-up questions.

7. OUT OF SCOPE ACTIVITIES

The activities and deliverables outlined below are outside of the scope of this agreement but may be added by way of discrete statements of work as requested and agreed to by Service Provider and Client.

- Responding to customer care issues directly with event attendees, speakers, and exhibitors.
- Managing platform configuration or data updates post launch.
- Custom integrations not listed in the Integrations section of this SOW.
- Client understands that the Service Provider's standard working hours, Monday through Friday, 8:00 AM - 5:00 PM Mountain. Services required outside of standard working hours or observed holidays, must be agreed upon by both parties in writing.
- Use of any Client provided systems, tools, or hardware, unless agreed upon by both parties in writing.
- Service Provider Support for virtual functionality outside of onsite days
- *List any product dependencies that have been discussed but are not a current product feature.*
  - *Service Provider will not perform development activities for the AppDynamics events. In the event of specific feature requests, activities will be managed via the existing Cisco request process*
  - *Cisco contact for product dependencies: Tamara Encarnacion (tencarna @cisco.com)*
- *Out of Scope Services:*
  - *Exhibitor Portal*
  - *Exhibitor Virtual Booth*
  - *Onsite Module*
  - *Meetings 1:1*
  - *Call for Papers*
  - *Nomination*
  - *Voting*
  - *Payment Processor (these are free events)*
  - *Mobile App*
  - *Branding outside of the templated approach within Service Provider Branding Center (additional branding needs will be the responsibility of Client)*
- Platform configuration needs over and above the processes outlined in the Services to be Performed section of this document.
- New requirements or changes requested after mutually accepted Requirements Freeze date unless agreed upon by both parties in writing. These changes may impact project timelines.
- Any video production, audio production, multimedia production, or graphic design services.

8. Compensation. Total fees (including expenses) under this Statement of Work shall not exceed USD $207,191.00. All activities or Deliverables not listed or defined in this SOW are considered a change request. Change requests outside the scope of this SOW will be fulfilled under a separate Change Order ("Change Order"). No payment will be made without an AppDynamics Purchase Order. Purchase Order shall be provided by AppDynamics after execution of Statement of Work. Payment terms are net-60 days upon receipt of invoice.

General Fees-

For detailed listing of fees and commitment levels see Exhibit A

Platform & Module Licenses	$70,105.00
Integrations & Virtual On-Site Delivery	$25,000.00
Media Suite	$112,086.00
Total	**$207,191.00**

Usage Definitions:
Attendee Module- An attendee who generates a record to use across module(s), inclusive of a registrant who cancels or no-shows
Content Module- based on final Attendee Module number

Invoice Schedule for AppDynamics HNY and PKO 2021

Payment	Invoice Date	Invoice %	Estimated Amount
Invoice 1	Effective Date	License fees	207,191.00

- Client commits to the minimum licenses as outlined in the Fees section. Any additional licenses are to be handled via a jointly executed amendment to this SOW. Overages will be charged accordingly to "Price" noted under Exhibit A Licenses.

- If a license overage occurs for any of the modules, Client will pay an overage fee as indicated for any transaction over the commitment.

- Taxes: Client shall pay to Service Provider all applicable taxes, fees, assessments or similar liabilities assessed by a governmental authority related to the provision of the SAAS Services. Should Service Provider be required to pay any such taxes, fees, assessments or similar liabilities, Client will promptly reimburse Service Provider for such payments upon receipt of an invoice therefore. The foregoing will not apply to taxes based upon the net income, employment or property of the Service Provider.

This Statement of Work is entered into between the Service Provider set forth below ("Service Provider") and the AppDynamics entity below ("AppDynamics") and is subject to the Terms and Conditions described in the Professional Services Agreement entered into between the parties described above (the "Agreement"). By signing below, the parties hereto, each acting under due and proper authority agree to make this Statement of Work a part of the Agreement between the parties.

RainFocus, LLC		**AppDynamics LLC:**	
Signature:	*Michael Olson* (DocuSigned by) 87B6047C7795499...	Signature:	*George Karamanos* (DocuSigned by) EADD3AC1EE6B486...
Name:	Mike Olson	Name:	George Karamanos
Title:	CFO	Title:	General Counsel
Date:	October 8, 2020	Date:	October 8, 2020

Exhibit A: Fees