

**ATTACHMENT A to Master Services Agreement (MSA) / Purchase Order****Managed Project****Statement of Work Number / Project Title:**

AppDynamics Business Value Analysis Advisor Tool License Renewal

MSA Number: CW1873894

NO WORK ON THIS PROJECT IS AUTHORIZED OR SHALL COMMENCE UNTIL A VALID PURCHASE ORDER IS DULY ISSUED BY APPDYNAMICS LLC (HEREIN AFTER "APPDYNAMICS" OR "CISCO").

1) GENERAL

This Statement of Work ("SOW") defines services ("Services") to be performed for and Work to be delivered to the Cisco entity identified on the face of the Purchase Order ("AppDynamics") by Mainstay Salire LLC under a Master Services Agreement (MSA) and/or Purchase Order.

This SOW is governed by, incorporated into, and made part of the terms and conditions of the MSA and/or Purchase Order. In the event of any conflict between the SOW and the MSA and/or Purchase Order; the SOW will prevail, solely to the extent of the inconsistency.

The terms of this SOW are limited to the scope of this SOW and shall not be applicable to any other SOWs which may be executed and attached to the MSA and/or Purchase Order. Any references in this SOW to specific sections in the Agreement are solely for the convenience of the parties and are not intended to modify the Agreement. If the parties wish to modify any provisions of the Agreement, such modifications must be clearly stated, specifying the sections to be modified and how they are to be modified. Any such modifications shall apply only with respect to this SOW, and shall not affect any other existing or future SOWs.

This SOW is comprised of the following parts:
SOW Sections 1 – 12

2) SCOPE OF SERVICES AND WORK PRODUCT**a) * Supplier shall provide the following Services to AppDynamics:**

Software License Annual Renewal for the AppDynamics BVA Advisor tool.

Mainstay will provide 12 months of Advisor tool software license for the period of 6/1/20 to 5/31/21.

Software license will include unlimited use licensing, hosting, and basic maintenance for the tool. Basic maintenance is defined as any maintenance (revision, bug fixes, etc.) that do not require changes to the structure and logic for the tool. Changes that require changes to structure or logic will be provided under SOW(s) contracts.

b) * Work Product

Supplier shall deliver the following tangible Work Product:

Phase/Gate	Deliverable Name	Location	Format (i.e. Word)
Phase I	Annual software licensing renewal	NA	NA

c) * Acceptance of Milestones

The following table defines how each Milestone will be accepted for payment purposes:

Milestone Name	Milestone Start Date	Milestone End date	Milestone Description	Amount payable upon completion
BVA Tool Renewal	June 1, 2020	May 31, 2021	License Renewal	\$7,500

3) CONFIDENTIAL INFORMATION

The rules related to Confidential Information and how it may be used is covered by the Agreement / Non Disclosure Agreement signed by Cisco and Supplier. To locate the supplier NDA access NDA Central: <http://www.in.cisco.com/legal/nda/index.shtml>.

a) Description of Supplier's Confidential Information:

None

b) Description of Cisco Confidential Information shall include, but not be limited to:

- i) All information accessed by Supplier utilizing the Cisco Intranet (CEC).
- ii) All communications received (including any attachments) utilizing a Cisco provided e-mail account.
- iii) All documents accessed by Supplier associated with the Services and Work Product as specified in this SOW.
- iv) All documentation created by Supplier as part of the Services and Work Product specified in this SOW.
- v) All documentation created by other Suppliers or Cisco Employees accessed by Supplier.

4) PROJECT MANAGERS

CISCO:	SUPPLIER:
	Dan Corcoran
App Dynamics	Mainstay Salire LLC
	764 Valderrama Court
	Castle Rock, CO
Phone:	Phone:
Fax:	Fax:
Email:	Email: dan@mainstaycompany.com

5) PAYMENT

a) Maximum Payment Amount

Annual changes to Supplier rate card shall not impact this fixed price contract. Notwithstanding anything else in the Agreement and this SOW to the contrary and unless otherwise agreed upon in writing by Cisco, Cisco's maximum funding liability under this SOW shall not exceed the funding as made available by issuance of one or more Cisco Purchase Order(s) for the milestones or deliverables as indicated below. Supplier understands that milestones or deliverables may be funded on a periodic basis by Cisco. Supplier acknowledges that any work performed prior to receipt of a Purchase Order from Cisco for each milestone or deliverable will be at Supplier's own risk. Cisco makes no guarantee that any or all milestones or deliverables listed below will be funded.

Cisco will pay Supplier the price in accordance with the payment terms set forth in the corresponding Purchase Order following the later of: (i) the Delivery Date; (ii) the date of Cisco's acceptance of all of the Work; or (iii) Cisco's receipt of a properly prepared invoice. A properly prepared invoice must include the Purchase Order number and, if required in the Purchase Order, Supplier's certification of conformance of the Work to the requirements. Payment will be in the currency of the country in which the Cisco entity or affiliate identified in the Purchase Order is located, and if the price set forth in the Purchase Order is not in the local currency, then Cisco will determine the local currency equivalent of the price as of date of payment.

Under no circumstances shall Cisco pay or advance funds to Supplier, nor shall Supplier accept such funds, other than in accordance with a valid and applicable Purchase Order for the actual services rendered.

b) * Payment Method

Milestone Payment Schedule: Supplier shall deliver the Work Product and Cisco shall pay Supplier upon Acceptance of Milestone Deliverables, based upon specified Acceptance Criteria and timely completion of Milestones as per Section 3 according to the following payment schedule:

Service Deliverable or Milestone Deliverable <i>Instruction: Milestone Description (What is to be delivered, Who it's to be delivered to) and Reference, if necessary to Section 3</i>	Start Date	End Date	Amount
License Renewals for DNA ROI Planner and ROI Calculator Advisor Tools	6/1/20	5/31/21	\$7,500
Subtotal of 8b		Subtotal of Deliverables	\$7,500
Expenses (total from section 8c)			0.00
Total of 8b and 8c (to include all payments for services and expenses)			<u>\$7,500</u>

6) * PLACE OF PERFORMANCE

The Work shall be performed by Supplier at Mainstay Salire facility at: Kenmore, WA.

7) * TERM OF STATEMENT OF WORK

This SOW shall begin on **3/17/20** and remain in effect until the later of completion and Acceptance of the Services and Work Product, **5/31/21**, or earlier if terminated, in whole or in part in accordance with the MSA and/or Purchase Order Terms and Conditions.

8) CHANGE REQUEST PROCESS

It may become necessary to amend this Statement of Work from time to time for reasons including, but not limited to, the following:

- i) Discretionary changes (as agreed by Cisco) in the scope of the Project
- ii) Requested changes to the work hours of Supplier personnel
- iii) Non-availability of products, resources or services which are beyond Supplier's control;
- iv) Impediments not previously identified
- v) Lack of access to personnel or facilities necessary to complete project

In the event that it is necessary to change this Statement of Work, the following process will be followed:

A Change Request (CR) will be the vehicle for communicating change. The CR must describe the change, reasons for the change, and the effect the change will have on the project, which may include scheduling changes, pricing, etc. A CR may be initiated by either Cisco or Supplier.

The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.

Both Project Managers will review the proposed change and approve it or reject it. If further investigation on the part of Supplier is required in order to determine the scope of the change, any charges for that investigation will be outlined. Both Project Managers will sign the CR, indicating the acceptance of both parties to the changes, which may affect pricing, schedules, and contractual commitments.

Upon acceptance of the Change Request by both Project Managers, the scope of work and costs will be modified appropriately, and the changes will be incorporated into the project.

9) SPECIAL TERMS

If requested by Cisco, Supplier resources shall record hours spent on tasks within a Cisco based task tracking system. All hours tracked will be Cisco Confidential Information and will not be used in any way for payment of Supplier.

10) WARRANTIES

The work product(s) identified within this SOW will be affected by the warranties outlined in the Agreement.

11) CODE OF ETHICS

To help ensure that our relationships with suppliers meet and support these standards, all Master Service Agreement and Purchase Order Terms and Conditions contain a link to the [Code of Ethics](#) found at:

http://www.cisco.com/web/about/ac50/ac142/supplier/terms_and_conditions_for_purchase_orders_list.html#Code which apply in all dealings with Cisco.

12) STATEMENT OF WORK SIGNATURE REQUIREMENTS

Neither Cisco nor Supplier are required to sign this Statement of Work if the Cisco entity identified on the face of the Purchase Order is located in one of the following countries: **Australia, Austria, Canada, Denmark, Finland, France, Germany, Ireland, Italy, Netherlands, New Zealand, Norway, Portugal, Scotland, Spain, Sweden, Switzerland, United Kingdom and United States**. Cisco's issuance of a Purchase Order with this Statement of Work will constitute Cisco's offer to purchase the Services and the Supplier's commencement of the services will constitute Supplier's acceptance.

All work, whether the Statement of Work is signed or un-signed, must not commence until Cisco has issued a Purchase Order.

The following signature block must be completed (including "Legal Business Entity") by both parties if the Cisco entity identified on the face of the Purchase Order is not located in one of the countries listed above.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly Authorized Representatives.

APPDYNAMICS LLC Name: George Karamanos Title: General Counsel Date: March 18, 2020 Signature:  <small>DocuSigned by: EADD3AC1FF6B486...</small>	Mainstay Salire LLC Name: Craig LeGrande Title: CEO Date: 3/17/2020  Signature: _____
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