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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (Date of Earliest Event Reported): November 1, 2021**

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**Sumo Logic, Inc.**

(Exact name of registrant as specified in its charter)

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**Delaware**

(State or other jurisdiction of  
incorporation or organization)

**001-39502**

(Commission File Number)

**27-2234444**

(I.R.S. Employer  
Identification Number)

**305 Main Street  
Redwood City, California 94063**

(Address of principal executive offices, including zip code)

**(650) 810-8700**

(Registrant's telephone number, including area code)

**Not Applicable**

(Former name or former address, if changed since last report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.0001 per share	SUMO	The Nasdaq Stock Market LLC (Nasdaq Global Select Market)

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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## Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

### *Appointment of New Officer*

On November 1, 2021, Sumo Logic, Inc. (the “Company”) publicly announced the appointment of Lynne Doherty as President, Worldwide Field Operations, effective November 1, 2021, which is Ms. Doherty’s first day of employment with the Company.

Prior to joining the Company, Ms. Doherty, 48, served as the Executive Vice President of Global Sales and Marketing, Enterprise Business Group of McAfee, an enterprise cybersecurity company, from May 2020 until October 2021. Prior to joining McAfee, Ms. Doherty held numerous positions at Cisco Systems, Inc., an internet technology company, most recently as Senior Vice President of U.S. Commercial Sales from August 2018 to May 2020. Prior to this position, Ms. Doherty also served as Cisco’s VP, Americas Security Sales from January 2017 to October 2018, and as Area Vice President, US Commercial Sales, from June 2013 to January 2017. Earlier in Ms. Doherty’s career, she served as a programmer at Bell Atlantic before joining Sun Microsystems as a Regional Executive in Sales and Engineering. Ms. Doherty holds a bachelor’s degree in mathematics and computer and information science from Temple University.

The Company entered into an employment letter with Ms. Doherty. The employment letter does not have a specific term and provides that Ms. Doherty will serve as an at-will employee. Ms. Doherty’s annual base salary will be \$425,000 and she will be eligible to participate in the Company’s executive bonus program with a discretionary bonus target of 100% of her annual base salary. In addition, subject to approval of the board of directors or the compensation committee, Ms. Doherty will be granted an equity award of restricted stock units (“RSUs”) with an aggregate value of \$10,560,000. The RSUs will vest as to 25% on the one year anniversary of the applicable vesting commencement date, and 1/16<sup>th</sup> of the RSUs will vest on a quarterly basis thereafter in accordance with the Company’s equity grant practices and subject to Ms. Doherty’s continuous service with the Company through each such date. Ms. Doherty will also be granted an equity award of performance-based RSUs (“PSUs”) with an aggregate value of \$2,640,000. The PSUs will vest in accordance with the Company’s PSU program on terms similar to other executive officers and the Company’s equity grant practices, and subject to Ms. Doherty’s continuous service with the Company through each such date. The RSUs and PSUs will otherwise be subject to the terms of the Company’s 2020 Equity Incentive Plan and the form of RSU agreement used under the plan.

The foregoing description of Ms. Doherty’s compensatory arrangement with the Company does not purport to be complete and is qualified in its entirety by reference to the full text of the employment offer letter, which is attached to this Current Report on Form 8-K as Exhibit 10.1, and is incorporated herein by reference.

The Company also entered into the Company’s standard change of control and severance agreement with Ms. Doherty. The change of control and severance agreement provides for certain severance payments and benefits if Ms. Doherty’s employment is terminated other than for “cause” (as defined in the agreement) or she resigns for “good reason”) as defined in the agreement, subject to Ms. Doherty satisfying certain other terms as set forth in the agreement. The Company will also enter into the Company’s standard indemnification agreement with Ms. Doherty. For a full description of the Company’s change in control and severance agreements and indemnification agreements, please see the Company’s Proxy Statement for its 2021 annual general meeting of stockholders, filed with the Securities and Exchange Commission on May 21, 2021.

A copy of the Company’s press release announcing Ms. Doherty’s appointment is filed herewith as Exhibit 99.1 and incorporated herein by reference.

### **Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<b><u>Exhibit Number</u></b>	<b><u>Description</u></b>
10.1	<a href="#">Employment Letter between Sumo Logic, Inc. and Lynne Doherty</a>
99.1	<a href="#">Press release dated November 1, 2021</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**SUMO LOGIC, INC.**

Date: November 1, 2021

By: /s/ Katherine Haar

Name: Katherine Haar

Title: General Counsel

September 9, 2021

Dear Lynne,

On behalf of Sumo Logic, Inc. ("**Sumo Logic**" or the "**Company**"), it is my pleasure to offer you the position of President, Worldwide Field Operations, reporting to me, Ramin Sayar, Chief Executive Officer. We are excited to have you join the Sumo Logic team! Please take some time to read through the important information below.

1. **Position.** This is a full-time position. While you render services to the Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with the Company. By signing this letter agreement, you confirm to the Company that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.
2. **Cash Compensation.** The Company will pay you a starting salary at the rate of \$425,000 per year, payable in accordance with the Company's standard payroll schedule. You will be eligible to participate in our executive bonus program. Your current discretionary bonus target is 100% of your annual base salary per fiscal year, subject to any mutually agreed reduction in on-target earnings between you and the Company. Bonus payments are calculated and paid based on the achievement of Company or other performance objectives, as periodically established and evaluated by Sumo Logic. The specific terms and conditions applicable to your individual participation in the bonus program will be based on your position within Sumo Logic and are subject to change at Sumo Logic's sole discretion. You must be employed by Sumo Logic at the time bonuses are paid to earn and receive a bonus payment.
3. **Employee Benefits.** As a regular employee of the Company, you will be eligible to participate in a number of Company-sponsored benefits. We have a flexible paid time off policy that gives employees the freedom to take time away out of the office, with their supervisor's approval, without being dependent on a vacation balance. The Company reserves the right to modify, amend, suspend, or terminate the benefit plans, programs, and policies it offers to its employees at any time.
4. **Restricted Stock Units.** In each instance subject to the approval of the Company's Board of Directors or its Compensation Committee, you will be granted (i) an award of restricted stock units ("**RSUs**") and (ii) an award of performance-based RSUs ("**PSUs**"), with an aggregate value of \$13,200,000 as described below.

The RSUs will have a value of \$10,560,000, with the number of shares to be based on the average of the closing sales prices for the Company's Common Stock for the month of August 2021, rounded to the nearest whole share. The RSUs will be subject to the terms and conditions applicable to RSUs granted under the Company's 2020 Equity Incentive Plan (the "**Plan**"), as described in the Plan and the applicable restricted stock unit award agreement. The RSUs will vest according to the following schedule: 25% of the RSUs will vest on the first quarterly vesting date that is on or after the 1 year anniversary of the vesting commencement date, with 1/16<sup>th</sup> of the RSUs vesting on each quarterly vesting date thereafter. The quarterly vesting dates will be the first trading day on or after each of March 15, June 15, September 15, and December 15. All vesting is

subject to your continuous service to the Company (or a subsidiary of the Company) through the applicable vesting dates

In addition, subject to your continued employment through the grant date, you will be eligible to participate in any PSU program on terms similar to other executive officers of the Company. Your PSUs will have a value of \$2,640,000, with the number of shares to be based on the average of the closing sales prices for the Company's Common Stock for the month of August 2021, rounded to the nearest whole share. The PSUs will be subject to the terms and conditions set forth in the Plan and the applicable award agreement, with vesting and other conditions to be determined by the Company in its sole discretion.

5. **Severance Agreement.** As an executive officer of the Company, you will also be entitled to participate in the Company's executive severance arrangements. A copy of the Change of Control and Severance Agreement is attached hereto as **Exhibit A** for your review and signature.
6. **Proprietary Information.** Like all Company employees, you will be required, as a condition of your employment with the Company, to sign the Company's standard Proprietary Information and Inventions Agreement, a copy of which is attached hereto as **Exhibit B**. The Company respects the right of every employer to protect its confidential and proprietary information. You therefore agree to abide by the Company's strict policy that prohibits any new employee from using, disclosing or bringing with them from any prior employer any confidential information, trade secrets, proprietary materials or processes of such former employers. You hereby represent that you have returned all property and confidential information belonging to any prior employers.
7. **Employment Relationship.** Employment with the Company is for no specific period of time. Your employment with the Company will be "at will," meaning that either you or the Company may terminate your employment at any time and for any reason, with or without cause. Any contrary representations that may have been made to you are superseded by this letter agreement. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and a duly authorized officer of the Company (other than you).
8. **Withholding Taxes.** All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.
9. **Interpretation, Amendment and Enforcement.** This letter agreement, the Proprietary Information and Inventions Agreement, and the Change of Control and Severance Agreement constitute the complete agreement between you and the Company, contain all of the terms of your employment with the Company and supersede any prior agreements, representations or understandings (whether written, oral or implied) between you and the Company. This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company. The terms of this letter agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this letter agreement or arising out of, related to, or in any way connected with, this letter agreement, your employment with the Company or any other relationship between you and the Company (the "**Disputes**") will be governed by Colorado law, excluding laws relating to conflicts or choice of law. You and the Company submit to

Sumo Logic, Inc.  
305 Main Street  
Redwood City, CA 94063



the exclusive personal jurisdiction of the federal and state courts located in California in connection with any Dispute or any claim related to any Dispute.

As a Company employee, you will be expected to abide by the Company's rules and standards. Specifically, you will be required to sign an acknowledgment that you have read and that you understand the Company's Code of Business Conduct and Ethics.

*[Remainder of page intentionally left blank]*

Sumo Logic, Inc.  
305 Main Street  
Redwood City, CA 94063



We hope that you will accept our offer to join the Company. You may indicate your agreement with these terms and accept this offer by signing and dating this letter agreement, the enclosed, the enclosed Change of Control and Severance Agreement, and the enclosed Proprietary Information and Inventions Agreement, and returning them to me. **If not accepted, this offer will expire at the close of business on September 15, 2021.** As required by law, your employment with the Company is contingent upon your providing legal proof of your identity and authorization to work in the United States. Your employment and start date are also contingent upon successful completion of the background check process, and you starting work with the Company by **October 15, 2021**, or an alternate start date mutually agreed to in writing (including via email) by you and the Company.

If you have any questions, please call me at [---] or Shea Kelly at [---]. The Company's principal place of business is Redwood City, California, USA. Its mailing address is 305 Main Street, Redwood City, California, 94063 USA, and its phone number is (650) 810-8700.

Very truly yours,

Sumo Logic, Inc.

/s/ Ramin Sayar

**Ramin Sayar**

*Chief Executive Officer*

Agreed to and accepted:

/s/ Lynne Doherty \_\_\_\_\_ 9/9/21 \_\_\_\_\_  
Lynne Doherty                      Date

Sumo Logic, Inc.  
305 Main Street  
Redwood City, CA 94063



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**EXHIBIT A**  
**CHANGE OF CONTROL AND SEVERANCE AGREEMENT**



Sumo Logic, Inc.  
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**EXHIBIT B**  
**PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT**

## Sumo Logic Names Lynne Doherty President, Worldwide Field Operations

*Proven executive brings decades of experience leading highly productive organizations at McAfee and Cisco Systems to help capture significant opportunity*

**REDWOOD CITY, Calif. – November 1, 2021** – Sumo Logic, (Nasdaq: SUMO), the pioneer in [continuous intelligence](#), today announced the appointment of Lynne Doherty to the newly formed role of President, Worldwide Field Operations, effective immediately.

“As every company increasingly embraces a digital-first strategy, Sumo Logic is strongly positioned as a real-time data analytics leader that can help them build, run and secure their digital applications and multi-cloud infrastructure,” said Ramin Sayar, president and CEO, Sumo Logic. “I’m thrilled to have Lynne join Sumo Logic, and am excited to partner with her to capture the large and growing market opportunity in front of us. Given her experience, I am confident that she will hit the ground running, accelerate our go-to-market strategy and transformation, strengthen our global sales and partner ecosystem and help Sumo further scale over the coming years.”

Lynne has been leading sales organizations and driving positive business outcomes for customers for more than 20 years. She joins Sumo Logic from McAfee Enterprise, where she served as EVP of Global Sales and Marketing. At McAfee Enterprise, she oversaw a team of 1,200 people and drove over a billion dollars of revenue annually. In her time there, she led the team through large business and go-to-market transformations, helped McAfee to go public, accelerate growth, complete the acquisition of McAfee Enterprise by STG and most recently complete the acquisition of FireEye.

Before joining McAfee, Lynne spent 15 years at Cisco, where she most recently was the Senior Vice President of U.S. Commercial Sales. In this role, she oversaw a team of more than 2,000 employees, drove billions in revenue annually and served 400,000+ accounts. Prior to this position, Lynne led Cisco’s Security Business Unit. With her extensive security and industry expertise, Lynne played a key role in the integration and go-to-market strategy efforts following Cisco’s acquisitions of Duo Security, Umbrella and Cloudlock.

“Sumo Logic is among the handful of pure play cloud companies that have disrupted the old world and brought about a different and better way for customers to navigate the complexity of digital transformation,” said Lynne Doherty. “Sumo has all the pieces required to become a category leader - vision, technology, happy customers, strong partner ecosystem, and purpose-driven culture - and I’m thrilled to join the company and help lead them through the next phase of growth as we scale to address the market transitions of cloud computing, cyber security and observability.

In addition, the company announced that its current chief revenue officer, Steve Fitz, will be transitioning from Sumo Logic by the end of the year. Sayar commented: “I can’t thank Steve enough for all he’s done over the past five years to help Sumo Logic grow five fold, navigate becoming a publicly traded company, and most importantly, build a customer centric go-to-market organization that believes deeply in doing right by our customers and partners. We all appreciate his leadership and contributions and wish him well.”

### **Additional Resources**

- [Learn more](#) about Sumo Logic's Continuous Intelligence Platform™
- [Sign up](#) for a free trial of Sumo Logic

### **About Sumo Logic**

Sumo Logic Inc. (Nasdaq: SUMO) is the pioneer in continuous intelligence, a new category of software, which enables organizations of all sizes to address the data challenges and opportunities presented by digital transformation, modern applications, and cloud computing. The Sumo Logic Continuous Intelligence Platform™ automates the collection, ingestion, and analysis of application, infrastructure, security, and IoT data to derive actionable insights within seconds. More than 2,100 customers around the world rely on Sumo Logic to build, run, and secure their modern applications and cloud infrastructures. Only Sumo Logic delivers its platform as a true, multi-tenant SaaS architecture, across multiple use-cases, enabling businesses to thrive in the Intelligence Economy. For more information, visit [www.sumologic.com](http://www.sumologic.com).

Sumo Logic is a trademark or registered trademark of Sumo Logic in the United States and in foreign countries. All other company and product names may be trademarks or registered trademarks of their respective owners.

Any information regarding offerings, updates, functionality, or other modifications, including release dates, is subject to change without notice. The development, release, and timing of any offering, update, functionality, or modification described herein remains at the sole discretion of Sumo Logic, and should not be relied upon in making a purchase decision, nor as a representation, warranty, or commitment to deliver specific offerings, updates, functionalities, or modifications in the future.

### **Media Contact**

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