Participating Addendum To
Information and Software License Agreement

This Participating Addendum dated November 14, 2019, by and between AppDynamics LLC ("**AppDynamics**") and Dun & Bradstreet, Inc. ("**Supplier**" or "**D&B**") (the "**Addendum**"), supplements the Information and License Agreement (the "**Agreement**"), dated August 30, 2008, by and between Dun & Bradstreet, Inc. and Cisco Systems, Inc. ("**Cisco**").

WHEREAS, Cisco, the parent company of AppDynamics, entered into the Agreement to procure software solutions from Supplier;

WHEREAS, AppDynamics, a wholly-owned subsidiary of Cisco, wishes to also procure software solutions from Supplier in connection with AppDynamics' rights as an Affiliate (as defined in the Agreement) of Cisco as set forth in the Agreement; and

WHEREAS, AppDynamics and Supplier wish to enter into this Addendum to: (i) facilitate AppDynamics' license of Services under the Agreement and (ii) include certain additional rights and obligations on the parties.

Therefore, the parties agree as follows:

I.   AMENDMENT TERMS AND CONDITIONS.

A.   GENERALLY. Capitalized terms not otherwise defined herein shall be deemed to have the meanings set forth in the Agreement. The term "[t]his Agreement" shall mean the Agreement as amended by this Addendum.

B.   APPLICABILITY. Supplier hereby acknowledges that (i) AppDynamics is an Affiliate pursuant to Section 1.1 of the Agreement; (ii) AppDynamics is permitted to place Orders for Services pursuant to Section 3.3(b) of the Agreement; (iii) pursuant to Section 3.3(d), at all times for which the Agreement is deemed to be a separate agreement between Supplier and AppDynamics, such separate Agreement shall fully incorporate the changes set forth in Section C of this Addendum. For clarity, nothing in this Addendum will amend the Agreement as between Supplier and Cisco, or such parties' rights and obligations thereunder.

C.   AMENDMENT. The Agreement, as between D&B and AppDynamics, is hereby amended as follows:

1.   Section 16 (Confidential Information; Publicity) is hereby amended and replaced in its entirety with the following:

16.1 <u>Scope and Restrictions</u>. "Confidential Information" means all information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**") that is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential due to the nature of the information and the circumstances surrounding the disclosure. The Receiving Party will: (a) not use the Disclosing Party's Confidential Information for any purpose outside of this Agreement; (b) not disclose such Confidential Information to any person or entity, other than its affiliates, employees, consultants, agents and professional advisers who have a "need to know" for the Receiving Party to exercise its rights or perform its obligations hereunder, provided that such affiliates, employees, consultants, and agents are bound by agreements or, in the case of professional advisers, ethical duties respecting such Confidential Information in accordance with the terms of this Section 16; and (c) use reasonable measures to protect the confidentiality of such Confidential Information. If the Receiving Party is required by applicable law or court order

to make any disclosure of such Confidential Information, it will first give written notice of such requirement to the Disclosing Party, and, to the extent within its control, permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in its Confidential Information, and provide cooperation to the Disclosing Party in seeking to obtain such protection.

16.2 <u>Exclusions</u>. This Section 16 will not apply to information that the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt without any restriction on its disclosure; (b) is or has become public knowledge or publicly available through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (d) is independently developed by employees of the Receiving Party who had no access to such information.

16.3 <u>EQUITABLE RELIEF</u>. The Receiving Party acknowledges that unauthorized disclosure of the Disclosing Party's Confidential Information could cause substantial harm to the Disclosing Party for which damages alone might not be a sufficient remedy and, therefore, that upon any such disclosure by the Receiving Party, the Disclosing Party may seek appropriate equitable relief in addition to whatever other remedies it might have at law or equity.

2. With respect to Section 26 (Notice), AppDynamics address for notice shall be the following:

To AppDynamics:
AppDynamics LLC
303 Second Street, North Tower, 8th Fl
San Francisco, CA 94107

II. CONFLICTS. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern. Except as expressly modified herein, the terms of the Agreement shall remain in full force and effect.

III. AUTHORITY. The person signing this Amendment for each party represents that s/he is duly authorized by all necessary and appropriate corporate action to enter into this Amendment on behalf of such party.

IV. LAW AND JURISDICTION. The parties agree that this Amendment and any dispute arising hereunder shall be governed by the laws of the State of Delaware to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Amendment or its subject matter or formation.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment Effective Date.

AppDynamics:	D&B:
Signature: *George Karamanos* DocuSigned by: EADD3AC1EE6B486	Signature: *Sally Slarke* DocuSigned by: B1F22AB41996481...
Name: George Karamanos	Name: Sally slarke
Title: General Counsel	Title: VP Sales
Date: December 18, 2019	Date: December 18, 2019