

## **Participating Addendum To Application Service Provider Agreement**

This Participating Addendum dated December 18, 2019, by and between AppDynamics LLC ("AppDynamics") and Intrado Digital Media, LLC (successor in interest of InXpo, Inc.) ("Intrado") (the "Addendum"), supplements the Application Service Provider Agreement, as amended (the "Agreement"), dated May 13, 2009, by and between InXpo, Inc. (the "Supplier," "Host," or "Application Service Provider") and Cisco Systems, Inc. and its Affiliates ("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' purchases of Software 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 access and use the Service pursuant to Section 5.1 of the Agreement; (iii) pursuant to Section 5.1, 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 is hereby amended as follows:

1. The term "Cisco" throughout the Agreement shall be a reference to "AppDynamics."
2. Section 3.2 (Application Service Provider Services) is hereby amended and restated in its entirety with the following:

Application Service Provider shall provide the services described in Schedule A or the applicable SOW or order form ("Service") to Cisco. Application Service Provider, at its own expense, shall provide all data transmission capacity (bandwidth), disk storage, server capacity and other hardware and software required to provide the Service to Cisco. Cisco, at its own expense, shall provide the Cisco Content and Data.

3. Section 11.1 (Term) is hereby amended and restated with the following:

This Agreement shall begin on December 18, 2019 and will continue until terminated in accordance with the terms of the Agreement.

4. Section 12.3 is hereby deleted.

5. With respect to Section 23.1, AppDynamics address for notice shall be the following:

To AppDynamics:  
AppDynamics LLC  
303 Second Street, North Tower, 8<sup>th</sup> 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 California 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.

<b>AppDynamics LLC:</b>	<b>Intrado Digital Media, LLC:</b>
Signature: <small>DocuSigned by:</small> <i>George Karamanos</i> <small>EADD3AC1FF6B48C...</small>	Signature: <small>DocuSigned by:</small> <i>Ben Chodor</i> <small>550F339F40374AD...</small>
Name: George Karamanos	Name: Ben Chodor
Title: General Counsel	Title: President
Date: December 19, 2019	Date: December 19, 2019