



**AMENDMENT #7**  
**CONTRACT #000000000000000000012921**

This is an Amendment to the Contract (the "Contract") entered into by and between the Indiana Office of Technology (the "State") and CISCO SYSTEMS, INC (the "Contractor") approved by the last State signatory on June 27, 2012.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Contract is hereby extended for an additional period of twenty-four (24) months. It shall terminate on June 26, 2026.
2. The State has decided to enroll in two additional programs under this Contract. The purpose of this Amendment #7 to add terms for those programs as included in Exhibit 7-A and **Exhibit 7-B**, attached hereto and incorporated herein.

All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5**

**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractssearch/>.

**In Witness Whereof**, Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

CISCO SYSTEMS, INC

DocuSigned by:  
By: *Jenn Pate*  
067AE6A86D1D40C...

Indiana Office of Technology

DocuSigned by:  
By: *Todd Baxter - 00067*  
76B0B23B8AF54DA...

Title: Authorized Signatory

Title: Deputy Chief Operating Officer

Date: 4/28/2023 | 16:24 EDT

Date: 5/1/2023 | 10:39 EDT

Electronically Approved by: (if applicable) Indiana Office of Technology  By: _____ (for) Tracy E. Barnes, Chief Information Officer	Electronically Approved by: Department of Administration  By: _____ (for) Rebecca Holw erda, Commissioner
Electronically Approved by: State Budget Agency  By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality: Office of the Attorney General  By: _____ (for) Theodore E. Rokita, Attorney General



## Offer Description: ThousandEyes

This Offer Description (the **“Offer Description”**) describes the ThousandEyes cloud service (**“ThousandEyes”** or the **“Cisco Technology”**). Your use of the Cisco Technology is governed by this Offer Description and the Cisco End User License Agreement located at [www.cisco.com/go/eula](http://www.cisco.com/go/eula) (or similar terms existing between you and Cisco) (the **“Agreement”**). If capitalized terms are not defined in this Offer Description, then they have the meaning given to them in the Agreement or order(s).

### 1. Description

The Cisco Technology is a suite of Cloud Services designed to help You measure and monitor the availability and performance of web applications, hosted services and networks. The Documentation describing the Cisco Technology in greater detail is located at: <https://docs.thousandeyes.com/>.

### 2. Data Protection and Use

Cisco processes, uses and protects all categories of data in connection with Your use of the Cisco Technology in accordance with applicable privacy and data protection laws, and as described in more detail at [Cisco’s Security and Trust Center](#). The [ThousandEyes Privacy Data Sheet](#) describes the specific Personal Data that Cisco collects and processes as part of the delivery of the Cisco Technology.

### 3. Support & Maintenance

During the Usage Term, ThousandEyes will provide support services as described in the Support Services Policy located at: <https://www.thousandeyes.com/legal/support>.

### 4. Embedded License Restrictions

If You receive license entitlements (“Capacity”) to the Cisco Technology under the Product ID “TE-EMBEDDED” (typically included as part of another Cisco offering, e.g., Cisco DNA Advantage or Cisco DNA Premier), You may only use such Capacity for tests generated from Enterprise Agent vantage points. You may not use such Capacity with Cloud Agents or any other vantage points. Enterprise Agents and Cloud Agents are both described in detail in the Documentation referenced above.



## Offer Description: AppDynamics

This Offer Description (“**Offer Description**”) describes the AppDynamics Software and Cloud Service. Your use of the AppDynamics Software and Cloud Service is governed by this Offer Description and the Cisco End User License Agreement located at [www.cisco.com/go/eula](http://www.cisco.com/go/eula) (or similar terms existing between You and Cisco) (“**EULA**”, and collectively the “**Agreement**”). Capitalized terms used in this Offer Description and not otherwise defined herein have the meaning given to them in the Agreement.

- 1. Description.** The AppDynamics Software and Cloud Service monitors and analyses the performance of applications, websites, databases and IT infrastructure as described in the Documentation (available at <http://docs.appdynamics.com>).
- 2. Use Limitations.** In addition to the limitations and restrictions set forth in Sections 3.1 and 3.2 of the EULA, You will not (and will not authorize any third-party to): (a) publish the results of any benchmarking tests run on the AppDynamics Software or Cloud Service; (b) use AppDynamics Test & Dev Edition in any environment other than test-only, non-production environments; or (c) configure the AppDynamics Software or Cloud Service to collect any (1) social security numbers or other government-issued identification numbers, (2) unencrypted passwords or other authentication credentials, (3) health information, biometric data, genetic data, or any other such information subject to the Health Insurance Portability and Accountability Act (HIPAA) or similar requirements, (4) payment/financial information or any other such information subject to the Payment Card Industry Data Security Standard, (5) any data relating to a person under the age of 13 years old, or (6) any other data that is subject to regulatory or contractual handling requirements pursuant to the Gramm-Leach-Bliley Act. The AppDynamics Software and Cloud Services are subject to the additional license entitlements and restrictions set forth in the Documentation. Cisco’s Software License Portability Policy and Software License Transfer and Re-Use Policy do not apply to the AppDynamics Software and Cloud Service.
- 3. Open Source and Third-Party Software.** Open source and third-party software, along with applicable license terms, are available at <https://docs.appdynamics.com/display/DASH/Legal+Notices>, and may only be used as prescribed in the Documentation. This Section 3 replaces Section 3.6 (Open Source Software) in the EULA.
- 4. Subscription Renewal.** Section 2.6 of the EULA does not apply to the AppDynamics Software and Cloud Service.
- 5. Services.** The AppDynamics Service offerings are described in Appendix A. All Services will be rendered on a time and materials basis. Travel and living expenses are not included in the Services fees. If not used, pre-purchased Services and pre-paid expenses expire 12 months after the date purchased. Services will be performed on business days (in the location where the Services are delivered). Services provided with Your approval on (a) Saturdays, or during a business day that exceed the local working hours, will be charged at 1.5x the agreed rate, or (b) on Sundays or national holidays will be charged at 2x the agreed rate.
- 6. MySQL.** Oracle Corporation is a third-party beneficiary under the Agreement solely with respect to the MySQL database included with the AppDynamics Software or Cloud Service.
- 7. Support and Maintenance.** Subject to Your payment of the applicable fees, AppDynamics will provide support and maintenance for the AppDynamics Software and Cloud Service as described at [https://legal.appdynamics.com/Enterprise\\_Support\\_10.2021.pdf](https://legal.appdynamics.com/Enterprise_Support_10.2021.pdf). References to “End User” shall mean You.
- 8. SLA.** The Cloud Service is provided with the Availability SLA described at [https://legal.appdynamics.com/Enterprise\\_SLA\\_2019.09.16.pdf](https://legal.appdynamics.com/Enterprise_SLA_2019.09.16.pdf). References to “End User” shall mean You.

## Appendix A

- The Services offering for the AppDynamics Bundle is located at: [https://legal.appdynamics.com/AppDynamics Bundle Remote Services Offering 10October2017.pdf](https://legal.appdynamics.com/AppDynamics_Bundle_Remote_Services_Offering_10October2017.pdf) and a description of the applicable Service Module is located at:  
[https://legal.appdynamics.com/SOW\\_AppDynamics\\_Standard-Foundation.pdf](https://legal.appdynamics.com/SOW_AppDynamics_Standard-Foundation.pdf)
- The Services offering for the AppDynamics Accelerator is located at: [https://legal.appdynamics.com/AppDynamics Accelerator Services Offering 10October2017.pdf](https://legal.appdynamics.com/AppDynamics_Accelerator_Services_Offering_10October2017.pdf) and a description of the applicable Service Modules are located at:  
[https://legal.appdynamics.com/SOW\\_AppDynamics\\_Standard-Foundation.pdf](https://legal.appdynamics.com/SOW_AppDynamics_Standard-Foundation.pdf)  
[https://legal.appdynamics.com/SOW\\_AppDynamics\\_Standard-Modular-Sprint.pdf](https://legal.appdynamics.com/SOW_AppDynamics_Standard-Modular-Sprint.pdf).
- The Services offering for the AppDynamics Visibility Pack is located at: [https://legal.appdynamics.com/AppDynamics Visibility Pack September 2018.pdf](https://legal.appdynamics.com/AppDynamics_Visibility_Pack_September_2018.pdf) other than:  
for the AppDynamics Visibility Pack for SAP Peak for SaaS, for which the Services offering is located at:  
[https://legal.appdynamics.com/AppDynamics Visibility Pack SAP SaaS Nov 2020.pdf](https://legal.appdynamics.com/AppDynamics_Visibility_Pack_SAP_SaaS_Nov_2020.pdf)  
for the AppDynamics Visibility Pack for SAP Peak for On-Prem, for which the Services offering is located at:  
[https://legal.appdynamics.com/AppDynamics Visibility Pack SAP On Prem Nov 2020.pdf](https://legal.appdynamics.com/AppDynamics_Visibility_Pack_SAP_On_Prem_Nov_2020.pdf)  
for the AppDynamics Visibility Pack for Cloud Migrations and AppDynamics Visibility Pack for Mobile Applications, for which the Services offering is located at:  
[https://legal.appdynamics.com/AppDynamics SaaS Visibility Pack Cloud Migration and Mobile Applications Aug 2020.pdf](https://legal.appdynamics.com/AppDynamics_SaaS_Visibility_Pack_Cloud_Migration_and_Mobile_Applications_Aug_2020.pdf).