Offer Description - Product

AppDynamics

This Offer Description is part of the Cisco End User License Agreement or similar terms existing between You and Cisco (the “Agreement”). For clarity, some Offer Descriptions were previously called Supplemental End User License Agreements (“SEULAs”). You should interpret references to SEULAs in the Agreement as references to the Offer Descriptions. Capitalized terms not defined in this document are as defined in the Agreement.

1. Summary

AppDynamics software can be either deployed on premises (“Software”) or accessed from the cloud (“Cloud Service”) (collectively, the “Product”). The Product monitors and analyses the performance of applications, websites, databases and IT infrastructure as described in the Documentation available at http://docs.appdynamics.com, which may be updated from time to time.

2. Support and Other Services

Your purchase of the Product includes AppDynamics Enterprise Support.

3. Performance Standards

The Cloud Service is subject to the Service Level Agreement (SLA) available at https://legal.appdynamics.com/AppDynamics_cSaaS_SLA.pdf. The SLA does not apply to the Software.

4. Data Protection

Privacy Data Sheets. The Privacy Data Sheets for AppDynamics Software and AppDynamics SaaS Products available at Cisco’s Trust Portal describe the Personal Data that Cisco collects and processes as part of delivering the Product.

5. Special Terms

5.1 License Entitlements and Restrictions. These use limitations and restrictions are Additional Conditions of Use under Section 3.2 of the Agreement (Cloud Services) and are subject to the terms set forth under Section 9.3(b) or similar of the Agreement, You will not (and will not authorize any third party to) configure the Product 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, generic data, or any other similar data, including any information subject to the Health Insurance Portability and Accountability Act (HIPAA) or similar laws, (4) payment, financial or similar information, including any information subject to the Payment Card Industry Data Security Standard, (5) data relating to a person under the age of 13 years old, (6) data that is classified as sensitive data, or special category data, under applicable laws, or (7) data that is subject to regulatory or contractual handling requirements pursuant to the Gramm-Leach-Bliley Act. The Product is subject to the additional license entitlements and restrictions set forth in the Documentation.

5.2 Subscription Renewal. Section 2.6 of the Agreement does not apply to this Product.

5.3 Cisco’s Software License Portability Policy and Software License Transfer and Re-Use Policy do not apply to the Product.

5.4 Additional Obligations for Software. If You purchase the Software, You must download, install, and host it in Your environment, where You will exercise exclusive control over it and ensure appropriate back-ups are done. You will maintain the Software in a secured environment accessible only to Your Authorized Third Parties and Users. You will replace or patch the Software when new releases become available, and You will not (and will not authorize any third party) to publish the result of any benchmarking tests run on it. You will
implement and maintain appropriate technical and organizational measures designed to protect the Software against accidental loss, destruction or alteration, unauthorized access, or unlawful destruction. Oracle Corporation is a third-party beneficiary under the Agreement solely with respect to the MySQL database included with the Software.

5.5 The following products and support, which may be included with Your purchase, are governed by the terms and conditions located at https://www.snpgroup.com/en/eula/ or any superseding agreement between You and Datavard AG, Germany and/or SNP Deutschland GmbH (collectively “SNP”): SNP CrystalBridge Monitoring (formerly known as Datavard Insights) licensed under the “SAP Peak Bundle,” “Enterprise Edition for SAP Solutions Bundle,” or “SAP Peak or Enterprise Edition for SAP Solutions Bundle” software suites; and support for such software suites from SNP.