



Offer Description – Product AppDynamics

This Offer Description is part of the [General Terms](#) or similar terms existing between You and Cisco (e.g., the End User License Agreement) (the “**Agreement**”). Capitalized terms, unless defined in this Offer Description, have the meaning in the Agreement. Any references to the Supplemental User License Agreement or SEULA mean Offer Description.

1. Summary

This Offer Description is for the AppDynamics Cloud Service and Software, as described more fully in the Documentation available at <http://docs.appdynamics.com> (collectively, the “**Product**”). This Product is a monitoring and analysis platform, which is provided to You, at Your option, as a Cloud Service or Software (On-Premise). The Product provides performance monitoring and analysis of applications, websites, databases and IT infrastructure.

2. Support and Other Services

During the Use Term, Cisco will provide support services for the Product as described at [AppDynamics Enterprise Support](#).

3. Performance Standards

The [Service Level Agreement](#) applies to Your use of the Cloud Service. The SLA does not apply to the Software.

4. Data Protection

The Product’s [Privacy Data Sheets](#) describe the Personal Data that Cisco collects and processes as part of offering the Product.

5. Special Terms

5.1 Additional Limits on Usage. In addition to any usage limits described in the Agreement and Documentation, You will not (and will not authorize any third party to) configure the Product to intentionally 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, (4) payment, financial, insurance or similar information, (5) data relating to a person under the age of 13 years old, or (6) data that is classified as sensitive data, or special category data, under applicable laws. A breach of this Section 5.1 is considered a misuse of Cisco’s intellectual property rights.

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

5.3 Additional Obligations for Software.

- (A) If You purchase the Software version of the Product, You must download, install, and host it in Your environment, where You will exercise exclusive control over it and ensure appropriate back-ups of Your Data are done.

Controlled Doc. # EDM-123764937 Ver: 7.0 Last Modified: Mon Feb 05 01:00:00 PDT 2024

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- (B) You will maintain the Software in a secured environment accessible only to Your Authorized Third Parties and Users.
 - (C) You will replace or patch the Software when new releases become available.
 - (D) You will not (and will not authorize any third party to) publish the result of any benchmarking tests run on it.
 - (E) 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.
 - (F) Oracle Corporation is a third-party beneficiary under the Agreement solely with respect to the MySQL database included with the Software.
- 5.4 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.