



Offer Description

Splunk 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 applies to the Splunk AppDynamics Cloud Service and Software (as described more fully in the Documentation available at <http://docs.appdynamics.com>) and any Cisco Offer that references this Offer Description (collectively, the “**Cisco Offer**”). This Cisco Offer is provided to You, at Your option, as a Cloud Service or Software (On-Premise).

2. Support and Other Services

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

3. Performance Standards

The [Service Level Agreement for Splunk AppDynamics Cloud Service](#) (“SLA”) applies to Your use of the Cloud Service. The SLA does not apply to the Software version of the Cisco Offer.

4. Data Handling

The [Disclosure Documents](#) for Splunk AppDynamics provide information about data handling practices, security controls, and other features specific to this Cisco Offer.

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 Cisco Offer 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, genetic 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 Cisco Offer.

5.3 **Splunk AppDynamics Trial Offers.** If You use or access a Splunk AppDynamics Trial Offer, Your use will be subject to the applicable terms of the [Limited License Agreement](#) in addition to Section 3 (Trial Offers) of the Agreement.

5.4 **Additional Obligations for Software.** If You purchase the Software version of the Cisco Offer:

- (A) You must download, install, and host it in Your environment, where You will exercise exclusive control over such Software and ensure appropriate back-ups of Your Data are done.
- (B) You will maintain the Software in a secured environment accessible only to Your Authorized Users.
- (C) You will promptly 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 or related to the Cisco Offer.
- (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.

5.2 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.