

Offer Description - Product Cisco Cloud Observability

This Offer Description is part of the <u>General Terms</u> or similar terms existing between You and Cisco (e.g., the End User License Agreement) (the "**Agreement**"). Capitalized terms, unless defined in this document, have the meaning in the Agreement. Any references to the Supplemental End User License Agreement or SEULA mean Offer Description.

1. Summary

This Offer Description is for Cisco Cloud Observability powered by the Cisco Observability Platform (the "Product"). The Product is a Cloud Service application that runs on the Cisco Observability Platform ("COP Application") that provides performance monitoring for Your cloud-native environments as described in the Documentation available at https://docs.appdynamics.com, which Cisco may update from time to time.

2. Support and Other Services

- 2.1 Support. Your purchase of the Product includes AppDynamics Enterprise Support.
- 2.2 COP Application and Module Prerequisites. You may purchase select COP Application(s) and Modules as an optional add-on. Modules are code, user experiences, or solution packages that function as add-ons to or otherwise enhance an existing COP Application. Use of the Product and other COP Applications requires an active license for the Cisco Observability Platform, and use of the Modules requires active licenses for both Cisco Observability Platform and the applicable COP Application. In addition to the terms of the Agreement, end users are also subject to any terms applicable to the Module(s) they use, whether those are supplemental Cisco terms or the respective third-party terms.

3. Performance Standards

Service Level Agreement. This Product is subject to the <u>Cisco Observability Platform & COP Application(s)</u> <u>Service Level Agreement.</u>

4. Data Protection

The <u>Cisco Cloud Observability Privacy Data Sheet</u> describes the Personal Data that Cisco collects and processes as part of delivering 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 5.2 is considered a misuse of Cisco's intellectual property rights.
- 5.2 **Policy Application.** Cisco's Software License Portability Policy and Software License Transfer and Reuse Policy do not apply to this Product.