Offer Description – Product
Cisco Full-Stack Observability Platform

This Offer Description is part of the 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.

All references to End User in the support documentation and SLA mean You and do not include FSO Platform Partners. FSO Platform Partners are entities that Cisco authorizes to build code, user experiences, or solution packages that function as add-ons to or otherwise enhance an existing application ["Module(s)"].

1. Summary
Cisco Full-Stack Observability Platform (the “Product”) is an extensible platform that enables observability experiences, as more fully described in the Documentation available at https://docs.appdynamics.com and https://developer.cisco.com/docs/fso/ (which Cisco may update from time to time).

2. Support and Other Services
2.1 End User Support. Your purchase of the Product includes the following support: https://legal.appdynamics.com/AppDynamics_Enterprise_Support.pdf.

2.2 FSO Platform Partner Support. Cisco will use commercially reasonable efforts to provide support for the Product as outlined in Cisco’s FSO Platform Partner Program Terms. This support is distinct from the support that Cisco provides to end users of the Product.

3. Performance Standards
Service Level Agreement. This Product is subject to the Service Level Agreement available at https://legal.appdynamics.com/Cisco_FSO_CNAO_SLA.pdf.

4. Data Protection
4.1 Personal Data. Cisco processes, uses, and protects data in connection with Your use of the Product in accordance with applicable privacy and data protection laws, and as described in more detail at Cisco’s Security and Trust Center at https://trustportal.cisco.com.

4.2 Privacy Data Sheet. The Privacy Data Sheet available at https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/19671523913346557 describes the Personal Data that Cisco collects and processes as part of delivering the Product.

4.3 Your Obligations and Consent. You are responsible for any and all activities related to Your account, including but not limited to maintaining the confidentiality of any non-public authentication credentials associated with use of Cisco Technology. You understand and agree that Your disclosure of such credentials to a third party constitutes Your consent to collection, processing, or sharing of Your data by such third party, and that Cisco will not be liable in connection with Your disclosure of such credentials.

5. Special Terms
5.1 Right to Use. 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 FSO Platform Partner terms. If You want to use the Product as a FSO Platform Partner, in addition to the terms in the Agreement governing such use, You must agree to additional FSO Platform Partner Program Terms, which Cisco will provide to You for review.
and execution provided that the FSO Platform Partner Program is available at the time of Your inquiry. In the event of a conflict between the terms of the Agreement, this Offer Description, and the FSO Platform Partner Program Terms, the FSO Platform Partner Program Terms control, then this Offer Description, then the Agreement.

5.2 Use Limitations 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) 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, genetic 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, including token usage term and allocation, set forth in the Documentation.

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

5.4 Policy Application. Cisco’s Software License Portability Policy and Software License Transfer and Re-Use Policy do not apply to this Product.