



## Offer Description – Product

# Cisco Observability Platform

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 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 the Cisco Observability Platform (“**COP**” or “**Product**”). The Product is an extensible Cloud Service platform that enables observability experiences, as more fully described in the Documentation available at <https://docs.appdynamics.com> and <https://developer.cisco.com/docs/cisco-observability-platform>.

All references to End User in the support documentation and SLA mean You and do not include COP Partners. COP 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 COP Application (“**Module(s)**”).

### 2. Support and Other Services

**2.1 End User Support.** Your purchase of the Product includes [Enterprise Support](#).

**2.2 COP Partner Support.** For COP Partners, Cisco will use commercially reasonable efforts to provide support for the Product as outlined in the COP Partner Program Terms. This support is distinct from the support that Cisco provides to end users of the Product.

**2.3 COP Application and Module Prerequisites.** You may purchase select applications that run on the Product (“**COP Application(s)**”) and Modules as an optional add-on. Use of COP Applications requires an active license for the Product and use of the Modules requires active licenses for both the Product 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 COP Partner terms.

### 3 Performance Standards

**Service Level Agreement.** The Product is subject to the [Cisco Observability Platform & COP Application\(s\) Service Level Agreement](#).

### 4 Data Protection

**4.1 Privacy Data Sheet.** The [Cisco Observability Platform Privacy Data Sheet](#) describes the Personal Data that Cisco collects and processes as part of delivering the Product.

**4.2 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

- 5.3 **COP Partner Program.** If You want to use the Product as a COP Partner, in addition to the terms in the Agreement governing such use, You must agree to additional COP Partner Program Terms, which Cisco will provide to You for review and execution provided that the COP Partner Program is available at the time of Your inquiry.
- 5.4 **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 5.3 is considered a misuse of Cisco's intellectual property rights.
- 5.5 **Policy Application.** Cisco's Software License Portability Policy and Software License Transfer and Re-Use Policy do not apply to this Product.
- 5.6 **Order of Precedence.** In the event of a conflict between the terms of the Agreement, this Offer Description, and the COP Partner Program Terms, the COP Partner Program Terms control, then this Offer Description, then the Agreement.