



MSLA Product Terms for AppDynamics Cloud Service

These Product Terms are for AppDynamics Cloud Service product (“Cloud Service”). These terms take precedence over any conflicting terms in the MSLA and EULA. All references to End User in these Product Terms’ ancillary or supplemental terms, such as the linked documents under Sections 2 (Maintenance and Support) and 3 (Performance Standards), means You and not Your End Users.

1. Summary

The Cloud Service monitors and analyses the performance of applications, websites, databases and IT infrastructure as described in the Documentation available at <https://docs.appdynamics.com>, which may be updated from time to time.

2. Maintenance and Support

Cisco will provide You with maintenance and support for the Cloud Service. “Support” is defined as Cisco’s obligations to respond to Your support requests as described at https://legal.appdynamics.com/AppDynamics_Enterprise_Support.pdf. Cisco will not have any obligation to provide Support directly to Your End Users but may elect to do so at Cisco’s discretion upon Your request.

3. Performance Standards

The Cloud Service comes with the Service Level Agreement available at https://legal.appdynamics.com/AppDynamics_cSaaS_SLA.pdf.

4. Special Terms

- 4.1 If Service Provider uses the AppDynamics Cloud Service to provide Software Services to any End User who is a current AppDynamics customer or has been an AppDynamics customer within the past ninety (90) days (either, a “Prior AppDynamics Customer”), Service Provider will be required to purchase migration services for the migration of such Prior AppDynamics Customer into MSLA Program (the “Migration Services”). Fees for the Migration Services shall be based upon the number of active agents, as applicable, previously purchased by such Prior AppDynamics Customer.
- 4.2 Cisco expressly disclaims any warranty that the Cloud Service will be compatible or work with Your software or any End User or third party software or hardware.