



## Offer Description – Product

# Cisco Secure Workload as a Service

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

Cisco Secure Workload as a Service (the “**Product**”) provides workload protection and endpoint visibility for multicloud data centers, enabling customers to manage workloads securely and consistently. Secure Workload is cloud and infrastructure agnostic, providing consistent protection in heterogeneous environments.

### 2. Support and Other Services

2.1 **Support.** Your purchase of the Product includes Basic [Cisco Software Support Services](#).

2.2 **Cisco SecureX.** The Product includes access to Cisco SecureX, Cisco’s integrated security platform that aggregates threat intelligence (through SecureX threat response, also known as Cisco Threat Response), unifies visibility across various Cisco and third-party security products, enables automated workflows, and more. For more information on SecureX, please see the [SecureX Offer Description](#).

### 3. Performance Standards

**Service Level Agreement.** The Service Level Agreement (“**SLA**”) attached to this Offer Description applies to the Product.

### 4. Data Protection

**Privacy Data Sheets.** The Privacy Data Sheets for [Cisco Secure Workload as a Service](#) and [Cisco SecureX](#) describe the Personal Data that Cisco collects and processes as part of delivering the Product.

### 5. Special Terms

**Cisco Secure Workload APIs.** Secure Workload includes “Secure Workload APIs” as additional functionality subject to these additional terms, which you agree to if you use them.

- (A) You are licensed to use and make calls to the Secure Workload APIs for the sole purpose of developing and implementing software applications that work, communicate, or interact with Your licensed Secure Workload products.
- (B) You agree not to assert any of your intellectual property developed with use of and/or used with the Secure Workload APIs against Cisco or any of its affiliates, customers, resellers, distributors, or other licensees of the Secure Workload APIs for making, having made, using, selling, offering for sale, or importing:
  - (1) any products or services implementing, interfacing with, or operating in combination with the Secure Workload APIs; or
  - (2) any applications developed using the Secure Workload APIs.



## Service Level Agreement

# Cisco Secure Workload as a Service

This Service Level Agreement (“**SLA**”) applies to Cisco Secure Workload as a Service (“**Secure Workload**”). If capitalized terms are not defined in this SLA, then they have the same meaning as under the Offer Description.

### 1. Service Level

Cisco will use commercially reasonable efforts to deliver Secure Workload so that the Core Services meet or exceed the performance standards described below (“**Service Level**”). Subject to the terms of this SLA, You are eligible for Service Credits if Cisco fails to meet the Service Level.

<b>Service Level</b>	During each Measurement Period, the Availability of the Core Services will be 99.95% or greater
<b>Measurement Period</b>	One calendar month

### 2. Service Credits

2.1 **Service Credits.** If Cisco fails to meet the Service Level for a given Measurement Period, Cisco will issue You a Service Credit consistent with the table below.

Availability Percentage	Service Credit (in days)
<99.95% and $\geq 99.9\%$	1 day
<99.9% and $\geq 99.0\%$	3 days
<99%	7 days

#### 2.2 Service Credit Computation Example.

(A) For example, if during a 31-day month, two outages occur – one outage lasted 61 minutes and another outage lasted for 15 minutes, then the Service Level will be calculated as described below:

(B) Total Service Time = 44,640 minutes (31 (days in Measurement Period) \* 24 hours \* 60 minutes)

(C) Total Qualifying Outage = 61 minutes

(D) Availability (%) = 99.89%  $((44,640 - 61) * 100) / 44,640$

(E) In this example, the Service Credit payable to You, if requested, would be an amount equal to 3 days added to the end of Your existing Usage term.

#### 2.3 Service Credit Limitations

(A) No Service Credit will be payable during the first Measurement Period of each subscription term. The aggregate maximum Service Credit for any Measurement Period will not exceed 7 days. Service Credits may not be exchanged for or converted into monetary amounts.

(B) These Service Credits are Your only remedy if the Core Services do not meet the Service Level.

### 3. Claims Procedure

3.1 To receive a Service Credit, You must:

- (A) be up to date on payment of all applicable fees;
- (B) promptly notify Cisco of a Qualifying Outage when You become aware of or reasonably suspect one by opening a Helpdesk/TAC ticket, and the Qualifying Outage shall begin as soon as the Cisco representative confirms the failure; and
- (C) request a Service Credit no more than 30 days after the end of the applicable Measurement Period, otherwise the right to receive a Service Credit will be automatically waived.

3.2 You must submit a claim in writing via Support ticket.

3.3 If You purchased Secure Workload from a Cisco Partner, You may claim Service Credits or the Cisco Partner may claim them on Your behalf.

3.4 If there is a dispute about whether a Qualifying Outage has occurred, Cisco will decide in good faith based on our system logs, monitoring reports, and configuration records. If You have supporting information for Your claim that You want Cisco to consider, You should provide this information with Your claim.

## 4. Issuance

4.1 **Review.** Cisco will use commercially reasonable efforts to review and issue earned Service Credits within 30 calendar days of confirming that You are entitled to those Service Credits.

4.2 **Service Credits- Service Days.** Service Credits that Cisco issues will be added to the end of Your existing Usage Term. You will be responsible for arranging adjustments to the term for any other Cisco Technology or Services that depend on Secure Workload (which may have a fee). You cannot convert Service Credits to general credits or refunds, and You cannot sell, transfer, or assign such Service Credits. Cisco will use commercially reasonable efforts to notify the Cisco Partner of the awarded Service Credits.

## 5. Non-Qualifying Outages

It is not a Qualifying Outage and You will not be eligible for Service Credits if Cisco fails to meet the Service Level for any of the following reasons:

- (A) Scheduled maintenance or emergency maintenance ('emergency maintenance' is unscheduled maintenance where Cisco performs work to prevent or mitigate an outage or degradation of Secure Workload or to prevent or mitigate a security incident);
- (B) Due to Your integrations (including those created using Cisco APIs) or any applicable third-party software, hardware, or services not provided by Cisco;
- (C) You are using a beta, evaluation, or trial version of Secure Workload;
- (D) Your failure to (1) use Secure Workload or perform responsibilities in accordance with Your applicable agreement (e.g., EULA or General Terms), Offer Description, Enterprise Agreement, or the Documentation, or (2) apply updates or upgrades when made available; or
- (E) Factors outside of our reasonable control, such as events described as Force Majeure in Your applicable agreement, Internet outages, pandemics, acts of government, industry-wide shortages, failures, or delays of common carriers.

## 6. Definitions

"Availability" is calculated as follows and converted into a percentage.

$$\frac{\text{Total Service Time} - \text{Total Outage Time}}{\text{Total Service Time}}$$

**“Core Services”** means the following Control Plane and the Management Plane functionality:

- Control Plane: Build and maintain inventory ingestion and indexing, application dependency mapping (ADM), and policy computation
- Management Plane: Configuration management and monitoring. This excludes integration through KAFKA and/or APIs

**“Qualifying Outage”** means a loss/unavailability of the Core Services for a period of a consecutive 60 minutes or more. Intermittent outage(s) for a period of fewer than 60 minutes and outages excused under Section 5 will not be counted as a Qualifying Outage.

**“Service Credits”** means additional days Cisco will add to Your Secure Workload Usage Term (“Service Days”). The applicable Service Credit type and amount is listed in the table in Section 2.

**“Total Outage Time”** means the aggregate total time for all Qualifying Outages during a Measurement Period (rounded upward to the nearest minute). To calculate Total Outage Time, each Qualifying Outage will:

- (A) Begin when Cisco logs an incident ticket based upon confirming a Qualifying Outage You report to Cisco with sufficient information for Cisco to confirm the outage; and
- (B) End when the Core Services are restored.

**“Total Service Time”** means the total number of minutes in a Measurement Period (calculated by multiplying 60 (minutes) by 24 (hours) by the number of calendar days in the Measurement Period).