

Cisco Secure MSP Center Terms of Use

Please read these terms of use and the [applicable Product Term\(s\)](#) incorporated herein by reference (the “**Agreement**”) carefully. This Agreement is between You and Cisco Systems, Inc., or its applicable Affiliates (“**Cisco**”) and governs Your access to and use of the Service(s) You purchase on [Cisco Secure MSP Center](#) (“**MSP Center**”). Capitalized terms are defined in section 14 (Definitions).

You agree to be legally bound by all terms and conditions in this Agreement through Your creation of an account or access to the Service(s). If You do not have authority to enter into this Agreement or You do not agree with its terms, do not use the Service(s).

1. Billing and Payment

1.1 Fees and Billing. You agree that Cisco may charge Your credit card or invoice You for the fees due monthly in arrears based on the total number of users (or other applicable usage metric) reflected in the relevant console on the last day of each calendar month. You also agree that You will not at any time underreport the usage of any Service. Cisco may provide Your credit card information and related personal data to third parties for payment processing and fraud prevention purposes. To the extent permitted by law, orders are non-cancellable. Fees are set out in Your order confirmation, invoice or in the applicable portal. If You use the Service(s) beyond Your Use Rights or after termination of the applicable Service or this Agreement, Cisco may invoice You and You agree to pay for such additional use.

1.2 Payment. You must pay in full the amounts due that are not charged to Your credit card or other online payment method by the invoice due date.

1.3 Price exclusions. All prices are exclusive of any taxes, fees and duties or other similar amounts, however designated, like value added, sales and withholding taxes levied by a governmental authority. Cisco may gross up the price in any invoice if a required withholding prevents us from receiving the amount specified in such invoice.

1.4 Taxes and duties. Taxes and duties will, when practical, be billed as a separate item. You will pay taxes and duties required by local law related to Your purchase of the Service(s) (except for taxes based on Cisco’s net income). Cisco may adjust the price by an equivalent amount to account for any applicable withholding taxes Cisco must collect. If you do not need to pay taxes, You will give Cisco tax exemption certificates that all relevant taxing authorities will accept.

1.5 Taxes based on enrollment information. Any taxes assessed under this Agreement will be based on the information You provide when You enroll in MSP Center. You agree that Your enrollment in MSP Center (including providing required information) or any subsequent update of Your enrollment, is the equivalent of You submitting an order and Cisco accepting the same, and that Cisco can refuse to maintain an enrollment at any time. If any of Your enrollment information is or becomes inaccurate, You will update Your information on MSP Center as soon as possible and any taxes assessed from that point forward will be based on the new information provided. Moreover, You and Cisco will agree upon the correct application of withholding tax in advance, if applicable. Such agreement is not required for subsequent payments for which the correct application of withholding tax has been previously agreed.

1.6 Overdue or failed payments. If Cisco cannot process payment to the credit card or similar online payment modality You authorized, we may attempt to do so several more times within the following 30 days. If at that 30-day point Cisco still cannot process Your payment, You must pay Cisco within the subsequent 30-day period, after which we may opt to suspend or terminate Your rights under this Agreement (without limiting any other of Cisco’s other rights and remedies). Cisco may suspend or terminate Your rights *immediately* if we have reason to believe that You engaged in any fraudulent behavior as relates to the Services or Your payment modality.

Overdue balances will bear interest from the date due until paid at a rate equal to the lesser of 1% per month or the maximum rate permitted by law. Interest may be subject to costs, fees or taxes as stated in section 1.3 (Price exclusions). The rights in this section are without prejudice to Cisco's other rights.

1.7 Disputing payments. You may dispute a payment in good faith by notifying Cisco in writing before the payment due date and providing details explaining Your dispute. Cisco will work with You in good faith to resolve the dispute. If we are unable to resolve the dispute within 30 days, Cisco may, in its discretion, suspend or terminate this Agreement, including Your Use Rights, after giving You an additional ten days advance written notice.

2. Use Rights

2.1 License and right to use

(A) Cisco grants You, for Your direct benefit, a non-exclusive license to use Software and Cisco Content and right to use the Service(s) in accordance with Your order (collectively, the **"Use Rights"**). Your Use Rights are non-transferable (except Software as permitted under the Transfer Policies).

(B) Your direct benefit includes using the Service(s) to provide Software Services. If You use the Service(s) to deliver those Software Services, You may also use it for Your own internal use.

(C) You are responsible for (a) ensuring that all MSP End Users are informed of and comply with [Cisco's General Terms](#) and (b) those End Users' breach of those General Terms.

2.2 Limits on usage.

You may not:

- (A) transfer, sell, sublicense, monetize or provide the functionality of the Service(s) to any third party, except as authorized by Cisco;
- (B) use the Software on second hand or refurbished Cisco devices or use Software licensed for a specific device on a different device unless authorized by Cisco or permitted under the Transfer Policies;
- (C) remove, change, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks from any Cisco product;
- (D) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of Cisco products; or
- (E) use Cisco Content other than as reasonably needed to exercise Your Use Rights.

2.3 Acceptable use.

You will ensure Your access or use of the Service(s) does not:

- (A) violate applicable laws or the rights of any third party; or
- (B) impede or interfere with the security, stability, availability or performance of any Service, or any other network or service (e.g., denial-of-service attacks, penetration testing or distribution of malware);
- (C) cause an unusual spike or increase in Your use of the Service(s) that negatively affects operation of that Service; or
- (D) submit any information that is not contemplated in the applicable Documentation.

2.4 Suspension. Cisco may suspend Your access to the Service(s) if it reasonably believes that You or an Authorized User have materially breached sections 2.2 (Limits on usage) or 2.3 (Acceptable use).

2.5 Use by third parties.

If You permit Authorized Users to access the Service(s) on Your behalf:

- (A) You will make sure all Authorized Users comply with this Agreement; and
- (B) You are liable for any breach of this Agreement by an Authorized User.

2.6 Interoperability requirements. If required by law, Cisco will promptly provide the information You request to achieve interoperability between applicable Software and another independently created program on terms that reasonably protect Cisco's proprietary

interests.

2.7 Use with third party products. If You use the Service(s) with third-party products, such use is at Your risk. You are responsible for complying with any third-party provider terms, including its privacy policy. Cisco does not support or guarantee integration with third party technologies or services unless they are included as part of the Service(s) or agreed in writing.

2.8 Changes to the Service(s). Cisco may change its Services, typically to enhance it or add features. These changes will not materially reduce the core functionality of the Services.

2.9 Maintaining the Services. Cisco may occasionally perform scheduled maintenance to the Services that disrupts its performance or availability. Cisco will provide advanced notice of planned maintenance when reasonably possible. If Cisco performs emergency maintenance without notice, it will take reasonable steps to reduce any disruption to the Services, but you may find that your access is temporarily suspended.

2.10 Open-source technology. Separate license terms apply to third party open-source technology used in the Service(s) or Cisco products. These open-source terms are found at [Cisco's Open-Source](#) webpage. If You use the Service(s) according to this Agreement, Cisco's use of open-source technology will not impede Your exercise of Use Rights or cause Your software to become subject to an open-source license.

2.11 Protecting Account Access. You will keep all account information up to date, use reasonable means to protect Your account information, passwords, and other login credentials, and promptly notify Cisco of any known or suspected unauthorized use of or access to Your account.

2.12 Support Requirements. The fees You pay Cisco for the Services You use through MSP Center include the support described in the relevant [Product Terms](#). You are responsible for providing front-line support for any Service to Your MSP End Users related to their use, maintenance, support, training, and technical assistance. You may escalate support to Cisco as necessary and in compliance with any support guidelines provided by Cisco, but Cisco does not have any obligation to provide support directly to, or respond to support requests from, an MSP End User.

3. Free trials

3.1 Accessing Free Trials. Cisco may let You access or use the Service(s) or features of the Service(s) on a trial, evaluation, beta, or other free-of-charge basis ("**Free Trial**"). You may only access or use the Free Trial for the period specified ("**Free Trial Period**") and under any additional terms specified by Cisco in writing. If no Free Trial Period is specified, You may only access or use the Free Trial for 60 days after Cisco makes it available to You. Free Trials may not come with support and may be incomplete or have errors. Unless agreed in writing by Cisco, You will not use the Free Trial in a production environment. Cisco may change or terminate a Free Trial at its discretion with reasonable notice.

3.2 Unless agreed by Cisco in writing or required by law, Free Trials are provided "AS-IS" without any express or implied warranties.

4. End of life

Cisco may end the life of a Service, including component functionality, by providing written notice on [MSP Center](#) or Cisco's [End-of-Sale and End-of-Life Products](#) webpage.

5. Confidentiality

5.1 General obligation. A recipient of Confidential Information will protect that Confidential Information using the same standard of care it uses to protect its own confidential information of a similar nature, but no less than a reasonable standard of care. This section (Confidentiality) will not apply to information that:

- (A) is known by the recipient without confidentiality obligations;
- (B) is or has become public knowledge through no fault of the recipient; or
- (C) is independently developed by or for the recipient.

5.2 Permitted recipients. A recipient of Confidential Information will not disclose that information to any third party, except to its employees, Affiliates and contractors who need to know. The recipient is liable for a breach of this section by its permitted recipients and must ensure each of those permitted recipients have written confidentiality obligations at least as restrictive as the recipient's obligations under these terms.

5.3 Required disclosures. The recipient may reveal Confidential Information if required by law (including under a court order) but only after it notifies the discloser in writing (if legally permissible). A recipient will reasonably cooperate with a discloser's reasonably requested protective actions, at the discloser's expense.

5.4 Returning, destroying, and retaining Confidential Information. The recipient will return, delete, or destroy all Confidential Information and confirm in writing it has done so within 30 days of the discloser's written request unless retention is required by law or Confidential Information has been stored in a backup system in the ordinary course of business. Retained Confidential Information will continue to be subject to the obligations in this section for five years, or until the Confidential Information is no longer a trade secret under applicable law.

6. Privacy and security

6.1 Cisco respects Your Data and will access and use it in accordance with the Data Briefs. In addition, if Cisco processes Personal Data or Customer Content, Cisco will do so according to:

- (A) the Data Processing Terms for Personal Data (which are incorporated by reference);
- (B) the security measures described in Cisco's [Information Security Exhibit](#);
- (C) the Privacy Data Sheets applicable to the Service(s); and
- (D) privacy and data protection laws applicable to the Service(s).

6.2 You will ensure Your use of the Service(s) (including collection, processing, and use of Customer Content with the Service(s)) complies with applicable privacy and data protection laws, including industry-specific requirements. You are also responsible for providing notice to, and getting consents from individuals whose data may be collected, processed, transferred, and stored through Your use of the Service(s).

7. Ownership of intellectual property

7.1 Unless agreed in writing, nothing in this Agreement transfers ownership in any intellectual property rights. You keep ownership of Your content and Customer Content, and Cisco keeps ownership of any Software, the Service(s), and Cisco Content.

7.2 Cisco may use any feedback You provide in connection with Your use of the Service(s).

8. Intellectual property indemnity

8.1 Claims. Cisco will defend any third-party claim against You asserting that Your valid use of a Service infringes a third party's patent, copyright, or registered trademark (the "**IP Claim**"). Cisco will indemnify You against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, if You:

- (A) promptly notify Cisco in writing of the IP Claim (failure to promptly notify Cisco only limits Cisco's obligations to the extent it is prejudiced by the delay);
- (B) fully cooperate with Cisco in the defense of the IP Claim; and
- (C) grant Cisco the right to exclusively control the defense and settlement of the IP Claim, and any appeal.

Cisco does not have to reimburse You for attorney fees and costs incurred before Cisco receives notification of the IP Claim. You may retain Your own legal representation at Your own expense.

8.2 Additional remedies. If an IP Claim prevents or is likely to prevent You from accessing or using a Service, Cisco will either get the right for You to continue using that Service or replace or modify it with non-infringing functionality that is at least equivalent. If Cisco determines those options are not reasonably available, then Cisco may terminate Your Use Rights upon written notice to You (and provide a prorated refund, if applicable).

8.3 Exclusions. Cisco has no duty regarding any IP Claim to the extent based on:

- (A) any designs, specifications or requirements provided by You, or on Your behalf;
- (B) modification of the Service (including any Software) by You, or on Your behalf;
- (C) the amount or duration of use made of the Service, revenue You earned, or services You offered;
- (D) combination, operation, or use of the Service with non-Cisco products, software, content, or business processes; or
- (E) Your failure to change or replace the Service as required by Cisco.

8.4 To the extent allowed by law, this section states Your only remedy regarding an IP Claim against You.

9. Performance Standards

9.1 Warranties. Cisco provides these warranties:

Warranty
Cisco warrants that each Service substantially complies with the applicable Documentation starting from commencement of the Service, for the duration of the Service.
Cisco warrants it will use commercially reasonable efforts and methods to deliver the Service(s) free from Malicious Code.
Cisco warrants that the Service(s) will be performed in a workmanlike manner and will materially comply with this Agreement and the Documentation.

To make a claim for breach of these warranties, promptly notify Cisco within the warranty period.

9.2 Qualifications

(A) You may have legal rights in Your country that prohibit or restrict the limitations set out in this section 9 (Performance Standards). This section applies only to the extent permitted under applicable law.

(B) This subsection B (Qualifications) does not apply if Your breach of this Agreement contributes to the breach of warranty, or if the applicable Service:

- (1) has not been used according to its Documentation;
- (2) has been altered, except by Cisco or its authorized representative;

(3) has been subjected to abnormal or improper environmental conditions, accident or negligence, or installation or use inconsistent with Cisco's instructions or the terms on which Cisco supplied it;

(4) is provided under a Free Trial; or

(5) has not been provided by Cisco.

(C) Your sole remedy for breach of a warranty under this section is, at Cisco's option, either:

(1) repair or replacement, or reperformance of the Service; or

(2) a refund of the fees paid for the period in which the Service did not conform.

9.3 Except as provided in this section, and to the extent allowed by law, Cisco makes no express or implied warranties of any kind regarding the Service(s). This disclaimer includes any warranty, condition, or other term as to merchantability, merchantable quality, fitness for purpose or use, course of dealing, usage of trade, or non-infringement. Cisco does not warrant that the Service(s) will be secure, uninterrupted, or error-free. Cisco does not represent or warrant that the Service(s) will guarantee absolute security due to the continual development or new techniques for intruding upon and attacking files, networks, and endpoints. Cisco does not represent or warrant that the Service(s) will protect all Your files, network, or endpoints from all malware, viruses or third-party malicious attacks.

10. Liability

10.1 Excluded liability. Neither party is liable for:

(A) indirect, incidental, reliance, consequential, special, or exemplary damages; or

(B) loss of actual or anticipated revenue, profit, business, savings, data, goodwill or use, business interruption, damaged data, wasted expenditure or delay in delivery (in all cases, whether direct or indirect).

10.2 Liability cap. Each party's entire liability for all claims relating to this Agreement will not exceed 12 times the fees paid or due to Cisco for the applicable Service in the month before the first incident giving rise to such liability. This cap is cumulative for all claims (not per incident) and applies collectively to each party and its Affiliates (not per Affiliate).

10.3 Unlimited liability. Nothing in this section (Liability) limits or excludes liabilities that cannot be excluded or limited under applicable law, or for:

(A) bodily injury or death resulting directly from the other party's negligence;

(B) fraudulent misrepresentation or wilful misconduct;

(C) breach of confidentiality obligations, unless the breach relates to section 6 (Privacy and security);

(D) failure to pay for the Service;

(E) misuse or misappropriation by a party of the other party's intellectual property rights; or

(F) failure to comply with export control obligations.

11. Term and Termination

11.1 Term. Your Use Rights in the Service(s) will automatically renew monthly from the date of Your acceptance of this Agreement until either party terminates pursuant to this section or unless otherwise modified as set forth in section 13.14 (Modifications to agreement) if You do not notify Cisco of your intent *not* to renew in writing at least 24 hours before the end of Your then-current Use Term. To provide such notice, please log into your MSP Center and/or the relevant portal and follow the appropriate instructions. Cisco will notify You reasonably in advance of any renewal pricing changes.

11.2 Material breach. Either party may provide written notice to the other party if the other party materially breaches this Agreement. If the breach remains uncured after 30 days from the date of that notice, the non-breaching party may immediately terminate the

Agreement. You agree that Cisco will invoice You or charge Your credit card and You will pay Cisco any unpaid fees due at the time of termination.

11.3 Termination for Compliance with Laws. Either party may terminate this Agreement immediately upon written notice if continued provision of the Service(s) will result in a violation of section 12 (Trade compliance and restricted software) or 13.5 (Compliance with Laws).

11.4 Termination for Convenience. Either party may terminate this Agreement for its own convenience, at any time, upon 60 days prior written notice to the other party. Except in the event of a termination for uncured material breach, upon MSP's written request, Cisco will continue to provide the Services in accordance with this Agreement (and all provisions of this Agreement will survive) for six months from the date of such notice of termination for convenience. Notwithstanding the foregoing, Cisco is not required to provide the Services beyond the 60-day termination for convenience notice period in the event of a merger, acquisition, or sale of all or substantially all of Cisco's assets.

11.5 Termination for insolvency. Either party may terminate this Agreement and the Services if:

- (A) the other party ceases to carry on business as a going concern;
- (B) the other party becomes insolvent or the subject of bankruptcy proceedings;
- (C) any step is taken for the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, in relation to the other party; or
- (D) the other party has a receiver or similar officer appointed with respect to the whole or a substantial part of its assets.

Each party will inform the other in writing of any threat of the events described in (A) to (D) above which may affect its financial situation.

12. Trade compliance and restricted software

12.1 Trade Compliance. The Service(s) are subject to US and other export control and sanctions laws around the world. These laws govern the use, transfer, export, and re-export of the Service(s). Each party will comply with such laws and obtain all licenses or authorizations it is required to maintain. Please refer to Cisco's trade compliance policies at the [General Export Compliance](#) webpage.

12.2 Restricted Software. If You use a Service that is Restricted Software (US EAR 740.17.b.2), including keys that enable encryption functions, You hereby certify that You (a) are responsible for US and local export licensing when making any crypto activation key or Service available to an MSP End User (including being prepared for pre-shipment inspections); (b) must screen MSP End Users and block any domain name or internet address of a government end user, unless otherwise authorized specifically by US and local license; and (c) must also ensure that (i) MSP End User is notified and understands that the transfer includes cryptographic "software" subject to export controls under the Export Administration Regulations, and that anyone receiving such a transfer cannot export the "software" without a license or other authorization; and (ii) every party requesting or receiving a transfer of such "software" acknowledges affirmatively that the "software" is not intended for use by a government end user (as defined in part 772 of the EAR), unless specifically authorized by US export license.

12.3 MSP Hosted Software. Neither Your primary place of business nor Your data centers used to host the Software Services will be located in any U.S. embargoed country.

12.4 Export Verification. Cisco has the right to verify Your compliance with US and local export control regulations, including but not limited to requesting and inspecting documents and processes, and MSP will assist and make information available to Cisco to facilitate

such verification. In the event Cisco reasonably believes and can provide evidence that You are non-compliant with US and local export control regulations, Cisco has the right to terminate this Agreement immediately with written notice.

13. General provisions

13.1 Survival. Sections 1.2-1.5 (Billing and Payment), 5 (Confidentiality), 6 (Privacy and security), 7 (Ownership of intellectual property), 8 (IP Indemnity), 9 (Performance standards), 10 (Liability), 11 (Termination), 12 (Trade compliance and restricted software) and 13 (General provisions) survive termination of this Agreement.

13.2 No agency. This Agreement does not create any agency, partnership, joint venture, or franchise relationship.

13.3 Assignment and Subcontracting

(A) Except as set out below, neither party may assign or novate this Agreement in whole or in part without the other party's written consent which will not be unreasonably withheld. Cisco may assign the benefit of this Agreement in connection with the sale of a part of its business, or to its Affiliates if it provides prior written notice to You.

(B) Cisco may subcontract any performance associated with the Service(s) to third parties if such subcontract is consistent with this Agreement and does not relieve Cisco of any of its obligations under this Agreement.

13.4 Third party beneficiaries. This Agreement does not grant any right or cause of action to any third party.

13.5 Compliance with Laws

(A) General. Cisco will comply with all applicable laws relating to providing the Service(s) under this Agreement. You will comply with all applicable laws relating to Your receipt and use of the Service(s), including sector-specific requirements, and obtaining required licenses or permits (if any).

(B) Governing law and venue. This Agreement, and any disputes arising from it, are subject to the governing law and exclusive jurisdiction and venue listed below, based on Your primary place of business. Each party consents and submits to the exclusive jurisdiction of the courts in the listed venue. These laws apply despite conflicts of laws rules or the United Nations Convention on Contracts for the International Sale of Goods. Despite the below, either party may seek interim injunctive relief in any court of appropriate jurisdiction regarding any alleged breach of confidentiality obligations or intellectual property or proprietary rights.

Your Primary Place of Business	Governing Law	Jurisdiction and Venue
United States, Latin America or the Caribbean, or a location not specified below	State of California, United States	Superior Court of California, County of Santa Clara and Federal Courts of the Northern District of California
Africa, Asia*, Europe*, Middle East, Oceania*	England	English Courts
Australia	State of New South Wales, Australia	State and Federal Courts in New South Wales
Canada	Province of Ontario, Canada	Courts of the Province of Ontario

Your Primary Place of Business	Governing Law	Jurisdiction and Venue
Mainland China	People's Republic of China	Hong Kong International Arbitration Center
Italy	Italy	Court of Milan
Japan	Japan	Tokyo District Court of Japan

* *Excluding locations listed separately in this table.*

If You are a US State, Local and Education (“**SLED**”) Government end user, this Agreement, and any disputes arising from it, are subject to the laws of the primary jurisdiction in which You are located.

If You are a US Federal Government end user, this Agreement, and any disputes arising from it, are subject to the laws of the United States.

13.6 US Government End Users

(A) US SLED Government. This Agreement governs all access to the Service(s) by US SLED Government end users. No other rights are granted by Cisco.

(B) US Federal Government. The Software, Service(s) and Documentation are considered “commercial computer software” and “commercial computer software documentation” under FAR 12.212 and DFARS 227.7202. This Agreement governs all access to Software, Service(s), and Documentation by US Federal Government end users. No other rights are granted by Cisco, but any inconsistency in this Agreement with federal procurement regulations is not enforceable against the US Federal Government.

13.7 Notice. Notices to Cisco (a) should be sent to Cisco Systems, Legal Department, 170 West Tasman Drive, San Jose, CA 95134 or by email to contract-notice@cisco.com, and (b) are considered effective (i) upon delivery, if personally delivered, (ii) the next day, if sent by overnight mail, (iii) 3 business days after deposit, postage prepaid, if mailed, or (iv) the same day receipt is acknowledged, if sent by e-mail. Cisco may deliver notice to You under this Agreement via email or regular mail or posting on cisco.com.

13.8 Force majeure. Neither party is responsible for delay or failure to perform its obligations to the extent caused by events beyond a party’s reasonable control including severe weather events, acts of God, supply shortages, labor strikes, epidemic, pandemic, acts of government, war, acts of terrorism or the stability or availability of utilities (including electricity and telecommunications). The affected party must make commercially reasonable efforts to mitigate the impact of the force majeure event.

13.9 No waiver. Failure by either party to enforce any right under this Agreement will not waive that right.

13.10 Severability. If any term in this Agreement is invalid or unenforceable, then the rest of this Agreement will continue with full force and effect to the extent possible.

13.11 Entire agreement. This Agreement is the complete agreement between the parties regarding the subject of this Agreement and replace all previous communications, understandings, or agreements (whether written or oral).

13.12 Translations. Cisco may provide local language translations of this Agreement in some locations. Those translations are provided for informational purposes only. If there is any inconsistency in those translations, the English version of this Agreement will prevail. If

You or your MSP End Users are located in Quebec, You confirm that this Agreement and any other documents You execute related to Your purchase of the Services may be provided in English only and that other related documents contemplated as part of Your purchase may also be provided in English only.

13.13 No publicity. Neither party will issue any press release or other publications regarding Your use of the Service without the other party's advance written permission.

13.14 Modifications to agreement. Cisco may change these terms or any components by posting the updates [here](#). Changes apply to any Services purchased, used, or renewed after the date of modification.

13.15 Order of Precedence

If there is any conflict between this Agreement and any Cisco policies, the order of precedence is: this Agreement; then any applicable Cisco policy referenced in this Agreement.

14. Definitions

Term	Meaning
Affiliate	Any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where "control" means to: (a) own over 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through voting rights or other lawful means (e.g., a contract that allows control).
Authorized Users	Your users including Affiliates, Your third-party service providers, and each of their respective Users.
Cisco, we, our or us	Cisco Systems, Inc., or its applicable Affiliates.
Cisco Content	Systems Information and Cisco content, data or materials provided by Cisco to You as part of Your access to the Service(s).
Service(s)	The Cisco hosted software-as-a-service offer, or other cloud-enabled features sold with Your Software Services and set forth in any applicable Product Terms (and described in the Offer Descriptions applicable to MSP End Users). Services include support, Documentation and any related Software made available by Cisco with the Services.
Confidential Information	Non-public proprietary information of the discloser obtained by the recipient in connection with these terms, which: (a) is conspicuously marked as confidential if written or clearly stating the information is confidential when (or promptly after) it is verbally disclosed; or (b) is information which by its nature should reasonably be considered confidential whether disclosed in writing or orally.
Customer Content	As defined in the Data Brief at the Customer Content - Data Brief webpage .
Data	Personal Data, Customer Content and Systems Information.
Data Briefs	Documents describing each type of Data (e.g., Personal Data, Customer Content and Systems Information) that the Service(s) collects, how it is collected, and when it is used, available at the Trust Portal webpage.
Data Processing Terms	Cisco's data processing terms in Cisco's Master Data Protection Agreement , or terms agreed between You and Cisco covering the same scope.

Term	Meaning
Documentation	The technical specifications and use materials officially published by Cisco specifying the functionalities and capabilities of the Service(s) as updated from time to time.
Information Security Exhibit	A document describing the security measures that Cisco implements to secure Personal Data and Customer Content, available at the Information Security Exhibit webpage .
Malicious Code	Code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, or the Service(s), other than as intended by the Cisco (e.g., as part of Cisco's security products).
Managed Service Provider, MSP, You or Your	The legal entity agreeing to these Terms, acquiring access to the Service(s), and delivering Software Services to MSP End Users.
MSP End User	The legal entities (including contractors or employees) unrelated to You who obtain Software Services directly from You.
Offer Description	Additional product-specific terms and conditions located at https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html that are supplemental to Cisco's General Terms and applicable to MSP End Users purchasing the Software Services.
Personal Data	Any information about, or relating to, an identifiable individual. It includes any information that can be linked to an individual or used to directly or indirectly identify an individual, natural person. Further information regarding Personal Data is on the Personal Data - Data Brief webpage .
Product Terms	The additional product-specific terms and conditions for the Service You purchase on the MSP Center.
Software	Cisco-branded computer programs, including Upgrades and firmware.
Software Services	Any MSP network-provisioned or similar service that makes the functionality of the Services available on an as-a-service basis to its MSP End Users.
Systems Information	As defined in the Systems Information - Data Brief webpage
Transfer Policies	Cisco policies for movement of Use Rights as set out in the Cisco Software Transfer and Re-licensing Policy and the Software License Portability Policy .
Upgrades	All updates, upgrades, bug fixes, error corrections, enhancements, and other modifications to the Software.
Use Term	The period You may exercise Use Rights in a Service.

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