

Cisco Umbrella Offer Terms (Secure MSP Center)

MSP's use of Cisco Umbrella purchased on and covered by the Cisco Secure MSP Center Terms of Use ("Terms of Service"), which includes the use of Umbrella DNS Security Essentials, Umbrella DNS Security Advantage, Umbrella SIG Essentials and/or Umbrella SIG Advantage (the "Product" or "Cisco Umbrella"), also includes these Offer Terms. Capitalized terms used but not defined in these Offer Terms are defined in the Terms of Service.

1. Summary

Cisco Umbrella is a cloud security platform that unifies multiple security services in a single cloud-delivered platform to secure internet access and control cloud app usage from your network, branch offices, and roaming users. The Package Comparison provides information about the various Product packages.

2. Performance Standards

Cisco will use commercially reasonable efforts to deliver the Core Services to meet or exceed 99.999% Availability in accordance with the Umbrella Service Level Agreement ("SLA") available from Your Cisco account representative or Cisco authorized partner. Capitalized terms in this section will have the meaning in the SLA.

3. Data Protection

Privacy Data Sheets. The Privacy Data Sheets for Cisco Umbrella (available at <u>Cisco's Trust Portal</u>) describe the Personal Data that Cisco collects and processes as part of delivering the Product.

4. Special Terms

- **4.1** Covered Users. For packages with user-based pricing, You must purchase one user license for each Covered User unless a published Product data sheet states otherwise.
- 4.2 Scope of Use and Limitations. You will use the Product as a Cisco-branded Product (subject to cobranding as described below) to provide Software Services to MSP End Users and You will not alter or modify the Product except at Cisco's request or with Cisco's authorization. You will not use a single Cisco Umbrella tenant (also known as an Umbrella Org) for multiple MSP End Users.
- 4.3 Co-branding. Any co-branding of the Product by You is subject to the guidelines located here: https://www.cisco.com/c/dam/en/us/products/collateral/security/umbrella/umbrella-sps-co-branding-guidelines.pdf and any additional trademark guidelines in the Terms of Service.
- 4.4 **Usage and Range Limits**. The following use limitation applies to Your use of the Product. "MSP End User" includes You when You are using the Product for internal purposes as permitted under Section 2.1 of the Terms of Service.

The Product is subject to limitations and range limits set forth in the SIG Documentation and the DNS

<u>Documentation.</u> As further described in the <u>SIG Documentation.</u> Product SIG packages (i) are subject to an average bandwidth limit of up to 50 kilobits per second ("kbps") per Covered User, based on a 95th Percentile Calculation (whether such traffic is generated by individuals, devices, or servers), and (ii) the 95th Percentile Calculation allows peaks in usage that exceed the limit for brief periods of time. As further described in the <u>DNS Documentation</u>, Product DNS Security packages are subject to a monthly DNS query limit average (whether such queries are generated by individuals, devices, or servers). You and Cisco agree to work together in good faith to resolve any excessive usage.

- 4.5 Cisco-Managed S3 Log Storage. Certain Product packages include the ability to select Cisco-managed S3 storage or Your own storage for DNS, proxy, and event logs. Cisco-managed S3 log storage is available with 7-day, 14-day or 30-day retention options. Please see the Cisco-managed S3 Bucket documentation for related requirements and best practices.
- 4.6 Data Centers. Your Product subscription includes access to the Product's global data centers found here: <u>Umbrella Global Data Centers</u>. Data centers not included at this link may require a separate subscription. And any data center(s) located in mainland China, when and if available, require a separate subscription purchased directly through the applicable service operator in China.
- 4.7 Acceptable Use. If Cisco receives a third-party request for information, demand letter, or other similar inquiry in connection with Your use of the Product relating to alleged unlawful activity on Your network, Cisco may disclose Your name to such third party as necessary to comply with legal process or meet national security requirements; protect the rights, property, or safety of Cisco, its business partners, You, or others; or as otherwise required by applicable law.
- 4.8 **Competitive Testing**. You will not publish or disclose to any third party any Product performance information or analysis (including without limitation the results of benchmark or competitive testing) except with Cisco's prior written consent.
- 4.9 Security. When providing the Software Services to MSP End Users, You will implement and maintain appropriate industry standard technical and organizational measures to protect MSP End User data against accidental or unlawful use or destruction, accidental loss, alteration, and unauthorized disclosure of, or access to, any MSP End User data.

4.10 Definitions

"95th Percentile Calculation" means Cisco: (a) takes traffic samples over the course of 30 days at each Product data center handling Your traffic, (b) discards the top 5% of the traffic samples at each such data center and takes the next highest traffic sample value (this next highest traffic sample value is called the "Peak Value"), and (3) adds together the Peak Values for each data center. This limit is further described in the <u>SIG Documentation</u>.

"Covered User" means each Internet-connected employee, subcontractor, and any other authorized individual covered (i.e., protected) by Your deployment of the Product.