



## Offer Description – Product

# Cloud-delivered Cisco Catalyst SD-WAN

This Offer Description is part of the [General Terms](#) or similar terms existing between You and Cisco (including the End User License Agreement) (the “**Agreement**”). Capitalized terms, unless defined in this document, have the meaning in the Agreement. References to the Software End User License Agreement or SEULA in the Agreement mean Offer Description.

### 1. Summary

Cloud-delivered Cisco Catalyst SD-WAN (the “**Product**”) combines Cisco’s industry leading SD-WAN solution that enables enterprises and organizations to connect users to their applications through a cloud controller securely, with Cisco’s world-class Cloud Ops services, which bring simplicity to operational complexity to reduce the operational and overhead burdens of running an SD-WAN cloud fabric. The Product offers an automated solution delivery with Cisco overseeing the lifecycle deployment and management of the Product fabric, and provides rich, actionable, end-to-end insights to measure, predict, understand, and remediate applications. For more details on cloud infrastructure hosting processes, and responsibilities, see the [Cisco CloudOps Overview chapter](#) of the End-User Guide.

### 2. Support and Other Services

- 2.1 **Support.** Your purchase of the Product includes Embedded [Cisco Software Support Services](#).
- 2.2 **Integrated Cisco Products.** Depending on Your subscription tier, the Product may include limited access to Cisco Umbrella SIG Essentials, Secure Endpoint, Secure Malware Analytics, and ThousandEyes WAN Insights (available as SD-WAN Predictive Path Recommendations). The Offer Descriptions for these products are found [here](#).
- 2.3 **High Availability (HA) DNA Licenses.** HA DNA licenses are optional companion licenses to a standard SD-WAN DNA license and may only be used for: (a) a standby customer device when the primary customer device that it backs- up fails (e.g., network outage) or (b) load balancing whereby network traffic is distributed between the primary customer device and the load balancing secondary customer device to prevent any single customer device from becoming overloaded. Your use of the HA DNA licenses is subject to the following: (1) Customer devices running the standard SD-WAN DNA license and the HA DNA license must be physically located in the same site and the number of HA DNA licenses must not exceed the number of standard SD-WAN DNA licenses, (2) the total, combined bandwidth traffic of the paired customer devices running the standard SD-WAN DNA license and the HA DNA license must not exceed the standard SD-WAN DNA license bandwidth entitlement, and (3) at the same site the paired HA DNA license and the standard SD-WAN DNA license must belong to the same product family (e.g., ISR1100-6G and ISR11006G, not ISR1100-6G and ISR4331).

### 3. Performance Standard

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

### 4. Data Protection

**Privacy Data Sheet.** The [Cisco Catalyst SD-WAN Privacy Data Sheet](#) describes the Personal Data that Cisco collects and processes as part of delivering the Product.

## 5. Special Terms

- 5.1 **Geographic Restrictions.** In addition to restrictions contained in the Agreement, the Product, including Cisco Catalyst SD-WAN Analytics and ThousandEyes WAN Insights, and the integrated Cisco security features (i.e., Cisco Umbrella SIG, Secure End Point and Secure Malware Analytics) are not available for customers based mainly or headquartered in mainland China, and You will not use the Product and such features in those jurisdictions.
- 5.2 **Product Controller Subscription.** If You fail to renew Your Product subscription, it may impact the functionality of Your network, including Your devices.
- 5.3 **Solution Software Updates.** We recommend that You always (a) use the most recent version of the Cisco operating system Software and (b) install patches, security vulnerability fixes and/or bug fixes as soon as we make them available. You understand and agree that delaying updates to the latest such Software release may introduce security risks to Your environment and Cisco is not responsible for any security-related incidents that result from that delay.



## Service Level Objective

# Cloud-delivered Cisco Catalyst SD-WAN

This Service Level Objective (“**SLO**”) applies to Cloud-delivered Cisco Catalyst SD-WAN as set out in the [Offer Description](#). If capitalized terms are not defined in this SLO, then they have the same meaning as under the Offer Description.

### 1. Service Level

Cisco will use commercially reasonable efforts to deliver the Product so that the Core Services meet or exceed the performance standards described below (“**Service Level**”). If Cisco fails to meet the SLO, Cisco will perform the actions, and you will have the rights listed below.

Service Level	During each Measurement Period, the Availability of the Core Services will be:	
	Control Plane	99.99% or greater
	Management Plane	99.99% or greater.
Measurement Period	One calendar month starting from the date the Product is provisioned.	

### 2. Response to Service Level Failure

If Cisco fails to meet the Service Level for a given Measurement Period, Cisco will:

- (A) Conduct a root cause analysis of why we failed to meet the Service Level; and
- (B) implement reasonable measures to prevent the failure from recurring.

The above are Your only remedies if Cisco does not meet the Service Level.

### 3. Qualifying Outage Dispute

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 that an outage has occurred, You can elect to share this information with Cisco.

### 4. Non-Qualifying Outages

It is not a Qualifying Outage 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 the Product or to prevent or mitigate a security incident);
- (B) Due to Your integrations or any applicable third-party software, hardware, or services not provided by us;

- (C) You are using a beta, evaluation, or trial version of the Product;
- (D) Your failure to (1) use the Product or perform responsibilities in accordance with Your applicable agreement (e.g., General Terms), Product/Offer Description, or the Documentation, or (2) apply updates or upgrades when made available;
- (E) Factors outside of our reasonable control, such as events described as Force Majeure in your applicable agreement, network or Internet outages, pandemics, acts of government, industry-wide shortages, failures, or delays of common carriers; or
- (F) If Cisco monitoring of the Product environment is disabled.

## 5. 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 Control Plane and Management Plane and excludes all other features such as Cisco Catalyst SD-WAN Analytics and the Cisco Catalyst SD-WAN Portal.

**“Control Plane”** builds and maintains the network topography and makes decisions on where the traffic flows.

**“Management Plane”** is responsible for central configuration and monitoring.

**“Qualifying Outage”** means the time that the Core Services are not functioning as described in the Product Description.

**“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).

**“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 we log an incident ticket based on our own identification of a Qualifying Outage or upon confirming a Qualifying Outage You report to us; and
- (B) End when the Core Services are restored.