

Offer Description – Product Isovalent Enterprise for Cilium

This Offer Description is part of the <u>General Terms</u> 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 and Order Form. Any references to Cisco or Isovalent within this Offer Description mean Isovalent LLC ("**Isovalent**"), a Cisco company.

1. Summary

Isovalent Enterprise for Cilium (the "**Product**") includes value-added software from Isovalent as described in Your Order Form for use with Cilium. The Product provides networking, security, and observability features for modern cloud native infrastructure. The Product runs on Your infrastructure, and provides, depending on the version and add-ons purchased, networking and network security, security visibility and enforcement, platform operations and application observability, service mesh, enterprise distribution and support, and more.

For more information about the Product, visit https://isovalent.com/product/.

2. Support and Other Services

Your purchase of the Product includes the technical support for the listed features as described in Your Order Form. The Response Time Objective attached to this Offer Description applies to the Product.

3. Data Protection

You are required to provide Isovalent with account registration and contact information for Your Authorized Users of the Product. No other Personal Data is required to use the Product and it is Your responsibility to not transmit any additional Personal Data via the Product.

4. Special Terms

- 4.1 **OSS Software.** Certain "free" software or open-source software ("**OSS**"), including but not limited to, Cilium, may be shipped, or used with the Product that is provided to You. Such OSS is not considered part of the Product and is subject to license terms available upon request and/or as set forth in Section 2.10 of the General Terms (Open-source technology).
- 4.2 Limitations. You will not directly or indirectly use or access the Product to develop a product or service that is competitive with Isovalent's products or services. 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.

4.3 Your Responsibilities

- (A) You acknowledge that the provision of the Product is dependent on Your required cooperation in a diligent and timely manner.
- (B) You: (i) are responsible for all use of the Product under Your account (whether or not authorized);
 (ii) must use commercially reasonable efforts to prevent unauthorized access to or use of the Product and notify Isovalent promptly of any such unauthorized access or use; and (iii) are solely

responsible for obtaining and maintaining any equipment, software and ancillary services needed to connect to, access or otherwise use the Product, including as set forth in the Product Documentation provided during customer onboarding.

- (C) <u>Fees.</u> You will pay Isovalent the fees set forth in Your Order Form. Except as otherwise specified herein or in any applicable Order Form: (a) fees are quoted and payable in United States dollars; and (b) payment obligations are non-cancellable and non-pro-ratable for partial months, and fees paid are non-refundable.
- (D) <u>Taxes.</u> All amounts payable are exclusive of any sales, use and other taxes or duties, however designated (collectively "Taxes"). You are solely responsible for payment of all Taxes, except for those taxes based on the income of Isovalent. You will not withhold any taxes from any amounts due to Isovalent.
- 4.4 **Aggregated Metrics and Analysis.** You agree that Isovalent has the right to aggregate, collect and analyze Data and other information relating to the performance and use of the Product and shall be free (during and after the term hereof) to (i) use such Data and other information to improve Isovalent's products and services, and (ii) disclose such Data and other information solely in an aggregated and anonymized format that does not identify You or any individual. For purposes of this Section 4.4, Isovalent includes its Affiliates and the Data will be used in accordance with Section 7 of the Agreement (Privacy and Security) and this Offer Description.
- 4.5 Disclaimers. While Isovalent has used commercially reasonable efforts to create effective security technologies, Isovalent does not represent or warrant that the product will guarantee absolute security or that it will protect all your files, network, or endpoints from all malware or third-party malicious attacks.

Term	Meaning
APIs	All application programming interface(s) that Isovalent makes available to You for access and use
Cilium	The OSS, licensed under the terms of the Apache License, Version 2.0 (for user space components) or General Public License, Version 2.0 (for BPF code templates), and listed at: https://github.com/cilium/cilium.
Order Form	Any order form or other similar document that sets forth the specific Isovalent Services and pricing, and that references the Agreement and is mutually executed by the parties.

4.6 **Definitions**

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Response Time Objective Isovalent Enterprise for Cilium

This Response Time Objective ("RTO") applies to the Product as set out in the above Offer Description.

1. Support Inquiry Channels

WEB (preferred)	EMAIL
https://support.isovalent.com	support@isovalent.com

2. General Inquiries

You may contact Isovalent support (via web portal or email) during regular business hours with general inquiries (including inquiries relating to the setup, configuration, management and maintenance of network and server equipment running and/or hosting the Product) and for general tech-to-tech support.

3. Error Reporting

You may initiate a support ticket using the methods listed in Section 1 above (preferably web method) on a $24 \times 7 \times 365$ basis. Each ticket shall be assigned a severity level ("**SEV**") by You. Isovalent reserves the right to adjust a ticket's severity based on the assessment of the information provided by You.

4. Isovalent Response

Upon receipt of a support ticket, Isovalent will: (a) acknowledge receipt of the Support Ticket via web, (b) notify You of the ticket reference allocated, and (c) commence diagnosis and correction of the relevant issue as soon as reasonably practicable. Isovalent will provide an initial response in accordance with the following RTO levels for support tickets submitted by You as set forth in the table below:

Severity Level	Description	Availability	RTO
SEV-1	The Product is inoperable and there exists a widespread outage in a production environment. No workaround in place.	24 x 7 x 365	2 hours
SEV-2	The Product is operational but there exists a partial outage in a production or critical environment. No workaround in place.	24 x 7 x 365	4 hours
SEV-3	The Product has an issue or there exists an outage in a non- critical or non-production environment.	Regular business Hours**	8 Business hours
General Question	Question involving the deployment, configuration, documentation, or features of the Product.	Regular business hours**	1 Business day

** Business hours mean 8AM to 5PM Monday-Friday excluding bank or public holidays in San Francisco (PST/PDT), London (GMT/BST), India (IST) or Singapore (SGT). Your time zone is based on the address listed on Your Order Form.