



Offer Description – Product

Cisco ThousandEyes

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 Offer Description, have the meaning in the Agreement. Any references to the Supplemental End User License Agreement or SEULA mean Offer Description.

1. Summary

This Offer Description is for Cisco ThousandEyes, as described more fully in the [ThousandEyes documentation](#) (the “**Documentation**”) (collectively, the “**Product**”). The Product is a network intelligence platform, which is provided to You as a Cloud Service with optional cloud and on-premises agents (collectively, Cloud Agents, Endpoint Agents, Enterprise Agents, Device Agents, and Real Speed-enabled websites are referred to as “**Vantage Points**”). The Product is designed to help You measure and monitor the availability and performance of web applications, hosted services and networks as described in the Documentation, which may be amended from time to time. The Product comprises several different visibility features (“**Paid Features**”), such as Network & App Synthetics, End User Monitoring, Internet Insights, etc., which enable You to customize the Product based on Your visibility needs. The Documentation provides further information on technical specifications, configuration requirements, features and functionalities related to the Product.

2. Support and Other Services

During the Use Term, Cisco will provide support services as described in the [Support Services Policy](#).

3. Performance Standards

The [Cisco ThousandEyes Service Level Agreement](#) applies to Your use of the Cloud Service.

4. Data Protection

The Product’s [Privacy Data Sheet](#) describes the Personal Data that Cisco collects and processes as part of offering the Product.

5. Special Terms

5.1 Sensitive, Special Categories, or PII Subject to Additional Regulations. You will not (and will not authorize any third party to) configure the Product to collect any (1) social security numbers or other government-issued identification numbers, (2) unencrypted passwords or other authentication credentials, (3) health information, biometric data, genetic data, or any other similar data, including any information subject to the Health Insurance Portability and Accountability Act (HIPAA) or similar laws, (4) payment, financial or similar information, including any information subject to the Payment Card Industry Data Security Standard, (5) data relating to a person under the age of 13 years old, (6) data that is classified as sensitive data, or special category data, under applicable laws, or (7) data that is subject to regulatory or contractual handling requirements pursuant to the Gramm Leach-Bliley Act. These use limitations and restrictions are additional limits on usage under Section 2.2 of the Agreement (Limits on usage) and a breach by You of this Section is subject to the terms set forth under Section 11.3 (Unlimited liability) or similar of the Agreement.

5.2 **Limited Preview Features / Early Access Program.** From time to time, Cisco may add beta, limited/private preview, trial, or other evaluation features to the Product for You to evaluate (“**Limited Preview Features**”). Collectively, any Limited Preview Feature(s) are subject to the terms applicable to Free Trials in the Agreement, except (i) Limited Preview Feature(s) may be used in production, (ii) Limited Preview Feature(s) are provided AS-IS, without support, without indemnification, and not subject to the SLA, all until such Limited Preview Feature(s) is made generally available in the Product, and (iii) Cisco may disable the Limited Preview Features in this Product at any time in its discretion.

5.3 **Product Use Rights.** The Product is licensed using the following models:

Product	Metric	Duration
Enterprise Agents	Unit	Subscription
Cloud Agents	Unit	Subscription
Internet Insights	Package	Subscription
Endpoint Agents*	User	Subscription
Device Agents	User	Subscription

*There are three license types applicable to Endpoint Agents - Embedded, Essentials, and Advantage. For more information about the features and restrictions applicable to your license type, please see the [Endpoint Agent Licensing documentation](#).

5.4 **Collective Intelligence.** The Product uses data generated and/or collected from Your Tests along with Metadata to establish the cause of an outage (e.g. failure in a connectivity, application service provider, or third party network). By using the Product, You authorize Cisco and its Affiliates to access and use the data resulting from Your Tests and the associated Metadata to generate the Collective Intelligence Test Data. Collective Intelligence Test Data is provided (i) to You in the ThousandEyes platform for the Tests that You have enabled and (ii) generally to other customers and third parties as part of ThousandEyes’ collective intelligence technology, which may be leveraged throughout Cisco’s products and/or services. You hereby grant to Cisco and its Affiliates a worldwide, royalty-free, sublicensable, perpetual, fully transferable and irrevocable license to use, commercialize, and otherwise exploit any Collective Intelligence Test Data without restriction.

5.5 **Bundle Use Rights.** You may receive Use Rights to the Product (or portions of the Product) as part of Your purchase of another Cisco Offer. In such case, the restrictions stated below apply to Your use of the Product (or applicable portion):

Integration/Bundle	Additional License Restrictions
Cisco DNA Advantage for Catalyst 9300 and 9400	The Use Rights are described here: ThousandEyes-Cisco-Catalyst-9000-Entitlements-Summary.pdf . Your Use Right includes the ability to access the Product.
ThousandEyes WAN Insights (available as SD-WAN Predictive Path Recommendations) (Included as part of Cisco DNA Advantage or DNA Premier for SD-WAN .)	Your Use Rights only entitle You to use and access the Product to generate a default ThousandEyes’ quality score using the measurement data from Your SD-WAN probes and the path recommendation that leverage the quality of the last seven days to recommend the best path (the " WAN Insights Functionality "). The number of supported applications or application categories included as part of Your Use Rights is further described in the Cisco DNA Subscription Software for SD-WAN and Routing FAQ . You do not have the right to use and access the Product’s other features – for example, You may not use the Product to run any tests from any Vantage Point as part of this Use Right. The WAN Insights Functionality is not currently available in all geographies/regions including China, Hong Kong, and Macau; thus, even if the Product ID “TE-EMBED-WANI” has been enabled in Your Cisco Smart

	Software Manager Smart or Virtual account as part of Your Cisco SD-WAN Use Right, You only have the right to use the WAN Insights Functionality in the geographies/regions where it is commercially available. The WAN Insights Functionality is not currently available to Cisco Catalyst SD-WAN purchases through the Cisco Managed Service License Agreement Program.
Cisco WebEx Devices Integration	The Endpoint Agents are included in the RoomOS software after separate activation. See Cisco Webex Devices Integration - ThousandEyes Documentation for more information. This Use Right may only be used in conjunction with Your separate purchase of a Use Right to the Product.
Cisco Secure Access	A Cisco Secure Access subscription also includes the right to access and use the Product. Your level of subscription, either as a stand-alone or as part of a suite, will determine what features You are entitled to access. See Cisco Secure Client ThousandEyes Endpoint Module - ThousandEyes Documentation for more information. Your region for provisioning will be as described in Cisco-Secure-Access-Product-Description .
ThousandEyes on Meraki MX Integration (SD-WAN+ license)	If You purchased SD-WAN+ on the Meraki platform, You are entitled to (i) install the ThousandEyes Enterprise Agent on supported Meraki MX devices and appliances, and (ii) claim a certain number of free ThousandEyes Units to run ThousandEyes tests (also referred to as “Free Tests”). If You claim the free Units, You will have access to the Product to access the data from the Enterprise Agents on the Meraki MX devices. See Meraki MX Appliances - ThousandEyes Documentation for more information and applicable restrictions.

5.6 **Connected Devices.** Regardless of the terms in this Offer Description, for the Connected Devices functionality of the Product:

- (A) The [Cisco ThousandEyes Privacy Data Sheet](#) describes the Personal Data that Cisco collects and processes as part of offering the Connected Devices functionality of the Product.
- (B) **Device Agent Licenses.** You must have a Device Agent license for each unique Device from which you run Tests and collect Test data and/or Metadata, except for mobile phones where the end user has downloaded a ThousandEyes Mobile App directly from the Apple App Store/Google Play Store. You will procure the permissions, licenses, waivers, consents, registrations, and approvals necessary for all use of the Device Agent by You and Your end users. The following terms apply if You have licensed a Device Agent and plan to integrate it into Your hardware device and/or application:
- (1) **Use Rights.** Your Use Rights include the right to:
- (a) internally use and reproduce the Device Agent (as applicable based on Your purchase) only as necessary for You to integrate the applicable Device Agent into Your hardware device and/or application; and
 - (b) distribute (either directly or indirectly) the applicable Device Agent in permitted countries, but only as integrated into and as a part of Your hardware device and/or application, to Your end users, who have no right or ability to use the applicable Device Agent separate from Your hardware device and/or application.
- (2) **Limitations.** In addition to the limits set forth in the Use Rights section of the Agreement:
- (a) You and Your end users may only use the applicable Device Agent in conjunction with Your active Product subscription and only on devices that Cisco validates are compatible;
 - (b) You may not charge customers separately for inclusion or use of the Device Agent and You must retain title to the Device Agent and any hardware onto which it is integrated.
 - (c) You are responsible for Your end users, including ensuring that their use of the Device Agent complies with Your obligations under the Agreement;

- (d) You will be responsible for managing all issues and queries of Your end users regarding the Device Agent; and
- (e) In addition to the limits set forth in the Liability section of the Agreement, Cisco will not be liable for any damages in connection with or relating to (a) any actions or omissions by You with respect to the integration, distribution, or operation of the Device Agent, (b) use of the Device Agent by any of Your end users, and/or (c) Your failure to obtain any necessary permissions, licenses, waivers, consents, registrations, or approvals for integration, distribution, and operation of the Device Agents, including by You or Your end users.

5.7 Software Development Kits. Any software development kit (SDK) that You might receive as part of this Product is provided “AS IS” with all faults and without warranty of any kind.

5.8 Third Party Integrations Disclaimer. You may opt to utilize certain available third-party integrations in connection with your use of the Cloud Service (e.g., Microsoft Teams). If You use such third-party integrations, You are responsible for separately securing a license to use such third party technology from the third party and for complying with the third party’s terms applicable to the technology. Cisco expressly disclaims, on behalf of such third party technology supplier(s), all warranties, conditions or other terms as to merchantability, merchantable quality, fitness for purpose or use, course of dealing, usage of trade, or non-infringement. The third-party integrations are provided as-is and You hereby acknowledge that the availability of such third-party integrations is not guaranteed and may be discontinued or interrupted at any time.

6. Additional Definitions

Term	Meaning
Cloud Agents	ThousandEyes’ cloud agent software maintained by ThousandEyes, located throughout the internet, and shared by our customers. For more information, see the Cloud Agents documentation .
Collective Intelligence Test Data	data that is generated and/or collected by running Tests and Metadata, which has been de-identified, aggregated, or both.
Device	a hardware device, for example, a router, IoT device, or mobile phone.
Device Agent	a software agent (excluding Enterprise Agents, Cloud Agents, and Endpoint Agents), which is installed on a Device, that allows Tests to be run to or from the Device.
Metadata	has the meaning stated in the Privacy Data Sheet.
Endpoint Agents	ThousandEyes’ endpoint agent software that is installed by You on end user Windows or macOS machines to collect network and application layer performance data when Your users access specific websites from within Your monitored networks. For more information, see the Endpoint Agents documentation .
Enterprise Agents	ThousandEyes’ enterprise agent software deployed and managed by a You for Your exclusive use (in contrast to Cloud Agents, which are managed by ThousandEyes and shared by our customers), to test targets from inside Your network, or from within infrastructure within Your control. For more information, see the Enterprise Agents documentation .
Package	the collection of Internet Insights catalogue entries with the same provider type and region as described in more detail here: Terminology - ThousandEyes Documentation .
Path Trace	a ThousandEyes network diagnostic library that generates data packets that traverse through networks from source to destination.

Real Speed	a user-initiated test (either a two-step or a single step speed test depending on whether an active Device Agent is detected), which tests for upload, download, and latency metrics between the end user device and a test server (and if a two-step test is possible, also between the hardware the Device Agent is running on, and the same test server).
Tests	collectively, HTTP, ping, Path Trace, Real Speed, and other network performance, quality of service and quality of experience tests available as part of the Product.
ThousandEyes Mobile App	collectively, (a) the RealSpeed mobile application (iOS or Android) and (b) the Test Your Internet mobile application (iOS or Android).
Unit	the unit of measurement required for tests from Cloud Agents, Device Agents or Enterprise Agents. Each test consumes a specific number of test units, based upon the test type and test configuration as described in more detail here: How Unit Consumption Works - ThousandEyes Documentation .
User	in the context of an Endpoint Agent, an internet-connected user of Endpoint Agent(s), and in the context of a Device Agent, an internet-connected user of Device Agent(s).
