



Offer Description: Cisco Gateway Management Module

This Offer Description (the “**Offer Description**”) describes Cisco Gateway Management Module (the “**Cloud Service**” or “**GMM**”). Your subscription is governed by this Offer Description and the Cisco Universal Cloud Agreement located at www.cisco.com/go/uca (or similar terms existing between you and Cisco) (the “**Agreement**”). Capitalized terms used in this Offer Description and/or the Order not otherwise defined herein have the meaning given to them in the Agreement.

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1. Offer Description

GMM provisions, monitors, and manages Cisco hardware products such as Cisco UCS servers, Industrial Ethernet Switches, and Industrial Integrated Services Routers. The complete list of supported hardware can be found at the following URL: <https://developer.cisco.com/docs/kinetic/#/supported-gateways-and-firmware/supported-gateways-firmware> (“Supported Hardware”)

2. Supplemental Terms and Conditions

2.1. Geographic Restrictions.

GMM is currently unavailable in China and Russia. If the Service is not available in a country, purchases will be restricted.

2.2. Service Level Objectives.

The KPIs described in this Offer Description are used solely for the parties to monitor the performance of the Cloud Service. Cisco shall not be liable whatsoever if the KPIs fail to meet their KPI Targets.

Performance Measurement. Cisco will use its standard processes and tools for measuring and determining whether Cisco achieved the KPI Targets.

Performance Reports. Upon request but no less than thirty (30) days after the end of each Measurement Period, Cisco will provide a report on the KPIs for the relevant Measurement Period (“Performance Report”) to You.

Excused Events.

The following types of events are excluded from the KPI calculation:

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- (i) a material act or omission of that You make in breach of the terms and conditions of Agreement;
- (ii) Your failure to comply with its obligations under the Customer Responsibilities listed below;
- (iii) problems outside of the applications and data centers that Cisco manages and controls;
- (iv) Maintenance or updates, as described in Section 2.2 (Maintenance and Updates);
- (v) Unscheduled availability due to incidents outside of Cisco's control, as described in Section 2.3 (Unscheduled Availability);
- (vi) any delays or faults caused by Your or a third party's (a) equipment, (b) services, (c) business logic (including, without limitation, all scripts, natural language, third party application integration, API logic, etc.), (d) applications, or (e) platform customizations that are outside of Cisco's direct control; or
- (vii) Your failure to implement the actions that Cisco recommends You take to remediate incidents.

Customer Responsibilities.

Customer will:

- a. make available to Cisco a single point of contact to cooperate with Cisco and respond to any Cisco requests with respect to verifying an outage or KPI performance;
- b. provide such information as may be reasonably requested by Cisco to help Cisco in resolving an outage;
- c. provide Cisco with such cooperation and assistance as may be reasonably required to help verify the accuracy of Cisco's measurements and analysis of its performance consistent with the KPI Targets.

Cisco will use the KPIs listed below to monitor performance and each is described in a separate exhibit attached hereto and made part of this Offer Description by this reference:

KPI Name	Exhibit
Service Availability	A
Recovery Point Objective	B
Recovery Time Objective	B

3. Data Protection

Cisco's data protection obligations are set forth in the Agreement. The only data that Cisco collects that may be considered Personal Data is the name and password of a particular user of the Cloud Service. This information is used solely for managing access to and administering the Cloud Service. Cisco may also collect geo-location of the Supported Hardware, but no geo-location data concerning persons.

4. Support & Maintenance

The Cloud Service includes online support and phone support for both the Cloud Service itself and for Cisco IOx on premises software for which You have a valid license and that is running on any of the Supported Hardware that the Cloud Service manages for You. Cisco will respond as set forth in the table below and may require information from you to resolve service issues. You agree to provide the information requested and understand that a delay in providing the information to Cisco may delay resolution and response time.

Online Support allows access for support and troubleshooting via online tools, email and web case submission only. No telephone access is provided. Case severity or escalation guidelines are not applicable. Cisco will respond to a submitted case no later than the next business day during standard business hours.

You have access to Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist by telephone, or web case submission and online tools with use and troubleshooting issues. Cisco will respond within one (1) hour for Severity 1 and 2 calls received. For Severity 3 and 4 calls, Cisco will respond no later than the next business day.

You will also have access to Cisco.com, which provides helpful technical and general information about Cisco products, as well as access to Cisco's on-line knowledge base and forums. Please note that access restrictions identified by Cisco from time to time may apply.

Cisco endeavors to provide You with at least seven (7) days advanced notice of any scheduled updates and scheduled maintenance. Any notice of scheduled maintenance can be found in the GMM UI and at <https://statuspage.ciscokinetic.io/#> ("System Status Site"). You can subscribe to all notifications at the System Status Site.

Your access to and use of the Cloud Services may be suspended for the duration of unanticipated or unscheduled downtime, including as a result of catastrophic events, external denial of service or other security breach, or operational incidents. You will also be notified of such events on the System Status Site.

The below table outlines Cisco's response objectives based on case severity. Cisco may adjust assigned case severity to align with the Severity definitions below.

Software Support Service	Technical Support Coverage	Response Time Objective for Case Severity 1 or 2	Response Time Objective for Case Severity 3 or 4
Basic with Phone Support	24x7 via Phone & Web	S1 - Response within 1 hour S2 - Response within 4 hour	S3 - Response within 8 hour S4 - Response within 12 hour
Basic with Online Support	Web	Response to all cases within next Business Day during Standard Business Hours	

The following definitions apply to this Section.

"Response time" means the time between case submission in the case management system to support engineer contact.

"Severity 1" means the Cloud Service is unavailable or down or there is a critical impact to a significant impact to Case Submitter's business operation. Case Submitter and Cisco both will commit full-time resources to resolve the situation.

"Severity 2" means the Cloud Service is degraded or significant aspects of Case Submitter's business operation are negatively impacted by unacceptable software performance. Case Submitter and Cisco both will commit full-time resources during Standard Business Hours to resolve the situation.

“Severity 3” means the Cloud Service is impaired, although most business operations remain functional. Case Submitter and Cisco both are willing to commit resources during Standard Business Hours to resolve the situation.

“Severity 4” means minor intermittent functionality or performance issue, or information is required on the Cloud Service. There is little or no impact to Case Submitter’s business operation. Case Submitter and Cisco both are willing to provide resources during Standard Business Hours to provide assistance or information as requested.

“Business Day” means the generally accepted days of operation per week within the relevant region where the Cloud Services will be performed, excluding local holidays as observed by Cisco.

“Local Time” means Central European Time for support provided in Europe, Middle East and Africa, Australia’s Eastern Standard Time for support provided in Australia, Japan’s Standard Time for support provided in Japan and Pacific Standard Time for support provided in all other locations.

“Standard Business Hours” means 8am to 5pm Local Time at the location of the respective Cisco TAC, on Business Days, for the handling of TAC calls.

Definitions.

“KPI” means means the key performance indicators that Cisco uses to assess and manage the performance of the Cloud Service.

“KPI Target” means means the targeted values that Cisco seeks to attain or exceed for the KPIs.

Exhibit A: Service Availability KPI

Service Level Target	The Availability Percentage will be 99.5% or greater for each Measurement Period (as defined below).
Measurement Period	One calendar month
Service Level Business Objective	To help maintain availability of the Cloud Services.
Service Level Calculation and Related Definitions	<p>“Availability Percentage” will be calculated as follows, converted to a percentage:</p> $\frac{\text{Total Service Minutes} - \text{Total Qualifying Outage Minutes}}{\text{Total Service Minutes}}$ <p>where:</p> <p>“Total Service Minutes” equals 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).</p> <p>“Qualifying Outage” means an outage that: (a) results in an outage of all of the Cloud Service; (b) is not excused under Exceptions Section of this Offer Description; (c) is directly attributable to a failure of the Cloud Service; and (d) is not due to any failure of the Cloud Services to interoperate with Your or any third-party components.</p> <p>“Total Qualifying Outage Minutes” equals the aggregate sum of the downtime minutes of time that are attributable to all Qualifying Outages during the Measurement Period. For the purposes of calculating Total Qualifying Outage Minutes, each Qualifying Outage will (i) commence upon the earlier of (a) Cisco’s detecting the outage or (b) Cisco’s logging an incident ticket upon Customer’s notice to Cisco of the outage with sufficient information for Cisco to confirm the outage; and (ii) end when the Cloud Services are fully restored. The duration of a Qualifying Outage will be rounded upward or downward to the nearest minute.</p> <p>The following will not be included in the calculation of Total Qualifying Outage Minutes: (a) outages during scheduled maintenance windows, (b) emergency operational changes or (c) Force Majeure Events.</p>

Exhibit B: Disaster Recovery KPIs

Recovery Point Objective (“RPO”):

RPO is defined as the maximum targeted period in which data might be lost from the Cloud Service due to a major incident. The commitment for the RPO for the Cloud Service is **4 hours.**

Recovery Time Objective (“RTO”):

RTO is the targeted duration of time and a service level within which a the Cloud Service must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity. The commitment for the RTO for the Cloud Service is **4 hours.**