



Offer Description: Kinetic for Cities

This Offer Description (the “**Offer Description**”) describes Kinetic for Cities (the “**Cloud Service**”). 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.

Table of Contents

1. Offer Description	1	3. Data Protection	3
2. Supplemental Terms and Conditions	1	4. Support & Maintenance	3
2.1. Geographic Restrictions	1	Definitions. ...	Error! Bookmark not defined.
2.2. Service Level Objectives	2		

1. Offer Description

CKC is a cloud platform that enables customers to uniformly manage, extract, monitor, and act upon sensor data gathered from cities and communities through five core functionalities:

- Real-time data engine. CKC collects data from a wide variety of sensor types across different city domains like parking, lighting, waste management, environment, safety and security and urban mobility, and normalizes the aggregated data to a common city domain data model.
- Time-series data storage. Raw data from the Real-time Engine is pushed to Time-Series Data Engine where all of the data is stored for historical data analysis.
- Customized workflow automation. Cities can create automated policies triggered upon particular events through its policy engine.
- Reporting and analytics. CKC provides basic reports on the data stored in the time series dataengine for reporting and analytics purposes.
- Alerts and incident management. The CKC platform provides a way to visualize alerts and take actions upon these alerts via the incident management capabilities through the interface. Users may opt into this feature and define customized alerts depending on sensor data input (e.g., fill level, geolocation). In addition, CKC provides a set of APIs through which local and global independent software vendors and city applications developers can extend the platform.

2. Supplemental Terms and Conditions

2.1. Geographic Restrictions.

CKC is currently unavailable in China and Russia.

2.2. Service Level Objectives.

The KPIs described in this Offer Description are used solely for the parties to monitor CKC's performance and Cisco shall not be liable for any failure to meet 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 in no less than thirty (30) days after the end of each Measurement Period, Cisco will provide to You a KPI report for the relevant Measurement Period ("Performance Report").

Excused Events.

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

- (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);
- (iv) Unscheduled availability due to incidents outside of Cisco's control, as described in Section 2.3 (Unscheduled Availability);
- (v) 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
- (vi) 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

3. Data Protection

Cisco's data protection obligations are set forth in the Agreement. Cisco only collects a very limited set of Personally Identifiable Information such as user name and password. Additionally, the Cisco Kinetic for Cities Privacy Data Sheet(s) (available [here](#)) supplement the Cisco Privacy Statement and describe the Personal Data that Cisco collects and processes as part of the delivery of the Cloud Services.

4. Support & Maintenance

The Cloud Services include the following: CKC is offered with Cisco Solution Support. Cisco will respond as set forth in the table below and may require information from You to resolve service issues. A delay in providing the information to Cisco may delay resolution and response time. Cisco Solution Support Services provides access to a team of Solution experts, who provide a primary point of contact for issues found within the Solution. By combining these Cisco Solution Support resources with the Customer's entitlements to technical support on all hardware and software elements that comprise the Solution, Cisco delivers support for the Solution, both directly and through coordination of product maintenance and support activities needed to troubleshoot and address issues across the Solution. Service description for Solution Support is located at <https://www.cisco.com/c/en/us/about/legal/service-descriptions.html>.

Phone support provides 24/7 Cisco Technical Assistance Center ("TAC") access to assist by telephone. Cisco will respond to open requests, based upon severity, as set forth in the table below.

Our website Cisco.com also provides helpful technical and general information about Cisco products, as well as access to Cisco's on-line knowledge base and forums.

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, subject to Cisco's adjustment to align with the below Severity definitions.

Basic Support from Cisco's IoT Solutions TAC	
Hours of Operation	24 hours per day
Days of Operation	7 days per week
Email & Web Support	Yes
Phone Support	Yes

Basic Support from Cisco's IoT Solutions TAC	
Access to Forums & KB	Yes
Max. No. of Technical Contacts	No Limit
Max. No. of Cases/Month	Unlimited
Response Times During Hours of Operation for Issues Submitted:	
Urgent (Severity 1)	30 minutes
High (Severity 2)	30 minutes
Normal (Severity 3)	1 Business Hour
Low (Severity 4)	1 Business Hour
Response Time Outside of Standard Business Hours for Issues Submitted (all Severity Types)	Next Business Day.
Managing Third Party Solutions	Included – case coordination

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 99.0% 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 core 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>