



Offer Description: Cisco SD-WAN

This Offer Description (the “**Offer Description**”) describes the Cisco SD-WAN network management software hosted in the Cisco cloud (the “**Cloud Service**”). Your subscription to the Cloud Service 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

The Cloud Service is a component of the Cisco SD-WAN solution (the “**Solution**”). The Solution is a software defined wide area network (SD-WAN) offering that allows You to (i) orchestrate network policies and manage Your network from a centralized console (using the Cloud Service or Cisco software located on-premise), and (ii) segregate the management, control and orchestration layers from the device transport layer. This allows network policy, control and orchestration to be performed across Your entire network of compatible Cisco routers (hardware or a virtual form factor) (“**Customer Devices**”) in a secure and extensible manner.

This Offer Description describes the Cloud Service that provides the management, control, and orchestration software when hosted in the Cisco cloud. The Cisco on-premise software and devices in the Solution are purchased separately and are not governed by this Offer Description.

2. Supplemental Terms and Conditions

2.1. Integrated Cisco Security Products

Depending on Your subscription tier, the Cloud Service may include access to Cisco Umbrella DNS Monitoring, Umbrella Insights, AMP and Threat Grid. The Cisco Umbrella Offer Description and the Cisco AMP, Threat Grid, and Clarity Offer Description (both available [here](#)) include additional terms relating to Cisco Umbrella DNS Monitoring, Umbrella Insights, AMP and Threat Grid.

2.2. Restrictions

You may only use the Cloud Service for the benefit of end customers if You are a Cisco-authorized service provider whose contract with Cisco permits You to utilize Cisco cloud services on behalf of end customers.

3. Data Protection

Cisco's data protection obligations are set forth in the Agreement. Additionally, the Cisco SD-WAN 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 Service.

4. Support & Maintenance

The Cloud Service includes online support and phone support. 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 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.

Phone support provides 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.

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	Response within 1 hour	Response within next Business Day
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 Your business operation. You and Cisco both will commit full-time resources to resolve the situation.

Severity 2 means the Cloud Service is degraded or significant aspects of Your business operation are negatively impacted by unacceptable software performance. You 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. You 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 Your business operation. You 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.

5. Service Level Agreement

Cisco will deliver the Cloud Service so that it meets or exceeds the Service Levels in this Service Level Agreement ("SLA"). Subject to the terms of this SLA, You will be entitled to Service Credits for Cisco's failure to achieve the Service Levels.

5.1. Service Level

Service Levels	Control Plane	During each Measurement Period, the Availability Percentage will be 99.9999% or greater.
	Management Plane	During each Measurement Period, the Availability Percentage will be 99.99% or greater.
Measurement Period	You are only eligible to receive a Service Credit if the term of your right to use the Cloud Service is one calendar month or greater.	
Service Level Calculation and Related Definitions	<p>"Availability Percentage" will be calculated as follows, converted to a percentage:</p> $\frac{\text{Total Service Time} - \text{Total Qualifying Outage Time}}{\text{Total Service Time}}$ <p>"Total Service Time" 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 results in a loss of the Core Services and is not excused under Section 5.3 of this SLA.</p> <p>"Core Services" means the following specific service capabilities:</p> <ul style="list-style-type: none"> • "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. <p>"Total Qualifying Outage Time" equals the aggregate sum of the downtime attributable to all Qualifying Outages during the Measurement Period. For the purposes of calculating Total Qualifying Outage Time, each Qualifying Outage will (i) commence upon Cisco's logging an incident ticket upon Your notice to Cisco of the outage with sufficient information for Cisco to confirm the outage and (ii) ends when the affected Core Services is fully restored. The duration of a Qualifying Outage will be rounded upward or downward to the nearest minute.</p>	

Service Credit	<p>If Cisco fails to meet the relevant Service Levels for a given Measurement Period, Cisco will issue a credit in accordance with the table below ("Service Credit"). The aggregate maximum Service Credit issued by Cisco to You in a single Measurement Period will not exceed 15 days, whether the Service Credit relates to falling below Control Plane Availability Percentage, Management Plane Availability Percentage, or both. Service Credits may not be exchanged for, or converted into, monetary amounts.</p> <table border="1" data-bbox="560 457 1383 795"> <tr> <td>If the Control Plane Availability Percentage is:</td><td>You may claim Service Credits in an amount equal to the corresponding number of days added to the end of the then-current term at no charge:</td></tr> <tr> <td><99.9999% and ≥ 99.999%</td><td>3 days</td></tr> <tr> <td><99.999% and ≥ 99.99%</td><td>7 days</td></tr> <tr> <td><99.99%</td><td>15 days</td></tr> </table> <table border="1" data-bbox="560 856 1383 1194"> <tr> <td>If the Management Plane Availability Percentage is:</td><td>You may claim Service Credits in an amount equal to the corresponding number of days added to the end of the then-current term at no charge:</td></tr> <tr> <td><99.99% and ≥ 99.9%</td><td>3 days</td></tr> <tr> <td><99.9% and ≥ 99.0%</td><td>7 days</td></tr> <tr> <td><99.0%</td><td>15 days</td></tr> </table>	If the Control Plane Availability Percentage is:	You may claim Service Credits in an amount equal to the corresponding number of days added to the end of the then-current term at no charge:	<99.9999% and ≥ 99.999%	3 days	<99.999% and ≥ 99.99%	7 days	<99.99%	15 days	If the Management Plane Availability Percentage is:	You may claim Service Credits in an amount equal to the corresponding number of days added to the end of the then-current term at no charge:	<99.99% and ≥ 99.9%	3 days	<99.9% and ≥ 99.0%	7 days	<99.0%	15 days
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Service Level Calculation Example	<p>For example, if during a 31-day month, two (2) Qualifying Outages occur—one Qualifying Outage lasting 60 minutes and another Qualifying Outage lasting 11 minutes—then the Service Level for Management Plane will be calculated as described below:</p> <p>Total Service Time = $31 \text{ (days in Measurement Period)} \times 24 \text{ hours} \times 60 \text{ minutes} = 44,640 \text{ minutes}$</p> <p>Total Qualifying Outage Time = $60 + 11 = 71 \text{ minutes}$</p> <p>Availability Percentage = $(44,640 - 71) / 44,640 \times 100 = 99.8\%$</p> <p>In this example, the Service Credit payable to You, if requested, would be an amount equal to 7 days added to the end of the then-current term.</p>																

5.2. Notice and Limitations

- (a) No Service Credits will be payable during the first Measurement Period.
- (b) In order to receive a Service Credit, You must notify Cisco in writing within thirty (30) days from the date of the Qualifying Outage. If You fail to comply with this requirement, You will forfeit Your right to receive a Service Credit.

5.3. Exceptions

Any failure by Cisco to achieve the Service Levels will be excused if caused by:

- (a) Time associated with scheduled maintenance windows;
- (b) Factors outside of Cisco's control or outside the scope of the Cloud Service, such as inadequate bandwidth or network failures external to Cisco data centers, either in Your data center, or between Your data center and Cisco's data center;
- (c) External integrations (including those created using Cisco APIs) or third-party software or services;
- (d) Beta or trial versions of a Cloud Service;
- (e) Your failure to adhere to any required configurations or supported platforms, follow policies for acceptable use, or Your use of the Cloud Service in a manner inconsistent with the Documentation;
- (f) Any events or factors considered Force Majeure under the Agreement; or
- (g) Issues that otherwise resulted from Your breach of the Offer Description or Agreement.

5.4. Exclusive Remedy.

The Service Credits specified in this SLA are Cisco's sole liability to You, and Your exclusive remedy, for Cisco's failure to meet the Service Level targets set out in this SLA.

6. Restricted Software.

6.1. General Export Requirements.

If You use software that is Restricted Software (US EAR 740.17.b.2), including keys that enable encryption functions, to provide managed services to end users, You are responsible for US and local export licensing when making any crypto activation key or software available to an end user (including being prepared for pre-shipment inspections). You must screen your end users and block any domain name or internet address of a foreign government end user, unless otherwise authorized specifically by US and local license. You must also ensure that (a) your end user is notified and understands that the transfer includes cryptographic "software" subject to export controls under the Export Administration Regulations, and that anyone receiving such a transfer cannot export the "software" without a license or other authorization; and (b) every party requesting or receiving a transfer of such "software" acknowledges affirmatively that the "software" is not intended for use by a government end user (as defined in part 772 of the EAR), unless specifically authorized by US export license.

6.2. Cisco Cloud Hosted Software

Each time You submit a purchase order, as applicable, it must include the end user's name and install site. All end users must be located in the United States, European Union, Australia, Canada, Iceland, Japan, New Zealand, Norway, Switzerland and Turkey.

6.3. Verification

Cisco has the right to verify Your compliance with US and local export control regulations, including but not limited to requesting and inspecting documents and processes, and You will assist and make information available to Cisco to facilitate such verification. In the event Cisco reasonably believes and can provide

evidence that You are non-compliant with US and local export control regulations, Cisco has the right to terminate the Agreement immediately with written notice.