

Cisco Security Management Platform PaaS Service Offer Description

This Offer Description (the “**Offer Description**”) describes the Cisco Security Management Platform PaaS Service (the “**SMP PaaS Service**” or 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.

Table of Contents

- | | |
|--------------------------------------|---|
| 1. Description of Cloud Service(s) | 2.1 Other Cisco Products |
| 1.1. SMP PaaS Service | 2.2 Cisco Threat Content |
| 1.2. SMP | 2.3 Additional Disclaimers |
| 2. Supplemental Terms and Conditions | 3. Data Protection |
| 2.1. Term | 4. Support and Maintenance |
| 2.2. Use Limitations | 1.2. Support and Escalation |
| 2.3. Additional Restrictions | 1.3. Availability Service Level Objective |

1. Description of Cloud Service(s).

1.1. SMP PaaS Service. The SMP PaaS Service is an optional platform-as-a-service add-on subscription to SMP (as defined below) that provides: (i) hosting of SMP and the integrated Software that SMP is purchased to be used with, (ii) 24X7 monitoring of the hosted environment, and (iii) provisioning of the applicable software releases. The PaaS Service is intended as a short-term solution to allow enterprise and service provider customers to accelerate deployment prior to their on-premise installation and deployment of SMP. For more information regarding SMP and the SMP PaaS Service, please see the Documentation.

1.2. SMP. The Cisco Security Management Platform Software (“SMP”) is a virtualized management and orchestration platform that is intended for use with various integrated Software and Cloud Service offerings. SMP and the Software it integrates with are governed by the Cisco End User License Agreement available at <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html> (or similar terms existing between You and Cisco) and the applicable Supplemental End User License Agreement available at the same link (together, the “EULA”).

2. Supplemental Terms and Conditions.

2.1. Term. If You have purchased the SMP PaaS Service concurrently with SMP and the applicable integrated Software and/or Cloud Service(s), Your subscription and license for SMP, the SMP PaaS Software, and the integrated Software and/or Cloud Service(s) commences on the earlier of (i) the date the Software is made available for download or installation, or (ii) the date the SMP PaaS Service is available for Your use, and lasts for the period stated in the Order.

2.2. Use Limitations. The SMP PaaS Service is licensed on the same license unit metric and for the same quantity of licenses as the applicable SMP license(s). You may not deploy or use a Cloud Service in a



manner that (i) extends beyond the duration of the applicable subscription term, or (ii) exceeds any use limitations or other metrics related to Your license (e.g. number of users) as set forth in this Offer Description, an Order, SKU, product identifier (PID) or Documentation.

2.3. Additional Restrictions. (a) You shall not outsource, sublicense, resell, lease, transfer or otherwise allow use of the Cloud Service for the benefit of any third party; except to the extent You are an authorized Cisco service provider whose contract with Cisco authorizes You to utilize Cisco cloud services on behalf of end customers (in which case You may use the Cloud Service only for the benefit of such end customers); and (b) You shall not (i) create derivative works based on the Cloud Service, or cause or permit others to; (ii) modify, reverse engineer, translate, disassemble, or decompile the Cloud Service, or cause or permit others to; (iii) access the Cloud Service in order to build a competitive product or service; or (iv) access the Cloud Service in order to infringe or misappropriate any intellectual property included in the Cloud Service. You will promptly notify Cisco of any unauthorized access or use of the Cloud Service.

2.4. Other Cisco Products. If a Cloud Service listed in this Offer Description is compatible for use with other Cisco products or service offerings not referenced herein, such other products and/or offerings may have additional license terms that apply to Your use of such products and offerings. You are also responsible for complying with the terms for such other Cisco products and offerings, as applicable.

2.5. Cisco Threat Content. If Your use of a Cloud Service requires or permits You to use any Cisco Threat Content, then You (and Your agents acting on your behalf) may only use such Cisco Threat Content for Your use with such Cloud Service and with those third-party products or services offerings that Cisco has identified as being compatible. You agree not to provide Cisco Threat Content to a third party.

2.6. Additional Disclaimers. CISCO DOES NOT REPRESENT OR WARRANT THAT THE CLOUD SERVICE WILL GUARANTEE ABSOLUTE SECURITY DUE TO THE CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON AND ATTACKING FILES, NETWORKS AND ENDPOINTS. CISCO DOES NOT REPRESENT OR WARRANT THAT THE CLOUD SERVICE OR THE SOFTWARE AND/OR CLOUD SERVICES IT INTEGRATES WITH WILL PROTECT ALL YOUR FILES, NETWORK, OR ENDPOINTS FROM ALL MALWARE, VIRUSES OR THIRD-PARTY MALICIOUS ATTACKS. CISCO DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING ANY THIRD-PARTY SYSTEM OR SERVICE TO WHICH A CLOUD SERVICE INTEGRATES OR TO ANY ONGOING INTEGRATION SUPPORT. INTEGRATIONS MADE ACCESSIBLE TO YOU THAT ARE NOT A GENERALLY AVAILABLE PRODUCT INCLUDED ON YOUR ORDER ARE PROVIDED ON AN "AS IS" BASIS.

3. Data Protection.

Cisco's data protection obligations are set forth in the Agreement. Additionally, please see the applicable privacy data sheets at [Privacy Data Sheet](#) for additional information regarding Personal Data collected and processed by Cisco, which supplement the [Cisco Privacy Statement](#).

4. Support and Maintenance.

4.1 Support and Escalation. The Cloud Service includes 24x7 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. 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.

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



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 Phone Support	24x7 via Phone & Web	Response within 1 hour	Response within next Business Day

The following definitions apply to this Section 4:

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

Severity 1 means the Cloud Service or Software 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 or Software 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 or Software 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 or Software. 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 support 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 (relative to the location of the Cisco TAC) on Business Days.

4.2. Availability Service Level Objective. Cisco shall use commercially reasonable efforts to maintain availability of 99.95% of each calendar month for the SMP PaaS Service. Availability will be calculated by dividing the total number of minutes of Uptime (defined below) during the applicable calendar month by the total number of minutes in such month, minus minutes of Outages (defined below) occurring due to scheduled maintenance and attributable to Third Party Actions (defined below), and multiplying that amount by 100. The formula for this calculation is as follows:

$$\text{Availability} = (X \div Y) \times 100$$

X= Total # of minutes of Uptime during calendar month

Y= (Total # of minutes in such calendar month) - (Total # of minutes of Outages from scheduled maintenance and Third-Party Actions)



For the purposes of this calculation, (i) An “Outage” means that SMP is unreachable, or that SMP is not processing or delivering any e-mails, when Your Internet connection is working correctly, (ii) “Uptime” means the number of minutes where there were no Outages, excluding Outages for scheduled maintenance and Third Party Actions, and (iii) “Third Party Action” means any action beyond Cisco’s reasonable control including, without limitation, the performance of Internet networks controlled by other companies or traffic exchange points that are controlled by other companies, labor strikes or shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages. If a dispute arises about whether or not an Outage occurred, Cisco shall make a determination in good faith based on its system logs, monitoring reports and configuration records, and as between customer records and Cisco records, Cisco records shall control. Cisco shall not be responsible for any Outages arising out of Third-Party Actions or for interruptions or shut down of the SMP PaaS Service due to circumstances reasonably believed by Cisco to be a significant threat to the normal operation of the PaaS Service, a Cisco facility, or access to or integrity of data (e.g. hacker or virus attack). In the event of such interruption or shutdown, Cisco will return SMP PaaS Service to normal operation as soon as reasonably possible.