Offer Description

Cisco Umbrella

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 document, 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 applies to Cisco Umbrella and any Cisco Offers that reference this Offer Description (the "Cisco Offer"). The Cisco Offer is a cloud security platform that unifies multiple security services in a single cloud-delivered platform to secure internet access and control cloud app usage from your network, branch offices, and roaming users. The Package Comparison provides information about the various Product packages. For more information on Cisco Umbrella, see the Umbrella Site and Umbrella Help Center.

2. Support and Other Services

2.1 **Support.** You will be required to select Cisco Support - Standard or Signature, or Solution Support when You purchase the Cisco Offer.

2.2 **Umbrella for Government (FedRAMP).** Cisco will provide support for Umbrella for Government as described in Section 2.1 (Support) above, with the following exceptions: (A) only Cisco Support - Standard or Signature support are available; and (B) Cisco will provide support via phone and email only.

3. Performance Standards

Cisco will use commercially reasonable efforts to deliver the Core Services to meet or exceed 99.999% Availability in accordance with the Umbrella Service Level Agreement ("SLA") available from Your Cisco account representative or Cisco authorized partner. Capitalized terms in this section will have the meaning in the SLA.

4. Data Handling

The Disclosure Documents for Cisco Umbrella provide information about data handling practices, security controls, and other features specific to this Cisco Offer.

5. Special Terms

5.1 **Covered Users**. For packages with user-based pricing, You must purchase one user license for each Covered User unless a published Cisco Offer data sheet states otherwise.

5.2 **Usage and Range Limits**. The Cisco Offer is subject to limitations and range limits set forth in the SIG Documentation and the DNS Documentation. As further described in the SIG Documentation, Cisco Offer SIG packages (i) are subject to an average bandwidth limit of up to 50 kilobits per second ("kbps") per Covered User, based on a 95th Percentile Calculation (whether such traffic is generated by individuals, devices, or servers), and (ii) the 95th Percentile Calculation allows peaks in usage that exceed the limit for brief periods of time. As further described in the DNS Documentation, Cisco Offer DNS Security packages are subject to a monthly DNS query limit average (whether such queries are generated by individuals, devices, or servers). You and Cisco agree to work together in good faith to resolve any excessive usage.

5.3 **Cisco Umbrella Reserved IP**. If You have purchased a subscription to Cisco Umbrella Reserved IP, please see Reserved IP Supplemental Terms for additional terms and conditions applicable to Your subscription.

5.4 **Cisco-Managed S3 Log Storage**. Certain Cisco Offer packages include the ability to select Cisco-managed S3 storage or Your own storage for DNS, proxy, and event logs. Cisco-managed S3 log storage is available with 7-day, 14-day or 30-day retention options. Please see the Cisco-managed S3 Bucket documentation for related requirements and best practices.

5.5 **Data Centers**. Your Cisco Offer subscription includes access to the Cisco Offer's global data centers found here: Umbrella Global Data Centers. Data centers not included at this link may require a separate subscription. Any data center(s) located in mainland China, when and if available, require a separate subscription purchased directly through the applicable service operator in China.

5.6 **Acceptable Use**. You will not (and will not allow any third party to): (i) establish regular and frequent automated queries to an external site, such as port scanning of a third-party entity not in Your control, or use offensive security technologies against a third party through the use of the Cisco Offer (because these actions could reasonably be viewed by the external site as a denial of service attack or a violation of the third party's terms and could lead to Cisco being blacklisted); (ii) use the Cisco Offer to access websites or blocked services in violation of applicable law and/or regulation; or (iii) use the Cisco Offer for the purpose of intentionally masking Your identity in connection with the commission of unlawful activities or to otherwise avoid legal process. If Cisco receives a third-party request for information, demand letter, or other similar inquiry in connection with Your use of the Cisco Offer relating to alleged unlawful activity on Your network, Cisco may disclose Your name to such third party as necessary to comply with legal process or meet national security requirements; protect the rights, property, or safety of Cisco, its business partners, You, or others; or as otherwise required by applicable law.

5.7 **Competitive Testing**. You will not publish or disclose to any third party any Cisco Offer performance information or analysis (including without limitation the results of benchmark or competitive testing) except with Cisco's prior written consent.

5.8 **Cisco OpenDNS Service**. If You are a paid customer of the Cisco Offer and nevertheless choose to use the Cisco OpenDNS Service, You agree that Your use is not subject to these Offer Description Terms, including any associated warranties or SLAs. Your use of the OpenDNS Service is governed by the OpenDNS Public DNS Terms of Service.

5.9 **Disclaimers. While Cisco has used commercially reasonable efforts to create effective security technologies, 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 product will guarantee absolute security or that it will protect all your files, network, or endpoints from all malware, viruses, or third-party malicious attacks.**

5.10 **Definitions**

Term	Meaning
95th Percentile Calculation	Cisco: (a) takes traffic samples over the course of 30 days at each Cisco Offer data center handling Your traffic, (b) discards the top 5% of the traffic samples at each such data center and takes the next highest traffic sample value (this next highest traffic sample value is called the "Peak Value"), and (c) adds together the Peak Values for each data center. This limit is further described in the SIG Documentation.
Covered User	Each Internet-connected employee, subcontractor, and any other authorized individual covered (i.e., protected) by Your deployment of the Cisco Offer.