

Offer Description for Cisco SD-WAN

OVERVIEW

This Offer Description describes the Cisco SD-WAN cloud-based offering. The overall solution is comprised of (i) Cisco vManage, the cloud-based management, control, orchestration and analytics functionality (the “**Cloud Service**” as referred to in the Cloud Agreement), and (ii) the applicable routers (such as the vEdge router) which may be in either a hardware or virtual form factor (the Cloud Service, together with the routers, the “**Solution**”).

Your use of the Cloud Service portion of the Solution is governed by the Cisco Universal Cloud Agreement (“**Cloud Agreement**”) and the terms in this Offer Description. A current copy of the Cloud Agreement is located at: <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html>

Unless defined within the text herein, capitalized terms used in this Offer Description are defined in the attached **Appendix A** or in the Cloud Agreement, as applicable.

OFFER DESCRIPTION AND SUPPLEMENTAL TERMS

Set forth below is a description of the Solution, plus the supplemental terms and conditions that are applicable to Your use of the Cloud Service.

Description. 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, and (ii) segregate the management, control and orchestration layers from the routing transport layer so that network policy, control and orchestration can be performed across the entire network of routers in a secure and extensible manner. Your network traffic remains at the routing transport layer and is not sent to the cloud.

Supplemental Terms.

A. Technical Support and Maintenance. Cisco will provide You with 24x7 Cisco Software Subscription Support Services for the Cloud Service and software related to the Solution, the current terms of which are located at: http://www.cisco.com/c/dam/en_us/about/doing_business/docs/cisco-software-support-service.pdf. The warranty and support for the hardware portion of the Solution are separately available and are not covered by this Offer Description.

B. Use Limitations. You may not use the Solution in a manner that (i) extends beyond the duration of the applicable subscription term (e.g. 1, 3 or 5 years), or (ii) exceeds any use limitations or other metrics related to Your license as set forth in this Offer Description, an Order, SKU, product identifier (PID) or Documentation for the Solution.

C. Cisco Use of Network Data. As part of Your use of the Solution You will be providing Network Data to Cisco. You agree that Cisco may use Network Data for the purposes of (i) delivering, maintaining, enhancing and supporting the Solution; and (ii) creating Statistical Data. Some Network Data that You provide or make accessible to Cisco is necessary for the essential use and functionality of the Cloud Service. You have the ability, however, to configure the Solution to limit some of the Network Data that can be collected, as further described in the applicable Documentation. **Please consult the applicable Documentation for more information on how You can configure Network Data collection.**

D. Cisco Use of Statistical Data. You also grant Cisco a non-exclusive, transferable, irrevocable, worldwide, perpetual, royalty-free and fully paid-up license to use Statistical Data for any purpose whatsoever, including,

without limitation, for purposes of enhancing, developing, marketing, and promoting Cisco products and services including the Cloud Service.

E. Software Usage. Your use of the software made available as part of a router, whether as part of an on-premise physical router (i.e. on the hardware) or as part of a virtual router, is licensed to You under the standard Cisco End User License Agreement (“**EULA**”). A current copy of the EULA is located at: <https://www.cisco.com/c/en/us/products/end-user-license-agreement.html>. In addition, if You elect the private cloud option for Cisco SD-WAN in which the functionality of the Cloud Service is made available for use in a data center controlled by You rather than by Cisco (the “**Private Cloud**”), then the software on the router and all software provided as part of the Private Cloud is licensed to You under the EULA.

[Appendix A Follows]

Appendix A

Definitions

“**Documentation**” means Cisco’s release notes, technical guides and user documentation in hard copy or machine-readable form that describe the functionality of the Solution.

“**Network Data**” means Telemetry Data (as defined in the Cloud Agreement), plus any technical data and related information about Your network generated as part of Your usage of the Solution including, but not limited to network host data; configuration files; network or router configurations; and information related to the usage, traffic patterns and behavior of a router or network.

“**Statistical Data**” means any information/data that Cisco derives from Network Data provided that such information/data is aggregated, anonymized and/or de-identified such that it cannot reasonably be used to identify an individual or Your entity.
