CISCO SECURE

Offer Description: Cisco Tetration SaaS

This Offer Description (the **"Offer Description"**) describes Cisco Tetration SaaS. Your subscription is governed by this Offer Description and the Cisco End User License Agreement located at www.cisco.com/go/eula (or similar terms existing between you and Cisco) (the **"Agreement"**). Capitalized terms used in this Offer Description and not otherwise defined herein have the meaning given to them in the Agreement.

Note: Cisco security products are being renamed under our Cisco Secure brand. Cisco Tetration SaaS will be part of Cisco Secure Workload. New product names will be updated in phases. You can find a map of our current and new names, and additional information regarding the Cisco Secure naming updates at https://www.cisco.com/c/en/us/products/security/index.html

1. Description

1.1. Cisco Tetration SaaS

The Tetration SaaS platform provides workload protection and endpoint visibility for multicloud data centers, enabling customers to manage workloads securely and consistently. Tetration is cloud & infrastructure agnostic, providing consistent protection in heterogeneous environments.

1.2. Cisco SecureX

Your Cisco Tetration SaaS subscription includes access to Cisco SecureX, Cisco's integrated security platform that aggregates threat intelligence (through SecureX threat response, also known as Cisco Threat Response), unifies visibility across various Cisco and third party security products, enables automated workflows, and more. For more information on SecureX, please see the SecureX Offer Description at https://www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html.

2. Supplemental Terms and Conditions

Cisco Tetration APIs and Tetration Apps

Tetration includes "Tetration APIs" and "Tetration Apps," additional functionality subject to these additional terms, which you agree to if you use either of them. You are licensed to use and make calls to the Tetration APIs and Tetration Apps for the sole purpose of developing and implementing software applications that work, communicate, or interact with Your licensed Tetration products. You agree not to assert any of your intellectual property developed with use of and/or used with the Tetration APIs or Tetration Apps against Cisco or any of its affiliates, customers, resellers, distributors, or other licensees of the Tetration APIs and Tetration Apps for making, having made, using, selling, offering for sale, or importing: (i) any products or services implementing, interfacing with or operating in combination with the Tetration APIs or Tetration Apps; or (ii) any applications developed using the Tetration APIs or Tetration Apps. If You do not agree with the foregoing terms for Tetration APIs and Tetration Apps, do not make use of such functionality.

3. Service Level Objective

Cisco will endeavor to deliver the Cloud Service so that it meets or exceeds the Service Level in this Service Level Objective ("**SLO**"). You acknowledge and agree this SLO is: (1) intended only to help the parties monitor availability of the Cloud Service; and (2) Cisco's failure to achieve the Service Level will not (a) entitle Customer to payment of any service credits; or (b) otherwise result in any liability whatsoever for Cisco.

3.1. Service Level

Service Level	During each Measurement Period, the Availability Percentage will be 99% or greater.
Measurement Period	One calendar quarter
Service Level Calculation and Related Definitions	"**Availability Percentage**" will be calculated as follows, converted to a percentage: $$\frac{\text{Total Service Time} - \text{Total Qualifying Outage Time}}{\text{Total Service Time}}$$ "**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). "**Qualifying Outage**" means an outage that results in a loss of the Core Services and is not excused under Section 3.2 of this SLO. "**Core Services**" means the following specific service capabilities: Tetration SaaS core product functionality, excluding third-party integrations, integrations through Kafka and APIs "**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) end when the Core Service(s) is fully restored. The duration of a Qualifying Outage will be rounded upward or downward to the nearest minute.

3.2. Exceptions

Any failure by Cisco to achieve the Service Level 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; 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.

(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.

4. Data Protection

The Cisco Tetration SaaS and Cisco SecureX Privacy Data Sheets (available here) describe the Personal Data that Cisco collects and processes as part of the delivery of the Cloud Services. For further details on how Cisco processes, uses and protects all categories of data, please visit Cisco's Security and Trust Center.

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5. Support & Maintenance

The Cloud Services include 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.

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.

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.

For Software, Cisco will provide (i) work-around solutions or patches to reported problems and (ii) major, minor and maintenance releases of the licensed Software version, which can be accessed on Cisco Software Central. You may be required to update to the latest Software release to correct a reported Software problem.

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 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.

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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.