



## Offer Description: Duo

This offer description (“**Offer Description**”) describes supplemental terms and conditions that will govern Your use of the Cloud Service (as defined below). Please consult the Duo Documentation located at <https://duo.com/docs>, which Cisco may amend from time to time, for further information on technical specifications, configuration requirements, features and functionalities.

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

Capitalized terms used in this Offer Description and/or the Order not otherwise defined herein have the meaning given to them in the Agreement.

### 1. Definitions

“**Cloud Service**” means all Duo products and services that are ordered by or made available to You under a free trial (which includes use of Duo Free Edition) or an Order, including, where applicable, (i) Duo proprietary software, (ii) open source software used by Duo in providing the Cloud Service that integrates with Your network or application, as provided in the Documentation and any updates, fixes, or patches developed from time to time, and (iii) hardware security tokens purchased by You under an Order, which are sourced by Cisco from a third party (“**Hardware Tokens**”), including associated offline components, as described in the Documentation.

### 2. Supplemental Terms and Conditions

#### 2.1. Use Limitations.

The restrictions on Your use of the Software set forth in the Agreement also apply to Your use of the Cloud Service. In addition to the terms in the Agreement, You shall not, and will not permit any Authorized Users nor any third party to submit through the Cloud Service any (i) social security numbers or other government-issued identification numbers, (ii) passwords or other authentication credentials (other than those required to administer the Cloud Service), (iii) health information, biometric data, genetic data, or payment/financial information, (iv) any data relating to a person under the age of thirteen (13) years old, or (v) any other data that is subject to regulatory or contractual handling requirements (e.g., PCI, HIPAA, or state and federal data security laws). The Cloud Service is provided for commercial use only, not for private use.

#### 2.2. Service Level Agreement.

The description of the availability of the Cloud Service (“**SLA**”) is located at: <https://www.duo.com/legal/sla>. Subject to full compliance with the terms and conditions of this Offer Description and the Agreement, in the event that You earn fifteen (15) days of service credits, determined in accordance with the terms of the SLA, in each of three consecutive months, You may terminate Your use of the Cloud Service under the Order and, as Your sole and exclusive remedy for Cisco’s breach of the SLA, receive a refund of any pre-paid subscription fees paid to Cisco for the Cloud Service not rendered as of the termination date. The SLA shall not apply with respect to free, trial, or beta use of the Cloud Service.

### 2.3. Your Responsibilities

- a. The Cloud Service may allow You to integrate with third-party products. Cisco does not support or warrant third-party products and disclaims all responsibility and liability for third-party products used with the Cloud Service, including any responsibility for data transferred to such third-party product through Your use of the applicable integration. If You use a third-party product, the terms of use for that third-party product are between You and that third party.
- b. You must ensure that all third parties using the Cloud Service through You agree (a) to use the Cloud Service in full compliance with this Offer Description and the Agreement, and (b) to the extent permitted by applicable law, to waive any and all claims directly against Cisco related to the Cloud Service.

### 2.4. Telephony

Your Order will indicate an initial allotment of telephony credits, if applicable. You may purchase additional telephony credits separately via the billing section of the Duo administrator panel or by contacting a sales representative. U.S. and international rates for telephony can be found at [https://www.duo.com/docs/telephony\\_credits](https://www.duo.com/docs/telephony_credits).

### 2.5. Hardware Tokens

If You have purchased Hardware Tokens as part of the Cloud Service, Cisco warrants to You only that Hardware Tokens will be free of hidden defects in material and workmanship at the time of sale and for a period of six (6) months thereafter. This Hardware Token warranty is limited to replacement of defective Hardware Tokens and is Your exclusive remedy for defective Hardware Tokens. Title in the Hardware Tokens transfers to You upon shipment from Cisco's applicable fulfillment facility in the United States.

### 2.6. Anti Corruption

You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any Cisco employee or agent in connection with this Offer Description or the Agreement. If You learn of any violation of the above restriction, You will promptly notify Cisco.