Offer Description: Cisco IOT Operations Dashboard

This Offer Description (the “Offer Description”) describes Cisco’s IOT Operations Dashboard (“IOTOD”) cloud service (the “Cloud Service” or “IOTOD Cloud Service”). Your use of the Cloud Service is governed by this Offer Description and the Cisco End User License Agreement located at www.cisco.com/go/eula (the “Agreement”). Capitalized terms used in this Offer Description not otherwise defined herein have the meaning given to them in the Agreement. This Offer Description controls in the event of a conflict with the Agreement.

Table of Contents

1. Offer Description ............................................ 1
   1.1. Maintenance and Updates .................... 1
   1.2. Unscheduled Availability ....................... 1
   1.3. Service Level Objectives ........................ 1
   1.4. Beta Features ........................................ 2
2. Data Protection .............................................. 2
3. Support ...........................................................2
   Exhibit A: Service Availability KPI.........................4
   Exhibit B: Disaster Recovery KPIs ........................6
   Recovery Point Objective (“RPO”)........................6
   Recovery Time Objective (“RTO”)......................6

1. Offer Description

This IOTOD Cloud Service provisions, monitors, and manages Cisco hardware products such as Cisco Connected Grid Router’s, Industrial Ethernet Switches, Industrial Integrated Services Routers, and Industrial Routing Gateways (collectively the “Supported Hardware”).

1.1. Maintenance and Updates. Cisco endeavors to provide You with notice of any scheduled maintenance or updates at least seven (7) days in advance within the IOTOD user interface.

1.2. Unscheduled Availability. Cisco provides notification of unscheduled downtime via the system status site located at https://statuspage.ciscokinetic.io/. On that site, You can also subscribe to receive status updates via email.

1.3. Service Level Objectives. This Section describes the KPIs and KPI Targets that Cisco endeavors the Cloud Service to meet. The KPIs are used solely for the parties to monitor the performance of the Cloud Service. Cisco shall not be liable whatsoever if the KPIs fail to meet their KPI Targets.

   Performance Measurement. Cisco will use its standard processes and tools for measuring and determining whether Cisco achieved the KPI Targets.

   Performance Reports. Upon request but no less than thirty (30) days after the end of each Measurement Period, Cisco will provide a report on the KPIs for therelevant Measurement Period (“Performance Report”) to You.

Excused Events

Any failure by Cisco to meet the KPI Target is excused to the extent to which it is caused by:

(i) a material act or omission You make in breach of the terms and conditions of Agreement;
(ii) Your failure to comply with its obligations under the Customer Responsibilities listed below;
(iii) problems outside of the applications and data centers that Cisco manages and controls;
(iv) Maintenance or updates, as described in Section 1.2 (Maintenance and Updates);
(v) Unscheduled availability due to incidents outside of Cisco’s control, as described in Section 1.3 (Unscheduled Availability);

(vi) any delays or faults caused by Your or a third party’s (a) equipment, (b) services, (c) business logic (including, without limitation, all scripts, natural language, third party application integration, API logic, etc.), (d) applications, or (e) platform customizations that are outside of Cisco’s direct control; or

(vii) Your failure to implement the actions that Cisco recommends You take to remediate incidents.

Customer Responsibilities

Customer will:

a. make available to Cisco a single point of contact to cooperate with Cisco and respond to any Cisco requests with respect to verifying an outage or KPI performance;

b. provide such information as may be reasonably requested by Cisco to help Cisco in resolving an outage;

c. provide Cisco with such cooperation and assistance as may be reasonably required to help verify the accuracy of Cisco’s measurements and analysis of its performance consistent with the KPI Targets.

Cisco will use the KPIs listed below to monitor performance and each is described in a separate exhibit attached hereto and made part of this Offer Description by this reference:

<table>
<thead>
<tr>
<th>KPI Name</th>
<th>Exhibit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Availability</td>
<td>A</td>
</tr>
<tr>
<td>Recovery Point Objective</td>
<td>B</td>
</tr>
<tr>
<td>Recovery Time Objective</td>
<td>B</td>
</tr>
</tbody>
</table>

1.4. Beta Features

Cisco plans to offer features and packages, on an ongoing basis at Cisco’s option, that may be marked as “beta,” “promotional,” or other similar designation and that are provided by Cisco free of charge. You must affirmatively select to use these features and packages before they are activated.

2. Data Protection

Cisco’s data protection obligations are set forth in the Agreement. The only data that Cisco collects that might be Personally Identifiable Information is the name and password for each user of the Cloud Service. Cisco uses this information solely for managing access to and administering the Cloud Service; this information is necessary for Cisco to provide the Cloud Service to You. Cisco may also collect geo-location of the Supported Hardware, but no geo-location data are collected concerning persons.

3. Support

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.

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 based on case severity. Cisco may adjust assigned case severity to align with the Severity definitions below.
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.

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.

Your access to and use of the Cloud Services may be suspended for the duration of unanticipated or unscheduled downtime, including as a result of catastrophic events, external denial of service or other security breach, or operational incidents.
# Exhibit A:  
Service Availability KPI

<table>
<thead>
<tr>
<th>Service Level Target</th>
<th>The Availability Percentage will be 99.5% or greater for each Measurement Period (as defined below).</th>
</tr>
</thead>
<tbody>
<tr>
<td>Measurement Period</td>
<td>One calendar month</td>
</tr>
<tr>
<td>Service Level Business Objective</td>
<td>To help maintain availability of the Cloud Service.</td>
</tr>
</tbody>
</table>

**Service Level Calculation and Related Definitions**

“The Availability Percentage” will be calculated as follows, converted to a percentage:

\[
\text{Availability Percentage} = \frac{\text{Total Service Minutes} - \text{Total Qualifying Outage Minutes}}{\text{Total Service Minutes}} \times 100\
\]

where:

- “Total Service Minutes” 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: (a) results in an outage of all of the Cloud Service; (b) is not excused under Excused Events listed in Section 1.3 of this Offer Description; (c) is directly attributable to a failure of the Cloud Service; and (d) is not due to any failure of the Cloud Service to interoperate with Your or any third-party components.

- “Total Qualifying Outage Minutes” equals the aggregate sum of the downtime minutes of time that are attributable to all Qualifying Outages during the Measurement Period. For the purposes of calculating Total Qualifying Outage Minutes, each Qualifying Outage will (i) commence upon the earlier of (a) Cisco’s detecting the outage or (b) Cisco’s logging an incident ticket upon Customer’s notice to Cisco of the outage with sufficient information for Cisco to confirm the outage; and (ii) end when the Cloud Services are fully restored. The duration of a Qualifying Outage will be rounded upward or downward to the nearest minute.

The following will not be included in the calculation of Total Qualifying Outage Minutes: (a) outages during scheduled maintenance windows, (b) emergency operational changes or (c) Force Majeure Events.
Exhibit B:  
Disaster Recovery KPIs

Recovery Point Objective ("RPO"):

RPO is defined as the maximum targeted period in which data might be lost from the Cloud Service due to a major incident. The commitment for the RPO for the Cloud Service is 4 hours.

Recovery Time Objective ("RTO"):

RTO is the targeted duration of time and a service level within which the Cloud Service must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity. The commitment for the RTO for the Cloud Service is 4 hours.