



Offer Description for Cisco Operational Insights

OVERVIEW

The Cisco Universal Cloud Agreement (“**Agreement**”) and the terms herein govern Your use of **Cisco Operational Insights** (together with its associated support, the “**Cloud Service**”). A current copy of the Agreement is located at: <http://www.cisco.com/c/en/us/about/legal/cloud-and-software.html>. Unless defined within the text or Appendix A herein, capitalized terms used in this Offer Description are defined in the Agreement.

If the Cloud Service listed in this Offer Description is compatible for use with other Cisco products or service offerings not referenced herein, such other products and/or offerings may have additional license terms that apply to Your use of such products and offerings. You are also responsible for complying with the terms for such other Cisco products and offerings, as applicable. The terms set forth herein apply to the Cloud Service listed in this Offer Description whether purchased for use on a standalone basis, or purchased for use with such other Cisco products or offerings.

DESCRIPTION AND SUPPLEMENTAL TERMS

Description.

Cisco® Operational Insights is a comprehensive resource for monitoring, managing, and optimizing your assets, Internet of Things (IoT) sensors, alert systems, and operational workflows (the “**Assets**”). Using a technology-agnostic approach, the Cloud Service can use a wide range of tags and sensors, including Wi-Fi, Bluetooth Low Energy (BLE), RFID, and environmental monitors, to continually integrate, monitor, and manage your connected operations. The Cloud Service dashboard gives you real-time visibility into how your operations are functioning, enabling you to immediately remediate and optimize operational processes. In addition, you have access to a wide range of historical reports and Key Performance Indicators (KPIs) to help you continually evaluate the effectiveness of operations and measure the impact of new processes.

Please consult the Documentation for further information on the Cloud Service’s technical specifications, configuration requirements, features and functionalities.

Supplemental Terms.

A. Technical Support.

- a. This section describes technical support applicable to the Cloud Service. This section should be read in conjunction with the following documents also posted at www.cisco.com/go/servicedescriptions: (1) the online Glossary of Terms; (2) List of Services Not Covered; and (3) Severity and Escalation Guidelines. All capitalized terms in this section have the meaning ascribed to them in Appendix A below, or the online Glossary of Terms; the definitions in Appendix A below shall govern in the case of any conflicting definitions.
- b. Cisco Responsibilities:
 - i. Cisco Support team access 24 hours per day, 7 days per week to assist by telephone (1-877-330-9746) or electronic mail (opinsights-

support@external.cisco.com) with the Cloud Service use, configuration and troubleshooting issues. Cisco will respond within one (1) hour for all support requests received for Severity 1 and 2 issues. Cisco will respond within twenty-four (24) hours for all support requests received for Severity 3 and 4 issues. Manage problems according to the Cisco Severity and Escalation Guidelines.

- ii. Access to Cisco.com. This system provides customer with helpful technical and general information on Cisco Products as well as access to Cisco's on-line Software Center library. Please note that access restrictions identified by Cisco from time to time may apply.
 - iii. Work-around solutions or patches to reported Cloud Service problems will be provided using reasonable commercial efforts. An advantage of the Cloud Service is that any patches or Maintenance Releases/updates for Cloud Service users experiencing a problem in their subscription will be implemented automatically with little or no action on the customer's part.
 - iv. Minor and Maintenance Releases/Updates. All paying customers will receive updates corresponding to the Cloud Service package to which they subscribe ("**Updates**"). Such Updates are limited to Cloud Service components that have been validly licensed and paid for and that are covered under a current Term Subscription contract and whose account is in good standing order. Cisco may also release additional features or complementary services that are not included in the subscription and are available at an additional charge. Cisco may from time to time discontinue or remove some features that are deemed as depreciated or have low customer adoption. Applicable supporting Documentation for the latest production version, if available, is on Cisco.com and is limited to only the current production instance of Cloud Service.
- c. Customer Responsibilities:
- i. Provide a severity level as described in the Cisco Severity and Escalation Guidelines.
(https://www.cisco.com/c/dam/en_us/about/doing_business/legal/service_descriptions/docs/Cisco_Severity_and_Escalation_Guidelines.pdf) for all interactions the customer has with Cloud Service support team.
 - ii. Grant Cisco reasonable access to systems passwords so that problems may be diagnosed and, where possible, corrected remotely.
 - iii. Provide any Hardware required to perform fault isolation.
 - iv. Make all reasonable efforts to isolate the Cloud Service's problem prior to requesting support from Cisco.
 - v. Acquire, install configure and provide technical support for all:
 - 1. Third-party products, including upgrades required by Cisco or related services; and
 - 2. Network infrastructure, including, but not limited to, local and wide-area data Networks and equipment required by Cisco for operation of the Cloud Service.

B. Scheduled Maintenance. From time to time, Cisco performs scheduled maintenance to update the servers and software that are used to provide the Cloud Service. Cisco agrees to use reasonable efforts to provide You with prior notice of any scheduled maintenance in advance of any planned

downtimes that would impact Your use of the Cloud Service. Notwithstanding the foregoing, You acknowledge that Cisco may, in certain situations, need to perform emergency maintenance of the Cloud Service without providing advance notice.

C. Evaluation. Trial access to the Cloud Service is available for a period of no longer than sixty (60) days. Trial Cloud Services are provided "AS-IS" without support or any express or implied warranty or indemnity of any kind. At any time during or at the end of the trial, Cisco may deactivate or delete Your account and any related data, information, and files, and bar any further access to such data, information and files for any reason.

D. Use Limits. You may not deploy or use the Cloud Service in a manner that (i) extends beyond the duration of the applicable subscription term (e.g. 1, 3, or 5 years), or (ii) without remittance of additional payments, exceeds any use limitations or other metrics related to Your license (e.g. device limits) as set forth in this Offer Description, an Order, SKU, product identifier (PID) or Documentation for the Cloud Service.

E. Authorization. You understand and agree that you are solely responsible for obtaining all necessary authorizations from the owner(s) of the Assets that are monitored and managed by the Cloud Service. Cisco has no obligation to confirm that such authorizations have been obtained, and assumes no liability with respect thereto.

F. Cisco Use of Data. As part of Your use of the Cloud Service, You will be providing, making accessible to Cisco and/or generating through your use of the Cloud Service (i) Customer Data and (ii) Telemetry Data (all of the foregoing collectively shall be referred to herein as “Data”). You acknowledge and consent that Cisco may use Data for the purposes of (a) delivering, enhancing, customizing and/or supporting the Cloud Services; and (b) creating Statistical Data. Cisco may share Data (x) within Cisco and any of our worldwide subsidiaries and with our authorized contractors only for the above authorized purposes; (y) as necessary to comply with law and subject to Cisco’s policy on law enforcement requests at <http://www.cisco.com/c/en/us/about/trust-transparency-center/validation/report.html>; and (z) otherwise with Your written consent. Any Personal Data included in Data is defined in, and subject to, the terms set forth in the Agreement.

Some Data that Cisco collects from a Cloud Service, or that You provide or make accessible to Cisco as part of Your use of a Cloud Service, is necessary for the essential use and functionality of such Cloud Service. Data is also used by Cisco to provide associated services such as technical support and to continually improve the operation, security efficacy and functionality of the Cloud Services. For those reasons, You may not be able to opt out from some of the Data collection other than by uninstalling or disabling the Cloud Service.

G. Use of Statistical Data. You hereby 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/or promoting Cisco products and services, including the Cloud Service.

H. Data Security. Cisco will maintain administrative, physical and technical safeguards consistent with industry standards and the Documentation, which are designed to provide security, confidentiality and integrity of the Data used by Cisco.

Appendix A

Definitions

“Documentation” means Cisco’s release notes, technical guides, data sheets and user documentation in hard copy or machine-readable form that describe the functionality and features of the applicable Cloud Service and/or the Software.

“Statistical Data” means any information/data that Cisco derived from Customer Data and/or Telemetry Data provided that such information/data is aggregated and/or de-identified such that it cannot reasonably be used to identify an individual or entity.