

Offer Description

IMPORTANT: READ CAREFULLY

Cisco Kinetic Cloud Service Modules Offer Description

The Cisco Universal Cloud Agreement (“**Agreement**”) and the terms in this Offer Description govern your use of the Cisco Kinetic Gateway Management Module (“**GMM**”) and Data Control Module (“**DCM**”) (collectively “**Cloud Services**”). A current copy of the Agreement is located at: <https://www.cisco.com/c/en/us/products/universal-cloud-agreement.html>. All capitalized terms not otherwise defined herein shall have the same meaning as provided for in the Agreement. In the event of a conflict with the Agreement, this Offer Description shall control.

The Cloud Services are designed to work with the Cisco Kinetic Edge & Fog Processing Module (“**EFM**”) to provide a complete IoT data fabric. EFM is an on premises software module that is subject to separate terms under a Cisco Supplemental End User License Agreement. The terms set forth in this Offer Description only apply to the Cloud Services and expressly exclude EFM.

Description of the Services

Cisco Kinetic is a hybrid offer of cloud service modules and on premises software modules that collectively provide a complete IoT data fabric. The Cisco Kinetic IoT data fabric is a distributed system of software that extracts, computes, and moves data from the things that make up the Internet of Things to various applications of Your choosing that are “northbound” from the fabric. Cisco Kinetic includes the Cloud Services, described in this Offer Description, that work in conjunction with EFM, which is a software module that is deployed on devices at the edge of the fabric.

Gateway Management Module

Cisco Kinetic Gateway Management Module (“**GMM**”) provisions, monitors, and manages Cisco Industrial Integrated Services Router (“**IR**”) 800 series IoT gateways, IR 809 and IR 829, remotely at scale via a cloud-based application.

Data Control Module

Cisco Kinetic Data Control Module (“**DCM**”) is a cloud-based application that extracts data from diverse and geographically-distributed IoT devices and moves select data to distributed cloud-based applications according to policies set by the data owners.

DCM provides users a toolkit to extract data from OT devices by creating, deploying and managing edge / fog applications, enables users to configure data routing policies easily, and optimize data extraction with minimal programming by invoking a rules engine.

Geographic Availability Restrictions

In addition to any restrictions under Section 16 of the Agreement, the Cloud Service is not available to Cisco customers located in the Russian Federation or the People’s Republic of China.

Supplemental Terms and Conditions

These supplemental terms and conditions describe the support that is included with the Cloud Services and the Cloud Services' service level targets. Cisco might require information from you in resolving service issues. You agree to provide the information requested and understand that a delay in providing the information to Cisco might delay the time it takes to resolve issues and respond to you.

Support and Escalation

A basic level of support services provided by Cisco Cloud TAC are included with the Cloud Services ("**Embedded Support**"). However, Solution Support is not included in the Cloud Services. You must separately purchase Cisco Solution Support, if available for your solution, to obtain access to this enhanced support that is described in the Cisco Solution Support service description posted at www.cisco.com/go/servicedescriptions.

This Support and Escalation Section of the Offer Description should be read in conjunction with the following documents also posted at www.cisco.com/go/servicedescriptions: (1) 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 the Glossary of Terms.

As part of the Embedded Support, You have access to the Cisco Cloud TAC, as set forth below, to assist you by email or via the Web with your use, configuration, and troubleshooting of the Cloud Services.

- AMERICAS 12 hours a day / 5 business days a week
- EMEAR/APJC local business hours / 5 business days a week.

Cisco will respond, as set forth in the table below, to issues received during Standard Business Hours. For all calls received outside Standard Business Hours, Cisco will respond no later than the next Business Day.

You will also have access to Cisco.com as part of Embedded Support. Cisco.com provides Customer with helpful technical and general information on 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.

Embedded Support from Cisco's Cloud TAC	
Hours of Operation	8 am-8 pm Eastern Time, M-F, in Americas 8 am-5 pm local time, M-F, EMEAR and APJC
Days of Operation	Business Days only
Email & Web Support	Yes
Phone Support	Yes (During Hours of Operation)
Access to Forums & KB	Yes
Max. No. of Technical Contacts	No Limit
Max. No. of Cases/Month	Unlimited

Embedded Support from Cisco's Cloud TAC	
Response Times for Issues Submitted During Hours of Operation	
Urgent (Sev 1)	1 Business Hour
High (Sev 2)	4 Business Hours
Normal (Sev 3)	8 Business Hours
Low (Sev 4)	12 Business Hours
Response Time To Issues Submitted Outside of Hours of Operation for all Severity Types	Next Business Day.
Managing Third Party Solutions	No. Not included.

Maintenance and Updates

From time to time, Cisco performs scheduled maintenance, to update the servers and software that are used to provide the Cloud Service. Cisco will make all notifications for such scheduled maintenance solely via email and status web portals. Notwithstanding the foregoing, You acknowledge that Cisco may need to perform emergency maintenance without providing advance notice.

Cisco reserves the right to modify and update the features and functionality of the Cloud Services. These updates may include any subsequent release or version of the Cloud Services containing functional enhancements, extensions, error corrections or fixes which are generally made available to customers.

Cisco provides notice of any material modification or update to the Cloud Services or update via email and the status web portals. Cisco will use commercially reasonable efforts to implement modifications or updates in a manner that will minimize the impact on the performance of the Cloud Services and Your use of the Cloud Services.

Cisco must occasionally schedule maintenance windows, which Cisco tries to minimize so that the Cloud Services achieve targeted service levels. Cisco endeavors to provide you with notice of any suspension of the Cloud Services ("**Service Suspension**") seven (7) days in advance, post updates on progress during suspension of service, and to post updates regarding resumption of Cloud Services following any such suspension. Cisco currently posts such information publicly, but shall have no liability for the manner in which we may do so or if we fail to do so.

Unscheduled Availability Due to Incidents Outside of Cisco's Control

You acknowledge that 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. Cisco endeavors to minimize and eliminate incidents under its control to achieve its service level targets.

Service Level Agreement

This Section describes (i) key performance indicators (“**KPIs**”) that Cisco uses to assess and manage the performance of the Cloud Services, and (ii) the targeted values that Cisco seeks to attain or exceed for the KPIs (“**KPI Target**”). The KPIs are used solely for the parties to monitor the performance of the Cloud Services. 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 its Service Commitment.

Performance Reports. Within thirty (30) days of the end of each Measurement Period, Cisco will provide to You a report on the Service Commitment for the relevant Measurement Period (“**Performance Report**”).

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 of that 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 above;
- (v) Unscheduled Availability Due to Incidents Outside of Cisco’s Control, as described above;
- (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 Cisco’s recommendations necessary 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:

KPI Name	Exhibit
Service Availability	A
Recovery Point Objective	B
Recovery Time Objective	B

Exhibit A: Service Availability KPI

Service Level Target	The Availability Percentage will be 99.5% or greater for each Measurement Period (as defined below).
Measurement Period	One calendar month
Service Level Business Objective	To help maintain availability of the Core Cloud Services.
Service Level Calculation and Related Definitions	<p>“Availability Percentage” will be calculated as follows, converted to a percentage:</p> $\frac{\text{Total Service Minutes} - \text{Total Qualifying Outage Minutes}}{\text{Total Service Minutes}}$ <p>where:</p> <p>“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).</p> <p>“Qualifying Outage” means an outage that: (a) results in a loss of the Core Cloud Services; (b) is not excused under Exceptions Section of this Offer Description; (c) is directly attributable to a failure of the Cloud Services to deliver the Core Cloud Services; and (d) is not due to any failure of the Cloud Services to interoperate with Your or any third-party components.</p> <p>“Core Cloud Services” means the following specific service capabilities:</p> <ul style="list-style-type: none"> (a) Administrative web portal is not available; (b) The data control modules (“DCM”) of the Kinetic platform is not available; and (c) The gateway management module (“GMM”) of the Kinetic platform is not available. <p>“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 Core Cloud Services are fully restored. The duration of a Qualifying Outage will be rounded upward or downward to the nearest minute.</p> <p>The following will not be included in the calculation of Total Qualifying Outage Minutes: (a) outages during scheduled maintenance windows or (b) emergency operational changes.</p>

Exhibit B: Disaster Recovery KPIs

Recovery Point Objective (RPO):

A Recovery Point Objective (RPO) is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident. The commitment for the RPO for the Kinetic Platform is **4 hours**.

Recovery Time Objective:

The **Recovery Time Objective (RTO)** is the targeted duration of time and a service level within which a business process 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 Kinetic Platform is **4 hours**.