



## Service Description for Cisco on Demand

This document describes the Cisco on Demand Offering sold by Cisco Systems, Inc. and Cisco Approved Sources.

### Service Description

Upon payment of the Charges, Cisco shall provide the Cisco on Demand instance and access (the "Offering") as described in this document (the "Service Description"). The Offering may also be referred to in some documents as the "Services".

### Governing Agreement

This Service Description is subject to the terms of the Cisco SaaS Agreement (or another Product, End User License, or Services Agreement agreed to between Customer and Cisco) referenced in the Order, including any applicable Supplemental End User License Agreement or other addenda associated with the Offering (the "Agreement").

If you purchased this Offering through a Cisco Approved Source, this document is for informational purposes only except for Exhibit G, Section 1, Data Privacy which the Cisco Approved Source must flow to you, and you must agree to comply with, as a condition of sale. This document is not a contract between you and Cisco. The contract, if any, governing the provision of this Offering is the one between Customer and its Cisco Approved Source. Such Cisco Approved Source should provide this document to Customer, or Customer can obtain a copy of this and other Cisco service descriptions and offer descriptions at [www.cisco.com/go/servicedescriptions/](http://www.cisco.com/go/servicedescriptions/).

### Order

An "Order" means a written or electronic order to Cisco for the Offering, to be provided by Cisco under the Agreement. Such accompanying Order will reference this Service Description and will detail the quantity, type, pricing, payment terms, and any applicable base and/or capacity commitments by Customer.

### Order of Precedence

Customer will have the right to use the Offering for the term specified in the Order, subject to the conditions of the Agreement and this Service Description. If there is a conflict between the Agreement and this Service Description, this Service Description will take priority over the Agreement.

### Defined Terms

Unless otherwise defined in the body of this Service Description, capitalized terms used in this Service Description are defined in the Glossary of Terms attached as Exhibit A, in the Order, or in the Agreement.

### Responsibility Apportionment

In any table apportioning responsibility, if both boxes are marked, then each party shall be responsible for that task. If a box is labeled as "Assist" it means that the party will provide reasonable assistance and information to the responsible party to perform that task or responsibility.

## 1. Overview

The Offering is a cloud application, widgets, and web-services built by Cisco that combines several open source components along with managed operations into a complete solution allowing facilitation of customer engagement through a collaborative community that allows multiple channels of communication between End Users and Customer agents.

<b>Offering:</b>	The Offering provides the Customer access to their own Cisco on Demand Community instance and the accompanying components.
<b>Delivery:</b>	The Offering is delivered as SaaS via the Internet and is hosted in a public or third party cloud.

- Access:** The Customer will have the right to use, access, and manage their Community directly as restricted rights administrators.
- Third Party:** Cisco licenses and manages the HTML chat agent option and reserves the right to change the provider, UI agent, and features.
- Content Ownership:** Customer retains ownership of Customer's Content hosted by Cisco for Customer's account as part of the Offering. As a function of the Offering, Customer and End Users may have access to other Cisco's Content provided via the Offering ("Cisco Content"). Ownership of the each party's respective Content remains with its respective owners and no rights to Cisco Content are transferred via access through the Offering or by any other means. Cisco has rights to mine Customer's Content for the Customer's benefit. Cisco also retains access rights to Customer Content for Cisco's benefit subject to **Section G** herein.

- 1.1. The Offering includes the following functionality:
- a. Web Application and Community
  - b. Widgets
  - c. API methods
  - d. HTML Chat
  - e. Documents publication in Community
  - f. Video feed of Cisco videos
  - g. Blog publication
  - h. Downloads of Cisco provided software
  - i. Service Support Operations
  - j. Analytics integration to 3<sup>rd</sup> party analytics provider
- 1.2. Products and services that are not expressly set forth in this Service Description are excluded from the Offering, including, without limitation, the following:
- a. Customer's connectivity to the Internet, connectivity between Customer sites, or any equipment necessary for Customer to establish such connectivity.
  - b. Any Customer premises equipment
  - c. Those items listed as Customer responsibility in this Service Description.
  - d. Performance by Cisco of any on-site services.
  - e. Other than any third-party software provided by Cisco as part of the Offering, anything in the List of Services Not Covered located at:  
[http://www.cisco.com/web/about/doing\\_business/legal/service\\_descriptions/index.html](http://www.cisco.com/web/about/doing_business/legal/service_descriptions/index.html)
- 1.3 **Changes to the Offering.** Cisco may change the Offering provided such change does not materially reduce the End User features or functionality of the Offering.

## 2. Components

- 2.1. **Infrastructure and Software.** Cisco will:
- a. Provide the Offering as described herein;
  - b. Procure and maintain the HTML Chat solution for Customer;
  - c. Troubleshoot, and monitor the Offering infrastructure;
  - d. Grant administrator access only to the appropriate Cisco employees and contractors responsible for managing the Offering;
  - e. Provide and secure the relevant nodes for the Offering servers;
  - f. Ensure backs-up of Customer's Content once daily. Restorations will only occur for systemic issues which affect all Customers;
  - g. Provide functionality such that Customer's Content will be hosted on a commercial and publicly available cloud service; and

- h. Implement reasonable and appropriate measures designed to help secure Customer's Content against accidental or unlawful loss, access or disclosure.

2.2. **Offering Activation and Offering Support Operations.** Cisco will:

- a. Provision the Customer Community and give access to the Customer Community to its Customer Administrators;
- b. Provide access to customer enablement support by phone or Webex for up to two hours for initial core configuration (additional hours available for a fee);
- c. Provide 24x7 monitoring of Offering infrastructure;
- d. Provide training materials for Customer Administrators and End Users;
- e. Provide the opportunity to export Customer's Content for the Customer upon termination or expiry pursuant to the terms of the Agreement; and
- f. Use commercially reasonable efforts to ensure that the Offering's infrastructure is current to industry standard security patches.

### 3. Infrastructure and Administration Responsibilities

3.0 The parties agree that the relevant party, as indicated by an X in the appropriate column, will have the primary, or sole, responsibility for the tasks in the tables below.

#### Infrastructure

Responsibility or Tasks in Life Support Activities	Customer	Cisco
Managed components systems monitoring		X
Managed components incident management		X
Managed components problem management		X
End User L0 support	X	
Customer proxies L1-L3 support*		X
Change management		X
Operational NOC for managed components		X
Hardware and software support		X
Asset recovery service		X

\*Cisco's responsibilities to provide L1-L3 support extend to Customer only and not to Customer's End Users.

#### System Administration

Responsibility or Task in System Administration	Customer	Cisco
Customer's connectivity to the internet, connectivity between Customer sites, or any equipment necessary for Customer to establish such connectivity	X	
Administer End User access	X	
Provide certificate-based access for HTTPS		X
Manage Customer Administrator access to the Offering	X	
Define End User permissions		X
Define Offering roles		X

- 3.1. **Offering Change Management.** Cisco has established change management processes and will plan and implement changes to the Offering accordingly. Customer-requested elective or optional changes for the Customer Community will be subject to the Change Request Process per **Exhibit B**. The responsibilities of the parties for Offering change management are as follows:

Responsibility or Task	Customer	Cisco
Notify the other party of changes to its environment that could materially impact Customers or End Users. Cisco will use commercially reasonable efforts to notify Customer at least 48 hours in advance of changes outside the normal Maintenance Window. Customers are	X	X

responsible for notifying End Users.		
Create change plan with elements such as change classification, anticipated benefits, risk identification, assessment and mitigation plan, rollback/contingency plan if there are material issues with the change, and similar elements		X
Notify Customer of Offering updates, material changes to the Offering or changes that require Customer action/support		X
Notify End Users of new functionality, steps required to setup new capabilities (if any), and instructions use	X	
Notify of Maintenance Windows to Customer from Cisco and to End Users from Customer	X	X

<b>Program Management Organization Activities</b>	<b>Customer</b>	<b>Cisco</b>
Logistics and order management		X
Communications to Customer about the Offering		X
Communications to End Users	X	

#### 4. Offering Activation Responsibilities and Offering Support Operations Responsibilities

- 4.1. **Offering Activation Responsibilities.** Offering Activation is the process to make the Offering ready for use by Customer. The responsibilities for Offering Activation are as follows:

<b>Provisioning Activities</b>	<b>Customer</b>	<b>Cisco</b>
Core services upgrades, patching, and configuration of the Community and features		X
Customer Community instance creation		X
Customer Community validation	X	X
End User provisioning	X	
Customer Administrator provisioning		X
End User access validation	X	
Customer Administrator access validation	X	
HTML chat administrator provisioning		X
HTML chat agent provisioning	X	
Initial Community setup & configuration	X	X
Configuration and testing ready for End User access	X	X

- 4.2. **Offering Support Operations Responsibilities--Incident Management.** Cisco will monitor the Offering and provide support to Customer for Incidents that may adversely affect the availability of the Offering. When an Incident is reported or discovered, the parties will work together to resolve the Incident. Resolution is complete when functionality is substantially restored to the Offering or when Cisco makes a recommendation to the Customer to remediate the Incident. The parties' responsibilities for addressing incidents are as follows:

<b>Responsibility or Task</b>	<b>Customer</b>	<b>Cisco</b>
Monitor the performance of the Offering and respond to alerts generated by the operating environment		X
Investigate alerts when triggered during applicable support hours. If required, log the issue as an Incident, notify Customer, and begin Incident management process.		X
Inform Cisco the Offering service isn't working properly or is unavailable if a notice from Cisco was not received	X	
Confirm the issue is not related to Customer's network or application environment, or Customer's third party providers (e.g. applications or internet connectivity).	X	
Provide up-to-date phone number, email to which to submit Incidents.		X
Provide contact information to notify Incidents	X	

Verify (and if necessary, update) Incident based on impact and urgency.		X
Send notification to Customer of an Incident using the contact information provided. Cisco will notify Customer of Incidents by email.		X
Troubleshoot the Incident		X
Communicate status of Incident resolution efforts to Customer		X
Communicate status of Incident to Customer End Users	X	
Make commercially reasonable efforts promptly to implement Incident resolution or Workaround plan		X
Close the Incident when it is Resolved and communicated to Customer		X

#### 4.3. Offering Support Operations Responsibilities--Problem Management.

Responsibility or Task	Customer	Cisco
Analyze Incident trend to identify patterns and group recurring Incidents into Problem(s)		X
Provide reasonably requested additional details on Incidents (e.g. other activities occurring, third party software interactions, etc.),	X	
Conduct a root cause analysis of Problems	Assist	X
Conduct testing to determine root cause of Problem(s)	Assist	X
Propose and create Workaround solutions or patches for the Offering		X
Create maintenance releases and make them available to Customer		X
Implement updates or maintenance releases to the application		X
Schedule and make available an ad hoc Maintenance Window to implement changes to Resolve Problems with Customer's Community	X	X
Implement changes to the Offering to Resolve Problems with the Offering		X

### 5. General Customer Responsibilities

- 5.1. Customer shall supply Cisco with all reasonably requested and reasonably necessary information and assets to allow Cisco to supply the Offering to the Customer.
- 5.2. Customer shall not have administrative access to the Offering infrastructure. Accordingly, Customer will not be able to upgrade or patch or add third party software to the core system. Customer shall have limited administrator access (Customer Administrator) to the application in support of core aspects including, but not limited to, adding End Users and managing user privileges.
- 5.3. Customer is responsible for obtaining all approvals and licenses required by any third parties related to Customer's Community and any customization beyond the delivered product. Cisco shall not be in default of its obligations to the extent that it cannot provide the Offering either because such approvals have not been obtained or because any third party prevents Cisco from providing the Offering.
- 5.4. Customer has control of Customer's Content uploaded to the Offering, and is best positioned to protect against loss, damage, or destruction. Accordingly, Customer is responsible for assigning End Users the proper roles and moderating Customer's Content.
- 5.5. Customer is solely responsible for obtaining necessary export permits and authorizations, if any, prior to Customer transferring or exporting Content from one country to another.

### 6. Glossary of Terms

See Exhibit A, attached and made a part of this Service Description.

### 7. Change Request Process

See Exhibit B, attached and made a part of this Service Description.

**8. Service Level Agreement**

See Exhibit C, attached and made a part of this Service Description.

**9. Pricing Options**

See Exhibit D, attached and made a part of this Service Description.

**10. Security Annex.**

See Exhibit E, attached and made a part of this Service Description.

**11. Reserved**

(EXHIBIT F RESERVED)

**12. Additional Terms**

See Exhibit G for additional terms and conditions specific to the Offering.

**13. Governance**

The parties will engage in governance activities such as Customer satisfaction, status of changes, Incident and Problem reviews, and similar activities as provided in the Agreement.

**EXHIBIT A****GLOSSARY OF TERMS**

The following definitions will apply to this Service Description and to the Order in connection with the Offering. Any other definitions will be as provided in the Service Description, in the Order, or in the Agreement. If there is a conflict between the definitions contained in this Service Description and the Agreement, the definitions in this Service Description will prevail.

Term	Definition
<b>API</b>	Application Programming Interface – the programmatic methods provided for integration with the Offering. These methods can and will change over time in both structure, and versions, as well as, the addition or removal of actual methods.
<b>Assist</b>	Means the relevant party shall provide reasonable assistance to the other party to resolve Problems
<b>Business Day(s)</b>	The days of operation per week within the relevant region where the Offering shall be provided, excluding local holidays as observed by Cisco.
<b>Charges</b>	The total fees payable by Customer to Cisco for the Offering, which may include Monthly Offering Charges, and disconnections, a la carte charges, and other fees as applicable and provided in the Order or this Service Description.
<b>Chat</b>	HTML Chat client – this is provided by Cisco to the Customer as part of The Offering. Chat provides for 1:1 communication between Named-Agents and End Users through a supported browser with no desktop client installation beyond JavaScript
<b>Community</b>	The Customer dedicated instance of services and functions supporting the Offering that currently includes Questions/Discussions, Documents, Blogs, videos, downloads, Knowledge-Base, and Search
<b>Content</b>	Means software (including machine images), data, text, audio, video, images or other content.
<b>Consent</b>	As defined in Exhibit G
<b>Customer</b>	The party subscribing to the Offering
<b>Customer Administrator</b>	The user and/or role that has privileges for managing the Customer instance of Cisco on Demand including, but not limited to, adding users and managing branding.
<b>Customization Assessment</b>	The document outlining the work to be done per the Customer request to their instance of the Offering. This document will include requirements, timeline, and a cost estimate.
<b>End User</b>	A user, which may be a third-party, entitled to use the Community that is granted access by the Customer to use the Community; excluding administrative users.
<b>Incident</b>	Any event that is not part of the standard operation of the Service Pack and that causes or may cause an interruption to, or reduction in, the quality of the Offering.
<b>Maintenance Windows</b>	Brief pre-planned periods during which Cisco will implement system updates or upgrades
<b>Monthly Offering Charges</b>	A month-based, fractional portion of the customer's annual agreement fee for term agreements OR The total charges in a given month for the customer on a monthly billing plan (when available).
<b>Named Agent</b>	A Named Agent includes any user granted access to the Community with customer-agent or customer-admin roles or similar elevated privilege role. Additionally, Named Agents will include any user participating in the

	Community with an email address matching the Customer's domain name including any secondary domain names registered to the Customer.
<b>Offering Activation</b>	Forty eight (48) hours after email has been sent from Cisco to Customer contact listed in the Order indicating completion of initial configuration and availability of the Offering per Section 2.2.
<b>Offering Credit</b>	The credit issued against the Charges for failing to meet the Service Level Agreement
<b>Offering Month</b>	Each calendar month period, beginning after the Offering Activation following standard business calendars in the United States
<b>Partner Agreement</b>	An agreement between Cisco and Customer making Customer and Cisco partner
<b>Personnel</b>	Employees, contractors and other members of Customer's workforce
<b>Problem</b>	An error or other non-conformance in the Offering that is causing Incidents.
<b>Product</b>	The Offering
<b>Resolve</b>	An Incident or a Problem has been Resolved when the Offering is once again fully and properly functioning as described in this Service Description.
<b>SaaS</b>	Software as a Service – software delivered via the Internet
<b>SLA</b>	Service Level Agreement– the finance-impacting performance target set for that activity or deliverable, detailed in Exhibit C.
<b>Social Analytics</b>	A subset of capabilities from Cisco's Social Analytics SaaS offering that supports Community and website data mining
<b>Workaround</b>	To restore functionality of the Offering (which could include changes) or to reduce the impact of the Incident



## **EXHIBIT B**

### **CHANGE REQUEST PROCESS**

Cisco on Demand will have the ability for certain customizations as considered on a case-by-case basis. An estimate of the time and cost will be provided and agreed upon by both parties before execution of the customization. This service is not included in the Offering.

1. Customer will contact Cisco product management to discuss Community customizations and changes needed using CODE\_SUPPORT@CISCO.COM email.
2. Cisco product management will arrange a meeting with the customer team to discuss the customizations or changes.
3. Cisco product management will provide an initial written Customization Assessment of the customer requested customization or changes.
4. Customer will provide feedback on the Customization Assessment including any supporting details required for completion of the work such as API methods, security integration, URLs, etc.
5. Once the parties agree on the customization details, they will establish a timeline and execute the customization agreement.
6. The Customer will be billed for the customization as set forth in the customization agreement.

**EXHIBIT C**

**SERVICE LEVEL AGREEMENTS AND CREDITS**

1. **PURPOSE.** The purposes of this SLA is to help the parties evaluate the availability of Cisco On Demand (“Offering”) by tracking the percentage of time the Offering is available for use by Customer and End Users, to describe the parties' expectations and commitments to maintain the Offering at the Offering Availability Percentage Objective, and to align the parties' goals at a high level. As described in more detail below, the general expectation for Offering Availability Percentage is that the Offering will meet or exceed 99.5% calculated on a monthly basis as defined below.

2. **OFFERING AVAILABILITY PERCENTAGE CALCULATION.** The availability of the Offering will be calculated as follows for each Measurement Period:

$\frac{(\text{In-service Time}) - (\text{Qualifying Outage Time})}{\text{In-service Time}}$
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For Cisco on Demand the calculation for SLA using a 30-day month is as follows:

- In-service Time is calculated by Total Month Minutes (30 days X 24 hours X 60 minutes) = 43,200 minutes
- Qualifying Outage Time is calculated by Total Month Minutes absolved from SLA = 43,200 \*.005 = 216 minutes

3. **SERVICES CREDITS.**

3.1 Calculation of Offering Credits

For each Measurement Period, if the Offering fails to meet the Offering Availability Percentage Objective, then Cisco will calculate a credit for Customer (“Offering Credit”) as follows:

If the Offering Availability Percentage is between the following percentages:	Then the Offering Credit will be the following:
< 99.5% and ≥ 99.3%	2% of the Monthly Offering Charges for the Measurement Period.
< 99.3% and ≥ 99.1%	6% the Monthly Offering Charges for the Measurement Period
< 99%	10% the Monthly Offering Charges for the Measurement Period

3.2 Offering Credit Limits.

- (a) The total and aggregate Offering Credits issued by Cisco to Customer under this Service Level Agreement for any single Measurement Period will be up to maximum of ten percent (10%) of the Monthly Offering Charges. That is, while the Monthly Offering Charges may be paid on an annual basis, the 10% cap applies to the portion of the annual payment associated with a single month.

- (b) The Offering Credits described herein may only be applied toward the purchase of the Offering during the 12 months following issuance of such credits. Any Offering Credit not used within such 12 month period shall be void and have no value. Offering Credits may not be converted to refunds, used as set off from any amount owing to Cisco, nor transferred or assigned.
- (c) **Exclusive Remedy.** The Offering Credits specified in this Service Level Agreement are Cisco's sole liability to Customer and Customer's exclusive remedy for Cisco's failure to meet the Offering Availability Percentage Objective.

#### 4. **CUSTOMER OBLIGATION.**

- (a) Customer shall notify Cisco by or before the 10<sup>th</sup> day of the following calendar month, if they believe they have experienced one or more instances of a Qualifying Outage during the Measurement Period.
- (b) Customer shall submit an email to [code\\_support@cisco.com](mailto:code_support@cisco.com) that includes the required data including: start date and time of the outage, Problem description (describing what issue was experienced in detail), and the end date and time of the outage, and, if relevant, number of the tickets created to troubleshoot the issue.

#### 5. **CISCO OBLIGATION.**

- (a) Each Measurement Period where Cisco receives a Qualifying Outage claim from Customer, Cisco will review and provide the Offering Availability Percentage for the Measurement Period in question to the Customer.
- (b) If Cisco determines the Offering met the 99.5% Offering Availability Percentage Objective during the Measurement Period and Customer disagrees with this determination, the parties will escalate it to more senior levels of management within its respective organizations.

#### 6. **LIMITATIONS**

It will not be a breach of the applicable Service Level Agreement to the extent the outage is caused solely, directly, and independently of other causes by:

- a) Connectivity problems not within the reasonable control of Cisco;
- b) Third party or customer hardware, software, cloud or networking errors, failures, or incompatibilities not managed or contracted by Cisco;
- c) Denial of service or similar attacks whose goal is to "overload" the Offering with requests for information, content, or responses;
- d) Network intrusions, security threats, viruses, malware or other disabling code present;
- e) Other factors outside of Cisco's reasonable control;
- f) Customer tampering with the Offering or its settings;
- g) Customer using an unsupported web browser or web browser software version (as described in Section 7);
- h) The portions of the Offering that are expressly designated as in beta or non-production (e.g. a redundant component not in use);
- i) fires, strikes, embargoes, civil or military authorities, terrorism, or acts of God beyond the control of Cisco ; or
- j) Unavailability of specific features in the application is not considered under application availability and should not be construed as such.

#### 7. **SUPPORTED BROWSERS**

The following browsers are supported:

- Current and previous 2 versions
- Safari (Apple OS X only)
  - Firefox (Windows, Linux, and Apple OS X)
  - Chrome (Windows, Linux, and Apple OS X)
  - Internet Explorer (Windows only)



## **Attachment 1**

### **Definitions**

Capitalized terms used in this Appendix have the following meanings:

**"In-service Time"** means the total number of minutes in a Measurement Period (calculated by multiplying 60 times 24 for each day multiplied by the number of calendar days in the Measurement Period) less the scheduled maintenance time frames consisting of both Regular Maintenance and Scheduled Maintenance.

**"Measurement Period"** means each calendar month after the SLA Commencement Date.

**"Offering Availability Percentage Objective"** for the Offering means 99.5% availability, as calculated in accordance with Section 2 of this Appendix.

**"Offering Credit"** means the amount in U.S. dollars that Cisco will provide to Customer as a credit in the event that Cisco fails to meet the Offering Availability Percentage Objective.

**"Qualifying Outage"** means an outage that: (1) results in the inability of Customer to access the Service; unavailability of specific features is not considered a Qualifying Outage (2) is not due to a lack of interoperability between the Offering and any third party product(s), (3) is not a Scheduled Outage to perform routine maintenance or upgrades, and (4) is not caused by the occurrence of any of the agreed Limitations set out in Section 6 of this Appendix X.

**"Qualifying Outage Time"** equals the total number of minutes for all Qualifying Outages occurring during the Measurement Period rounded to the nearest minute. Scheduled Outages to perform routine maintenance or upgrades are not included in Qualifying Outage Time.

**"Regular Maintenance"** Regular maintenance occurs on the fourth Thursday of each month between 5-7 PM PST. Regular Maintenance is excluded from SLA commitment

**"Scheduled Outage"** means a scheduled unavailability of Offering for purposes of system upgrades or repairs. Should the need arise for an additional service period beyond Regular Maintenance, the date and time will be communicated to Customer.

**"SLA Commencement Date"** means the date of Offering Activation.

**EXHIBIT D**

**PRICING OPTIONS**

1. All prices below are per year. The Offering is billed annually in advance based on number of Named Agents (as defined in Exhibit A).
2. Pricing will be based on a Named Agent basis.
3. Changes in Named Agents will be addressed and invoiced separately based on reports on a quarterly basis.
4. Charging for the Offering shall commence upon Offering Activation.
5. Tiered pricing based on the number of Named Agents in the following tiers:  
    <20 Named Agents, 21-50 Named Agents, >51 Named Agents

**EXHIBIT E**

**Security Appendix**

- A. The Offering will include encryption for HTTP traffic from server to browser via SSL/TLS with at least 1024k root level.
- B. End User credentials and user account will be managed through standard cisco.com identity management services (referred to as CCO ID) including requirements for password construction, aging, etc.
- C. Community Content is not stored encrypted in the database but is secured through account management and multiple levels of administrative control.

**EXHIBIT G****Cisco on Demand Additional Terms and Conditions****Section A, Data Privacy**

In addition to data privacy terms set forth in the Agreement, this Section contains the terms under which each of Cisco (on behalf of Customer) and the Customer will protect personal data, obtained in connection with the Offering and forms an integral part of the Agreement between Customer and Cisco. Customer's adherence to this Section is a prerequisite for using the Offering. In the event of a contradiction between the Agreement, Cisco's Privacy Policy and/or this Section, this Section prevails for the subject matter indicated herein.

1. Use and protection of data
  - 1.1.
    - a) Customer will nominate those individuals whom it wishes to become End Users of the Offering, and obtain specific consent from each individual as to the use of their End User Data (as defined below) set forth in Section 1.2 below prior to forwarding them to Cisco to apply for a Cisco User ID via Cisco's Identity Access Manager. As Data Processor and on behalf of the Customer, Cisco will collect and use, login registration information provided by a proposed End User or administrative user at the time of registration for a User ID, including without limitation User's name, email, and employer, and other information related to the login registration including optional information which User chooses to provide (collectively, "User Data").
    - b) Customer will only permit end users and administrative users (having consented, the "Users") to access the Customer Community after initially consenting to use of their personal data for the purposes of 1.2 below. ("Consent")
  - 1.2. Customer may use User Data only for the following purposes directly in connection with the Customer Content in the Offering, and in no other way:
    - a) Analytics and business intelligence for Customer;
    - b) Sending sales and marketing communications to User based on User's predicted preferences;
    - c) Marketing by Customer on Customer's behalf; and
    - d) To permit Cisco (including its suppliers, if any) to use User Data (i) in the Customer's Community as reasonably necessary to provide, maintain, and improve the Offering, and, (ii) solely to the extent the Offering features Cisco products or services, as set forth in (a) and (b) above.
  - 1.3. Customer represents and warrants that:
    - a) Customer has and will maintain a privacy policy that
      - i) is available via a link on the landing page of the Customer's Community, and
      - ii) describes the collection and use of Users Data under this Agreement.
    - b) Customer will not forward any Users for a User ID prior to Customer obtaining Consent(s) from a User as may be required by this Section A, or otherwise under Privacy Law, and in such form as necessary to comply with applicable Privacy Laws.
    - c) Customer will not use the Offering to collect information from children under the age of 16.
    - d) In the countries and territories in which Customer will use the Offering, Customer will comply with all applicable Privacy Laws.
    - e) Unless otherwise agreed by Cisco in writing, Customer will only use the Offering and related User Data as provided in Section 1.2 above.
    - f) Notwithstanding the foregoing, Customer will not use the Offering or share any User Data with any third party without User's prior, express consent to Customer.
  - 1.4. In order to review Customer's compliance with this Section 1, at Cisco's request Customer will provide Cisco with a copy of its privacy policy and with access to the user screens that Customer uses to notify users of its privacy practices and obtain any consents to the collection and use of personal data.
  - 1.5. Cisco represents and warrants that Cisco will process User Data on behalf of Customer in accordance with this Agreement and Cisco's privacy statement and in compliance with applicable law.
  - 1.6. Customer consents to Cisco using, disclosing or otherwise processing User Data and Customer Content in the Customer's Community (i) as reasonably necessary to provide, maintain and improve the



Offering (including sharing with suppliers, if any, Content and Submission Data necessary for such suppliers to provide all or part of the Offering) ) and (ii) solely to the extent the Offering features Cisco products or services, as set forth in (a) and (b) above; and Customer will provide any necessary notices to and obtain any necessary consents from users for the transfer to and processing by Cisco of personal information collected by Customer, if any (“Customer Collected Personal Data”).

- 1.7. Cisco may use User Data on an aggregated basis for analytical purposes and disclose the results of the analysis provided that no User Data associated with specific Users is disclosed.
  - 1.8. Customer acknowledges that in connection with the provision of the Offering Cisco will process User Data as a “Data Processor” for Customer as such term is used in the data protection legislation of the European Economic Area member states and, where applicable, equivalent legislation in other countries and territories.
  - 1.9. Customer consents, and will obtain such Consents from its Users prior to the transfer of User Data and Customer Collected Personal Data to Cisco and its subsidiaries in the United States provided that Cisco maintains its certification of compliance with the US-EU Safe Harbor Framework or complies with other measures required under Privacy Laws applicable to Customer with respect to transfers of personal data to countries that have not been deemed to have adequate protections for personal data.
  - 1.10. If Cisco uses a subcontractor for the provision of the Offering, such subcontractor will only process User Data subject to a written agreement that complies with applicable Privacy Laws with respect to Cisco’s use of subcontractors for the processing of User Data.
  - 1.11. Customer agrees to indemnify, hold harmless and defend Cisco, its affiliates, directors, employees and agents from and against, and reimburse Cisco and each of such parties with respect to, any losses, damages, claims, liabilities, costs and expenses (including reasonable attorneys’ fees and expenses) related to or arising out of (i) an actual or alleged violation by Customer of Privacy Laws or Customer’s privacy policies, (ii) an investigation by a government agency (such a consumer protection agency, industry regulator or data protection authority) into Customer’s use of the Offering, (iii) breach of any duty owed by Customer to its Users, or (iv) any breach of any representation, warranty, covenant or agreement of Customer contained in or made pursuant to this Agreement.
  - 1.12. “Privacy Laws” are defined as all applicable US federal or state and foreign laws and regulations relating to privacy or the collection, use, storage and other forms of processing of personal or consumer data, including where applicable guidance and codes of practice issued by any relevant supervisory authority.
  - 1.13. In the event that legislation, governmental regulations, judicial or administrative bodies’ decision, or an industry self-regulatory guideline (collectively, “Restrictions”) limit or prohibit the use of the Offering or collection or use of any User Data, or if, in a party’s counsel’s reasonable judgment, use of the Offering or User Data would violate any such Restrictions, or would be materially more risky than as of the Effective Date, for reasons such as an investigation by a government agency such a data protection or consumer protection agency, either party may suspend the use of the Offering or the collection and use of User Data or terminate this Agreement and the Customer shall discontinue using the Offering and the User Data.
2. Additional Terms applicable to transactions with Customers in Data Protection Countries only, where “Data Protection Countries” means the European Union member states, Norway, Iceland, Liechtenstein, Switzerland and other countries and territories that have adopted legislation substantially similar to EU Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data:
- 2.1. The following representations and warranties will apply:
  - 2.2. Cisco will not use, disclose or otherwise process User Data other than (i) as reasonably necessary to provide the Offering, (ii) where instructed or permitted by Customer, (iii) to exercise or protect Cisco’s legal rights or (iv) as required by applicable law.
  - 2.3. Cisco will process User Data in compliance with all Privacy Laws that are directly applicable to Cisco.
  - 2.4. Cisco will implement and maintain appropriate technical and organization measures intended to protect User Data against accidental loss, destruction or alteration, unauthorized disclosure or access, or unlawful destruction.
  - 2.5. Cisco will cooperate as requested by Customer in writing to enable Customer to comply with any exercise of rights by a data subject under Privacy Laws with respect to User Data processed by

Cisco under this Agreement and to comply with any inquiry, notice or investigation of Customer's compliance with Privacy Laws, provided that Customer will reimburse Cisco for the costs arising from this assistance.

## **Section B, Use Limitations**

1. Customer will not retain any rights in or to the Offering or the User Data. Customer may not break up the Offering or User Data or resell components of the Offering or User Data.
2. Customer may not transfer, relicense, or sublicense the Offering or User Data except as permitted herein.
3. Except as explicitly set forth herein, Customer may not resell, distribute, or use on a timeshare, outsourced, or service bureau basis the Offering or User Data.
4. Customer must provide access to the Offering to Users under terms of use that:
  - (i) clearly indicate that Customer offers the Offering to Users and is in privity of contract with Users, and that Cisco has no liability to Users;
  - (ii) obtain Users' agreement that their access to Cisco Support Community through Customer's instance of Offering is governed by the Cisco Support Community Terms of Use and will be limited to uses for the purposes of the Offering.
  - (iii) prohibit Users from posting Personal Data in the Customer Content;
  - (iv) comply with all applicable laws including relevant copyright laws;
  - (v) comply with the terms of the Agreement, as relevant.