



MSLA Product Terms

Duo

Product Terms

Managed Service Provider's use of Duo includes these Product Terms, which take precedence over anything in the Program Terms that conflicts. Capitalized terms used but not defined in these Product Terms are defined in the Program Terms. For purposes of this document, "**Cloud Service**" means Duo.

Cloud Service Description

Multi-factor authentication from Duo is a cloud-based solution that protects your applications by using a second source of validation, such as a phone or token, to verify user identity before granting access. Please consult the [Duo Documentation](#) for further information on technical specifications, configuration requirements, features, and functionalities. Cisco may revise the Documentation from time to time.

1. Supplemental Terms

- 1.1 Scope of Use/Limitations. Managed Service Provider will use the Cloud Service as a Cisco-branded Cloud Service to provide Software Services to End Users and will not alter or modify the Cloud Service except at Cisco's request or with Cisco's authorization.
- 1.2 Warranties. In addition to the warranties and disclaimers set forth in the Program Terms, Cisco warrants that it will provide the Cloud Service in a manner consistent with general industry standards reasonably applicable to the provision thereof. CISCO DOES NOT REPRESENT OR WARRANT THAT THE PRODUCT WILL GUARANTEE ABSOLUTE SECURITY DUE TO THE CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON AND ATTACKING FILES, NETWORKS AND ENDPOINTS. CISCO DOES NOT REPRESENT OR WARRANT THAT THE PRODUCT WILL PROTECT ALL YOUR FILES, NETWORK, OR ENDPOINTS FROM ALL MALWARE, VIRUSES OR THIRD-PARTY MALICIOUS ATTACKS. CISCO DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING ANY THIRD-PARTY SYSTEM OR SERVICE TO WHICH A PRODUCT INTEGRATES OR TO ANY ONGOING INTEGRATION SUPPORT. INTEGRATIONS MADE ACCESSIBLE TO YOU THAT ARE NOT A GENERALLY AVAILABLE PRODUCT INCLUDED ON YOUR ORDER ARE PROVIDED ON AN "AS IS" BASIS.
- 1.3 Fees and Billing. Cisco will invoice You for the fees due monthly in arrears based on the total number of Covered Users reflected in the relevant console in a calendar month on or about the last day of the calendar month. You also agree that You will not at any time underreport usage of the Cloud Service. Fees are set out in Your invoice and/or in the applicable portal.
- 1.4 Service Level Agreement. Use of Duo is subject to the Service Level Agreement available at <https://duo.com/legal/sla>.
- 1.5 Telephony. Telephony credits may be provided with Your order. U.S. and international rates for telephony can be found at https://www.duo.com/docs/telephony_credits.
- 1.6 Rate Limits. In order to preserve the integrity of the Cloud Service, use of the Cloud Service is subject to rate limits set forth at <https://duo.com/docs/rate-limits>. Cisco reserves the right to enforce such rate limits and You and Cisco agree to work together in good faith to resolve any excessive usage.

2. Program Requirements

- 2.1 Training. Prior to using the Cloud Service to provide the Software Services, any of Managed Service Provider's employees or Authorized Third Parties engaged in providing the Software Services must complete, at Managed Service Provider's cost (as applicable), any and all required Cloud Service training courses required by Cisco. In

addition, Managed Service Provider must comply with Section 2.2 of the Program Terms related to its Authorized Third Parties.

- 2.2 **Security.** When providing the Software Services to End Users, Managed Service Provider and/or its Authorized Third Parties will implement and maintain appropriate industry standard technical and organizational measures to protect End User data against accidental or unlawful use or destruction, accidental loss, alteration, and unauthorized disclosure or access.

3. Data Protection

The Duo Privacy Data Sheet available at

<https://trustportal.cisco.com/c/dam/r/ctp/docs/privacydatasheet/security/cisco-duo-privacy-data-sheet.pdf>)

describes the Personal Data that Cisco collects and processes as part of delivering the Cloud Service.

4. Support

You are responsible for providing front-line support for the Cloud Service to Your End Users with respect to their use, maintenance, support, training, and technical assistance; provided that You may escalate support to Cisco as necessary and in compliance with any support guidelines provided by Cisco. In no event shall Cisco have any obligation to provide support directly to, or respond to support requests from, Your End Users. Support for the Service is described at <https://duo.com/support>.

5. Definitions

“Covered User” means an employee, contractor, or other individual included in an account or subaccount for the Cloud Service.