



MSLA and Secure MSP Center Product Terms

Umbrella SIG and DNS

Service Provider's ("MSP's" or "Your") use of Cisco Umbrella purchased on and covered by either the Cisco Secure MSP Center Terms of Use ("**Terms of Service**") or Cisco's Managed Services License Agreement ("**MSLA**"), which includes the use of Umbrella DNS Security Essentials, Umbrella DNS Security Advantage, Umbrella SIG Essentials and/or Umbrella SIG Advantage ("**Cisco Umbrella**"), also includes these Offer Terms. Capitalized terms used but not defined in these Offer Terms are defined in the Terms of Service or MSLA.

1. Summary

Cisco Umbrella is a cloud security platform that unifies multiple security services in a single cloud-delivered platform to secure internet access and control cloud app usage from your network, branch offices, and roaming users. The [Package Comparison](#) provides information about the various Cisco Umbrella packages.

2. Performance Standards

Cisco will use commercially reasonable efforts to deliver the Core Services to meet or exceed 99.999% Availability in accordance with the Umbrella Service Level Agreement ("**SLA**") available from Your Cisco account representative or Cisco authorized partner. Capitalized terms in this section will have the meaning in the SLA.

3. Data Protection

The Offer Disclosures for Cisco Umbrella (available at [Cisco's Trust Portal](#)), including the Secure MSP Hub Offer Disclosure if You purchased a Secure MSP Center offering, describe the data handling practices and security controls specific to Cisco Umbrella.

4. Special Terms

- 4.2 **Covered Users.** For packages with user-based pricing, You must purchase one user license for each Covered User, except as set forth in Section 4.5.
- 4.3 **Scope of Use and Limitations.** You will use Cisco Umbrella as a Cisco-branded service (subject to co-branding as described below) to provide Software Services to MSP End Users and You will not alter or modify Cisco Umbrella except at Cisco's request or with Cisco's prior written authorization. You will not use a single Cisco Umbrella tenant (also known as an Umbrella Org) for multiple MSP End Users.
- 4.4 **Co-branding.** Any co-branding of Cisco Umbrella by You is subject to the guidelines located here: <https://www.cisco.com/c/dam/en/us/products/collateral/security/umbrella/umbrella-sps-co-branding-guidelines.pdf> and any additional trademark guidelines in the Terms of Service or MSLA (whichever is applicable).
- 4.5 **Usage and Range Limits.** The following use limitation applies to Your use of the Cisco Umbrella. "**MSP End User**" includes You when You are using Cisco Umbrella for internal purposes as permitted under Section 2.1 of the Terms of Service or the MSLA (whichever is applicable). Cisco Umbrella is subject to limitations and range limits set forth in the [SIG Documentation](#) and the [DNS Documentation](#). As further described in the [SIG Documentation](#), Cisco Umbrella SIG packages (i) are subject to an average bandwidth limit of up to 50 kilobits per second ("**kbps**") per Covered User, based on a 95th Percentile Calculation (whether such traffic is generated by individuals, devices, or servers), and (ii) the 95th Percentile Calculation allows peaks in usage that exceed the limit for brief periods of time. As further described in the [DNS Documentation](#), Cisco Umbrella DNS Security packages are subject to a monthly DNS query limit average (whether such queries are generated by individuals, devices, or servers). You and Cisco agree to work together in good faith to resolve any excessive

usage.

- 4.6 **Student Licenses for K-12 and Higher Education End Users (Not Applicable for Umbrella Offers purchased through Secure MSP Center).** If Your purchase of Cisco Umbrella is not a Secure MSP Center offer, the number of Cisco Umbrella licenses required for students of MSP End Users that are K-12 and/or higher education customers is based on the following applicable ratio:

- For K-12, one user license is required for every ten students protected by Cisco Umbrella;
- For higher education, one user license is required for every five students protected by the Cisco Umbrella.

For example, if a K-12 MSP End User has 1000 faculty, 500 staff and 30,000 students, the total number of Cisco Umbrella licenses required is $1000 + 500 + (30,000/10) = 4500$. For correct calculations of monthly subscription fees, You should ensure that You have entered the correct number of user licenses in the Cisco Umbrella Managed Services console using the ratios above for Your K-12 and higher education MSP End Users. In the example above, 4500 users should be reflected in the console for purposes of reporting and subscription fee calculation. For this example, 4500 users would also count as the quantity of Covered Users for purposes of calculating the monthly DNS query limit average referenced under Section 4.4.

- 4.7 **Training and Other Program Requirements.** If Your purchase of Cisco Umbrella is not a Secure MSP Center offer, You must complete the training and meet the other requirements set forth in the [program requirements document](#). You are authorized to have subcontractors serve as systems engineers and participate in training subject to compliance with Section 2.2 of the MSLA related to Authorized Third Parties.

- 4.8 **Reporting.** You must ensure the actual quantity of Covered Users for a month is reflected in the Cisco Umbrella Managed Services console at all times (e.g., if additional Covered Users are added to Cisco Umbrella, You should update the quantity within the Umbrella Managed Services console at that time). One license is required for each Covered User protected by Cisco Umbrella (subject to Section 4.4). Subscription fees are charged based on the quantity of licenses reflected in the Umbrella Managed Services console as of the last day of the month.

4.9 **Support**

- You are responsible for providing front-line support for Cisco Umbrella to Your MSP 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, an MSP End User.
- Cisco will provide support to You as set forth under the Basic tier in the [Cisco Support Service Description](#) 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.
- 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.

- 4.10 **Cisco-Managed S3 Log Storage.** Certain Cisco Umbrella packages may include the ability to select Cisco-managed S3 storage or Your own storage for DNS, proxy, and event logs. Cisco-managed S3 log storage is available with 7-day, 14-day or 30-day retention options. Please see the [Cisco-managed S3 Bucket documentation](#) for related requirements and best practices.

- 4.11 **Data Centers.** Your Cisco Umbrella subscription includes access to the Cisco Umbrella's global data centers found here: [Umbrella Global Data Centers](#). Data centers not included at this link may require a separate subscription. And any data center(s) located in mainland China, when and if available, require a separate subscription purchased directly through the applicable service operator in China.

- 4.12 **Acceptable Use.** If Cisco receives a third-party request for information, demand letter, or other similar inquiry in connection with Your use of Cisco Umbrella relating to alleged unlawful activity on Your

network, Cisco may disclose Your name to such third party as necessary to comply with legal process or meet national security requirements; protect the rights, property, or safety of Cisco, its business partners, You, or others; or as otherwise required by applicable law.

- 4.13 **Competitive Testing.** You will not publish or disclose to any third party any Cisco Umbrella performance information or analysis (including without limitation the results of benchmark or competitive testing) except with Cisco's prior written consent.
- 4.14 **Security.** When providing the Software Services to MSP End Users, You and Your Authorized Users will implement and maintain appropriate industry standard technical and organizational measures to protect MSP End User data against accidental or unlawful use or destruction, accidental loss, alteration, and unauthorized disclosure of, or access to, any MSP End User data.
- 4.15 **Disclaimers.** While Cisco has used commercially reasonable efforts to create effective security technologies, 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 guarantee absolute security or that it will protect all Your files, network, or endpoints from all malware, viruses, or third-party malicious attacks.
- 4.16 **Definitions**

Term	Meaning
95th Percentile Calculation	Cisco: (a) takes traffic samples over the course of 30 days at each Product data center handling Your traffic, (b) discards the top 5% of the traffic samples at each such data center and takes the next highest traffic sample value (this next highest traffic sample value is called the " Peak Value "), and (3) adds together the Peak Values for each data center. This limit is further described in the SIG Documentation .
Covered User	Each Internet-connected employee, subcontractor, and any other authorized individual covered (i.e., protected) by Your deployment of Cisco Umbrella.
MSP End User	the legal entity (including contractors or employees) unrelated to You who obtains Software Services directly from You.