

MSLA Product Terms Secure Endpoint

Additional Product Terms

Service Provider's use of the Secure Endpoint Cloud Service (formerly "AMP for Endpoints") under the MSLA Program Terms is subject to these Product Terms. In the event of a conflict, the order of precedence will be (a) these Secure Endpoint Product Terms; and (b) the Program Terms. Capitalized terms used but not defined in these Product Terms are as defined in the Program Terms or the Master Agreement. Cloud Service will mean Secure Endpoint for the purposes of these Product Terms.

Cloud Service Description

Secure Endpoint is a cloud-based advanced malware analysis and protection solution that allows Service Provider and its End Users to detect malware and cyber threats. Cryptographic hashes of Files are collected and transmitted to a Cisco-managed cloud server where File reputation analysis is performed, and a disposition is made as to whether the File is good, bad or unknown. After the File analysis is completed, Secure Endpoint will act on the disposition (e.g., by deleting the File and putting it into quarantine if it is determined to be malicious). Please consult Secure Endpoint's Documentation for further information on its technical specifications, configuration requirements, features and functionalities.

1. Supplemental Terms

- 1.1. Updates/Limitations. Service Provider agrees to promptly implement any updates, modifications and/or changes to the MSLA Software as requested by Cisco. Service Provider will use the Cloud Service as a Ciscobranded Cloud Serviceto provide Software Services and will not alter or modify the Cloud Service(s) except at Cisco's request or with Cisco's authorization.
- 1.2. Cisco SecureX. Secure Endpoint includes access to SecureX. SecureX is a cloud-based aggregator of threat intelligence collected or generated by Cisco security products as well as other third- party security products. SecureX allows Service Provider to pull together critical threat intelligence and add context from its customers' organizations so Service Provider knows which systems and devices are infected. Please see the SecureX Privacy Data Sheet (available here) for information about any Personal Data processed by SecureX.
- 1.3. Warranties. In addition to the warranties and disclaimers set forth in the Master Agreement, 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 CLOUD SERVICE 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 CLOUD SERVICES 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 SERVICETO WHICH A CLOUD SERVICE 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.
- **1.4. End User Trial Licenses**. Service Provider may use the Cloud Service to deliver Software Services on a trial basis to its End Users if the following conditions are met:

- a. the sole purpose of the trial must be for the End Users' evaluation of the Software Services;
- **b.** the trial may not be longer than 60 days for any given End User or as otherwise provided for in the Product Terms;
- c. the Product Terms must not restrict such use;
- d. Service Provider must not charge or receive any fee from the End Users from the trial; and
- **e.** Service Provider does not use any beta versions or similar releases of the MSLA Software to deliver the Software Services.

2. Program Requirements

- **2.1. Training**. Prior to using the MSLA Software to provide the Software Services to End Users, any of Service Provider's employees or employees of Authorized Users engaged in providing the Software Services must complete, at Service Provider's cost, any and all Cloud Service training courses required by Cisco. In addition, Service Provider's use of any Authorized Third Parties in providing the Software Services must comply with Section 2.2 of the Program Terms.
- **2.2. Provisioning.** Upon the expiration or termination of any Software Services, Service Provider or its Authorized Third Parties will be responsible for uninstalling the connector to terminate such End User's access to the Software Services.
- **2.3. Cisco Support Obligations.** Service Provider and its Authorized Third Parties are the sole entities authorized to engageCisco for support services related to the Software Services. Cisco's support obligations to Service Provider or its Authorized Third Parties are set forth in the Program Terms. In no event will Cisco have any obligation to respond to any support requests initiated by an End User.
- **2.4. Security.** When providing the Software Services, 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 of, or access to, any End User data.
- **2.5. Ordering.** Service Provider will follow the ordering process as instructed by Cisco. Cisco may change or update its ordering process at any time, upon prior written notice to Service Provider.
- **2.6. License Fees.** Service Provider will select either the Secure Endpoint MSLA Usage PID option or the Fixed Price PID option.

3. Definitions

"Connector(s)" means the total number of Endpoints licensed to use a Cloud Service, as applicable.

"Endpoint(s)" means any device capable of processing data and that can access a network, including but not limited to personal computers, mobile devices and network computer workstations.

"Files" mean those types of files identified in the applicable Documentation, such as an executable, Portable Document Format (PDF), Microsoft Office Documents (MS Word, MS Excel, MS PowerPoint), and those files in a ZIP file (.ZIP).