MSLA Product Terms Cisco SD-WAN Bandwidth Licensing Model

Additional Product Terms

Service Provider's use of Cisco SD-WAN under the MSLA Program Terms is subject to these Product Terms. In the event of a conflict, the order of precedence shall be (a) these Product Terms; (b) the Program Terms and (c) the Master Agreement. Capitalized terms used but not defined in these Product Terms are defined in the Program Terms or the Master Agreement.

Cisco SD-WAN Description

Cisco SD-WAN is a software defined wide area network (SD-WAN) offering that allows Service Provider to (a) orchestrate network policies and manage Your network from a centralized console, and (b) segregate the management, control and orchestration layers from the device transport layer. This allows network policy, control and orchestration to be performed across Service Provider's entire network of compatible Cisco routers (hardware or a virtual form factor) ("**Customer Devices**") in a secure and extensible manner.

1. **Supplemental Terms**

   1.1. <u>Committed MSLA Software Portability.</u> Service Provider may reassign the Committed MSLA Software entitlements between devices controlled by or dedicated for the same End User. Service Provider may not reassign the Committed MSLA Software entitlements across End Users.

   1.2. <u>Bundled Security Products/Features.</u> Depending upon Service Provider's subscription tier, the SD-WAN MSLA Software may include access to certain features or products of Cisco Umbrella and Cisco AMP. However, the Cisco Umbrella products and features and Cisco AMP are not currently available in mainland China. Cisco Umbrella and Cisco AMP features and products are Cloud Services, provided, however, that the Service Level Agreement set forth in Section 2 below does not apply to Cisco AMP or Cisco Umbrella. Umbrella Secure Internet Gateway (SIG) and Threat Grid are not included in the SD-WAN MSLA Software covered by these Product Terms.

   1.3. <u>Migration from On-Premise Software to Cloud Service.</u> If Service Provider switches from using the MSLA Software in an on-premise environment to using the Cloud Service during any term, Cisco may charge Service Provider a fee for such migration and Service Provider agrees to pay such fee.

   1.4. <u>Cloud Controller Subscription.</u> Failure to renew Service Provider's DNA subscription for Cisco cloud-hosted controllers may impact the functionality of the Cisco SD-WAN features that are part of the Cisco DNA subscription for Customer Devices because those features are SD-WAN-controller dependent.

   1.5. <u>HSEC License.</u> Your entitlement to the HSEC licenses ends upon the expiration of the MSLA Term, at which time You must promptly return the HSEC licenses in accordance with the [Smart Licensing Using Policy](#).

   1.6. <u>MSLA Software Updates.</u> Cisco recommends that Service Provider updates to the latest MSLA Software release to receive bug fixes, security vulnerability fixes or patches. Service Provider understands and agree that delaying updates to the latest MSLA Software release may introduce security risks to Service Provider's environment. As such, Service Provider agrees that Cisco is not responsible for any security incidents that result from Service Provider's failure to (a) use the most recent version of the MSLA Software, or (b) install patches, security vulnerability fixes or bug fixes provided by Cisco.

Controlled Doc. # EDCS-21308005 Ver: 2.1 Last Modified: Thu Mar 24 07:33:56 PDT 2022
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1

1.7. <u>Disclaimer.</u> IN ADDITION TO THE DISCLAIMER SET FORTH IN THE CLOUD TERMS, CISCO DOES NOT REPRESENT OR WARRANT THAT THE CLOUD SERVICES 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 END USER 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 CLOUD SERVICE INTEGRATES OR TO ANY ONGOING INTEGRATION SUPPORT. INTEGRATIONS MADE ACCESSIBLE TO SERVICE PROVIDER AND/OR END USER THAT ARE NOT A GENERALLY AVAILABLE PRODUCT INCLUDED ON SERVICE PROVIDER AND/OR END USER'S ORDER ARE PROVIDED ON AN "AS IS" BASIS.

2. **Committed MSLA Software Service Level Agreement.** Cisco will deliver the SD-WAN Cloud Service so that it meets or exceeds the Service Levels in this Service Level Agreement ("**SLA**"). Subject to the terms of this SLA, Service Provider will be entitled to Service Credits for Cisco's failure to achieve the Service Levels.

2.1. Service Level for SD-WAN

Service Levels	Control Plane	During each Measurement Period, the Availability Percentage will be 99.99% or greater.
	Management Plane	During each Measurement Period, the Availability Percentage will be 99.99% or greater.
Measurement Period	Service Provider is only eligible to receive a Service Credit if the term of Service Provider's right to use the Cloud Service is one calendar month or greater.	
Service Level Calculation and Related Definitions	"**Availability Percentage**" will be calculated as follows, converted to a percentage: $$\frac{\text{Total Service Time} - \text{Total Qualifying Outage Time}}{\text{Total Service Time}}$$ "**Total Service Time**" 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). "**Qualifying Outage**" means an outage that results in a loss of the Core Services and is not excused under this SLA. "**Core Services**" means the following specific service capabilities and excludes the vAnalytics feature and the Cisco SD-WAN Self Service Portal: • "**Control Plane**" builds and maintains the network topography and makes decisions on where the traffic flows. • "**Management Plane**" is responsible for central configuration and monitoring. "**Total Qualifying Outage Time**" equals the aggregate sum of the downtime attributable to all Qualifying Outages during the Measurement Period. For the purposes of calculating Total Qualifying Outage Time, each Qualifying Outage will (a) commence upon Cisco's logging an incident ticket upon Service Provider's notice to Cisco of the outage with sufficient information for Cisco to confirm the outage and (b) ends when the affected Core Services is fully restored. The duration of a Qualifying Outage will be rounded upward or downward to the nearest minute.	

Controlled Doc. # EDCS-21308005 Ver: 2.1 Last Modified: Thu Mar 24 07:33:56 PDT 2022
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2

Service Credit for Committed MSLA Software	If Cisco fails to meet the relevant Service Levels for a given Measurement Period for Committed MSLA Software, Cisco will issue a credit in accordance with the table below ("**Service Credit**"). The aggregate maximum Service Credit issued by Cisco to Service Provider in a single Measurement Period will not exceed 15 days, whether the Service Credit relates to (i) falling below Control Plane Availability Percentage, Management Plan Availability Percentage, or both, or (ii) single-tenancy or multi-tenancy Control Plane and/or Management Plane. Service Credits may not be exchanged for, or converted into, monetary amounts. For Uncommitted MSLA Software, no Service Credit will be issued.

If the Control Plane Availability Percentage is:	Service Provider may claim Service Credits in an amount equal to the corresponding number of days added to the end of the then-current term at no charge:
<99.99% and ≥ 99.9%	3 days
<99.9% and ≥ 99.0%	7 days
<99.0%	15 days
If the Management Plane Availability Percentage is:	Service Provider may claim Service Credits in an amount equal to the corresponding number of days added to the end of the then-current term at no charge:
<99.99% and ≥ 99.9%	3 days
<99.9% and ≥ 99.0%	7 days
<99.0%	15 days

Service Level Calculation Example	For example, if during a 31-day month, two Qualifying Outages occur—one Qualifying Outage lasting 60 minutes and another Qualifying Outage lasting 11 minutes—then the Service Level for Management Plane will be calculated as described below: Total Service Time = * 31 (days in Measurement Period) * 24 hours * 60 minutes = 44,640 minutes Total Qualifying Outage Time = 60 + 11 = 71 minutes Availability Percentage = (44,640 – 71) / 44,640 * 100 = 99.8% In this example, the Service Credit for Committed MSLA Software, if requested, would be 7 days added to the end of the then-current term.

2.2. Notice and Limitations

a. No Service Credits will be payable during the first Measurement Period.

b. In order to receive a Service Credit, Service Provider must notify Cisco in writing within 30 days from the date of the Qualifying Outage. If Service Provider fails to comply with this requirement, You will forfeit Your right to receive a Service Credit.

2.3. Exceptions

Any failure by Cisco to achieve the Service Levels will be excused if caused by:

a. Time associated with scheduled maintenance or emergency maintenance windows;

b. Factors outside of Cisco's control or outside the scope of the SD-WAN Cloud Service, such as inadequate bandwidth or network failures external to Cisco data centers, either in Service Provider's data center, or

Controlled Doc. # EDCS-21308005 Ver: 2.1 Last Modified: Thu Mar 24 07:33:56 PDT 2022
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3

between Your data center and Cisco's data center;

    c.   External integrations (including those created using Cisco APIs) or third-party software or services;

    d.   Beta or trial versions of a Cloud Service;

    e.   Service Provider's failure to adhere to any required configurations or supported platforms, follow policies for acceptable use, or use of the SD-WAN Cloud Service in a manner inconsistent with the Documentation;

    f.   Any events or factors considered Force Majeure under the Program Terms or Master Agreement; or

    g.   Issues that otherwise resulted from Service Provider's breach of the Program Terms.

2.4. <u>Exclusive Remedy</u>. The Service Credits specified in this SLA are Cisco's sole liability to Service Provider, and Your exclusive remedy, for Cisco's failure to meet the Service Level targets set out in this SLA.

Controlled Doc. # EDCS-21308005 Ver: 2.1 Last Modified: Thu Mar 24 07:33:56 PDT 2022
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4