



MSLA Product Terms

Umbrella SIG

Additional Product Terms

Service Provider's use of Cisco Umbrella Secure Internet Gateway Essentials and/or Cisco Umbrella Secure Internet Gateway Advantage (collectively, "**Umbrella SIG**") under the MSLA Program Terms is subject to these Product Terms. In the event of a conflict, the order of precedence shall be (a) this Umbrella SIG attachment; and (b) the MSLA. Capitalized terms used but not defined in these Product Terms are defined in the Program Terms or the Master Agreement. For purposes of this attachment, the Cloud Service is Umbrella SIG Essentials and/or Umbrella SIG Advantage.

Cloud Service Description

The Umbrella SIG packages offers a broad set of security functions through a single, cloud-delivered service and dashboard. Key features include DNS-layer security, secure web gateway (full proxy), cloud access security broker functionality, cloud-delivered firewall (CDFW) and correlated threat intelligence for improved incident response. Please consult the Umbrella Documentation for further information on its technical specifications, configuration requirements, features and functionalities.

1. Supplemental Terms

1.1. Scope of Use/Limitations. Service Provider will use the Cloud Service as a Cisco-branded Cloud Service to provide Software Services and will not alter or modify the Cloud Services except at Cisco's request or with Cisco's authorization. Service Provider will not use a single Cisco Umbrella tenant (also known as an Umbrella Org) for multiple End Users.

1.2. 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 SERVICE TO 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.

1.3. Bandwidth for SIG

The following use limitations apply in connection with the use of Umbrella SIG for and/or by each End User. For purposes of this Section 1.3, "**End User**" includes Service Provider when Service Provider is using the Cloud Service for internal purposes as permitted under Section 2.1.1. of the Program Terms.

Umbrella SIG is licensed based on the quantity of Covered Users and is subject to an Average Bandwidth (as defined below) limit of 50 kilobits per second ("kbps") per End User. Cisco will continuously measure the usage of Umbrella SIG throughout a rolling thirty (30) day period to determine the Average Bandwidth per End User. If at any time Cisco determines that an End User's Average Bandwidth has exceeded 50 kbps, Cisco reserves the right to require Service Provider to purchase additional licenses as required to reduce the Average Bandwidth to 50 kbps. The formula for Average Bandwidth is:

$$\text{Average Bandwidth} = 95\text{th Percentile Bandwidth} / \text{Number of Covered Users for that End User}$$

The 95th Percentile Bandwidth is calculated by: (i) observing the traffic samples for an End User over the course of thirty (30) days at each Cisco Umbrella data center that an End User’s traffic is sent to, (ii) discarding the top 5% of the traffic samples at each such data center and taking the next highest traffic sample value (“**Peak Value**”), and (iii) adding together the Peak Value for each data center. Traffic samples for purposes of this calculation include DNS traffic, secure web gateway (proxy) traffic and CDFW traffic.

For example, if the Peak Value for a specific End User at one data center is 1,000,000 kbps and the Peak Value for that End User at a second data center is 10,000 kbps, the 95th Percentile Bandwidth for that End User is 1,000,000 + 10,000 = 1,010,000 kbps. The Average Bandwidth for that End User would be 1,010,000 kbps divided by the number of Covered Users for that End User for the month being measured. If the End User had 25,000 Covered Users for the applicable month, the Average Bandwidth for the monitored period is 1,010,000 / 25,000 = 40.4 kbps.

2. Program Requirements

2.1. Training and Other Program Requirements. Service Provider must complete the complete the training and meet the other requirements set forth in the [program requirements document](#). Service Provider is authorized to have subcontractors serve as SEs and participate in training subject to compliance with Section 2.2 of the MSLA related to Authorized Third Parties.

2.2. Reporting and Subscription Fee Calculation. Service Provider 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 the Cloud Service, the Service Provider should update the quantity within the Umbrella Managed Services console at that time). One license is required for each Covered User protected by the Cloud Service (subject to Section 1.3). Notwithstanding Section 4.3.2 of the MSLA, subscription fees are calculated as follows:

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, pro-rated (based on the Creation Date for the applicable End Users), totaled for all End Users, and then rounded down to the nearest whole number. End-of-month license quantities for End Users with Creation Dates prior to the month covered by the bill are calculated at 100% proration (active full month). End-of-month quantities for End Users with Creation Dates occurring in the month covered by the bill are pro-rated based on the number of days between the Creation Date and the end of the month, inclusive. For example: If three End Users have 100 users each on the last day of December with Creation Dates of 11/20, 12/3 and 12/15, the billed quantity for the month of December would be 248. The “**Creation Date**” is the date that the Service Provider creates the End User child org within the Umbrella Managed Services console.

Example:

End User	Creation Date	Users on 12/31	Proration
1	11/20/2019	100	100.00
2	12/3/2019	100	93.55
3	12/15/2019	100	54.84
			248.39
		Round Down Billed Quantity	248

2.3. Co-branding. Any co-branding of the Cloud Service by Service Provider shall be subject to the guidelines located here: <https://www.cisco.com/c/dam/en/us/products/collateral/security/umbrella/co-branding-guidelines.pdf> and any additional trademark guidelines in its Master Agreement.

2.4. Security. When providing the Software Services to End Users, 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.

3. Support

The Licenses Fees include the support set forth below. Service Provider is responsible for providing front-line support for the Cloud Service to its End Users with respect to their use, maintenance, support, training, and technical assistance; provided that Service Provider may escalate support to Cisco as necessary and in compliance with any support guidelines provided by Cisco. In no event will Cisco have any obligation to provide support directly to, or respond to support requests from, an End User.

Support includes the following:

- Technical support (24x7 access to Cisco Cloud Security Support – phone and online)
- Software updates
- 30-minute response objective for Severity 1 or 2 cases from time of phone call
- Next Business Day response objective for Severity 3 or 4 cases
- 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 (subject to access restrictions identified by Cisco from time to time).

Service Provider agrees to provide the information requested by the technical support team and understands that a delay in providing the information to Cisco may delay resolution and response time. Cisco may adjust assigned case severity to align with the Severity definitions below.

The following definitions apply to this Section.

“Response time”: Time between case submission in the case management system (or by phone where noted above) to substantive support engineer contact.

“Business Day” means the generally accepted days of operation per week within the relevant region where the Cloud Services will be performed, excluding local holidays as observed by Cisco.

“Severity 1” means Umbrella SIG is down. Critical impact on customer’s business operations.

“Severity 2” means Umbrella SIG is degraded. Substantial impact on customer’s business operations.

“Severity 3” means Umbrella SIG is partially degraded. Minimal impact on customer’s business operations.

“Severity 4” means End User or Service Provider requests information about features, implementation, or configuration for Umbrella SIG. No impact on customer’s business operations.

4. Definitions

“End User” means a commercial business entity that obtains the Cloud Service from Service Provider on a commercial (e.g., non-residential) basis.

“Managed Services console” means the centralized managed security service provider console that Service Provider receives access to in order to manage the Cloud Service.

“Covered User” means the employees, contractors and other individuals who have online and/or cloud activity (e.g., internet, email, use of cloud applications) protected through use of such Cloud Service.