



ATTACHMENT C

Exhibit 2: Cloud Terms

Section 1. Scope of Use

Cisco will provide You and Your End Users the Cloud Service as specified in the applicable Product Terms and the applicable Order(s). **Service Provider must provide its End User(s) with Cisco's [Universal Cloud Terms](#).**

Section 2. Our Responsibilities

We provide the Cloud Service, including Technical Support, as described in the MSLA Program Terms or a specific Product Terms document. We may enhance and refine the Cloud Service provided we do not materially reduce its core functionality other than in accordance with our End of Life Policy. From time to time, we perform scheduled maintenance to update the servers and software used to provide the Cloud Service. You acknowledge that we may, in certain situations, need to perform emergency maintenance of the Cloud Service without providing advance notice to You, during which time, we may temporarily suspend Your access to and use of the Cloud Service.

Section 3. Your Use of the Cloud Service

- a. **Your use of the Cloud Service and Cisco Content.** You may use the Cloud Service during the applicable term for Your internal purposes only and in accordance with the applicable Product Terms, Order and Documentation. You are responsible for the accuracy and quality of Your Customer Data, the means by which You acquired Your Customer Data and Your use of Your Customer Data with our Cloud Service. You will not (i) interfere with the Cloud Service, other customers' access to the Cloud Service, or with the security of the Cloud Service; (ii) sell, resell, or distribute the Cloud Service; (iii) use the Cloud Service in a way that causes an unusual spike and negatively impacts the operating capability of the Cloud Service; or (iv) attack or disrupt the Cloud Service, including denial of service (DoS), unauthorized access, monitoring or crawling, or distribution of malware (including but not limited to viruses, Trojan horses, worms, time bombs, spyware, adware or cancelbots). If Your use of the Cloud Service requires or permits You to use any Cisco Content, You and Your Authorized Users may only use such Cisco Content with the Cloud Service and with third-party products or service offerings that Cisco has identified as compatible with the Cloud Service.
- b. **You are responsible for Your Authorized Users.** Authorized Users may submit Customer Data to the Cloud Service, such as messages or files. Cisco does not endorse and has no control over what Your Authorized Users submit through the Cloud Service. You are responsible for all Customer Data submitted to or created in the Cloud Service. You will inform Your Authorized Users of Your policies and practices that are relevant to their use of the Cloud Service and of any settings that may impact the processing of Customer Data.
- c. **Your account must be accurate and up-to-date.** You represent that all account information You provide is accurate and will be kept up-to-date. In addition, You will use reasonable means to protect Your account information, passwords and other login credentials for the Cloud Service, and promptly notify Cisco of any known or suspected unauthorized use of or access to Your account.
- d. **Use in China and Russia.** For Cloud Services available for use in China, You acknowledge that You are the entity (i) responsible for the transfer of any data outside of China in connection with the Cloud Service and (ii) obligated to comply with Chinese law applicable to the collection and overseas transfer of such data. For Cloud Services available for use in Russia, You acknowledge that You are the entity (iii) responsible for the collection of Personal Data from end users in Russia and (iv) obligated to comply with Russian law applicable to the collection and overseas transfer of Personal Data.

Section 4. Ownership and Software Licensing Rights

- a. **What We Own.** Cisco and its licensors retain ownership in all intellectual property rights to Cisco Content, the Cloud Service and its underlying technology, software, patents, know-how and associated Documentation, in whole or in part, including all improvements, enhancements, modifications and derivative works. You authorize Cisco to use feedback and ideas You provide in connection with Your use of the Cloud Service for any purpose without further obligation to You.

- b. **Software License & Restrictions.** To use the Cloud Service, You may be required to download and install Cisco software ("Software"). Cisco grants you a limited, non-exclusive, non-sublicensable and non-transferable license to use the Software solely as required to use the Cloud Service. The Software may contain code that is subject to its own license terms. You may not and may not allow a third party to modify, reverse engineer, decompile, or otherwise attempt to derive the source code for the Software, or create derivative works of the Software except as legally permitted for interoperability purposes. You will not extract Cisco Content from the Software or provide Cisco Content to a third-party.

Section 5. Indemnification

IP Indemnification. For the avoidance of doubt, the Cloud Services are included in any intellectual property indemnification provided in the Master Agreement.

Section 6. Warranties, Disclaimers

Warranty. Unless otherwise provided in an applicable Product Terms, Cisco warrants that it provides the Cloud Service in accordance with the Product Terms using commercially reasonable skill and care. Upon prompt notification by You of Cisco's possible breach of this warranty, to the extent permitted by applicable law, Your sole and exclusive remedy is, at our option, either repair or replacement of the Cloud Service or a refund of the fees paid to Cisco for the period in which the Cloud Service did not materially comply. **Except as expressly stated in this Section 6, to the extent allowed by applicable law, Cisco: (a) expressly disclaims all warranties and conditions of any kind, express or implied, including without limitation any warranty, condition or other implied term as to merchantability, or fitness for a particular purpose or non-infringement; and (b) makes no warranty or representation that: (i) the Cloud Service will be uninterrupted, completely secure, error-free or free of viruses; or (ii) the Cloud Service will meet Your business requirements or operate with Your existing systems.**

Section 7. Term and Termination

- a. **Term.** The initial term of the Cloud Service starts on the date the Cloud Service is made available for Your use.
- b. **Termination.** If a party materially breaches this Agreement and does not cure that breach within thirty (30) days after receipt of written notice of the breach, the non-breaching party may terminate this Agreement for cause. Cisco also has the right to immediately suspend or terminate Your use of the Cloud Services if You breach Section 3a or 5 above. Upon termination or expiration of this Agreement, You must cease any further use of the Cloud Service and destroy any copies of Software within Your control. Upon any termination by You for Cisco's material breach of the Agreement, we will refund to You or Your Approved Source any prepaid fees covering the remainder of the then-current term after the effective date of termination. Upon any termination by Cisco for Your material breach of the Agreement, You will pay any unpaid fees covering the remainder of the then-current term.
- c. **End-of-Life.** Cisco reserves the right to end-of-life (EOL) the Cloud Service three (3) years after the end-of-sale date. If You prepaid the fee for the Cloud Service and it becomes subject to EOL before the expiration of Your then-current term, Cisco will use commercially reasonable efforts to transition You to a substantially similar Cloud Service. If Cisco does not have a substantially similar Cloud Service, then Cisco will credit You any unused portion of the prepaid fee for such Cloud Service, calculated from the last date the Cloud Service is available to the last date of Your then-current term for that Cloud Service. Such credit can be applied towards the future purchase of Cisco products.

Section 8. Definitions

"Approved Source" means Cisco or a Cisco authorized Reseller or Distributor.

"Cisco Partner" means a Cisco authorized Reseller or Distributor.

"Cloud Service" means the Cisco hosted software-as-a-service offering or other Cisco cloud-enabled feature described in Attachment A.

"Service Provider" or "You" and "Your" means the entity subject to these MSLA Program Terms and delivering Software Services to their End User.