Exhibit 1 to Attachment C: Provider Product Terms
Umbrella MSP

Additional Product Terms

Service Provider's use of Umbrella MSP under the MSLA Program Terms is subject to these Provider Product Terms and the Cloud Terms attached to the MSLA Program Terms as Exhibit 2. In the event of a conflict, the order of precedence shall be (i) this Umbrella MSP attachment; (ii) the Cloud Terms in Exhibit 2; and (iii) the MSLA Program Terms. Capitalized terms used but not defined in this document will have the definition as in Attachment C or the MSLA Program Terms. "Cloud Services" shall mean Umbrella MSP for the purposes of this attachment.

Cloud Service Description

Umbrella MSP is a cloud-based security platform at the DNS (domain name system) layer that provides the first line of defense against threats on the Internet for small and medium businesses by blocking requests to malicious destinations (domains, IPs, URLs) before a connection is established. It provides protection against threats over all ports and protocols, and can protect Internet access across all network devices, office locations, and roaming users. Please consult the Umbrella Documentation for further information on its technical specifications, configuration requirements, features and functionalities.

A. Definitions

"Bundled Service" means the Software Service is a full-stack managed IT bundle outsourced by and sold to End Users on a remote basis, including but not limited to help desk, network security, and backup/disaster recovery management.

"Documentation" means Cisco's release notes, technical guides and user documentation in hard copy or machine-readable form that describe the functionality of the Cloud Service and/or the Software.

"End User" means a commercial business entity employing no more than two hundred fifty (250) employees that obtains the Cloud Service from Service Provider on a commercial (e.g. non-residential) basis.

"Feedback" means any suggested changes, clarifications, additions, modifications or recommended product improvements to a Cloud Service that Service Provider or its End Users provide to Cisco as part of technical support or otherwise whether by direct entry into a product user interface, phone conversation, e-mail or otherwise.

"Network Data" means Telemetry Data, plus any technical data and related information about Service Provider's or its End User's computer network generated as part of Service Provider's or End User's usage of a Cloud Service including, but not limited to the operating system type and version; file metadata and identifiers such as SHA-256 values; network host data; origin and nature of malware; Endpoint GUIDs (globally unique identifiers); Internet Protocol (IP) addresses; MAC addresses; log files; configuration files; network configurations; network security policies; the types of software or applications installed on a network or an Endpoint; information related to the usage, origin of use, traffic patterns and behavior of the users of a network; and any aggregate, demographic or network traffic data such as cookies, web logs, web beacons, and other similar applications.

"Software" means any Cisco proprietary security software products or any third party software provided by Cisco via download, if any, and any patches, updates, improvements, additions and other modifications or revised versions thereof that are made available by Cisco from time to time for use with a Cloud Service.

B. Supplemental Terms

1. **Scope of Use/Limitations.** Service Provider may not deploy or use a Cloud Service in a manner that exceeds any use limitations or other metrics related to Service Provider's license as set forth in an Order, SKU, product identifier (PID) or Documentation for the Cloud Service. Service Provider further agrees to promptly implement any updates, modifications and/or changes to the Software as requested by Cisco. Service Provider shall use the Cloud Service as a Cisco-branded Cloud Service to provide Bundled Services to End Users and shall not alter or modify the Cloud Services except at Cisco's request or with Cisco's authorization. Service Provider may only use a license to the Cloud Service and any policies, data, or reports derived from the use of such license on behalf of the actual End User who purchased such license from Service Provider. For clarity, Service Provider may not use one license to the Cloud Service or any policies, data, or reports derived from the use of such for the benefit of multiple End Users.

2. **Feedback.** Cisco has the right, but not the obligation, to incorporate Feedback into the Cloud Service(s) in its sole discretion. Service Provider hereby grants Cisco a non-exclusive, irrevocable, worldwide, perpetual, royalty-free, transferable (in whole or in part) and fully paid-up license to use the Feedback for any purpose whatsoever, including, without limitation, for purposes of enhancing, developing, marketing, and/or promoting Cisco products and services, including the Cloud Services.

3. **Support.** The Licenses Fees include Basic support, as set forth below, when Service Provider uses the Cloud Service to provide the Bundled Services. Service Provider may upgrade to Gold support, as set forth below, for an additional fee. For clarity, the SSSS set forth in Section 6 of the MSLA does not apply to the Umbrella MSP Cloud Service. 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 shall Cisco have any obligation to provide support directly to, or respond to support requests from, an End User.

Technical Support Level

Basic	• Email Access • Access to online tools (e.g. knowledgebase, forums, Documentation, case portal, and notifications)
Gold	• Email Access • Access to online tools (e.g. knowledgebase, forums, Documentation, case portal, and notifications) • 24x7 phone support for P1 requests • 24x5 phone support for P2 – P3 requests (Sunday 4pm PST – Friday 5pm PST)

Priority Levels and Response Targets

Support Priority	Response Target	Description
P1: Outage (An "Outage" means the Cloud Service is	• 30 minutes for phone request • 2 hours for email request	Cisco will work on the resolution on a 24×7 basis to either resolve the issue, or develop a reasonable workaround.

Support Priority	Response Target	Description
completely unreachable when Your Internet connection is working correctly)		
P2: Technical Issue	1 business day	An issue occurs if Cloud Service is available but response times are slow while Your Internet connection is working correctly. Issues include technical questions or configuration issues related to Service Provider's account that moderately impact Service Provider's ability to use and/or manage the Cloud Service. Cisco will work on the resolution continuously during business hours until either the issue has been resolved, or a plan has been developed and mutually agreed upon between You and Cisco.
P3: Information Request	2 business days	Information requests include account questions, password resets, and feature questions. Cisco personnel will be assigned to work on the resolution at the time of response or as soon as practicable thereafter.

4. **Security.** Cisco will maintain administrative, physical and technical safeguards consistent with industry standards and the Documentation, which are designed to provide security, confidentiality and integrity of the Data used by Cisco.

5. **Warranties.** In addition to the warranties and disclaimers set forth in the 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.

C. Program Requirements

Service Provider shall comply with the following program requirements for using the Cloud Service to provide the Bundled Services to End Users under the MSLA (collectively, the ("**Program Requirements**").

1. **Eligibility.** Service Provider must be able to provide the Cloud Service to End Users solely as part of a Bundled Service and not on a stand-alone basis.

2. **Reporting and Subscription Fee Calculation.** Service Provider must accurately report the number of licenses to the Cloud Service for that month ("Monthly Report") using the functionality included in the MSLA Software. One license is required for each individual covered by the Cloud Service.

Subscription fees are calculated based on the quantity of licenses reflected in the Umbrella MSP console as of the last day of the month, pro-rated (based on the Creation Date for the applicable End Users), totalled 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 MSP 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

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/umbrella-sps-co-branding-guidelines.pdf and any additional trademark guidelines in its Master Agreement.

4. **Security**. When providing the Bundled Services to End Users, Service Provider and/or its Contractor shall 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.