

# Cisco Umbrella Enterprise Terms of Service

## IMPORTANT: READ CAREFULLY

These Enterprise Terms of Service is a legal agreement (the “**Agreement**”) between you, the party using any of the Cisco Umbrella domain name system (DNS) related on-line services (each, a “**Service**”), and Cisco Systems, Inc. a California corporation having offices at 170 West Tasman Drive, San Jose, CA 95134-1706 or its applicable affiliate entity providing the Service (hereinafter “**Cisco**”, “**we**”, “**our**” or “**us**”).

### 1. Acceptance of Terms

**BY CLICKING ON THE “AGREE” OR “ACCEPT” BUTTON, DOWNLOADING APPLICABLE SOFTWARE OR USING THE SERVICE IN ANY MANNER YOU ACCEPT THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS. YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT UNDERSTAND THEM AND AGREE TO BE LEGALLY BOUND BY THEM. If you do not agree with the terms of this Agreement, you may not use or otherwise access the Service.**

If you are an individual accepting this Agreement on behalf of an entity, you represent and warrant that: (i) you have full legal authority to bind the applicable entity to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the entity that you represent, to the terms and conditions of this Agreement. If you do not have the legal authority to bind the entity you represent, you may not use the Service. From time to time, Cisco may update the functionality and user interface of the Service, add new features to the Service, change the access configuration for the Service or update the related software. In such event, this Agreement shall also apply to any such functionality updates, new features, changes or software updates subsequently provided by Cisco for the Service or related software, as applicable.

If you are purchasing through a Cisco authorized reseller (“**Reseller**”), you accept the terms of this Agreement by using the Service, unless the Agreement is otherwise incorporated into your arrangement with the Reseller. All non-conflicting and additional terms and conditions in your purchase agreement with Reseller remain applicable to this purchase, as between you and your Reseller. Your use of the Service is governed by this Agreement and the Agreement take precedence in regards to how you use the Service.

### 2. Modification of Agreement.

This Agreement may be changed, modified, supplemented or updated by Cisco from time to time. Any updates to, or replacements of, this Agreement will be in effect for any new or renewal Service orders placed after the effective date of the updated or replaced Agreement. If Cisco makes a material change to this Agreement that will affect an existing Service subscription, Cisco may notify you by sending an email at least thirty (30) days in advance of such change or posting a notice on your account administration page. If the change has a material adverse impact on you and you do not agree to the change, you must so notify Cisco via [contact@opendns.com](mailto:contact@opendns.com) within thirty (30) days after receiving notice of the change. If you notify Cisco as required, then you will remain governed by the Agreement in effect immediately prior to the change until the end of your current subscription term for the affected Service. If the affected Service is renewed, it will be renewed under Cisco’s then-current terms of service agreement.

### 3. Account Management/Passwords.

To purchase, use or access certain Services, you must have a valid Cisco account. You will be prompted in the offering user interface, by our website or contacted by email to either create an account or to login using your account credentials. If you have been given the option to open an account within the Service(s) that will provide you with access to password protected portions of the Service(s) and you elect to do so, then you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form, and choose a password and user name. You are responsible for maintaining the confidentiality of your password and account-related information and for any and all activities that occur under your account. You agree to immediately notify Cisco upon learning of any unauthorized use of your account or any other breach of security related to your use of the Service.

### 4. Services and License Grants.

**a. Types of Services.** Cisco offers Services for purchase or some Services for free through a free trial option ("**Free Trial**"). Services can be obtained through an Cisco sales representative ("**Cisco Sales**") or through a Reseller.

**b. License Grant.** If you purchased a Service or enrolled in a Free Trial, Cisco grants to you, and you accept, the non-assignable, nontransferable, non-sublicensable, and nonexclusive right to access and use the applicable Service only as authorized in these Terms of Service and related documentation for (i) the duration of the applicable subscription term or Free Trial period, as applicable; (ii) for the number of licenses purchased; and (iii) only for that number of customer seat(s) (each a, "**Seat**"), site(s) (each a, "**Site**") and/or customer access points ("**AP(s)**"), as applicable. Additional rights and restrictions, if any, may apply to Services ordered via a written order form provided by Cisco Sales ("**Order Form**"), and in such cases, the terms of the Order Form and/or supporting agreements will govern where conflicts exist between these Terms of Service and the Order Form or supporting agreements.

**c. Software License.** You may need to download and install software to use the Service (the "**Software**"). If so, you are granted a limited, non-assignable, nontransferable, non-sublicensable and non-exclusive right to use the Software solely to the extent required to use the Service and only for the term that you are entitled to use the Service. In your use of the Software, you may be granted access to certain open source code third party software that is provided for free for use in combination with the Software. Such third party products are being made available to you pursuant to their respective third party agreements. A listing of these third party products (if any) may be available in the documentation. You may obtain the source code to such open source code software in accordance with the directions set forth in the documentation.

**d. Technical Support; Maintenance Schedule.** Cisco offers three levels of technical support as part of the Services, each as described in **Attachment 1** hereto. All users are entitled to the Basic level of support at no extra charge. Additionally, you are eligible to purchase an enhanced level of technical support (e.g. Gold or Platinum level support) by paying the applicable fee(s). From time to time, Cisco will perform scheduled maintenance of the systems related to the Services. In all cases where scheduled maintenance will be performed, Cisco will make reasonable attempts to ensure that maintenance that affects the availability of Cisco Umbrella for more than thirty (30) minutes is performed between 12:00 AM and 5:00 AM Pacific Time, Monday through Friday (excluding U.S. holidays), or between 12:00 PM and 5:00 AM Pacific Time on Saturday, Sunday and U.S. holidays.

## 5. Ownership.

You recognize and agree that each Service and the Software contain valuable assets, proprietary information and intellectual property of Cisco and its licensors, and are made available to you under the terms and conditions of this Agreement. Cisco (and its licensors) retain all right, title, and interest in the Service and Software, including any and all intellectual property rights. Cisco (and its licensors) reserves all rights not expressly granted in Section 4.

## 6. Payment and Renewal Terms.

- a. **Payment Terms.** Excluding usage of the Service during a Free Trial, you will pay Cisco or a Reseller the applicable fee(s) for use of the Service. All fees shall be due and payable upon the commencement of the subscription term and on the first day of each renewal subscription term. All amounts owed hereunder are non-refundable and payable in U.S. Dollars (unless otherwise specified) and are based on the Service(s) purchased and not on actual usage. If you purchased directly from Cisco, you agree to pay Cisco such fees net thirty (30) days from the date of Cisco's invoice. The prices do not include any taxes; you shall pay any applicable sales, use, excise, withholding or other taxes applicable to the sale or furnishing of the Services or related software (if any). Delinquent payments shall bear interest at the rate of one-and-one-half (1.5%) per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. You will be responsible for all reasonable expenses (including attorneys' fees and costs) incurred by Cisco in collecting unpaid or delinquent amounts. Cisco reserves the right to suspend the Services (of which it shall provide advance notice, which may be by email) until you pay all past due amounts. If you purchase a license to use the Services from a Reseller, then you shall be responsible for paying such Reseller all applicable fees.
- b. **Credit Card Payment.** For Services that are purchased by credit card, you expressly agree that Cisco is permitted to invoice and charge your credit card or accepted payment account the applicable fees, applicable taxes and any other charges that you may incur with Cisco in connection with your use of such Service. Such fees, taxes and related charges will be billed to the credit card or accepted payment account that you provide at the time a fee or charge is due and payable. You agree to allow Cisco, or our affiliates or services providers, to process and store your payment information. If payment is not received or cannot be charged to your credit card or accepted payment account for any reason in advance of the applicable subscription term, Cisco reserves the right to either suspend or terminate your access to the Service, and at Cisco's sole discretion, terminate this Agreement.
- c. **Renewal Terms.** Unless stated otherwise on an applicable Order Form, your subscription to the applicable Service will automatically renew for additional, successive subscription terms equal in duration to the expiring subscription term or one (1) year (whichever is longer) at Cisco's then-current price for the Services, unless terminated by either party upon sixty (60) days written notice of non-renewal prior to the expiration of the then-current subscription term. Subscriptions are non-cancelable before the end of the then-current subscription term and fees are non-refundable. If you originally paid by credit card, then you acknowledge and agree that Cisco will automatically charge your credit card or accepted payment account on record with Cisco for the then-current subscription term upon the commencement of any renewal period.

## 7. Service Termination and Suspension.

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**a. Termination.** If you commit a breach of any provision of this Agreement which is not cured within thirty (30) days of written notice from Cisco, then Cisco may terminate your access to all or any part of a Service and terminate this Agreement.

**b. Termination of a Free Trial.** You may terminate a Free Trial by simply discontinuing your use of the Service and/or requesting that Cisco terminate your account if you have created a Cisco account. Cisco may terminate your access to all or any part of a Free Trial at any time, with or without cause and with or without notice and without any further liability to you.

**c. Suspension.** Cisco also reserves the right to suspend any Service as it may deem appropriate in response to actual or suspected violations of this Agreement if Cisco reasonably concludes that your Service is being used to engage in illegal activity, used outside the scope of the license (e.g. used on more than the number of licenses, Site(s), or AP(s) purchased) or causing immediate, material and ongoing harm to Cisco or others. You agree that Cisco shall not be liable to you nor to any third party for any suspension of a Service under such circumstances as described in this Section.

**d. Survival.** Sections 1, 5, 6.a and 8-14 shall survive any termination of this Agreement.

## 8. User Data.

The Software together with the Service may collect certain data and information about your use and, if you are an entity, your individual users' use of the Service including but not limited to statistical information related to the usage, traffic patterns and behavior of the users of the Services that Cisco learns in evaluating your use of the Service (collectively, "**User Data**"). Any personally identifiable information contained in User Data provided to Cisco will be treated as set forth in the Cisco Online Privacy Statement, currently located at: [http://www.cisco.com/web/siteassets/legal/privacy\\_full.html](http://www.cisco.com/web/siteassets/legal/privacy_full.html). With the exception of any personally identifiable information that you or your individual users submit, any information you transmit to Cisco related to the functionality of the Services and Software, whether by direct entry, submission, e-mail or otherwise, including data, questions, comments, or suggestions, will be treated as non confidential and non-proprietary and will become the property of Cisco. You also grant to Cisco a non-exclusive, irrevocable, worldwide, perpetual, royalty-free and fully paid-up license under all of your intellectual property rights to use the User Data to create Statistical Data (defined below) and to use Statistical Data for any purpose whatsoever, including, without limitation, for purposes of enhancing, developing, marketing, and/or promoting Cisco products and services, including without limitation, the Service. "**Statistical Data**" means any information or data that Cisco obtains or creates in evaluating your User Data provided that such information or data cannot be used by a third party to identify your network.

## 9. Prohibited Use.

You agree not to do any of the following: (i) download, use, install, modify, display, reproduce, distribute or disclose the Service or Software (even if merged with other materials as a compilation) other than as allowed under Section 4 of this Agreement; (ii) use the Service for any unlawful, infringing, defamatory or fraudulent purpose; (iii) interfere with the use of the Service by other authorized users or attempt to crash the Service or render it inoperable; (iv) sell or license the Service or Software (in whole or in part) to any third party; (v) rebrand the Service or frame or mirror the Service on any other server or computer; (vi) publish the results of benchmark tests relating the performance of the Service; (vii) translate, reverse engineer (except to the limited extent permitted by law), decompile, disassemble or create derivative works based on the Service or Software; (viii) rent or lease any rights in the Service or Software in any form to any person; (ix) use the Service or Software for the benefit of any third

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parties (e.g., in an ASP, managed security services, outsourcing, time-sharing or service bureau relationship); (x) remove, alter or obscure any copyright notice, proprietary notice, labels, logos or marks on the Service or Software; (xi) disable or circumvent any access control, authentication process or security procedure established with respect to the Service or Software; (xii) share any user authentication information and/or password with any third party; or (xiii) collect information or content from any webpage thru which the Service is provided by using automated means (such as harvesting bots, robots, spiders, or scrapers). You are responsible for all use of the Service and Software under your account and for compliance with this Agreement.

#### **10. Warranty Disclaimer.**

THE SERVICE, SOFTWARE AND ALL DOCUMENTATION PROVIDED BY CISCO HEREUNDER ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND CISCO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY CISCO ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. CISCO DOES NOT WARRANT THAT THE SERVICE, SOFTWARE OR THE DOCUMENTATION PROVIDED UNDER THIS AGREEMENT WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. CISCO DOES NOT GUARANTEE THAT THE SERVICE WILL GUARANTEE SECURITY DUE TO THE CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON AND ATTACKING FILES, NETWORKS AND ENDPOINTS. CISCO DOES NOT WARRANT THAT THE SERVICE WILL PROTECT YOUR FILES, NETWORK OR ENDPOINTS FROM ALL MALWARE, VIRUSES OR THIRD PARTY MALICIOUS ATTACKS. YOU ACKNOWLEDGE THAT CISCO'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR YOUR BENEFIT ONLY.

#### **11. Limitation of Liability.**

IN NO EVENT SHALL CISCO OR ITS AFFILIATES, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY WITH RESPECT TO THE SERVICE OR SOFTWARE (I) FOR ANY LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICE (HOWEVER ARISING), OR (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN). IN NO EVENT SHALL CISCO'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, THE SERVICE AND THE SOFTWARE EXCEED THE FEES PAID TO CISCO FOR THE APPLICABLE SERVICE DURING THE 12 MONTHS BEFORE THE LAST EVENT THAT GAVE RISE TO YOUR CLAIM. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

#### **12. Essential Basis.**

The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

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### **13. Legal Compliance; Restricted Rights.**

The Service and Software are subject to export control laws and regulations. You shall comply with such laws and regulations governing use, export, re-export, and transfer of Service and Software and will obtain all required authorizations, permits or licenses. You will not use the Service from an embargoed country (currently Cuba, Iran, North Korea, Sudan and Syria). You warrant that you are not on any U.S. Government denied party list. Cisco may disclose information regarding your use of the Service if required pursuant to a valid order issued by a court or government agency. In such instance Cisco will give you written notice of the obligation, so that you can attempt to oppose or limit the disclosure unless applicable law prohibits notification. The export obligations under this Section shall survive the expiration or termination of this Agreement.

### **14. General.**

This Agreement and the Order Form, if any, is the parties' complete agreement regarding its subject matter, superseding any prior oral or written communications. Under no circumstances will the terms of quote issued by Cisco or purchase order issued by you control or otherwise negate the terms set forth in this Agreement. If you have entered into a separate Master Services Agreement or other written agreement with Cisco for the Services, the terms in such Master Services Agreement will control your use of the Services and Software. As part of providing you the Service, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Service and your Cisco account, which you may not be able to opt-out from receiving them unless you terminate your account. Any notices to you from Cisco regarding the Service or this Agreement will be posted on [www.Cisco.com](http://www.Cisco.com) (or successor website) or made by email or regular mail. Except for your payment obligations, neither party shall be liable for any delay or failure due to a force majeure event and other causes beyond its reasonable control. If any provision of this Agreement is held to be illegal or unenforceable for any reason, then such provision shall be deemed to be restated so as to be enforceable to the maximum extent permissible under law, and the remainder of this Agreement shall remain in full force and effect. The section headings are for convenience and do not have any force or effect. This Agreement shall be governed by the laws of the State of California, without regard to choice-of-law rules or principles. Except as otherwise prohibited by law, any claim or dispute must be brought within one (1) year from the date such cause of action arises. Any claim or dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of state or federal courts in Santa Clara County, California, and you hereby consent and submit to the personal jurisdiction of such courts. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. You agree that the Uniform Computer Information Technology Act (UCITA) and the United National Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

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## **Attachment 1**

### **Cisco Umbrella Support Level Descriptions.**

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Support Level	Description
Basic	<ul style="list-style-type: none"> <li>Email Access Only</li> </ul>
Gold	<ul style="list-style-type: none"> <li>Email Access</li> <li>Access to online tools (e.g. Knowledgebase, Forums, Documentation, Case Portal, and Notifications)</li> <li>24x7 phone support for P1 requests</li> <li>24x5 phone support for P2 – P3 requests (Sunday 4pm PST – Friday 5pm PST)</li> </ul>
Platinum	<ul style="list-style-type: none"> <li>Dedicated technical account manager (TAM)</li> <li>Email Access</li> <li>Access to online tools (e.g. Knowledgebase, Forums, Documentation, Case Portal, and Notifications)</li> <li>24x7 phone support for P1 requests</li> <li>24x5 phone support for P2 – P3 requests (Sunday 4pm PST – Friday 5pm PST)</li> </ul>

### Priority Levels and Response Targets.

Support Priority	Response Target	Description
<b>P1:</b> Cisco Umbrella Outage	-30 Minutes for phone requests (as applicable) -2 Hours for email requests	An outage occurs if Cisco Umbrella is completely unreachable when your Internet connection is working correctly. Cisco will work on the resolution on a 24x7 basis to either resolve the issue, or develop a reasonable workaround.
<b>P2:</b> Technical Issue	1 Business Day	An issue occurs if Cisco Umbrella is available but response times are slow while your Internet connection is working correctly. Issues include technical questions or configuration issues related to Customer's account that moderately impact your ability to use Cisco Umbrella. 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.
<b>P3:</b> 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.