

## Offer Description: Cisco ServiceGrid Software as a Service

This document describes Cisco ServiceGrid sold as a “software-as-a-service” offer (the “Offer”).

**Related Documents:** This Offer Description should be read in conjunction with the following documents, available at [www.cisco.com/go/servicedescriptions](http://www.cisco.com/go/servicedescriptions): (1) Glossary of Terms and (2) List of Services Not Covered. All capitalized terms in this description have the meaning ascribed to them in the Glossary of Terms.

**Direct Sale from Cisco.** If you have purchased this Offer directly from Cisco, this document is incorporated into the Universal Cloud Terms (“UCT”) or the equivalent agreement executed between you and Cisco referencing this Offer (the “Agreement”). All capitalized terms used herein but not defined in the Supplemental Glossary of Terms for this Offer (contained herein) have the meaning ascribed to them in the UCT or equivalent agreement executed between you and Cisco. In the event of a conflict between this Offer Description and the UCT or your agreement with Cisco, this Offer Description shall govern.

**Sale from Cisco Authorized Reseller.** If you have purchased this Offer through a Cisco Authorized Reseller this document is for description purposes only; it is not a contract between you and Cisco. The contract, if any, governing the provision of this Offer will be the one between you and your Cisco Authorized Reseller. Your Cisco Authorized Reseller should provide this document to you, or you can obtain a copy of this and other Cisco Offer Descriptions at [www.cisco.com/go/servicedescriptions](http://www.cisco.com/go/servicedescriptions). All capitalized terms used herein but not defined in the Supplemental Glossary of Terms for this Offer have the meaning ascribed in the Glossary of Terms at [www.cisco.com/go/servicedescriptions](http://www.cisco.com/go/servicedescriptions).

This Offer is sold as a “software-as-a-service” (“SaaS”) offer and is delivered on a Cisco-hosted, cloud-based deployment model. Where available, Cisco shall provide this Offer as selected and detailed on the Purchase Order for which Cisco has been paid the appropriate fee. Cisco shall provide a Quote (“Quote”) detailing specifics of the Offer and period of time for which Cisco shall provide the Offer. Reseller shall provide a Purchase Order that references the Quote agreed between the parties and that, additionally, acknowledges and agrees to the terms contained therein.

### Summary

The Offer is an integration software platform in the cloud that seamlessly connects organizations to enable real time multi-party support collaboration for key processes including, but not limited to, service request, incident, change and problem management.

Unique Customer requirements, including any private cloud-based deployment models for the Offer, will require the Customer to purchase additional Cisco hardware, software and services specified in a custom Quote with custom terms and conditions that specifically addresses the unique requirements.

The Offer:

- enables companies to integrate and automate support processes that span multiple service partners and support systems;
- provides the Customer (e.g. Enterprise IT; Managed Service Providers; Service Providers) with tailored capabilities to automate the end-to-end lifecycle of key support processes, including but not limited to service request, incident, change and problem management;
- requires a minimum of one active end-to-end connection for the term of the service commitment between the Customer and one of their Ecosystem Trading Partners;
- requires a minimum one year subscription commitment from the Customer;
- is developed and maintained by Cisco. Its features and functions are continuously enhanced via scheduled product upgrades normally released quarterly;
- allows Customers to address high scalability and adaptability as they evolve their businesses;
- is offered as either a hosted, public cloud-based solution operated by Cisco from highly secure Cisco data center locations;
- includes the Offer’s software platform that runs on a high-availability architecture operated around the clock (24x7x365) with an availability target of 99.95% for the Offer’s software application as defined in the Platform Availability section of this Offer Description;
- includes standard maintenance and operate support for every Customer with an active contract for the Offer as defined in the Customer Support section of this Offer Description; and

- includes a robust set of online documentation and a web-based support portal located at <https://support.solvedirect.com>

## **Packages**

The Offer is available in two SaaS packages: Cisco ServiceGrid Ecosystem Manager and Cisco ServiceGrid Ecosystem Builder.

### **Ecosystem Manager:**

- Ecosystem Manager enables Customer to create, collaborate and manage support interactions with one or more Ecosystem Trading Partners.
- This solution provides Customer with Standard and/or Configured Workflows and B2B Connections between any of their ITSM systems and Ecosystem Trading Partners:
  - Standard or Configured Cisco ServiceGrid workflows include incident, problem, change and service request workflows
- Base Offer Elements include:
  - Up to two Process Workflows of the Standard Workflow Types included (Incident, Problem, Change and Service Request);
  - One Initial Connection that includes Customer's ITSM connection to ServiceGrid plus Customer's first Ecosystem Trading Partner's ITSM connection to ServiceGrid;
  - One Full-Access Portal User with administrative privileges, including the ability to create and manage other users;
  - Batch Data Enrichment, if required (one source);
  - Standard Reporting, including case volume and service level reports; and
  - Standard Operational Support.
- Optional Offer Elements ("add-ons") include:
  - Additional B2B Connections;
  - Additional Standard Process Workflows;
  - Additional Real-Time Data Enrichment sources;
  - Additional Full-Access Portal Users; and
  - Additional Basic-Access Portal Users.

### **Ecosystem Builder:**

Builder is for Customers seeking to build an end-to-end support ecosystem using multi-partner support processes that span Ecosystem Trading Partners. This solution enables Customer to create, collaborate and manage support interactions that span Ecosystem Trading Partners on a shared Workflow.

- Cisco ServiceGrid Ecosystem Builder is required when:
  - Using Custom-built Workflows
  - Sharing Workflows between multiple Ecosystem Trading Partners
  - Creating multi-partner Workflows on a shared Workflow that span multiple Ecosystem Trading Partners
- Base Offer elements include:
  - Up to four Process Workflows of the Custom Workflow Type (but may also include Standard Workflow types if needed);
  - One Initial Connection that includes Customer's ITSM connection to ServiceGrid plus Customer's first Ecosystem Trading Partner's ITSM connection to ServiceGrid;
  - One Full-Access Portal User with administrative privileges including the ability to create and manage other users;
  - Batch Data Enrichment if required (one source);
  - Real-Time Data Enrichment, if required (one source);
  - Standard Reporting, including case volume and service level reports; and
  - Standard Operational Support .

- Optional Offer Elements (“add-ons”) include:
  - Additional B2B Connections
  - Additional Custom Process Workflows
  - Additional Real-Time Data Enrichment sources
  - Additional Full-Access Portal Users
  - Additional Basic-Access Portal Users

## **Operational Support**

### **Offer Activation**

After Cisco receives a signed purchase order for the Offer, Cisco will perform the following Initial Fulfillment Activities to enable the Customer to utilize the features and functions of the Offer.

Cisco’s responsibilities include:

- Setting up Customer tenant on the Cisco ServiceGrid software platform;
- Creating a Full-Access Portal User with administrative privileges;
- Setting up Customer’s B2B connection testing environment;
- Enabling access to Cisco ServiceGrid support portal; and
- Notifying Customer of completion of these activities.

The Cisco ServiceGrid offer term will commence one calendar day after all of the Initial Fulfillment Activities have been completed. This is normally accomplished within two weeks from Cisco’s receipt of a signed purchase order for the Offer.

### **Customer Support**

Cisco responsibilities include:

- Cisco ServiceGrid Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist by telephone, fax, electronic mail or the internet with Cisco ServiceGrid use, configuration and troubleshooting issues;
- Cisco will aim to respond within one hour for all calls received during Standard Business Hours and for Severity 1 and 2 calls received outside Standard Business Hours. For Severity 3 and 4 calls received outside Standard Business Hours, Cisco will aim to respond no later than the next business day;
- Managing problems according to their severity level as described below in this section;
- Access to Cisco.com. This system provides the Customer with helpful technical and general information on Cisco Products as well as access to Cisco’s on-line Software Center library. Please note that access restrictions identified by Cisco from time to time may apply;
- Work-around solutions or patches to reported the Offer’s software platform problems using reasonable commercial efforts. Refer to the **Software Platform Maintenance and Upgrades** section in this Offer Description for more details;
- Escalation support for incidents involving a Customer’s Ecosystem Trading Partner provided that the Customer’s administrator has performed initial triage and validation of these types of incidents prior to contacting Cisco for escalation support on behalf of their Ecosystem Trading Partner.

Cisco defines and classifies all support and service requests for the Offer as follows:

**Severity 1** means a Cisco ServiceGrid environment or application is down or there is a critical impact to Customer’s business operations. The Customer and Cisco will commit full-time resources to resolve the situation.

**Severity 2** means operation of an existing environment or application is severely degraded or significant aspects of the Customer’s business operations are negatively impacted by unacceptable environment or application performance. The Customer and Cisco will commit full-time resources during Standard Business Hours to resolve the situation.

**Severity 3** means operational performance of the environment or application is impaired, although most business operations remain functional. The Customer and Cisco are both willing to commit resources during Standard Business Hours to restore service to satisfactory levels.

**Severity 4** means information is required on the Offer’s capabilities, installation, or configuration. There is little or no impact to end users and/or Customer business operations. The Customer and Cisco are both willing to provide resources during Standard Business Hours to provide information or assistance as requested.

Interruptions of operation may cause a non-availability of contracted features and functionality of the Offer. Generally, interruptions qualifying as Severity 1 incidents would include:

- Cisco ServiceGrid platform or service interruption or failure; and
- Connection failure to Customer ITSM system or that of Ecosystem Trading Partner.

These types of Severity 1 service interruptions are handled using the following escalation procedures detailed below:

1. Operational failure or downtime is validated by Cisco ServiceGrid TAC Customer Support Engineer.
2. Operational Severity 1 issue is logged and registered.
3. Customer contact is informed about the actual status of the failure and the recovery plan.
4. The Cisco ServiceGrid TAC Customer Support Engineer checks the reason for and severity of the failure and monitors the resolution of the validated issue.
5. Customer contact is updated via email and, if requested, Customer contact gets a call back from the Cisco ServiceGrid TAC Customer Support Engineer for status updates and case resolution.

In the event of undetected issues, Customer can also contact the Cisco ServiceGrid TAC support hotline to report the issue. The customer support hotline is supported 24x7x365. Refer to the following link for the contact number specific to your region:

- [http://www.cisco.com/en/US/support/tsd\\_cisco\\_worldwide\\_contacts.html](http://www.cisco.com/en/US/support/tsd_cisco_worldwide_contacts.html)

Enquiries can be made via email and are answered by qualified Cisco ServiceGrid Customer Support Engineers during standard business hours (09:00-17:00 Central Europe Time zone). All inquiries will be prioritized based on the determined level of severity as described above in the severity definitions. Cisco recommends that Customers call the Cisco ServiceGrid TAC support hotline if they detect (or perceive) a Severity 1 type of issue as described above.

Email inquiries for low severity incidents can be sent to the following address:

- [servicegrid-support@cisco.com](mailto:servicegrid-support@cisco.com)

The following table summarizes the customer support features for Customers:

<b>Cisco ServiceGrid TAC Support</b>	<b>24/7/365 via email, phone and Web</b>
Standard Office Hours (Central Europe Time zone)	M-F, 08:00-22:00 UTC
Severity 1 Cases: System Down	24/7/365 Phone Support at <a href="#">Cisco ServiceGrid TAC</a>
Severity 2-4 Cases: Non Critical	M-F, 08:00-22:00 (UTC) email at <a href="mailto:servicegrid-support@cisco.com">servicegrid-support@cisco.com</a> M-F, 08:00-22:00 (UTC) Web at <a href="https://support.solvedirect.com">https://support.solvedirect.com</a>
Response Time Targets standard hours (SLOs)	Severity 1 – < 1 Hour (all hours) Severity 2 – < 1 Hour (all hours) Severity 3 – < 1 Hour (all hours) Severity 4 – < 1 Hour (all hours)
Response Time Targets after hours (SLOs)	Severity 1 – < 1 Hour (all hours) Severity 2 – < 1 Hour (all hours) Severity 3 – NBD Severity 4 – NBD
<b>Notifications</b>	
Connection Monitoring	24x7 email notification to designated Customer contact(s)
Maintenance Window Status Notification	email notification to designated Customer contact(s)
<b>Cisco ServiceGrid Support Portal</b>	
Ticket Management	24/7/365 at <a href="https://support.solvedirect.com">https://support.solvedirect.com</a>
Online Resources: Documentation	24/7/365 at <a href="https://support.solvedirect.com">https://support.solvedirect.com</a>
Availability and Performance Reports	24/7/365 at <a href="https://support.solvedirect.com">https://support.solvedirect.com</a>

## Support Portal & Online Documentation

The Offer provides login and access to a support Web interface located at the following Web address:

- <https://support.solvedirect.com>

Within the support Web interface, the Customer may track the logged service requests and has access to service level specific information including:

- incidents open/closed;
- customer service reports; and
- technical documentation including features and functions for the Offer.

## Software Platform Maintenance & Upgrades

Cisco performs necessary the Offer's software platform maintenance on a monthly basis and major product releases on a quarterly basis (normally every 3-4 months) as necessary.

Cisco will schedule required maintenance and provide Customers with the following notification via email:

- For Minor release or updates: 2 Business Days
- For Major release or updates: 10 Business Days

Major releases contain significant updates to features and functionality and/or bug fixes. Minor releases contain short-term necessary software improvements or hot-fixes.

Maintenance and new release updates for the Offer's software platform deployed on the public cloud are typically scheduled and executed afterhours on a weekend. Historically, minor release or updates result in an average 15 minutes of downtime. In contrast, major releases can take up to 4 hours but more typically take a few hours.

Major releases for the Offer's software platform deployed on the public cloud are typically scheduled on a Cisco fiscal quarter cadence (Oct, Jan, April, July). All release dates are estimates and subject to change with ten (10) days' notice for Major releases and two (2) days' notice for Minor releases.

For the Offer's software platform deployed in a private cloud model the maintenance and release updates are coordinated directly with Customer.

Regardless of the deployment model (public or private), Customer must provide Cisco with specific email accounts to be used for maintenance notifications.

The following is a general summary of the Offer's software platform maintenance notification procedures that Cisco follows:

- The maintenance window is announced in advance by email to the defined Customer notification email account with at least 2-business days' notice for minor releases and 10 business days' notice for major product release;
- The defined Customer contact is notified via email 30 minutes in advance of the start of the maintenance window; and
- Upon completion of maintenance, Customer is notified within 10 minutes via email.

## Operational Support for Request For Changes (RFCs)

After Cisco completes all Initial Fulfillment Activities as described in the Service Activation section of this Offer Description, the responsibility of maintaining Customer specific settings within the Offer platform is handed over to the Customer.

For Customer who builds its own B2B Connections and Workflows, additional operational support is sometimes requested. These types of support requests are treated as Severity 4 support issues as defined in the Customer Support section above. The Offer provides additional support for the following specific RFCs as part of standard Operations Support:

- **Copy Workflow system** - Copying the settings of one Workflow system into another Workflow system within one tenant or across two tenants;
- **Create new tenant** - Creating a new tenant or downloading and uploading a whole existing tenant with import of most data belonging to Customer such as setups and Workflow systems; and
- **Create new Full-Access Portal User with administrative privileges** - Setting permissions and adding the admin user to the needed organization(s). Checking the admin user if he/she is also added to the right queue.

## Limitations

The following are operational support limitations to the Offer in all theaters:

- Standard support for the Offer is only provided when an active subscription is in place. Any special support arrangements that fall outside of the standard support terms as described in this Offer Description will be specific to Customer's purchase contract and must be negotiated independently upon purchase of the Offer.
- Cisco has no obligation to continue to provide operational support if the Offer's software platform was not used as specified by Cisco specifications and Cisco reasonably believes that such use caused the error or another cause, within the Customer's control, caused the error or a defect in the Offer's software platform.
- Local language support: Designated Cisco personnel will be proficient in English and German and will deliver the Offer in either language per Customer needs. Any other language support will be handled in a custom (statement of work) arrangement, if needed.
- Onsite Customer visits: the Offer is delivered via remote Cisco support personnel and does not include any onsite Customer visits by these designated remote resources.

## Connection and Feature Testing Environment

- Cisco provides testing environment functionality for Customers to perform B2B connection tests as well as testing customization changes on their specific instance of the Offer. The Customer's settings (and limitations) for the Offer will be reflected in these testing environments.
- The public cloud test environment runs the same application release as the public cloud production system. The public cloud database will be updated during each major release (generally once per Cisco fiscal quarter).
- For those Customers with a private cloud instance of the Cisco ServiceGrid platform the testing environment, as well as the database, can be updated upon request by the contracted Customer.
- For all Cisco ServiceGrid deployment models (public or private), there is no committed availability and service level for this testing environment. Any testing connections that were set up will not be maintained after an implementation project has ended.

## Connection Monitoring

The Offer's software platform is actively monitored by Cisco (24x7x365). Operational disturbances are automatically detected and Cisco support operators are immediately notified.

An operational breakdown or system failure can be caused by a failure in the Offer's software platform, a failure caused by the breakdown in the communication to a Customer or one of its Ecosystem Trading Partners (i.e. Customer, vendor, service provider) or a breakdown at Cisco ServiceGrid Customer's system (or one of its Ecosystem Trading Partners). An operational breakdown is generally defined as:

- A failure of the Cisco ServiceGrid platform;
- The non-availability of a Customer's interface (e.g. messages cannot be sent to the Customer); or
- The non-availability of an Ecosystem Trading Partner interface (e.g. messages cannot be sent to the Ecosystem Trading Partner).

Cisco does not auto-detect or support the following operations failures:

- Problems at Customer side (e.g. messages cannot be sent to the Offer's software platform); or
- Problems at Ecosystem Trading Partner side (e.g. messages cannot be sent to the Offer's software platform).

In the aforementioned cases, a notification is sent to Customer and/or Ecosystem Trading Partner:

- In case of Severity 1 and 2 by email (24x7) or phone (M-F, 08:00-22:00 (UTC)); and
- In case of Severity 3 and 4 by email.

## Data Backups

### Data Base

For each production platform for the Offer in a data center, the following data base backups are executed automatically:

- Daily Data Base (file) backup from the Data Base Cluster to the platform Backup Cluster;
- Daily Data Base (file) backup from the platform Backup Cluster to a server in a remote location; and
- Continuously Data Base WAL (write ahead logs) backup from the Data Base Cluster to the platform Backup Cluster.

Data base backups are organized and stored with seven historical versions available on a rolling schedule.

### Configuration Files OS (Server)

For each production platform for the Offer in a data center, the following configuration file backups are executed automatically:

- Daily Configuration File backup from each server to Backup Cluster; and
- Daily Configuration File backup from Backup Cluster to a server in a remote location.

Configuration file backups are organized and stored with three historical versions available on a rolling schedule.

### Platform Availability

Cisco provides the Offer's software integration platform via SaaS with the defined service deliverables as described in this Offer Description. In addition, Cisco provides technical documentation on the latest features and functionality of the Offer's software platform. This technical documentation is available online at:

- <https://support.solvedirect.com>

The Offer's data, programs and applications are run on high-availability cluster systems. The availability target of the software application is 99.95%, which is measured on a 24x7x365 basis.

Interruptions caused by the infrastructure of the Customer, or Ecosystem Trading Partners, do not count against the Offer's software application availability service level. Availability is measured by regular requests of online services and B2B connection interfaces from several locations worldwide.

The Offer's software platform is regularly updated. This is done through new application releases (normally on a quarterly basis). Releases are normally set into operation during scheduled maintenance windows (see **Software Platform Maintenance and Upgrades** section).

Maintenance windows are announced in advance and limited to one maintenance window per month. Normally, maintenance windows are planned and executed afterhours on a weekend. Maintenance windows do not count against the availability service level.

New releases are announced well in advance. Release notes are published along with each new release.

Common data, e.g. code tables (country codes, time zones) or standard setups are maintained centrally by Cisco and can be accessed by all Customers.

The availability and performance of the Offer's software platform is permanently monitored and measured by Cisco. Customers can access specific data online on the Offer's support website including:

- Performance reports: 24 hours, 1 week, 6 months
- Availability reports: 12 months
- Load of application server and database server: 24 hours, 1 week, 6 month

### Security

The scope of the Offer's Security Policy includes:

- Defense of the hosted application and data against external attacks;
- Availability of functions and data;
- Secure communication of data between Customers, their Ecosystem Trading Partners, and Cisco;
- Access through Web functions and multi-tenant architecture; and
- Clear permission / role-based access policy.

Although Cisco does not warrant that the Offer's software application and its data will be free of vulnerability to intrusion or attack, Cisco does follow appropriate security practices to protect the Offer's software application and its data against external attacks and to avoid intrusion by segmentating into different network zones that are segregated by rigorous firewall policies.

The connection to the Offer is by means of encrypted connections and requires authentication. The table below describes the transport method, authentication and encryption method utilized.

Transport Method	Authentication	Encryption
Online via Web (Browser)	Authentication via Login and Password	HTTPS (SSL)
Transaction-based via SMTP (Mail)	Authentication via Mail account	TLS

Transaction-based via http POST	Authentication via Login, Password	HTTPS (SSL)
Transaction-based via SOAP	Authentication via Login, Password	HTTPS (SSL)
Transaction-based via SFTP	Authentication via Login, Password	SFTP

The Customer selects the password policy. The password policy contains rules for format, content and the duration of validity of passwords. The password policy is defined on a company level and is valid for all users of the company. The password policy includes:

- Minimum Password Length
- Maximum Password Length
- Maximum Number of wrong Password attempts
- Password History Length
- Minimum Password Change Interval in Hours
- Password Duration in Days
- Must Use Capitals
- Must Use Digits

## **Data**

In using the Offer, Portal Users will transmit Service Cases, which Service Cases may include Portal Users' names, job titles and contact information, as well as other information that may be considered sensitive (any such names, job titles, contact information or other sensitive information, "User Data"). This section (these "Data Terms") governs the manner in which each of Cisco and Customer will protect any User Data. Customer's right to use the Offer is conditioned on Customer's adherence to these Data Terms. In the event of a conflict between your Agreement, Cisco's Privacy Policy and/or these Data Terms, the following order of precedence applies to the subject matter of this Offer Description: (a) the Agreement, (b) these Data Terms, and (c) Cisco's Privacy Policy.

The Offer will collect User Data only in the course of use of the Offer and will not collect any information when a Portal User is not using the Offer. Unless otherwise agreed by the parties in writing, User Data will be hosted by Cisco and/or its authorized subcontractors.

For purposes of these Data Terms, "Privacy Laws" are defined as all applicable laws and regulations relating to privacy or the collection, use, storage and other forms of and processing of personal or consumer data, including where applicable guidance and codes of practice issued by any relevant supervisory authority.

Customer responsibilities:

- a) Customer has and will maintain a privacy policy that (i) is available via a link on the landing page of the Customer's website, and (ii) describes the collection and use of User Data generally, including as part of the Offer;
- b) Customer will, prior to the submission of User Data to Cisco, obtain consents from every Portal User as may be required and in such form as necessary to comply with applicable Privacy Laws.
- c) Customer will not use the Offer to collect information from children under the age of 13 and will not use the Offer to create information requests targeted at children under the age of 13.
- d) In the countries and territories in which Customer will use the Offer, Customer will comply with all applicable Privacy Laws. Customer acknowledges that Cisco is accessing and processing User Data at Customer's direction and on Customer's behalf.
- e) Other than as necessary to provide the Offer, Customer will not use the Offer for sharing of User Data with third parties without a Portal User's Consent.

Upon Cisco's request, Customer will confirm compliance with these requirements by providing Cisco with a copy of its privacy policy and with access to the user screens that Customer uses to notify users of its privacy practices and to obtain any consents to the collection and use of personal data.

Cisco responsibilities:

- a) Cisco will process User Data in accordance with the agreement, with Cisco's Privacy Policy, and in compliance with applicable law.
- b) Cisco will not use, disclose or otherwise process User Data other than (i) as reasonably necessary to provide the Offer, (ii) where instructed or permitted by Customer, (iii) to exercise or protect Cisco's legal rights, or (iv) as required by applicable law.
- c) Cisco will process User Data in compliance with all Privacy Laws that are directly applicable to Cisco.
- d) If Cisco uses a subcontractor for the provision of the Offer, such subcontractor will only process User Data subject to a written agreement that complies with applicable Privacy Laws with respect to Cisco's use of subcontractors for the processing of User Data.
- e) Cisco shall maintain procedures to detect and respond to an unauthorized acquisition of or a security breach ("Data Security Incident") affecting unencrypted User Data while such User Data is in its possession or control.



Cisco shall promptly notify the Customer of a Data Security Incident as soon as reasonably practicable after Cisco has become aware of it and taken necessary and appropriate steps to contain and determine the extent of the Data Security Incident. Cisco agrees to provide reasonable assistance to assist the Customer in further investigating any such incident, or in providing notice as required by applicable law.

Upon request by Customer in writing, Cisco will assist Customer (i) in complying with any User's exercise of rights under Privacy Laws with respect to User Data processed by Cisco as part of this Offer and (ii) in complying with any inquiry, notice or investigation of Customer's compliance with Privacy Laws, provided that Customer will reimburse Cisco for all reasonable costs arising from any such assistance with compliance.

Customer consents to Cisco using, disclosing or otherwise processing User Data:

- a) as reasonably necessary to provide the Offer (including sharing User Data with Customer's B2B Connections),
- b) to provide, maintain, and improve the Offering,
- c) to exercise or protect Cisco's legal rights,
- d) as permitted or instructed by Customer, and
- e) as required by applicable law.

Customer also consents to Cisco's use of User Data on an aggregated basis for analytics purposes and to Cisco's disclosure of the results of any such analysis ("Learned Data"), provided that User Data associated with specific Users is not disclosed as the Learned Data.

Customer acknowledges that Cisco is permitted to comply with all applicable laws to which it is subject, as determined in its sole discretion.

Customer will indemnify, hold harmless and defend Cisco, its affiliates, directors, employees and agents from and against, and reimburse Cisco and each of such parties with respect to, any losses, damages, claims, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) related to or arising out of (i) an actual or alleged violation by Customer of Privacy Laws or Customer's own privacy policies, (ii) an investigation by a government agency (such a consumer protection agency, industry regulator or data protection authority) into Customer's use of the Offer, (iii) breach of any duty owed by Customer to its Users, or (iv) any breach of any representation, warranty, covenant or agreement of Customer contained in or made pursuant to this Agreement.

Additional Terms applicable to transactions with Customer if Customer is in one of the Data Protection Countries only, where "Data Protection Countries" means the European Union member states, Norway, Iceland, Liechtenstein, Switzerland and other countries and territories that have adopted legislation substantially similar to EU Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data:

Customer acknowledges that Cisco will use the Offer to process User Data as a "data processor" for Customer as such term is used in the data protection legislation of the European Economic Area member states and, where applicable, equivalent legislation in other countries and territories ((or as a subprocessor where Customer acts as a processor of its own end user's data). Customer will be a "data controller" under the applicable data protection laws in relation to all data made available by it.

Customer consents to the transfer of User Data to Cisco and its subsidiaries in the United States provided that Cisco maintains its certification of compliance with Privacy Laws applicable to Customer with respect to transfers of personal data to countries that have not been deemed to have adequate protections for personal data.

If Cisco uses a subcontractor for the provision of the Offer, such subcontractor will only process User Data as Cisco's subprocessor.

With regard to any Data Security Incident, Customer, as the data controller, shall determine whether and when to notify any individuals or persons (including governmental authorities) regarding such Data Security Incident affecting User Data. Notwithstanding the foregoing, Cisco is permitted to comply with all applicable laws to which it is subject, as determined in its sole discretion.

Cisco acknowledges that the Customer may be subject to laws or regulations applicable to the Customer's business relating to data privacy, information security and export control (such as Gramm-Leach-Bliley Act, Health Insurance Portability and Accountability Act, Health Information Technology for Economic and Clinical Health (HITECH) Act, Fair Credit Reporting Act, or Office of Controller of Currency guidelines) (hereinafter "Customer Regulations"). The parties do not expect that Cisco will use or have access to the types of information covered under the Customer Regulations in a way that would require Cisco to become subject to Customer Regulations. While Cisco may not itself be subject to Customer Regulations, Cisco will, upon request, provide the Customer with commercially reasonable assistance and information necessary to enable the Customer to comply with the Customer's own obligations under any applicable Customer Regulations. The parties acknowledge that Cisco is not agreeing to become subject to any Customer Regulations as a result of this Offer Description (except where such regulations already apply to Cisco as a result of Cisco's own business).

## **Invoicing**

Once Cisco has received and accepted the Purchase Order, Cisco will complete the Initial Fulfillment Activities to activate the Offer for the Customer. Once these Initial Fulfillment Activities are completed the start date for the term will begin. This start date will trigger invoicing for all service elements included on the Purchase Order.

The invoicing schedule will be based on the Customer's preferred invoicing terms, as selected, for the term of the Offer subscription. Available invoicing options include: 100% upfront pre-paid, monthly in advance; quarterly in advance; or annual invoicing in advance. Annual invoicing is the default if no invoicing preference is selected at the time the order is processed. All invoices are net 30 payment terms.

## **Subscription Termination**

Upon termination of the Offer subscription, Cisco will de-provision the Customer from the Offer's software platform and disconnect all Customer systems and user access including any related systems and users of Customer's Ecosystem Trading Partner(s). This de-provisioning and deactivation may include any/all software related to the Offer residing on the Offer's platforms (including public cloud as well as private cloud deployment models).

## **Customer Responsibilities**

In addition to any other Customer obligations identified elsewhere in the Offer Description, the provision of the Offer also assumes that Customer shall comply with the following:

- By utilizing the Offer to design, test and deploy B2B Connections, Customer acknowledges, agrees and represents to Cisco that it has obtained consent from each participating Ecosystem Trading Partner that Cisco is authorized to receive or transmit Service Case information as applicable amongst the Customer and the disclosing Ecosystem Trading Partner.
- Prior to deploying a live B2B Connection, Customer shall:
  - Coordinate directly with Cisco to activate the live B2B Connection on the Offer's software platform; and
  - Inform and obtain consent from participating Ecosystem Trading Partner(s) to activate the live B2B Connection.
- Customer will be assigned a user ID and a password for the use of the Offer and Customer shall protect the access authorization against third-party access and shall immediately modify the same if a third party may have become aware thereof. Customer shall ensure the access authorization may be used only by the employee to whom it was assigned. Cisco shall not be liable if a third party uses or abuses the Offer with a user ID assigned to the Customer. The Customer shall indemnify and hold Cisco harmless in respect of any damage Cisco may incur as a result from such use or abuse.
- Customer shall not use any equipment, software or other data which may alter the Offer's software or affect the availability of the Offer.
- Customer must notify Cisco of any change to its system requirements in a timely manner before the commencement of the Offer subscription term and Customer is responsible for any delay and additional costs which arise due to any change in its system requirements.
- Customer shall make available to Cisco in a timely manner, and free of charge, any documents, information and equipment under its control that may be necessary for the provision of the Offer (such as test data, data for uploads, organizational structure) and shall procure in a timely manner any third party cooperation, documents or approvals required for provision of the Offer.
- Customer shall provide all necessary support in connection with the implementation and operation of the Offer, including granting Cisco employees access to necessary premises during regular business hours as may be required for the performance of the Offer and granting adequate access to the Customer's systems (hardware and software), and ensuring the cooperation of the Customer's employees as required. If any cooperation or document is not provided as requested, the delivery and performance dates will be postponed at least by the period caused by the delay and the Customer shall reimburse Cisco for any wasted or additional expenses caused thereby.
- Customer agrees not to resell the Offer or to create or offer derivative versions of the Offer either directly or through a third party.
- Customer assumes full responsibility to back-up and/or otherwise protect all data against loss, damage, or destruction. The Customer acknowledges that it has been advised to back-up and/or otherwise protect all data against loss, damage or destruction on a regular basis.

## **Supplemental Glossary of Terms for the Offer**

- **B2B Connection** connects an ITSM application or system to the Cisco ServiceGrid Core to enable the automation of a contracted process including data, attachments and status exchange transactions associated with a defined workflow.
- **B2B Connection Commitment** is a contractual commitment to subscribe to Cisco ServiceGrid SaaS for one or more B2B connections for a minimum of one year to receive up-front volume-based discounted pricing on B2B Connections.
- **Cisco ServiceGrid or the Offer** is an integration platform in the cloud that seamlessly connects Customers to enable real time multi-party support collaboration for key Workflow processes including but not limited to service request, incident, change and problem management.
- **Cisco ServiceGrid Core** is a standard component that provides a set of well-defined standard definitions to support service request, incident, change, and problem management Workflow processes. Each Customer and Ecosystem Trading Partner can leverage Cisco ServiceGrid Core to create standardized integration, Workflow and data mappings to other Ecosystem Trading Partners.
- **Data Enrichment** refers to various methods for enriching the data utilized and/or accessed for ITSM integrations and B2B connections. These Data Enrichment types include:
  - **Batch Data Enrichment:** Load and refresh data from 3rd party applications to support Workflow process integration requirements on a per data source basis.
  - **Real-Time Data Enrichment:** Make real-time, Workflow triggered calls to 3rd party applications or data stores to support Workflow process integration requirements on a per data source basis.
- **Ecosystem** consists of a Customer and at least one Ecosystem Trading Partner collaborating and managing ITSM Service Cases. The Offer enables Customers to create and manage two ecosystem types including:
  - **One-to-many** - Create, collaborate and manage support interactions between Customer and one or more Ecosystem Trading Partners.
  - **Many-to-many** - Create, collaborate and manage support interactions between Customer and multiple Ecosystem Trading Partners.
- **Ecosystem Trading Partner** is the general term for a Customer's business partner that has an active B2B Connection with the Customer that is enabled by the Offer. Ecosystem Trading Partners generally include:
  - **End customer** – has a direct business relationship with Cisco ServiceGrid Customer.
  - **Managed Service Provider** - has service contract with Cisco ServiceGrid Customer and possibly service relationships with other Service Providers and Vendors.
  - **Service Provider** - has service contract with Cisco ServiceGrid Customer and possibly service relationships with other Service Providers and Vendors.
  - **Vendor** - has service contract with Cisco ServiceGrid Customer and possibly service relationships with other Service Providers and Vendors.
- **End-to-End Connection** connects Customer and one Ecosystem Trading Partner to the Offer's software platform to enable the exchange of a Workflow process. The end-to-end connection is a virtual connection of two Workflows bounded together by the object contract within the Cisco ServiceGrid Core.
- **Information Technology Service Management (ITSM)** applications are typically used by Customer and Ecosystem Trading Partner(s) to execute and manage Service Cases (tickets) internally. Cisco ServiceGrid enables Customers to integrate and automate Workflow processes with Ecosystem Trading Partners by creating B2B connections between their ITSM application and the ITSM application of the Ecosystem Trading Partner(s).
- **Initial Connection** refers to the integration of Customer's ITSM application and one Ecosystem Trading Partner's ITSM application to Cisco ServiceGrid Core to enable the exchange of a Workflow process. This Initial Connection is, by default, a one-year SaaS subscription commitment.
- **Initial Fulfillment Activities** are a set of activities that Cisco will complete to activate the Offer for the Customer. These activities include setting up a Customer tenant on the Offer's integration platform, creating a Full-Access Portal User with administrative privileges, setting up a connection testing environment, setting up standard reporting features, and notifying Customer of the completion of these activities.
- **Logical Connection** is a provisioned Ecosystem Trading Partner connection that leverages a single multi-tenant connection to the Offer's software platform to support the exchange of multiple Ecosystem Trading Partners Service Cases (tickets) with either the Customer or another Ecosystem Trading Partner.
- **Portal Users** include:
  - **Full-Access Portal Users** having administrator level privileges on the Offer's support portal including the ability to set up and manage other Full-Access and Basic-Access user profiles for their organization.
  - **Basic-Access Portal Users** having basic read/write access privileges on the Offer's support portal generally used for service desk personnel accessing and editing content in Service Cases (tickets) for their organization.

- **Service Cases** are service requests, incidents, problems, change requests or other types of Workflow processes covered by the service agreement between Ecosystem Trading Partners. Ecosystem Trading Partners create Service Cases via their ITSM application that in turn creates and sends an initial transaction to the Offer's software platform to initiate a Service Case Workflow.
- **Transactions** are attributes of Cisco ServiceGrid Core and relate to the end-to-end lifecycle of Workflows. Cisco ServiceGrid Core standard Transactions include:
  - OPEN; OPEN\_INFO; ACKNOWLEDGE; REJECT; UPDATE; PROCESS; HOLD; SOLVE; ASSIGN\_PARTNER; CLOSE; CANCEL; ERROR
- **Workflows** - Service Cases are driven through a pre-defined set of Workflow tasks and transactions triggered through a series of updates made by Customer or Ecosystem Trading Partner. Each update and its data are stored in Cisco ServiceGrid database. Workflows are the basic method to manage Service Cases. Workflow Types include:
  - **Standard** – Four Cisco ServiceGrid Core standard Workflows (including service request, incident, change and problem management) and twelve Transactions (including open, open\_info, acknowledge, reject, update, process, hold, solve, assign\_partner, close, cancel, error) to quickly implement your multi-party Workflow process.
  - **Custom** - Custom integration Workflow built from scratch using Cisco ServiceGrid features and functions including Workflow designer and Workflow template library.
- **Workflow Elements** include:
  - **Status Codes** - The list of status codes
  - **Actions** – The actions leading from one status code to the successor status
  - **Code Tables** for Priority Codes, Urgency Codes, Impact Codes, Failure Types, Problem Types, Categories and Severity Codes
  - **Setups** - Detail and list setups for displaying and managing the Service Cases in the portal