



Service Description: Advanced Services – Fixed Price

Cisco Security Advisory Services: Microsoft Corporation’s (Microsoft) Supplier Security and Privacy Assurance Program Assessment

ASF-CORE-G-MSSPA

This document describes the fixed price Cisco Security Advisory Service for Microsoft Corporation’s (Microsoft) Supplier Security and Privacy Assurance Program Assessment.

Related Documents: This document should be read in conjunction with the following documents also posted at www.cisco.com/go/servicedescriptions/: (1) Glossary of Terms; (2) List of Services Not Covered. All capitalized terms in this description have the meaning ascribed to them in the Glossary of Terms.

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Microsoft Corporation’s (Microsoft) Supplier Security and Privacy Assurance Program Assessment

Service Summary

Cisco will perform an assessment of Customer’s security and privacy assurance controls in alignment to Microsoft Corporation’s (Microsoft) Supplier Security and Privacy Assurance Program requirements. The assessment will review Customer’s alignment to Microsoft Supplier Data Protection Requirements via documentation and evidence inspection as well as onsite interviews.

Cisco will provide a gap analysis report to Customer. If no material gaps exist, Cisco will also provide Microsoft’s required attestation letter. If material gaps are identified, Cisco will perform up to four (4) hours remediation validation up to thirty (30) days after the completion of the assessment and may provide the Microsoft attestation letter following revalidation.

Location of Services

Service will be delivered at one (1) onsite location.

Travel will be limited to no more than one (1) visit by Cisco of up to five (5) days total on-site at a single location

Pre-Assessment

Cisco Responsibilities

- Conduct a kick off call to introduce teams, discuss logistics and review expectations for the onsite assessment.
- Establish communication channels with Customer.
- Provide a meeting and document request list to Customer.
- Schedule the onsite assessment. Assessment includes one (1) onsite location. Additional locations may require additional charges.

- Review Customer provided documentation

Customer Responsibilities

- Identify a project sponsor with responsibility for completion of the project and with the authority to make decisions concerning execution of the project.
- Provide a Customer project manager to schedule stakeholder meetings and fulfill information requests.
- Ensure appropriate business and IT stakeholders participate with Cisco in review and acceptance of project deliverables.
- Work with Cisco to schedule onsite assessment.
- Provide Cisco with access to appropriate building access and badges, workspace, meeting space, telephone and LAN access for team members.
- Identify and secure attendance of key stakeholders for interviews.

Assessment and Analysis

Cisco Responsibilities

- Assess Customer controls according to Microsoft's Supplier Data Protection Requirement Assessment Criteria and as established between Cisco and Microsoft's Global Procurement Group.
- Prepare and provide a Supplier Data Protection Assessment Report identifying gaps to the Microsoft requirement.

Customer Responsibilities

- Provide access to requested documentation up to three (3) days prior to the onsite assessment.
- Unless otherwise agreed to by the parties, Customer shall respond within three (3) Business Days of Cisco's request for supplementary documentation or information requests.
- Provide Cisco with the proper security clearances and/or escorts as required to access Customer's facility.

Post-Assessment

Cisco Responsibilities

- Discuss assessment findings and convey recommendations for remediation activities as required with supplier.
- Within thirty (30) days following the delivery of the report, Cisco will provide up to four (4) hours of remediation validation to review the implementation of actions to close identified gaps.
- Provided Customer materially meets Microsoft's requirements or Customer has adequately remediated assessment findings, an unqualified attestation letter will be drafted and provided to the Customer for transmission to Microsoft.

- If, at the conclusion of thirty (30) days from Cisco's review of identified gaps, the Customer is found to be in material compliance with Microsoft's Supplier Data Protection Requirements, a qualified letter of attestation will be issued. The qualified letter will identify that the Customer has not fully implemented the requirements.
- Cisco will not disclose the results of the assessment directly to Microsoft without Customer's written permission.

Customer Responsibilities

- If remediation is required, perform such remediation, and notify Cisco of completion within thirty (30) days following delivery of the Supplier Data Protection Report.
- Communicate assessment results and attestation letter to Microsoft.
- Customer understands and acknowledges that Cisco does not guarantee an unqualified letter of attestation under this Service. Customer agrees to pay charges to Cisco regardless of assessment findings or outcomes.
- Customer understands and acknowledges that the assessment performed is adequately designed to assess alignment to Microsoft's Supplier Data Protection requirements and that the assessment is being conducted as a consulting engagement. The letter deliverable provided is designed to meet Microsoft's requirements and may not be used for other purposes or attestations.

General Customer Responsibilities

- Customer represents and warrants that they have sufficient authority and the rights necessary for Customer to provide and/or facilitate Cisco's access to information, data, networks, systems, and media in connection with these Services.
- For all Customer requests under this Service Description that Cisco possess, access, or analyze particular media, computers, computer networks, communications networks, or other systems and equipment, to the extent Customer provides or facilitates Cisco's access thereto, Customer represents, warrants and covenants that they have all necessary right, title, license, and authority to make such requests and grant such access, including all necessary permissions from third-party owners of licensed or shared resources.
- CUSTOMER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY LICENSES, PERMISSIONS, AND CLEARANCES FOR CISCO TO ACCESS RESOURCES THAT ARE HOSTED, OWNED BY, OR SHARED WITH A THIRD-PARTY.
- Customer is responsible for provisioning of necessary test access, environments, VPN connections, user accounts, administrative access, or other required technical assets.
- All information (such as but not limited to: designs, topologies, requirements) provided by Customer is assumed to be up-to-date and valid for the Customer's current environment. Cisco Services are based upon information provided to Cisco by Customer at the time of the Services.

- Customer acknowledges that the completion of Services is dependent upon Customer meeting its responsibilities as indicated herein.
- Customer will identify Customer's personnel and define their roles in the participation of the Services. Such personnel may include but is not limited to: architecture design and planning engineers, and network engineers.
- Customer will ensure Customer's personnel are available to participate during the course of the Services to provide information and to participate in scheduled information gathering sessions, interviews, meetings and conference calls.
- Customer expressly understands and agrees that support services provided by Cisco comprise technical advice, assistance and guidance only.
- Customer expressly understands and agrees that the Services shall take place and complete within ninety (90) calendar days from issuing a Purchase Order to Cisco for the Services herein and any unused hours will expire.
- Customer is solely responsible for determination and implementation of its network, design, business or other requirements and the implementation of any recommendations provided by Cisco. Cisco's recommendations are based upon Customer and Third Party information provided to Cisco. Cisco shall not be liable for the accuracy or completeness of any Customer or third party information contained in Cisco's recommendations.
- All documents will be provided in electronic form in the English language.
- All rights to Confidential Information of Customer or third party included in the Services or deliverables shall remain vested in Customer or third party. Ownership rights in Cisco's Confidential Information, proprietary software, or other copyrightable, proprietary, intellectual property, or trade secret content of Cisco included in the Services or deliverables, including in Document Deliverable regarding the Services created by Cisco (collectively, "Cisco Deliverables") shall remain vested with Cisco. Cisco grants Customer a perpetual and royalty-free license to use and modify such content, exclusively for Customer's internal business operations in connection with its use of the relevant deliverables. Customer shall not reproduce, distribute, publish or disclose Cisco Deliverables to any third party outside of this service without the written consent of Cisco, which will not be unreasonably withheld.
- Customer retains all responsibility for the security of Customer Technical Environment(s). Cisco shall have no responsibility for, or liability as a result of, any breach in security of Customer's or Third Party's Environment. Cisco cannot guarantee that Customer's security may or may not be vulnerable from any included, omitted or overlooked instances whether or not presented in the Services or Deliverables associated with this Service Description.
- Security assessment services will not definitively prove the absence of vulnerabilities or definitively prove compliance (only readiness).

Invoicing and Completion

Invoicing

Services will be invoiced upon completion of the Services.

Completion of Services

Cisco will provide written notification upon completion of the Services to Customer. The Customer shall within five (5) Business Days of receipt of such notification provide written acknowledgement of Cisco's completion of the Services. Customer's failure to acknowledge completion of the Services or to provide reasons for rejection of the Services within the five (5) Business Day period signifies Customer's acceptance of completion of the Services in accordance with this Service Description.

Assumptions and Exclusions