



Offer Description for Connected Mobile Experiences Cloud (CMX Cloud)

This document describes the Connected Mobile Experiences Cloud offering (“CMX Cloud”) sold by Cisco Systems, Inc. and Cisco Authorized Resellers.

Offer Description

Upon payment of the relevant charges, Cisco shall provide CMX Cloud and its associated support (together, the “Offering”) described in this document (the “Offer Description”). An Offer Description may also be referred to in some documents as a “Service Description” and the Offering may also be referred to in some documents as the “Services”.

Governing Agreement

This Offer Description is subject to the terms of the Cisco Universal Cloud Terms (or another Product, End User License, or Services Agreement agreed to between Customer and Cisco) referenced in the Order, including any applicable Supplemental End User License Agreement or other addenda associated with the Offering (the “Agreement”). If you purchased this Offering through a Cisco Authorized Reseller, this document is for informational purposes only except for Section 7, Data Privacy and its attachments, which the Cisco Authorized Reseller must flow to you, and you must agree to comply with, as a condition of sale. This document is not a contract between you and Cisco. The contract, if any, governing the provision of this Offering is the one between Customer and its Cisco Authorized Reseller. Such Cisco Authorized Reseller should provide this document to Customer, or Customer can obtain a copy of this and other Cisco service descriptions and offer descriptions at www.cisco.com/go/servicesdescriptions.

Order

An “Order” means a written or electronic order to Cisco for the Offering, to be provided by Cisco under the Agreement. Such Order will reference this Offer Description and the Agreement and will detail the quantity, type, pricing, and payment terms purchased by the Customer.

Order of Precedence

Customer will have the right to use the Offering for the term specified in the Order, subject to the conditions of the Agreement and this Offer Description. If there is a conflict between the Agreement and this Offer Description, this Offer Description will take priority over the Agreement; any conflicting conditions in the Order will take precedence over both.

Defined Terms

Unless otherwise defined in the body of this Offer Description, capitalized terms used in this Offer Description are defined in the Glossary of Terms attached as Exhibit A to the CMX Cloud offer description, or in the Agreement.

1. Introduction

This Offer Description describes the CMX Cloud offering provided by Cisco to Customer including offer specific terms and conditions.

2. CMX Cloud Overview

Connected Mobile Experiences (“CMX”) provides the capability to detect WiFi devices (the “Devices”), onboard the Devices on Customer’s WiFi network, and engage with visitors by delivering to the Devices custom content. CMX Cloud enables the rapid delivery of context-aware mobile experiences, location based services and analytics that exceed business and customer expectations. It integrates Cisco network infrastructure capabilities with enterprise and open cloud systems, creating out of the box capabilities that are intuitive and easy to use, helping wireless infrastructure deliver business outcomes.

Unless otherwise stated for a particular Cisco CMX Cloud package, Cisco CMX Cloud is consumed via a public cloud-based software platform as the standard model.

2.1. The Offering includes some or all of the following components (the “Components”) based on the specific package purchased by Customer:

- a. CMX Connect
- b. CMX Connect with Presence Analytics

3. Components and Packages

3.1. CMX Connect:

This business-to-consumer (B2C) guest access solution is designed for flexible, easy onboarding to the guest Wi-Fi network. It provides a location-aware captive portal, optimized for mobile devices. CMX Connect helps venue owners monetize their guest Wi-Fi networks.

The following capabilities are offered within CMX Connect, which also includes base CMX capabilities:

- Administration
 - **Easy to Use Portals:** CMX Connect lets Customers design/create splash page/content/experiences (“Portals”) for the locations that they have defined. Creating a captive portal is not only quick and easy with CMX Connect, but also simple to manage. Customers can make changes to the look and feel of the portal in real-time without interrupting the experience of end users.
 - **Users:** CMX Cloud provides support for users with different user roles who can perform different types of tasks. It also provides a user management section through which users and their permissions can be managed.
- Portal Features: The portals can be created and managed using the portals section in the library. Each portal is constructed using one or more components available in the portal editor.
- Analytics
 - Visitor search and exportable table containing visitor information
 - Visitor Reports:
 - Pages Served vs Pages Submitted
 - SMS Sent vs Authenticated
 - Languages Used
 - New and Repeated users
 - Network Usage

3.2. CMX Connect with Presence Analytics

Enhanced Connect

Location Based Experience: The CMX Connect dashboard provides an option for the IT Admin/Location Manager /Zone Manager to import infrastructure details (WiFi Access Points and their location) and create sites. Portals can be assigned on a per site basis.

Presence Analytics

Presence analytics provides analytics based on the proximity of the Devices to a WiFi Access Point. A collection of WiFi Access Points can be added together to form a site and analytics can be defined on a per-site basis. Presence analytics provides the following benefits:

- Location statistics to improve customer engagement and loyalty across sites.
- Insight into mobile behavior across locations and enables Customer to enhance Customer’s on-site customer experience, make better decisions about how to engage visitors, and optimize business strategies.
- Statistics on the number of first-time visitors vs. repeat visitors and number of Devices passing by vs. Devices spending time in the site.

It reports the following

- Passerby, Visitors & Connected Devices over time for a given time range.
- Distribution by connected state: Passerby vs. Visitors, Probing vs. Connected visitors.
- Dwell time distribution for a given time range.
- Device mix with different dwell times at any given time within a time period.
- Repeat visitors (at any given time or aggregate) by frequency of the visit within a time period.

4. CMX Cloud Connection to Cisco Cloud

- 4.1. CMX Cloud needs to connect to the on-premise Cisco Wireless Infrastructure. In order to provide a secure communication, a CMX Connector needs to be located on-premise. The CMX Connector software will be readily downloadable for use with the CMX Cloud at no charge. . Support is included as part of this Offering (see Section 5 below) and professional services are available through Cisco Advanced Services for an additional fee; however, it is the Customer’s sole responsibility to install any equipment and/or software necessary to run the Offering

5. Support Services Included in the Offering

- 5.1. This Section describes Cisco CMX Cloud support services, which are included with CMX Cloud (the “Services”, together with CMX Cloud, the “Offering”). These Services are not available for separate purchase.
- 5.2. Related Documents: This document should be read in conjunction with the following documents also posted at www.cisco.com/go/servicedescriptions : (1) the online Glossary of Terms; (2) List of Services Not Covered; and (3) Severity and Escalation Guidelines. All capitalized terms in this Section have the meaning ascribed to them in Exhibit A below, or the online Glossary of Terms; the definitions in Exhibit A below shall govern in the case of any conflicting definitions.
- 5.3. Direct Sale from Cisco: If you have purchased the Offering that include these Services directly from Cisco, this document is incorporated into your applicable master purchase agreement with Cisco. In the event of a conflict between this Offer Description and your applicable master purchase agreement, this Offer Description shall govern.
- 5.4. Sale via Cisco-Authorized Reseller. If you have purchased this Offering through a Cisco-Authorized Reseller, this document is for description purposes only; is not a contract between you and Cisco. The contract, if any, governing the provision of this Offering 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 service descriptions at www.cisco.com/go/servicedescriptions.
- 5.5. CMX Cloud Support
- Cisco Responsibilities:
 - Cisco Support team access 24 hours per day, 7 days per week to assist by telephone (1-877-330-9746), electronic mail (cmx-cloud-support@external.cisco.com), or the internet (support.cmxcloud.com) with CMX Cloud use, configuration and troubleshooting issues. Cisco will respond within one (1) hour for all support requests received for Severity 1 and 2 issues. Cisco will respond within twenty-four (24) hours for all support requests received for Severity 3 and 4 issues. Manage problems according to the Cisco Severity and Escalation Guidelines.
 - Access to Cisco.com. This system provides 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 may apply.
 - Work-around solutions or patches to reported CMX Cloud problems will be provided using reasonable commercial efforts. An advantage of the CMX Cloud is that any patches or Maintenance Releases/updates for CMX Cloud users experiencing a problem in their subscription will be implemented automatically with little or no action on the Customer's part.
 - Minor and Maintenance Releases/Updates. All paying Customers will receive updates corresponding to the CMX Cloud package to which they subscribe (“Updates”). Such Updates are limited to CMX Cloud Components that have been validly licensed and paid for and that are covered under a current Term Subscription contract and whose account is in good standing order. Cisco may also release additional features or complementary services that are not included in the subscription and are available at an additional charge. Cisco may from time to time discontinue or remove some features that are deemed as depreciated or have low customer adoption. Applicable supporting Documentation for the latest production version, if available, is on Cisco.com and is limited to only the current production instance of CMX Cloud.
 - Customer Responsibilities:
 - Provide a severity level as described in the Cisco Severity and Escalation Guidelines. (http://www.cisco.com/web/about/doing_business/legal/service_descriptions/docs/Cisco_Severity_and_Escalation_Guidelines.pdf) for all interactions the Customer has with CMX Cloud Support.
 - Grant Cisco reasonable access to the Product and Data and systems passwords so that problems may be diagnosed and, where possible, corrected remotely.
 - Provide thirty (30) days notice to Cisco of any requested addition(s) to Your Equipment List that may impact or require configuration changes to Offering.
 - Provide valid and applicable serial numbers for all Product problems and issues reported to Cisco or where Customer is seeking information from Cisco in connection with the Product use. Cisco may also require Customer to provide additional information in the form of location of the Product, city location details and zip code information.
 - Pay all engineering time, travel, and out-of-pocket expenses if Subscriber request performance of onsite services or services outside the scope of service options described in this document.
 - Provide any Hardware required to perform fault isolation.
 - Make all reasonable efforts to isolate the Offering's problem prior to requesting support from Cisco.
 - Acquire, install configure and provide technical support for all:
 - Third-party Products, including upgrades required by Cisco or related services; and
 - Network infrastructure, including, but not limited to, local and wide-area data Networks and equipment required by Cisco for operation of the Offering.

6. [Reserved]

7. Data Privacy

This Section contains the terms under which each of Cisco and the Customer will protect data, including personal data, and forms an integral part of the Agreement between Customer and Cisco. Customer's adherence to this Section is a prerequisite for using the Offering. In the event of a contradiction between the Agreement, Cisco's Privacy Statement (http://www.cisco.com/web/siteassets/legal/privacy_full.html) and/or this Section, this Section prevails for the subject matter indicated herein.

1. Cisco CMX Cloud will collect information identifying a Device and its location and certain information provided by a User through a portal that is created with the CMX Cloud Connect Component ("Captive Portal") created by Customer using CMX Cloud ("User Data"). The types of User Data that may be collected by Cisco CMX Cloud is set out on Attachment 1 to this Data Privacy Section, directly following this Section.

- a) Cisco CMX Cloud will create a profile of a User by associating the User Data with device MAC address ("User Profile").
- b) Prior to a User logging into a Captive Portal, Cisco CMX Cloud will only collect Device identifiers (MAC addresses) and location information.
- c) While a User is logged into a Captive Portal, Cisco CMX Cloud will collect information submitted by the User through the Captive Portal (subject to Customer's compliance with the requirements of Section 4 below).

2. Information about Users provided by third parties and other sources may be added to User Profiles as Customer and Cisco may mutually agree.

- a) With the mutual agreement of Customer and Cisco, social profile information about Users who log into a Captive Portal using a social login ID will be added to the User Profile. Cisco may require Customer to license such social profile information directly from a social network or other third party.
- b) Customer may request that Cisco add to the User Profiles information about Users that has been collected by Customer. Cisco will not be required to host User information, the processing of which Cisco believes in its sole discretion does not comply with Section 4 or that may not be processed or stored by Cisco in compliance with applicable Privacy Laws.
- c) Cisco makes no representations or warranties to Customer with respect to any social profile information or information from other sources.

3. Customer may use Cisco CMX Cloud for the following purposes:

- a) Personalization for visitors, including in-venue guidance and product/service finder;
- b) Analytics and business intelligence for Customer;
- c) Marketing by Customer on Customer's behalf, including proximity-based offers; and
- d) Marketing by Customer on behalf of third parties who provide goods or services in a Customer Site.

4. Customer represents and warrants that:

- 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, if required by applicable Privacy Laws, the sign-in prompt on their device as described in Attachment 2 to this Data Privacy Section, (ii) describes the collection and use of Customer Data under this Agreement, and (iii) discloses that Customer may track visitors using mobile device wireless information such as MAC address but such information will not be associated with a visitor's personal information without the visitor's consent.
- b) Prior to collecting any personal information through a Captive Portal, Customer will obtain consents from a User in accordance with the CMX Cloud User Experience Guidelines and otherwise as may be required and in such form as necessary to comply with applicable Privacy Laws. The User Experience Guidelines are set out in Attachment 2 to this Data Privacy Section, directly following this Section.
- c) Customer will not use Cisco CMX Cloud to collect information from children under the age of 13 and will not use Cisco CMX Cloud to create portals or apps that are targeting children under the age of 13.
- d) In the countries and territories in which Customer will use the Offering, Customer will comply with all applicable Privacy Laws.
- e) Unless otherwise agreed by Cisco in writing, Customer will only use Cisco CMX Cloud as provided in Section 3 above.
- f) Notwithstanding the foregoing, Customer will not use Cisco CMX Cloud for (i) delivery of third-party marketing offers that are unrelated to the Customer or a Customer Site, (ii) sharing of User Data with third parties without a User's Consent or (iii) real-time tracking of the location of Users, such as mapping individual User's location, that is unrelated to Customer's marketing or advertising to User or to otherwise enhancing User's customer experience.

5. In order to review Customer's compliance with this Section, at Cisco's request Customer will provide 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 obtain any consents to the collection and use of personal data.

6. Cisco represents and warrants that Cisco will process User Data in accordance with this Agreement and Cisco's Privacy Statement and in compliance with applicable law.

7. Customer consents to Cisco using, disclosing or otherwise processing User Data as reasonably necessary to operate Cisco CMX Cloud and to provide the Offering (including sharing with suppliers Content and Submission Data necessary for such suppliers to provide CMX Cloud or portions thereof to Customer, and including its suppliers collecting and using aggregate usage data that they may acquire in the ordinary course of providing all or part of the Offering, and use such data to provide, maintain, and improve the Offering), to exercise or protect Cisco's legal rights, and as required by applicable law. Cisco may use User Data on an aggregated basis for analytical purposes and disclose the results of the analysis provided that no User Data associated with specific Users is disclosed.

8. If Cisco uses a subcontractor for the provision of the Offering or the operation of CMX Cloud, 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.

9. Customer agrees to 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 privacy policies, (ii) an investigation by a government agency (such as a consumer protection agency, industry regulator or data protection authority) into Customer's use of the Offering, (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.

10. "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.

11. In the event that legislation, governmental regulations, judicial or administrative bodies' decision, or an industry self-regulatory guideline (collectively, "Restrictions") limit or prohibit the use of the Offering or Cisco CMX Cloud or collection or use of any User Data, or if, in a party's counsel's reasonable judgment, use of the Offering, Cisco CMX Cloud or User Data would violate any such Restrictions, or would be materially more risky than as of the Effective Date, for reasons such as an investigation by a government agency such as a data protection or consumer protection agency, either party may suspend the use of the Offering or the collection and use of User Data or terminate this Agreement and the Customer shall discontinue using the Offering and the User Data from Cisco CMX Cloud.

12. Additional Terms applicable to transactions with Customers in 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:

a) The following representations and warranties will apply:

1. Cisco will not use, disclose or otherwise process User Data other than (i) as reasonably necessary to operate Cisco CMX Cloud and to provide the Offering, (ii) where instructed or permitted by Customer, (iii) to exercise or protect Cisco's legal rights or (iv) as required by applicable law.

2. Cisco will process User Data in compliance with all Privacy Laws that are directly applicable to Cisco.

3. Cisco will implement and maintain appropriate technical and organization measures intended to protect User Data against accidental loss, destruction or alteration, unauthorized disclosure or access, or unlawful destruction.

4. Cisco will cooperate as requested by Customer in writing to enable Customer to comply with any exercise of rights by a data subject under Privacy Laws with respect to User Data processed by Cisco under this Agreement and to comply with any inquiry, notice or investigation of Customer's compliance with Privacy Laws, provided that Customer will reimburse Cisco for the costs arising from this assistance.

b) Section 7 is deleted and replaced with the following:

7. Cisco may use User Data on an aggregated basis for analytical purposes and disclose the results of the analysis provided that no User Data associated with specific Users is disclosed.

c) Sections 7A and 7B are added as follows:

7A. Customer acknowledges that Cisco will use Cisco CMX Cloud 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 Sub-processor where Customer acts as a processor of its own customer's Customer Data). Customer will be a "data controller" under the applicable data protection laws.

7B. Customer consents to the transfer of User Data to Cisco and its subsidiaries in the United States provided that Cisco complies with measures required under 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.

d) Section 8 shall be amended so that if Cisco uses a subcontractor for the provision of the Offering or the operation of CMX Cloud, such subcontractor will only process User Data as Cisco's sub-processor, and otherwise as set forth in Section 8.

**Attachment 1 to Data Privacy Section
CMX CloudUser Data Collected**

Information Gathered Prior to End User Terms of Use Acceptance

Field Name	Source
First Time Detected	Assigned from CMX Cloud
Created Date	Assigned from CMX Cloud
MAC Address	Pulled from Device

Information Gathered After End User Terms of Use Acceptance

Field Name	Source
Email	Provided by User
First name	Provided by User
Last name	Provided by User
Created Date	Assigned from CMX Cloud
Last Modified Date	Assigned from CMX Cloud
Social Networks (List of social networks the user is associated with)	Provided by User
Gender	Provided by User
Age	Provided by User
Facebook ID	Provided by User
Instagram ID	Provided by User
Foursquare ID	Provided by User
Cookie	Pulled from Device

Notes:

1. Not all stated above attributes are always stored for every subscriber entry created. The fields stored are highly conditional on how the solution is implemented: captive portal user, type of authentication implemented.

Attachment 2 to the Data Privacy Section
CMX Cloud
User Experience Guidelines

A. European Economic Area; Switzerland, and Other Data Protection Countries

An end-user must receive a sign-in prompt on their device in order to use the wi-fi access network. The prompt must meet the requirements described in these Guidelines.

1. The prompt will require end-user to agree to the Privacy Policy and the Terms of Use for the Internet access service by means of either:
 - a button that says “click to accept the privacy policy and terms of use for wi-fi access”, or
 - unchecked check-box that says “I accept the privacy policy and terms of use for wi-fi access”
2. The prompt must include an active link to the Privacy Policy and Terms of Use.
3. The prompt must include the statement that:

Location information from your device will used to [personalize your experience at the venue, give directions within the venue, provide special offers while you are here and analyze how we can serve you better]. See privacy policy for more information.

B. United States, and All Other Countries Not Covered by (A) Above

An end-user must receive a sign-in prompt on their device in order to use the wi-fi access network. The prompt must meet the requirements described in these Guidelines.

1. The prompt will require end-user to agree to the Privacy Policy and the Terms of Use for the Internet access service by means of either:
 - a button that says “click to accept the privacy policy and terms of use for wi-fi access”, or
 - unchecked check-box that says “I accept the privacy policy and terms of use for wi-fi access”
2. The prompt must include an active link to the Privacy Policy and Terms of Use.

EXHIBIT A

GLOSSARY OF TERMS

The following definitions will apply to this Offer Description and to the Offering. Any other definitions will be as provided in the remainder of this Offer Description. If there is a conflict between the definitions contained in this Offer Description and this Agreement, the definitions in this Offer Description will prevail.

Term	Definition
Agreement	See definition in the introduction to this Offer Description
Business Day	The days of operation per week within the relevant region where the Offering shall be provided, excluding local holidays as observed by Cisco.
Captive Portal	See Section 7.1 (Data Privacy)
Advanced Services	See Glossary of Terms from Cisco.com; at www.cisco.com/go/servicedescriptions
Cisco-Authorized Reseller	Means a Cisco authorized reseller
CMX	See Section 2 (CMX Cloud Overview)
CMX Cloud	See definition in Preamble Section
Content	See Glossary of Cisco Universal Cloud Terms
Customer	The legal entity or individual purchasing the Offering under this Offer Description and associated Cisco Universal Cloud Terms
Customer Site	A physical location owned or operated by Customer, such as a Customer store location (for a retail customer), or Customer hotel or stadium (for a hospitality or sports customer)
Customer Data	Means network data, including but not limited to MAC address, IP address, location information and device type, which Cisco processes in the course of making the Offering available to Customer.
Data Protection Countries	See Section 7.12 (Data Privacy)
Device	See Section 2 (CMX Cloud Overview)
Documentation	See Glossary of Cisco Universal Cloud Terms
Emergency Maintenance	Means an unplanned and/or unscheduled period of time during which Cisco or its suppliers perform maintenance.
Guidelines	See Attachment 2 to Section 7 (Data Privacy)
Maintenance Releases	See Glossary of Terms from Cisco.com; at www.cisco.com/go/servicedescriptions
Offer Description	See definition in the introduction to this Offer Description
Offering	See definition in the introduction to this Offer Description
Order	See definition in the introduction to this Offer Description
Personal Data	Means Customer Data related to a person that is identified or identifiable, as defined in the Directive 95/46/EC of the European Parliament of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of data, or any replacement legislation.
Portals	See Section 3.1 of this Offer Description
Privacy Laws	See Section 7.10 (Data Privacy)
Products	See Glossary of Terms from Cisco.com; at www.cisco.com/go/servicedescriptions
Restrictions	See Section 7.11 (Data Privacy)
Scheduled Down Time	Means an unanticipated period of service outage during a period of Scheduled Maintenance
Scheduled Maintenance	Means a planned, defined and scheduled period of time during which Cisco or its suppliers perform routine maintenance on an Offering
Services	See Section 5.1 of this Offer Description

Term	Definition
Services Not Covered	See Section 5.2 of this Offer Description
Severity and Escalation Guidelines	See Section 5.2 of this Offer Description
Submission Data	See Glossary of Cisco Universal Cloud Terms
Standard Business Hours	See Glossary of Terms from Cisco.com; at www.cisco.com/go/servicedescriptions
Sub-processor	Means any sub-contractor that processes Personal Data on behalf of Customer. References to the Agreement will be construed as including this Data Protection Annex
Updates	See Section 5.5 of this Offer Description
User	See Glossary of Cisco Universal Cloud Terms
User Data	See Section 7.1 (Data Privacy)
User Profile	See Section 7.1a (Data Privacy)