



Cisco Network Data Collection Tools Supplement

If you ("you" or "Customer") have purchased a service utilizing Network Data Collection Tools (either software based or software installed in hardware) directly from Cisco, this document is incorporated into your Master Services Agreement ("MSA") or other applicable written agreement related to Cisco's provision of services to you. All capitalized terms not defined in the Supplemental Glossary of Terms at the end of this document have the meanings ascribed in the MSA or other applicable written agreement.

If you have purchased a service utilizing Network Data Collection Tools through a Cisco authorized reseller, you accept either i) the terms of Cisco's Universal Cloud Services Agreement located here: <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/universal-cloud-agreement.html>, in the event you use Data Collection Tools in the delivery of cloud or Software as a Service ("SaaS") offers from Cisco; or ii) Cisco's Standard Terms of Sale for the applicable country as shown here: <http://www.cisco.com/c/en/us/about/legal/terms-sale-software-license-agreement.html>, in the event you use the Data Collection Tools in the delivery of Services, unless terms and conditions substantially similar are otherwise incorporated into your arrangement with the Cisco authorized reseller.

Summary of Data Collected

- Network Information is typically collected through use of Network Data Collection Tools and the collected information is hosted by Cisco at its data centers, primarily in Richardson, Texas. The Network Information may be collected via various methods, including but not limited to Cisco's Common Services Platform Collector (CSPC) software, approved third party network collectors or from files the Customer uploads directly to Cisco.
- A Customer's Network Information shall be retained in accordance with Cisco's Data Retention Policy.

Collection and Use of Information

- Upon installation in Customer's network, Data Collection Tools will immediately begin communicating to devices within the network via secure encryption where applicable to enable Cisco to discover information about the Cisco devices and software within Customer's network, and such collections will continue until such time as the of Data Collection Tools have been uninstalled or collection features disabled. Upon termination of the Service, or in the event the Data Collection Tools have been uninstalled prior to termination of the Service, Customer must return the Data Collection Tools to Cisco.
- The Network Information collected will be used by Cisco for a variety of purposes, including but not limited to: support of the Service itself (e.g., bug handling, production issues, development and testing); support for Customers using the Service (e.g., collector support, customer originating defects, customer use of the portal); and delivery of the requested information from the Service (e.g., data displayed on the portal or other reporting). However, Network Information is also shared to support the delivery and improvement of other Cisco Services purchased by Customers. Any Network Information shared within Cisco is shared in accordance with our Customer Data Protection Policy; as a result, only Cisco personnel and sub-contractors serving critical and Customer-required functions related to the Services will have access to Network Information.
- Customer may elect to disable the collection features of the Data Collection Tool, or uninstall the Data Collection Tool at any time. By performing either of these actions, however, Customer understands that Cisco will be unable to provide certain elements of the Service, and Cisco will not be responsible for performance of any obligations of the Service associated with the Data Collection Tools. Consequently,

the level of service delivery the Customer will receive will be related to the support deliverables of the Service only, with no software-enabled capabilities to provide insights under the Service.

- Through its use of Data Collection Tools, Customer hereby grants to Cisco a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, monetize, perform and display such Network Information in connection with providing Services, improving Services or developing new Services.
- In addition, Cisco may freely use the Network Information as long as it is in a form that does not personally identify any of Customer's end users. In any event, Cisco will comply at all times with applicable laws related to the collection and use of all Network Information and will use reasonable physical, technical, and procedural means to protect the Network Information in accordance with Cisco's Privacy Policy found here: http://www.cisco.com/web/siteassets/legal/privacy_full.html.
- Cisco will use and store Network Information to provide proactive, reactive and possibly pre-emptive support services to Customer. Among other things, Cisco may use Network Information to determine if equipment is covered by Cisco support service agreements; to help Cisco understand Customer network configuration(s) and product and development needs; and to provide proactive, reactive and pre-emptive support services to Customer. Network Information that cannot be attributable to Customer may be used for commercial and business purposes, as Cisco deems appropriate.

Customer Data Protection and Privacy

- Cisco will generally use Network Information, as specified above, as well as for any specific uses defined in an applicable Services Description (and to the extent that Network Information contains any Personal Data in accordance with Cisco's Privacy Statement found at http://www.cisco.com/web/siteassets/legal/privacy_full.html, which is incorporated into this Supplement by reference).
- By using a Service with Data Collection Tools deployed, Customer agrees that Cisco may collect, use, store and process Network Information (including outside the country or territory where Customer is located), and transfer such Network Information to any of Cisco's affiliates and/or authorized subcontractors or agents worldwide for their use and processing, as described in this Supplement and the Cisco Privacy Statement. In absence of Customer's execution of a Data Protection Agreement (DPA) with Cisco, Customer is responsible for obtaining consent from its users to such processing and transfer of Network Information (to the extent that Network Information may contain Personal Data).
- Cisco will collect IP addresses of Customer's network devices as part of the Network Information collected via the Network Data Collection Tools. For purposes of analytics, Cisco collects a limited set of usage statistics and performance data from the Network Information. Cisco gathers this set of usage statistics without identifying end users, analyses them only after the data is aggregated, and uses them to improve the Services' performance and usage.

Supplemental Glossary of Terms for Network Data Collection Tools

Network Data Collection Tools means the software or software installed on hardware, such as CSPP software installed Cisco supplied hardware or installed on customer's own hardware or or a network profiling software tool, used for the purposes of collecting information relating to installed Cisco device configuration and inventory. Data Collection Tools are deployed by Cisco, Customer or Cisco authorized reseller, depending on the type of Service purchased, in order to collect Network Information and Analytics Based Information to more effectively deliver value to Customers.

Network Information means the information about Customer's network that is collected, stored and analyzed in connection with the Service and may include, without limitation, the following information: configurations (including running configurations and startup configurations), product identification numbers, serial numbers, host names, equipment locations, IP address, system contacts, equipment models, feature sets, software versions, hardware versions, installed memory, installed flash, boot versions, chassis series, exceptions to such information (e.g., duplicate host name, duplicate IP address, device running interim release image), slot IDs, card types, card families, firmware versions, device login information, device credentials and other network and inventory information as deemed appropriate by Cisco.

Service means any maintenance, professional, advisory or managed services, or technical support and any other service performed or to be performed by Cisco.