

## Terms of Use

# Cisco Customer Experience Cloud (CX Cloud)

These Terms of Use are part of the <u>General Terms</u> or similar terms existing between You and Cisco (including the End User License Agreement) (the "**Agreement**"). Capitalized terms, unless defined in this document, have the meaning in the Agreement. References to the Software End User License Agreement or SEULA in the Agreement mean Terms of Use.

### 1. Summary

Cisco Customer Experience Cloud ("**CX Cloud**") is a web-based portal designed to be used by Cisco customers in support of one or more Cisco products and services ("**Supported Offers**"). In addition to the General Terms and these Terms of Use, the Supported Offers' terms and conditions continue to apply, including the terms and conditions found in any applicable <u>Service Description</u> or <u>Offer Description</u>.

#### 2. Use of CX Cloud

- 2.1 Administrative Accounts. Cisco will make available one or more administrative accounts to you in CX Cloud. Users assigned administrative accounts are referred to as "Super Administrators". You authorize your Super Administrators to perform CX Cloud administrative responsibilities including, without limitation, determining whether to import or keep your data in CX Cloud, and granting, denying or limiting your users' access to CX Cloud and granting, deny or limit access to CX Cloud data to your Authorized Channel partners. You must ensure that the Super Administrators are employed by you and are appropriately qualified to act in this capacity on your behalf. You may change your Super Administrator at any time. You must not permit anyone other than your designated Super Administrators to perform any administrative activities of any kind on the CX Cloud (such as, for example, anyone acting for and on behalf of an Authorized Channel Partner). If a Super Administrator does not activate or use their account within a reasonable time period, Cisco may assign a Super Administrator on your behalf. Cisco may assign access to CX Cloud data on your behalf to our personnel, but only to the extent reasonably necessary to provide you with CX Cloud or associated services. You authorize and designate Super Administrators to receive notifications related to CX Cloud on your behalf, including without limitation, notifications related to vulnerabilities and data breaches.
- 2.2 Sources of Information. CX Cloud may include data gathered from other Cisco Products and Services you use to help provide you with an in-depth view of your networks and systems. This information may include System Information gathered from Data Collection Tools that you may have operating as part of a Cisco CX Service. Please see the Service Descriptions for your CX Services and the CX Cloud Privacy Data Sheet for more information.
- 2.3 Third Party Content. From within CX Cloud, you may choose to access certain content made available to you by third parties ("Third-Party Content"). For example, if you purchased certain CX Services, such as Success Tracks or Business Critical Services, your Authorized Channel partner may provide you with its own "Ask-the-Expert" and "Accelerator" content. If you choose to access Third-Party Content, your use

of that Third-Party Content will be governed by terms between you and the third party and any questions about those terms and Third-Party Content should be addressed directly to the Third-Party Content provider. Cisco does not warrant the availability, accuracy, reliability, completeness, usefulness, non-infringement, or quality of any Third-Party Content and hereby disclaims all express and implied warranties, including any implied warranties of merchantability or fitness for a particular purpose, relating to the Third-Party Content. The Third-Party Content provider retains all right, title and interest it may have in the Third-Party Content, including all copyright and other intellectual property rights.

- 2.4 Product APIs. Cisco may provide you a limited license to use an Application Programing Interface with CX Cloud ("Product API"). By accessing, downloading, copying, distributing, calling, or otherwise making any use of the Product API, you accept and agree to be bound by the <u>Cisco API License</u> with respect to the Product API.
- 2.5 Other Cisco Platforms. The Product may provide you with the ability to access other Cisco platforms, dashboards and portals ("Platforms"). These Platforms will be considered separate Supported Offers for purposes of these Supplemental Terms. Each user must separately have access rights assigned to these Platforms in order to access these Platforms.

#### 3. Data Protection

**Privacy Data Sheet**. The <u>Customer Experience (CX) Privacy Data Sheet</u> describes the Personal Data that Cisco collects and processes as part of delivering the Product.

#### 4. Special Terms

- 4.1 **Changes to the Product**. We may enhance or change CX Cloud features at our discretion as long as we do not materially reduce your access (either in CX Cloud or elsewhere) to the core functionality we are obligated to provide as part of your Supported Offers.
- 4.2 Recommendations. CX Cloud may contain guidance, training, recommendations or advice (collectively, "Recommendations"), which we provide based on Cisco and industry practices as well as the information you provide to Cisco. You remain responsible for determining (i) the suitability of the Recommendations for your business, network design, regulatory compliance, security requirements, privacy and other requirements, and (ii) whether the Recommendations comply with laws applicable to your business. When making any changes based on the Recommendations, we strongly recommend you take the necessary steps to protect your network environment, including data back-ups or, if applicable, testing in a non-production environment.
- 4.3 Disclaimer. Except as expressly set forth as part of an Agreement with Cisco for the purchase and use of supported offerings, Cisco provides CX Cloud to you on an "AS-IS" basis without any warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.