



## Offer Description – Product

# Cisco Catalyst SD-WAN

This Offer Description is part of the [General Terms](#) or similar terms existing between You and Cisco (e.g., the End User License Agreement) (the “**Agreement**”). Capitalized terms, unless defined in this document, have the meaning in the Agreement. Any references to the Supplemental End User License Agreement or SEULA mean Offer Description.

### 1. Summary

Cisco Catalyst SD-WAN is a software defined wide area network (SD-WAN) offering that allows You to (a) orchestrate network policies and manage Your network from a centralized console (using the Product or the Software), and (b) segregate the management, control, and orchestration layers from the device transport layer. This allows You to perform network policy, control, and orchestration across Your entire network of compatible Cisco routers (hardware or virtual) (“**Customer Devices**”) in a secure and extensible manner. Cisco Catalyst SD-WAN may be hosted in Cisco’s cloud environment (a “**Cloud Service**” as defined in the General Terms) or deployed on-premises at Your data center (collectively, the “**Product**”). You can choose from multiple subscription options (e.g., Cisco DNA Essentials, Cisco DNA Advantage, and Cisco DNA Premier) depending on the type of functionality You want.

### 2. Support and Other Services

2.1 Your purchase of the Product includes Embedded [Cisco Software Support Services](#).

2.2 **Integrated Cisco Products.** Depending on Your DNA subscription tier, the Product may include limited access to Cisco Umbrella SIG Essentials, Secure Endpoint, Secure Malware Analytics, and ThousandEyes WAN Insights (available as SD-WAN Predictive Path Recommendations). The Offer Descriptions for these products are found [here](#).

2.3 **High Availability (HA) DNA Licenses.** HA DNA licenses are optional companion licenses to a standard Cisco Catalyst SD-WAN DNA license and may only be used for: (a) a standby Customer Device when the primary Customer Device that it backs up fails (e.g., network outage) or (b) load balancing whereby network traffic is distributed between the primary Customer Device and the load balancing secondary Customer Device to prevent any single Customer Device from becoming overloaded. Your use of the HA DNA licenses is subject to the following: (1) Customer Devices running the standard DNA license and the HA DNA license must be physically located in the same site and the number of HA DNA licenses must not exceed the number of standard DNA licenses, (2) the total, combined bandwidth traffic of the paired Customer Devices running the standard DNA license and the HA DNA license must not exceed the standard DNA license bandwidth entitlement, and (3) at the same site the paired HA DNA license and the standard DNA license must belong to the same product family (e.g., ISR1100-6G and ISR11006G, not ISR1100-6G and ISR4331).

2.4 **Cloud Controller Subscription.** The Product features that are part of the Your DNA subscription for Customer Devices are SD-WAN-controller dependent. Therefore, if you fail to renew Your DNA subscription for the Cisco cloud-hosted controllers, it may impact the functionality of the Product features.

### 3. Performance Standards

**Service Level Agreement.** The Cloud Service is subject to the Service Level Agreement (“SLA”) attached to this Offer Description.

### 4. Data Protection

**Privacy Data Sheet.** The [Cisco Catalyst SD-WAN Privacy Data Sheet](#) describes the Personal Data that Cisco collects and processes as part of delivering the Cloud Service.

### 5. Special Terms

- 5.1 **Geographic Restrictions.** In addition to restrictions contained in the Agreement, the Cloud Service, including Cisco Catalyst SD-WAN Analytics and ThousandEyes WAN Insights, and the integrated Cisco security features (i.e., Cisco Umbrella SIG, Secure End Point and Malware Analytics) are not available for customers mainly based or headquartered in mainland China, and You will not use the Cloud Service and such features in those jurisdictions.
- 5.2 **Migration from Software to Cloud Service.** During Your Use Term, Cisco grants You the right to switch from using the on-premise deployment of the Cisco Catalyst SD-WAN to using the Cloud Service. In that case, Your Approved Source may charge a migration fee that You are obliged to pay.
- 5.3 **Solution Software Updates.** We recommend that You always (a) use the most recent version of the Cisco cloud hosted controller and operating system Software (“**Solution Software**”) and (b) install patches, security vulnerability fixes and/or bug fixes as soon as we make them available. You understand and agree that delaying updates to the latest Solution Software release may introduce security risks to Your environment and Cisco is not responsible for any security-related incidents that result from that delay.
- 5.4 **Cloud Service Provider Virtual Machine Image (VMI).** If You are using a cloud service provider VMI version of the Software, You agree that (a) Cisco is not providing You with connectivity or transmission services as part of that use, and (b) You are solely responsible for ensuring that You perform any cross-border data transmissions in accordance with applicable laws and regulations, and You are responsible to Cisco for any failure to do so.
- 5.5 **Cisco Catalyst SD-WAN Purchases through a Cloud Service Provider (CSP) Marketplace.** If You purchase the Cloud Service through a CSP marketplace (i.e., Microsoft Azure or Amazon Web Services), You understand and agree that (a) You cannot purchase any Cisco Catalyst SD-WAN hardware products through a CSP marketplace, (b) You cannot purchase a Cisco Catalyst SD-WAN DNA On-Premise subscription license through a CSP marketplace, (c) You can only purchase a Cisco Catalyst SD-WAN DNA-Cloud subscription license through a CSP marketplace (inclusive of High Availability licenses mentioned in section 2.3), (d) Your right to use the Product is contingent on the term-based license entitlement based on Your purchase, (e) Your license entitlement allows You to operate and manage Your Cloud Service in SD-WAN mode only, (f) Your failure to renew Your DNA license subscription at the end of Your license term may impact the functionality of the Product, and (g) You are not entitled to any perpetual DNA license entitlement.



## Service Level Agreement

# Cisco Catalyst SD-WAN

This Service Level Agreement (“**SLA**”) applies to Cisco Catalyst SD-WAN Cloud Service, as set out in the [Offer Description](#). If capitalized terms are not defined in this SLA, then they have the same meaning as under the Offer Description.

### 1. Service Level

Cisco will use commercially reasonable efforts to deliver the Cloud Service so that the Core Services meet or exceed the performance standards described below (“**Service Level**”). Subject to the terms of this SLA, You are eligible for Service Credits if Cisco fails to meet the Service Level.

<b>Service Level</b>	Control Plane	During each Measurement Period, the Availability of the Control Plane will be 99.99% or greater.
	Management Plane	During each Measurement Period, the Availability of the Measurement Plane will be 99.99% or greater.
<b>Measurement Period</b>	One calendar month starting from the date the Cloud Service is provisioned. You are only eligible to receive a Service Credit if the term of Your right to use the Cloud Service is one calendar month or greater.	

### 2. Service Credits

2.1 **Service Credits.** If Cisco fails to meet the Service Level for a given Measurement Period, Cisco will issue You a Service Credit consistent with the table below.

Availability Percentage	Days credited
<99.99% and ≥ 99.9%	3 days
<99.9% and ≥ 99.0%	7 days
<99%	15 days

#### 2.2 Service Credit Limitations

- (A) The aggregate maximum Service Credit across all Service Levels for any Measurement Period will be 15 days of additional service days for that Measurement Period regardless of whether the Service Credit relates (a) to falling below the Availability Percentage for the Control Plane, the Availability Percentage for the Management Plane, or both, or (b) single-tenancy or multi-tenancy Control Plane and/or Management Plane.
- (B) These Service Credits are Your only remedy if the Core Services do not meet the Service Level.
- (C) No Service Credits will be payable during the first Measurement Period.
- (D) To receive a Service Credit, You must notify us in writing within 30 days from the date of the Qualifying Outage. If You fail to comply with this requirement, You will forfeit Your right to receive a Service Credit.

- 2.3 **Service Level Calculation Example.** For example, if during a 31-day month, two (2) Qualifying Outages occur—one Qualifying Outage lasting 60 minutes and another Qualifying Outage lasting 11 minutes—then the Service Level for Management Plane will be calculated as described below:

Total Service Time = \* 31 (days in Measurement Period) \* 24 hours \* 60 minutes = 44,640 minutes

Total Qualifying Outage Time = 60 + 11 = 71 minutes

Availability Percentage =  $(44,640 - 71) / 44,640 * 100 = 99.8\%$

In this example, the Service Credit provided to You, if requested, would be an amount equal to 7 days added to the end of the then-current term.

### 3. Claims Procedure

- 3.1 To receive a Service Credit, You must:

- (A) be up to date on payment of all applicable fees;
- (B) promptly notify Cisco of a Qualifying Outage when You become aware of or reasonably suspect one (you can check the status of the Cloud Service here: [ssp.sdwan.cisco.com](http://ssp.sdwan.cisco.com)); and
- (C) request Service Credits no more than 30 days after the end of the applicable Measurement Period.

- 3.2 You must submit a claim via opening a support case with Cisco TAC.

- 3.3 If You purchased the Cloud Service from a Cisco Partner, You may claim Service Credits or the Cisco Partner may claim them on Your behalf.

- 3.4 If there is a dispute about whether a Qualifying Outage has occurred, Cisco will decide in good faith based on our system logs, monitoring reports, and configuration records. If You have supporting information for Your claim that You want Cisco to consider, You should provide this information with Your claim.

### 4. Issuance

- 4.1 **Review.** Cisco will use commercially reasonable efforts to review and issue earned Service Credits within 30 calendar days of confirming that You are entitled to those Service Credits.

- 4.2 **Service Credits - Service Days.** Service Credits that Cisco issues will be added to the end of Your existing Usage Term. You will be responsible for arranging adjustments to the term for any other Cisco Offers or Services that depend on the Cloud Service (which may have a fee). You cannot convert Service Credits to general credits, monetary amounts, or refunds, and You cannot sell, transfer, or assign such Service Credits. Cisco will use commercially reasonable efforts to notify the Cisco Partner of the awarded Service Credits.

### 5. Non-Qualifying Outages

It is not a Qualifying Outage and You will not be eligible for Service Credits if Cisco fails to meet the Service Level for any of the following reasons:

- (A) Scheduled maintenance or emergency maintenance ('emergency maintenance' is unscheduled maintenance where Cisco performs work to prevent or mitigate an outage or degradation of the Cloud Service or to prevent or mitigate a security incident);
- (B) Due to Your integrations or any applicable third-party software, hardware, or services not provided by Cisco;
- (C) You are using a beta, evaluation, or trial version of the Cloud Service;

- (D) Your failure to (1) use the Cloud Service or perform responsibilities in accordance with Your applicable agreement (e.g., EULA or General Terms), Offer Description, Enterprise Agreement, or the Documentation, or (2) apply updates or upgrades when made available;
- (E) Factors outside of our reasonable control, such as events described as Force Majeure in Your applicable agreement, Internet outages, pandemics, acts of government, industry-wide shortages, failures, or delays of common carriers; or
- (F) If Cisco monitoring of the Cloud Service is disabled.

## 6. Definitions

“**Availability**” is calculated as follows and converted into a percentage.

$$\frac{\text{Total Service Time} - \text{Total Outage Time}}{\text{Total Service Time}}$$

“**Core Services**” means the Control Plane and the Management Plane and excludes all other features, like the Cisco Catalyst SD-WAN Analytics feature and the Cisco Catalyst SD-WAN Portal:

“**Control Plane**” builds and maintains the network topography and makes decisions on where the traffic flows.

“**Management Plane**” is responsible for central configuration and monitoring.

“**Qualifying Outage**” means the time that the Core Services are not functioning as described in the Offer Description or Documentation.

“**Service Credits**” means additional days Cisco will add to Your Cloud Service Use Term. The applicable Service Credit type and amount is listed in the table in Section 2.

“**Total Outage Time**” means the aggregate total time for all Qualifying Outages during a Measurement Period (rounded upward to the nearest minute). To calculate Total Outage Time, each Qualifying Outage will:

- (A) Begin when Cisco logs an incident ticket based on our own identification of a Qualifying Outage or upon confirming a Qualifying Outage You report to Cisco; and
- (B) End when the Core Services are restored.

“**Total Service Time**” means the total number of minutes in a Measurement Period (calculated by multiplying 60 (minutes) by 24 (hours) by the number of calendar days in the Measurement Period).