



Offer Description: Cisco SD-WAN

This Offer Description (the “**Offer Description**”) describes Cisco SD-WAN (SD-WAN or the “**Cloud Service**”). Your subscription is governed by this Offer Description and the Cisco End User License Agreement located at www.cisco.com/go/eula (the “**EULA**”) (or similar terms existing between you and Cisco) (the “**Agreement**”). If capitalized terms are not defined in this Offer Description, then they have the meaning given to them in the Agreement or order(s).

1. Description

The SD-WAN solution 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 Cloud Service or SD-WAN Software located on-premise), and (b) segregate the management, control, and orchestration layers from the device transport layer. This allows network policy, control, and orchestration to be performed across Your entire network of compatible Cisco routers (hardware or a virtual form factor) (“**Customer Devices**”) in a secure and extensible manner

This Offer Description describes the Cloud Service that provides the management, control, and orchestration controller software when hosted in the Cisco cloud. Software deployed in on-premise environments and Customer Devices in the SD-WAN solution are purchased separately and are not governed by this Offer Description. There are multiple license subscriptions available (e.g., Cisco DNA Essentials, Cisco DNA Advantage, and Cisco DNA Premier) that a customer can elect depending on the type of functionality desired.

2. Supplemental Terms and Conditions

2.1. Integrated Cisco Security Products

Depending on Your DNA subscription tier, the Cloud Service may include access to certain Cisco Umbrella SIG, Secure Endpoint and Secure Malware Analytics features. The Cisco Umbrella Offer Description and the Cisco Secure Endpoint Offer Description (both available [here](#)) include additional terms relating to Cisco Umbrella SIG, Secure End Point and Malware Analytics features.

2.2. Geographic Restrictions

In addition to restrictions contained in the EULA, the Cloud Service and the integrated Cisco security features listed above (i.e., Cisco Umbrella SIG, Secure End Point and Malware Analytics) are not available for customers based in mainland China.

2.3. Migration from Software to Cloud Service

If, during Your Usage Term, You switch from using the Software in an on-premise environment to using the Cloud Service, Your Approved Source may charge You a fee for such migration and You agree to pay such fee.

2.4. Cloud Controller Subscription

Failure to renew Your DNA subscription for the Cisco cloud-hosted controllers may impact the functionality of the Cisco SD-WAN features that are part of the Cisco DNA subscription for Customer Devices because those features are SD-WAN-controller dependent.

2.5. Cisco Cloud-hosted Controller Software Updates

We recommend that You always (a) use the most recent version of the Software and (b) install patches, security vulnerability fixes and/or bug fixes as soon as they are made available by Us. You understand and agree that delaying updates to the latest Software release may introduce security risks to Your environment and that We are not responsible for any security-related incidents that result from Your delay.

2.6. High Availability (HA) DNA Licenses

HA DNA licenses are optional companion licenses to a standard SD-WAN DNA license and may only be used for: (a) a standby Customer Device when the primary Customer Device, which 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).

2.7. Restricted Software

a. General Export Requirements

Cisco products are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s). They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

If You use software that is Restricted Software (US EAR 740.17.b.2), including keys that enable encryption functions, to provide managed services to end users, You hereby certify that (a) You are responsible for US and local export licensing when making any crypto activation key or any software (including updates and upgrades) available to any end user (including being prepared for pre-shipment inspections) whenever such licensing is required, including in connection with end users in Russia, Belarus, or any country or region subject to sanctions or other export controls; (b) You must screen Your end users and block any domain name or internet address of a government end user, unless otherwise authorized specifically by US and local license; (c) You must also ensure that (i) Your end user is notified and understands that the transfer includes cryptographic “software” subject to export controls under the Export Administration Regulations, and that anyone receiving such a transfer cannot export the “software” without a license or other authorization; and (ii) every party requesting or receiving a transfer of such “software” acknowledges affirmatively that the “software” is not intended for use by a government end user (as defined in part 772 of the EAR), unless specifically authorized by US export license.

b. Service Provider Hosted Software

Neither service provider’s primary place of business, nor its data centers used to host the Software services will be located in any U.S. embargoed country (i.e., Cuba, Iran, North Korea, Sudan, Syria, and the Crimea, Luhansk, and Donetsk Regions of Ukraine).

c. Verification

We have the right to verify Your compliance with US and local export control regulations, including but not limited to requesting and inspecting documents and processes, and You will assist and make

information available to Us to facilitate such verification. If We reasonably believe and can provide evidence that You are non-compliant with US and local export control regulations, We have the right to terminate the Agreement immediately with written notice.

3. Service Level Agreement (SLA)

We will deliver the Cloud Service so that it meets or exceeds the Service Levels in this SLA. Subject to the terms of this SLA, You will be entitled to Service Credits for Our failure to achieve the Service Levels.

3.1. Service Levels

Service Levels	Control Plane	During each Measurement Period, the Availability Percentage will be 99.99% or greater.
	Management Plane	During each Measurement Period, the Availability Percentage will be 99.99% or greater.
Measurement Period	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.	
Service Level Calculation and Related Definitions	<p>“Availability Percentage” will be calculated as follows, converted to a percentage:</p> $= (\text{Total Service Time} - \text{Total Qualifying Outage Time}) / \text{Total Service Time}$ <p>“Total Service Time” equals 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).</p> <p>“Qualifying Outage” means an outage that results in a loss of the Core Services and is not excused under Section 3.3 of this SLA.</p> <p>“Core Services” means the following specific service capabilities and excludes the vAnalytics feature and the Cisco SD-WAN Self Service Portal:</p> <ul style="list-style-type: none"> • “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. <p>“Total Qualifying Outage Time” equals the aggregate sum of the downtime attributable to all Qualifying Outages during the Measurement Period. For the purposes of calculating Total Qualifying Outage Time, each Qualifying Outage will (i) commence upon Our logging an incident ticket upon Your notice to Us of the outage with sufficient information for Us to confirm the outage and (ii) ends when the affected Core Services is fully restored. The duration of a Qualifying Outage will be rounded upward or downward to the nearest minute.</p>	

<p>Service Credit</p>	<p>If We fail to meet the relevant Service Levels for a given Measurement Period, We will issue a credit in accordance with the table below (“Service Credit”). The aggregate maximum Service Credit issued by Us to You in a single Measurement Period will not exceed 15 days, whether the Service Credit relates (i) to falling below Control Plane Availability Percentage, Management Plan Availability Percentage, or both, or (ii) single-tenancy or multi-tenancy Control Plane and/or Management Plane. Service Credits may not be exchanged for, or converted into, monetary amounts.</p> <p>If the Control Plane You may claim Service Credits in an amount</p> <p>Availability Percentage is: equal to the corresponding number of days added to the end of the then-current term at no charge:</p> <table border="0"> <tr> <td><99.99% and ≥ 99.9%</td> <td>3 days</td> </tr> <tr> <td><99.9% and ≥ 99.0%</td> <td>7 days</td> </tr> <tr> <td><99.0%</td> <td>15 days</td> </tr> </table> <p>If the Management Plane You may claim Service Credits in an amount</p> <p>Availability Percentage is: equal to the corresponding number of days added to the end of the then-current term at no charge:</p> <table border="0"> <tr> <td><99.99% and ≥ 99.9%</td> <td>3 days</td> </tr> <tr> <td><99.9% and ≥ 99.0%</td> <td>7 days</td> </tr> <tr> <td><99.0%</td> <td>15 days</td> </tr> </table>	<99.99% and ≥ 99.9%	3 days	<99.9% and ≥ 99.0%	7 days	<99.0%	15 days	<99.99% and ≥ 99.9%	3 days	<99.9% and ≥ 99.0%	7 days	<99.0%	15 days
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<p>Service Level Calculation Example</p>	<p>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:</p> <p>Total Service Time = * 31 (days in Measurement Period) * 24 hours * 60 minutes = 44,640 minutes</p> <p>Total Qualifying Outage Time = 60 + 11 = 71 minutes</p> <p>Availability Percentage = (44,640 – 71) / 44,640 * 100 = 99.8%</p> <p>In this example, the Service Credit payable to You, if requested, would be an amount equal to 7 days added to the end of the then-current term.</p>												

3.2. Notice and Limitations

- a. No Service Credits will be payable during the first Measurement Period.
- b. To receive a Service Credit, You must notify Us in writing within thirty (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.

3.3. Exceptions

Any failure by Us to achieve the Service Levels will be excused if caused by:

- a. Time associated with scheduled maintenance or emergency maintenance windows;
- b. Factors outside of Our control or outside the scope of the Cloud Service, such as inadequate bandwidth

or network failures external to Cisco data centers, either in Your data center, or between Your data center and the Cisco data centers;

- c. External integrations (including those created using Cisco APIs) or third-party software or services;
- d. Beta or trial versions of a Cloud Service;
- e. Your failure to adhere to any required configurations or supported platforms, follow policies for acceptable use, or Your use of the Cloud Service in a manner inconsistent with the Documentation;
- f. If Cisco monitoring of the Cloud Service environment is disabled;
- g. Any events or factors considered Force Majeure under the EULA; or
- h. Issues that otherwise resulted from Your breach of the Offer Description or EULA.

3.4. Exclusive Remedy

The Service Credits specified in this SLA are Our sole liability to You, and Your exclusive remedy, for Our failure to meet the Service Level targets set out in this SLA.

4. **Data Protection**

The Cisco SD-WAN Privacy Data Sheet (available [here](#)) describes the Personal Data that We collect and process as part of the delivery of the Cloud Services. For further information on how We process, use, and protect all categories of data, please visit [Cisco's Security and Trust Center](#).

5. **Support & Maintenance**

We will provide You with Support and Maintenance for the Cisco Technology based on the tier of services purchased as follows: https://www.cisco.com/c/dam/en_us/about/doing_business/docs/cisco-software-support-service.pdf.