



Attachment A: Product Terms Umbrella SIG Essentials

Additional Product Terms

Service Provider's use of Cisco Umbrella Secure Internet Gateway Essentials ("Umbrella SIG Essentials") under the MSLA is subject to these Product Terms and the Cloud Terms that are part of Attachment C. In the event of a conflict, the order of precedence shall be (a) this Umbrella SIG Essentials attachment; (b) the Cloud Terms in Attachment C; and (c) the MSLA. Capitalized terms used but not defined in this document will have the definition as in Attachment C, the MSLA or the Master Agreement. For purposes of this attachment, Cloud Service shall mean Umbrella SIG Essentials.

Cloud Service Description

The SIG Essentials package offers a broad set of security functions through a single, cloud-delivered service and dashboard. Key features include DNS-layer security, secure web gateway (full proxy), cloud access security broker functionality, cloud-delivered firewall (CDFW) and correlated threat intelligence for improved incident response. Please consult the Umbrella Documentation for further information on its technical specifications, configuration requirements, features and functionalities.

1. Supplemental Terms

1.1. Scope of Use/Limitations. Service Provider shall use the Cloud Service as a Cisco-branded Cloud Service to provide Software Services to End Users and shall not alter or modify the Cloud Services except at Cisco's request or with Cisco's authorization. Service Provider shall not use a single Cisco Umbrella tenant (also known as an Umbrella Org) for multiple End Users.

1.2 Support. The Licenses Fees include the support level set forth below when Service Provider uses the Cloud Service to provide the Software Services. Service Provider is responsible for providing front-line support for the Cloud Service to its End Users with respect to their use, maintenance, support, training and technical assistance; provided that Service Provider may escalate support to Cisco as necessary and in compliance with any support guidelines provided by Cisco. In no event shall Cisco have any obligation to provide support directly to, or respond to support requests from, an End User.

Umbrella SIG Essentials includes online support and phone support. Cisco will respond as set forth in the table below and may require information from Service Provider to resolve service issues. Service Provider agrees to provide the information requested and understands that a delay in providing the information to Cisco may delay resolution and response time.

Support provides Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist by telephone, or web case submission and online tools with use and troubleshooting issues. Service Provider will also have access to Cisco.com, which provides helpful technical and general information about Cisco products, as well as access to Cisco's on-line knowledge base and forums. Please note that access restrictions identified by Cisco from time to time may apply.

The below table outlines Cisco's response objectives based on case severity. Enhanced support is included with the subscription. Cisco may adjust assigned case severity to align with the Severity definitions below.

Software Service	Support	Technical Support Coverage	Response Time Objective for Case Severity 1 or 2	Response Time Objective for Case Severity 3 or 4
Enhanced		24x7 via Phone & Web	Response within 30 minutes	Response within 2 hours

The following definitions apply to this Section.

Response time means the time between case submission in the case management system to support engineer contact.

Severity 1 means Umbrella SIG Essentials is unavailable or down or there is a critical impact to a significant impact to Case Submitter's business operation. Case Submitter and Cisco both will commit full-time resources to resolve the situation.

Severity 2 means Umbrella SIG Essentials is degraded or significant aspects of Case Submitter's business operation are negatively impacted by unacceptable software performance. Case Submitter and Cisco both will commit full-time resources during Standard Business Hours to resolve the situation.

Severity 3 means Umbrella SIG Essentials is impaired, although most business operations remain functional. Case Submitter and Cisco both are willing to commit resources during Standard Business Hours to resolve the situation.

Severity 4 means minor intermittent functionality or performance issue, or information is required on Umbrella SIG Essentials. There is little or no impact to Case Submitter's business operation. Case Submitter and Cisco both are willing to provide resources during Standard Business Hours to provide assistance or information as requested.

Business Day means the generally accepted days of operation per week within the relevant region where the Cloud Services will be performed, excluding local holidays as observed by Cisco.

Local Time means Central European Time for support provided in Europe, Middle East and Africa, Australia's Eastern Standard Time for support provided in Australia, Japan's Standard Time for support provided in Japan and Pacific Standard Time for support provided in all other locations.

1.3 Warranties. In addition to the warranties and disclaimers set forth in the Master Agreement, Cisco warrants that it will provide the Cloud Service in a manner consistent with general industry standards reasonably applicable to the provision thereof. CISCO DOES NOT REPRESENT OR WARRANT THAT THE CLOUD SERVICE WILL GUARANTEE ABSOLUTE SECURITY DUE TO THE CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON AND ATTACKING FILES, NETWORKS AND ENDPOINTS. CISCO DOES NOT REPRESENT OR WARRANT THAT THE CLOUD SERVICES WILL PROTECT ALL YOUR FILES, NETWORK, OR ENDPOINTS FROM ALL MALWARE, VIRUSES OR THIRD-PARTY MALICIOUS ATTACKS. CISCO DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING ANY THIRD-PARTY SYSTEM OR SERVICE TO WHICH A CLOUD SERVICE INTEGRATES OR TO ANY ONGOING INTEGRATION SUPPORT. INTEGRATIONS MADE ACCESSIBLE TO YOU THAT ARE NOT A GENERALLY AVAILABLE PRODUCT INCLUDED ON YOUR ORDER ARE PROVIDED ON AN "AS IS" BASIS.

1.4. Bandwidth for SIG Essentials.

The following use limitations apply in connection with the use of Umbrella SIG Essentials for and/or by each End User. For purposes of this Section 1.4, "End User" includes Service Provider when Service Provider is using the Cloud Service for internal purposes as permitted under Section 2.1.1 of the MSLA.

Umbrella SIG Essentials is licensed based on the quantity of Covered Users and is subject to an Average Bandwidth (as defined below) limit of 50 kilobits per second ("kbps") per End User. Cisco will continuously measure the usage of Umbrella SIG Essentials throughout a rolling thirty (30) day period to determine the Average Bandwidth per End User. If at any time Cisco determines that an End User's Average Bandwidth has exceeded 50 kbps, Cisco reserves the right to require Service Provider to purchase additional licenses as required to reduce the Average Bandwidth to 50 kbps. The formula for Average Bandwidth is:

$$\text{Average Bandwidth} = 95\text{th Percentile Bandwidth} / \text{Number of Covered Users for that End User}$$

The 95th Percentile Bandwidth is calculated by: (i) observing the traffic samples for an End User over the course of thirty (30) days at each Cisco Umbrella data center that an End User's traffic is sent to, (ii) discarding the top 5% of the traffic samples at each such data center and taking the next highest traffic sample value ("Peak Value"), and (iii) adding together the Peak Value for each data center. Traffic samples for purposes of this calculation include DNS traffic, secure web gateway (proxy) traffic and CDFW traffic.

For example, if the Peak Value for a specific End User at one data center is 1,000,000 kbps and the Peak Value for that End User at a second data center is 10,000 kbps, the 95th Percentile Bandwidth for that End User is 1,000,000 + 10,000 = 1,010,000 kbps. The Average Bandwidth for that End User would be 1,010,000 kbps divided by the number of Covered Users for that End User for the month being measured. If the End User had 25,000 Covered Users for the applicable month, the Average Bandwidth for the monitored period is 1,010,000 / 25,000 = 40.4 kbps.

2. Program Requirements

2.1. Training. Service Provider must complete the following Umbrella MSSP Curriculum prior to receiving access to the Cisco Umbrella MSSP console and using the Cloud Service to provide the Software Services to End Users.

- A minimum of two Service Provider systems engineers (“SEs”) must complete the Umbrella Systems Engineer Pre-Sales Training and Umbrella Technical Training Assessment COLT Exam provided by Cisco; or Service provider must complete the Fire Jumper Stage 4 Cloud and Web Security Training provided by Cisco.
- A minimum of two Service Provider SEs must complete the Cisco Umbrella MSSP Training Course provided by Cisco; and Service Provider must complete of the Umbrella MSSP Technical Training COLT Exam provided by Cisco.
- Service Provider must complete the Umbrella MSSP Curriculum for each Cisco country group in which Service Provider accesses the MSSP Console.

Service Provider is authorized to have subcontractors serve as SEs and participate in training subject to compliance with Section 3 of the MSLA related to Authorized Users.

2.2. Reporting and Subscription Fee Calculation. Service Provider must accurately report the number of licenses to the Cloud Service for that month using the functionality included in the MSLA Software. One license is required for each individual covered by the Cloud Service (subject to Section 1.4). Notwithstanding Section 7.2 of the MSLA, subscription fees are calculated as follows:

Subscription fees are charged based on the quantity of licenses reflected in the Umbrella MSSP console as of the last day of the month, pro-rated (based on the Creation Date for the applicable End Users), totalled for all End Users, and then rounded down to the nearest whole number. End-of-month license quantities for End Users with Creation Dates prior to the month covered by the bill are calculated at 100% proration (active full month). End-of-month quantities for End Users with Creation Dates occurring in the month covered by the bill are pro-rated based on the number of days between the Creation Date and the end of the month, inclusive. For example: If three End Users have 100 users each on the last day of December with Creation Dates of 11/20, 12/3 and 12/15, the billed quantity for the month of December would be 248. The “Creation Date” is the date that the Service Provider creates the End User child org within the Umbrella MSSP console.

Example:

End User	Creation Date	Users on 12/31	Proration
1	11/20/2019	100	100.00
2	12/3/2019	100	93.55
3	12/15/2019	100	54.84
			248.39
	Round Down Billed Quantity		248

2.3. Co-branding. Any co-branding of the Cloud Service by Service Provider shall be subject to the guidelines located here:

<https://www.cisco.com/c/dam/en/us/products/collateral/security/umbrella/co-branding-guidelines.pdf>

and any additional trademark guidelines in its Master Agreement.

2.4. Security. When providing the Software Services to End Users, Service Provider and/or its Authorized Users shall implement and maintain appropriate industry standard technical and organizational measures to protect End User data against accidental or unlawful use or destruction, accidental loss, alteration, and unauthorized disclosure of, or access to, any End User data.

2.5. Ordering. Service Provider shall follow the ordering process as instructed by Cisco. Cisco may change or update its ordering process at any time, upon prior written notice to Service Provider.

3. Definitions

“End User” means a commercial business entity that obtains the Cloud Service from Service Provider on a commercial (e.g. non-residential) basis.

“MSSP Console” means the centralized managed security service provider console that Service Provider receives access to in order to manage the Cloud Service.

“Covered User” means the employees, contractors and other individuals who have online and/or cloud activity (e.g. internet, email, use of cloud applications) protected through use of such Cloud Service.