

Offer Description - Product Cisco Umbrella

Contents

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.

For the most recent version of the Umbrella Offer Description, please visit:
<https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html>.

1. Summary

Cisco Umbrella (the “Product”) is a cloud security platform that unifies multiple security services in a single cloud-delivered platform to secure internet access and control cloud app usage from your network, branch offices, and roaming users. The [Package Comparison](#) provides information about the various Product packages.

2. Support and Other Services

- Support
 - Except as provided in this Section 2.1, Your purchase of the Product includes:
- For Basic, Enhanced (previously “Gold”) and Premium support, see: [Cisco Software Support](#) (the “Standard Support Description”).
- For Solution Support, see: [Cisco Solution Support](#) (“Solution Support Description”).
 - All references in the Standard Support Description and the Solution Support Description to TAC should be interpreted as references to the Product’s Technical Support Center.
 - Any response time objectives for substantive response (i.e., response more than “ticket received”) described in the Standard Support Description or the Solution Support Description do not apply. Instead, the response time objectives for substantive response from Product Support are as set forth below:

Software Support Service	Technical Support Coverage	Response Time Objective for Case Severity 1 or 2	Response Time Objective for Case Severity 3 or 4
Basic	<ul style="list-style-type: none">• Email access only for Severity 3 or 4• Email and phone for Severity 1 and 2• Access to online tools (e.g., knowledgebase, forums, Documentation, case portal, and notifications)	Response within 1 hour of receipt of phone call	Response next Business Day

Enhanced (previously “Gold”)	24x7 via Phone & Web	Response within 30 minutes of receipt of phone call	Response next Business Day
Premium	24x7 via Phone & Web	Response within 15 minutes of receipt of phone call	Response next Business Day
Solution	24x7 via Phone & Web	Response within 30 minutes of receipt of phone call	Response next Business Day

- The following bullet in the Enhanced services section of the Standard Support Description is not applicable to the Product: “Initial meeting to understand Customer’s desired outcomes to define an IT and Infosec adoption plan.”

2.2 Umbrella for Gov (FedRAMP). Cisco will provide support for Umbrella for Gov as described in Section 2.1 (Support) above, with the following exceptions: (A) only Enhanced and Premium support are available; and (B) Cisco will provide support via phone and email only.

3. Performance Standards

Cisco will use commercially reasonable efforts to deliver the Core Services to meet or exceed 99.999% Availability in accordance with the Umbrella Service Level Agreement (“SLA”) available from Your Cisco account representative or Cisco authorized partner. Capitalized terms in this section will have the meaning in the SLA.

4. Data Protection

Privacy Data Sheets. The Privacy Data Sheets for Cisco Umbrella and Cisco Secure Malware Analytics (available at [Cisco’s Trust Portal](#)) describe the Personal Data that Cisco collects and processes as part of delivering the Product.

5. Special Terms

- Covered Users. For packages with user-based pricing, You must purchase one user license for each Covered User unless a published Product data sheet states otherwise.
- Usage and Range Limits. The Product is subject to limitations and range limits set forth in the [SIG Documentation](#) and the [DNS Documentation](#). As further described in the [SIG Documentation](#), Product SIG packages (i) are subject to an average bandwidth limit of up to 50 kilobits per second (“kbps”) per Covered User, based on a 95th Percentile Calculation (whether such traffic is generated by individuals, devices, or servers), and (ii) the 95th Percentile Calculation allows peaks in usage that exceed the limit for brief periods of time. As further described in the [DNS Documentation](#), Product DNS Security packages are subject to a monthly DNS query limit average (whether such queries are generated by individuals, devices, or servers). You and Cisco agree to work together in good faith to resolve any excessive usage.
- Cisco Umbrella Reserved IP. If You have purchased a subscription to Cisco Umbrella Reserved IP, please see [Reserved IP Supplemental Terms](#) for additional terms and conditions applicable to Your subscription.
- Cisco-Managed S3 Log Storage. Certain Product packages include the ability to select Cisco-managed S3 storage or Your own storage for DNS, proxy, and event logs. Cisco-managed S3 log storage is available with 7-day, 14-day or 30-day retention options. Please see the [Cisco-managed S3 Bucket](#)

[documentation](#) for related requirements and best practices.

- Data Centers. Your Product subscription includes access to the Product’s global data centers found here: [Umbrella Global Data Centers](#). Data centers not included at this link may require a separate subscription. And any data center(s) located in mainland China, when and if available, require a separate subscription purchased directly through the applicable service operator in China.
- Acceptable Use. You will not (and will not allow any third party to): (i) establish regular and frequent automated queries to an external site, such as port scanning of a third-party entity not in Your control, or use offensive security technologies against a third party through the use of the Product (because these actions could reasonably be viewed by the external site as a denial of service attack or a violation of the third party’s terms and could lead to Cisco being blacklisted); (ii) use the Product to access websites or blocked services in violation of applicable law and/or regulation; or (iii) use the Product for the purpose of intentionally masking Your identity in connection with the commission of unlawful activities or to otherwise avoid legal process. If Cisco receives a third-party request for information, demand letter, or other similar inquiry in connection with Your use of the Product relating to alleged unlawful activity on Your network, Cisco may disclose Your name to such third party as necessary to comply with legal process or meet national security requirements; protect the rights, property, or safety of Cisco, its business partners, You, or others; or as otherwise required by applicable law.
- Competitive Testing. You will not publish or disclose to any third party any Product performance information or analysis (including without limitation the results of benchmark or competitive testing) except with Cisco’s prior written consent.
- Disclaimers. While Cisco has used commercially reasonable efforts to create effective security technologies, 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 product will guarantee absolute security or that it will protect all your files, network, or endpoints from all malware, viruses, or third-party malicious attacks.
- Definitions

“95th Percentile Calculation” means Cisco: (a) takes traffic samples over the course of 30 days at each Product data center handling Your traffic, (b) discards the top 5% of the traffic samples at each such data center and takes the next highest traffic sample value (this next highest traffic sample value is called the “Peak Value”), and (3) adds together the Peak Values for each data center. This limit is further described in the [SIG Documentation](#).

“Covered User” means each Internet-connected employee, subcontractor, and any other authorized individual covered (i.e., protected) by Your deployment of the Product.