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# Offer Description for Enterprise Mobility Services Platform

# This document describes the Cisco Enterprise Mobility Services Platform ("EMSP") Offering sold by Cisco Systems, Inc. and Cisco Authorized Resellers.

#### **Offer Description**

Upon payment of the relevant charges, Cisco shall provide EMSP and its associated support (together, the "Offering") described in this document (the "Offer Description"). An Offer Description may also be referred to in some documents as a "Service Description" and the Offering may also be referred to in some documents as the "Services".

#### **Governing Agreement**

This Offer Description is subject to the terms of the Cisco SaaS Agreement (or another Product, End User License, or Services Agreement agreed to between Customer and Cisco) referenced in the Order, including any applicable Supplemental End User License Agreement or other addenda associated with the Offering (the "Agreement"). If you purchased this Offering through a Cisco Authorized Reseller, this document is for informational purposes only except for Section 7, Data Privacy and its attachments which the Cisco Authorized Reseller must flow to you, and you must agree to comply with, as a condition of sale. This document is not a contract between you and Cisco. The contract, if any, governing the provision of this Offering is the one between Customer and its Cisco Authorized Reseller. Such Cisco Authorized Reseller should provide this document to Customer, or Customer can obtain a copy of this and other Cisco service descriptions and offer descriptions at www.cisco.com/go/servicedescriptions/.

#### Order

An "Order" means a written or electronic order to Cisco for the Offering, to be provided by Cisco under the Agreement. Such Order will reference this Offer Description and the Agreement and will detail the quantity, type, pricing, and payment terms purchased by the Customer.

#### **Order of Precedence**

Customer will have the right to use the Offering for the term specified in the Order, subject to the conditions of the Agreement and this Offer Description. If there is a conflict between the Agreement and this Offer Description, this Offer Description will take priority over the Agreement; any conflicting conditions in the Order will take precedence over both.

#### **Defined Terms**

Unless otherwise defined in the body of this Offer Description, capitalized terms used in this Offer Description are defined in the Glossary of Terms attached as Exhibit A to the EMSP offer description, or in the Agreement.

#### 1. Introduction

This Offer Description describes the Cisco Enterprise Mobility Services Platform provided by Cisco to Customer including offer specific terms and conditions.

#### 2. Enterprise Mobility Services Platform Overview

The Cisco Enterprise Mobility Services Platform enables the rapid delivery of context-aware mobile experiences that exceed business and customer expectations. It integrates Cisco network infrastructure capabilities with enterprise and open cloud systems, creating ready-to-use modules for mobile, web and native applications.

Unless otherwise stated for a particular Cisco EMSP package, Cisco EMSP is consumed via a public cloud-based software platform as the standard model.

# 2.1. The Offering includes some or all of the following components (the "Components") based on the specific package (package choices set forth in Section 3.8) purchased by Customer:

- a. EMSP WiFi Engage;
- b. EMSP Studio and out of box modules;

c.App Builder Studio;

d. EMSP SDK;

#### e. EMSP Location API's

- f. EMSP Feed Editor
- g. EMSP CIP Integration Services

#### 3. Components and Packages

#### 3.1. EMSP WiFi Engage:

Allows visitors to engage with a hyperlocal portal called an Experience Zone through WiFi or cellular networks. Wifi-Engage dashboard provides central IT Teams oversight and control of the Wifi-Engage Experience Zones.

The following capabilities are offered within WiFi Engage:

#### Administration

- Infrastructure mapping: The WiFi-Engage dashboard provides an option for the IT Admin/Location Manager /Zone Manager to onboard the Infrastructure details (like SSID's, Access Points, Locations, etc) and create Experience Zones by mapping Location(s), SSID and Portal.
- Portals: WiFi-Engage lets customers design/create content/experiences (Portals) for the locations that they have defined. Creating a captive portal is not only quick and easy with WiFi-Engage, but also simple to manage. Customers can make changes to the look and feel of the portal on the fly without interrupting the experience of end users. A portal can consist of any of the following types of content (modules): welcome messages, venue maps, assistance, offers, get apps, advertising, videos, and forms. While simple portal experiences can be created and managed through the WiFi-Engage dashboard, the included WYSIWYG EMSP studio light allows customers to create and manage portals with advanced features.
- Users: WiFi-Engage Dashboard provides the support for users with different user roles who can perform different types of tasks. It also provides a user management section through which users and their permissions can be managed. The different roles of users are:
  - Account Admin
    - Can invite new user
    - Can delete existing user
    - Can change the role of an existing user
    - Can change the password of an existing user
    - Can onboard/manage infra mapping
    - Can create and manage portals/microsites
    - Can create and manage experience zone specific content for all the experience zones using Experience Zone Manager mobile app
  - Admin
    - Can onboard/manage infra mapping
    - Can create and manage portals/microsites
    - Can create and manage experience zone specific content for all the experience zones using Experience Zone Manager mobile app
  - Portal Designer
    - Can create and manage portals/microsites
  - Experience Zone Manager
    - Can create and manage experience zone specific content only for the provisioned experience zone using Experience Zone Manager mobile app
- Skins/Portal Features: The portals can be created and managed using the portals section in the dashboard. Each portal is constructed using one or more modules available in the dashboard.
- Analytics
  - Engagement Reports:
    - Visitor vs Engaged Graph: A line graph which depicts the number of visitors with respect to number of engaged users over time.
    - When a user is first detected by an access point, the user is termed as a visitor.
    - Once the user engages with captive portal, the user becomes engaged.
    - Engagement Graph: A bar graph which shows the cumulative number of clicks for each action available for the experience zone.
  - o User Reports:
    - The user reports are divided into three different sections:

- Age group Graph (WIFI USERS):
- Recent Users:
- Social Exposure Graph (SOCIAL NETWORK EXPOSURE)
- Experience Zone Manager App:
  - Experience Zone Manager is a mobile app available to Managers at each location. The app is available for the android and iOS platforms. The mobile app enables the experience zone manager understand visitor engagement at each experience zone, keep the content updated and relevant for visitors.
  - The app lets the users perform the following tasks:
    - View reports
    - Update content

#### 3.2. EMSP Studio and out of box Modules:

#### EMSP Studio

- Lets customers build rich, compelling mobile sites quickly and easily.
- Helps customers to:
  - o Create engaging mobile sites that perform consistently on multiple mobile devices
  - Work with ready-to-use modules and focus on building great mobile experiences
  - $_{\odot}\,$  Take away complexities such as the multitude of screen sizes and inconsistencies in how mobile browsers render your mobile site

Out of Box Modules

- EMSP Out of Box (OOB) modules are the core of the platform and serve as building blocks of mobile applications. The OOB Modules are complete and independent units of experiences that run individually or along with other modules.
- They include the following aspect of a mobile experience:
  - $\circ~$  Integration and caching of data or content
  - $\circ\,$  Device specific functionality including location, push, camera
  - o Unique mobile first functionality like check in, targeting, scanning
  - o Click, touch or gesture based user interaction based on the device
  - o Content transformation specific to the device display and multimedia capabilities
  - o User experience flows to complete a task optimized for the specific mobile devic

These atomic mobile experiences are highly configurable and provide the ability to vary parameters including style, configurations, flows and data sources.

Customers drag and drop these modules to create a mobile experience to meet their specific business use case.

#### 3.3. EMSP App Builder Studio (included in EMSP Advanced Package only):

EMSP App Builder lets customers create native apps (for IOS and Android mobile devices) quickly and easily. The tools is a no-code tool and hence the users of the tool do not need to be native app developers.

- Features
  - o OS settings configuration for iOS/Android
  - Create new iOS/Android app
  - App settings configuration for iOS/Android app
    - App icon upload
    - Splash screen upload
    - Editing the bundle identifier(only for iOS)
    - Addition of specific test devices(only for iOS)
    - Creation of layouts
    - Editing layout configurations
  - Creation and management of page contents for iOS/Android app
  - Build Creation for iOS/Android app
  - Option to see the build logs after build creation of iOS/Android app
  - Option to send build download URL to user's email
  - Making the app live
  - $\circ \quad \text{Versioning of the app} \quad$
  - Duplicating the existing the app
  - Native App Experiences to present the dynamic content

Controlled Doc. #EDM-120626500 Ver: 1.0 Last Modified:7/30/2015 9:14:39 PM Enterprise Mobility Services Platform Offer Description.doc • Variety of MX OOB modules to create content pages

#### 3.4. EMSP SDK (included in EMSP Advanced Package only):

EMSP SDK provides easy access to WiFi Location APIs, Customer APIs and also allows business team to augment dynamic content using App X.

Features

- o Wifi Location
- o Subscriber
- o App X

App X SDK enables mobile experiences created in the EMSP studio to be dynamically launched in native iOS & Android Apps. Once the App X SDK is integrated with the app, mobile experiences can be launched, removed, changed or updated through the EMSP Studio. Businesses do not need to rewrite native app code, submit to the app store or go through recertification. This enables business users and non-technical users closest to your customers to create and manage mobile experiences. They are not limited by typical app development cycles.

- Features:
  - Native App Experiences to present the dynamic content including overlay, push down, full screen takeover and push notifications
  - o Turn on/off content in the app through a web based management UI
  - Updating the content dynamically
  - Variety of OOB modules to create mobile content pages

#### 3.5. EMSP Location API's:

EMSP location API's are used to deliver location based, context aware experience. They provide access to WiFi Location (indoor and outdoor) via pre-built connectors to network infrastructure like MSE/CMX and Meraki.

#### 3.6. EMSP Feed Editor:

EMSP Feed Editor is a web based tool which allows users to create XML feeds for predefined templates. Users can upload images, add items to the feed and also publish the feed to get the changes to the Live. The feeds created using Feed Editor can be directly consumed by the OOB modules.

#### 3.7. EMSP Cisco Integration Bus:

The Cisco Integration Bus is an open standards-based integration platform with over 120 prebuilt application connectors, graphical design tools, and mixed-model deployment tools. There two levels of Cisco Integration Bus that can be purchased as an optional Component of EMSP:

- A. Standard: Entitles customers to create an integration workflow to one Enterprise Connection; or
- B. Premium: Entitles customers to create an integration workflow to three Enterprise Connections.
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An "Enterprise Connection" means any connector/adaptor other than a Cisco network connection. Cisco network connections include, w/o limitation:

 Wireless infrastructure including but not limited to Meraki, Cisco Access Points, Mobility Services Engine, Connected Mobile Experience, Cisco Policy Server

- o Collaboration Suite: Jabber, Webex, Voice, Video (show and share)
- Identity Service Engine

Component ('X' denotes included Component)	Base	Advanced
EMSP WiFi Engage	Х	Х
EMSP Studio	Х	Х
Studio Out of Box Modules	Х	Х
App Builder		Х
EMSP SDK		Х
EMSP Location API's	Х	Х
EMSP Feed Editor	Х	Х
EMSP CIP Integration	Optional	Optional

### 3.8 Packaging

#### 4. EMSP Cloud Connection

4.1. To provide a quality service, and deliver as much automation as EMSP capabilities provide, the Offering is cloud based and Customer may need, or desire, integration with Customer's local/cloud infrastrucuture, including an IPSEC tunnel between the Customer's infrastructure/data center and EMSP data centers. If Customer desires or needs such integration, Customer must notify Cisco within 14 days of the Effective Date of the Offering ("Implementation Period"). If notified within the Implementation Period, Cisco will provide the Customer with the information, configurations and personnel resources reasonably necessary for Customer to effect such integration. Support is included as part of this Offering (see section 5 below) and professional services are available through Cisco Advanced Services for an additional fee; however, the need for this implementation on the Customer premise equipment is the sole responsibility of, and can only be implemented by, the Customer. The initial Subscription Term for EMSP will still accrue for that period of time in which the Implementation Period is in effect.

#### 5. Support Services Included in the Offering

- 5.1. This Section describes Cisco EMSP support services which are included with EMSP (the "Services", together with EMPS, the "Offering"). These Services are not available for separate purchase.
- 5.2. Related Documents: This document should be read in conjunction with the following documents also posted at <u>www.cisco.com/go/servicedescriptions/</u>: (1) the online Glossary of Terms; (2) List of Services Not Covered; and (3) Severity and Escalation Guidelines. All capitalized terms in this Section have the meaning ascribed to them in Exhibit A below, or the online Glossary of Terms; the definitions in Exhibit A below shall govern in the case of any conflicting definitions.
- 5.3. Direct Sale from Cisco: If you have purchased the Offering that include these Services directly from Cisco, this document is incorporated into your applicable master purchase agreement with Cisco. In the event of a conflict between this Offer Description and your applicable master purchase agreement, this Offer Description shall govern.
- 5.4. Sale via Cisco-Authorized Reseller. If you have purchased this Offering through a Cisco-Authorized Reseller, this document is for description purposes only; is not a contract between you and Cisco. The contract, if any, governing the provision of this Offering will be the one between you and your Cisco Authorized Reseller. Your Cisco Authorized Reseller should provide this document to you, or you can obtain a copy of this and other Cisco service descriptions at www.cisco.com/go/servicedescriptions/.
- 5.5. EMSP Support
- Cisco Responsibilities:
  - Cisco Technical Assistance Center ("TAC") access 24 hours per day, 7 days per week to assist by telephone, fax, electronic mail or the internet with EMSP use, configuration and troubleshooting issues. Cisco will respond within one (1) hour for all calls received during Standard Business Hours and for Severity 1 and 2 calls received outside Standard Business Hours. For Severity 3 and 4 calls received outside Standard Business Hours, Cisco will respond no later than the next Business Day. Manage problems according to the Cisco Severity and Escalation Guideline
  - Access to Cisco.com. This system provides Customer with helpful technical and general information on Cisco Products as well as access to Cisco's on-line Software Center library. Please note that access restrictions identified by Cisco from time to time may apply.
  - Work-around solutions or patches to reported EMSP problems will be provided using reasonable commercial efforts. An advantage of the EMSP cloud based solution is any patches or Maintenance Releases/updates for EMSP users experiencing the problem in their subscription will be implemented automatically with little or no action on the Customer's part.
  - Minor and Maintenance Releases/Updates. All paying Customers will receive updates corresponding to the EMSP package to which they subscribe ("Updates"). Such Updates are limited to EMSP Components that have been validly licensed and paid for and that are covered under a current Term Subscription contract and whose account is in good standing order. Cisco may also release additional features or complementary services that are not included in the subscription and are available at an additional charge. Cisco may from time to time discontinue or remove some features that are deemed as depreciated or have low customer adoption. Applicable supporting Documentation for the latest production version, if available, is on Cisco.com and is limited to only the current production instance of EMSP.
  - Customer Responsibilities:
    - Provide a severity level as described in the Cisco Severity and Escalation Guideline (http://www.cisco.com/web/about/doing\_business/legal/service\_descriptions/docs/Cisco\_Severity\_and\_Escalation \_Gui delines.pdf) for all interactions the Customer has with EMSP Support.
    - Grant Cisco reasonable access to the Product and Data and systems passwords so that problems may be diagnosed and, where possible, corrected remotely.
    - Provide thirty (30) days notice to Cisco of any requested addition(s) to Your Equipment List that may impact or require configuration changes to Offering.
    - Provide valid and applicable serial numbers for all Product problems and issues reported to Cisco or where Customer is seeking information from Cisco in connection with the Product use. Cisco may also require Customer

to provide additional information in the form of location of the Product, city location details and zip code information.

- Pay all engineering time, travel, and out-of-pocket expenses if Subscriber request performance of onsite services or services outside the scope of service options described in this document.
- Provide any Hardware required to perform fault isolation.
- Make all reasonable efforts to isolate the Offering's problem prior to requesting support from Cisco.
- Acquire, install configure and provide technical support for all:
  - Third-party Products, including upgrades required by Cisco or related services; and
    - Network infrastructure, including, but not limited to, local and wide-area data Networks and equipment required by Cisco for operation of the Offering.

#### 6. [Reserved]

#### 7. Data Privacy

This Section contains the terms under which each of Cisco and the Customer will protect data, including personal data, and forms an integral part of the Agreement between Customer and Cisco. Customer's adherence to this Section is a prerequisite for using the Offering. In the event of a contradiction between the Agreement, Cisco's Privacy Policy and/or this Section, this Section prevails for the subject matter indicated herein.

1. Cisco EMSP will collect information identifying a device and its location and certain information provided by a User through a portal that is created with the EMSP WiFi Engage Component ("Captive Portal"), web/browser app, or an app that is created with the EMSP App Builder Studio Component ("Native App") created by Customer using Cisco EMSP (collectively, "User Data"). The types of User Data that may be collected by Cisco EMSP are set out on Attachment 1 to this Data Privacy Section, directly following this Section.

- a) Cisco EMSP will create a profile of a User by associating the User Data with a unique subscriber ID ("User Profile").
- b) Prior to a User logging into a Captive Portal, web/browser app or Native App, Cisco EMSP will only collect device identifiers (MAC addresses) and location information and the User Profile will not include a User's name, email address, demographic information and similar personal information.
- c) While a User is logged into a Captive Portal, web/browser app, or Native App, Cisco EMSP will collect information submitted by the User through the Captive Portal or Native App (subject to Customer's compliance with the requirements of Section 4 below).
- d) Cisco EMSP will collect User Data when a User is located at a Customer Site and will not collect information when a User is at a location of another customer that uses Cisco EMSP.
- e) Unless otherwise agreed by the parties in writing, User Data will be hosted by Cisco and its subcontractors and Cisco will not provide Customer with a copy of the User Profiles. Customer will be able to access User Profiles using the Cisco EMSP APIs.

2. Information about Users provided by third parties and other sources may be added to User Profiles as Customer and Cisco may mutually agree.

a) With the mutual agreement of Customer and Cisco, social profile information about Users who log into a Captive Portal or Native App using a social login ID will be added to the User Profile. Cisco may require Customer to license such social profile information directly from a social network or other third party.

b) Customer may request that Cisco add to the User Profiles information about Users that has been collected by Customer. Cisco will not be required to host User information the processing of which Cisco believes in its sole discretion does not comply with Section 4 or that may not be processed or stored by Cisco in compliance with applicable Privacy Laws.

c) Cisco makes no representations or warranties to Customer with respect to any social profile information or information from other sources.

- 3. Customer may use Cisco EMSP for the following purposes:
  - a) Personalization for visitors, including in-venue guidance and product/service finder;
  - b) Analytics and business intelligence for Customer;
  - c) Marketing by Customer on Customer's behalf, including proximity-based offers; and
  - d) Marketing by Customer on behalf of third parties who provide goods or services in a Customer Site.
- 4. Customer represents and warrants that:

a) Customer has and will maintain a privacy policy that (i) is available via a link on the landing page of the Customer's website, (ii) describes the collection and use of Customer Data under this Agreement, and (iii) discloses that Customer may track visitors using mobile device wireless information such as MAC addresses but such information will not be associated with a visitor's personal information without the visitor's consent.

b) Customer will comply with applicable app store policies regarding privacy policies and user consent for access to location and device data with respect to any Native Apps.

c) Prior to collecting any personal information through a Captive Portal, web/browser based app, or Native App, Customer will obtain consents from a User in accordance with the EMSP User Experience Guidelines and otherwise as may be required and in such form as necessary to comply with applicable Privacy Laws. The User Experience Guidelines are set out in Attachment 2 to this Data Privacy Section, directly following this Section.

d) Customer will not use Cisco EMSP to collect information from children under the age of 13 and will not use Cisco EMSP to create portals or apps that are targeting at children under the age of 13.

e) In the countries and territories in which Customer will use the Offering, Customer will comply with all applicable Privacy Laws.

f) Unless otherwise agreed by Cisco in writing, Customer will only use Cisco EMSP as provided in Section 3 above.

g) Notwithstanding the foregoing, Customer will not use Cisco EMSP for (i) delivery of third-party marketing offers that are unrelated to the Customer or a Customer Site, (ii) sharing of User Data with third parties without a User's Consent or (iii) real-time tracking of the location of Users, such as mapping individual User's location, that is unrelated to Customer's marketing or advertising to User or to otherwise enhancing User's customer experience.

5. In order to review Customer's compliance with this Section, at Cisco's request Customer will provide Cisco with a copy of its privacy policy and with access to the user screens that Customer uses to notify users of its privacy practices and obtain any consents to the collection and use of personal data.

6. Cisco represents and warrants that Cisco will process User Data in accordance with this Agreement and Cisco's privacy statement and in compliance with applicable law.

7. Customer consents to Cisco using, disclosing or otherwise processing User Data as reasonably necessary to operate Cisco EMSP and to provide the Offering (including sharing with suppliers Content and Submission Data necessary for such suppliers to provide EMSP or portions thereof to Customer, and including its suppliers collecting and using aggregate usage data that they may acquire in the ordinary course of providing all or part of the Offering, and use such data to provide, maintain, and improve the Offering), to exercise or protect Cisco's legal rights, and as required by applicable law. Cisco may use User Data on an aggregated basis for analytical purposes and disclose the results of the analysis provided that no User Data associated with specific Users is disclosed.

8. If Cisco uses a subcontractor for the provision of the Offering or the operation of EMSP, such subcontractor will only process User Data subject to a written agreement that complies with applicable Privacy Laws with respect to Cisco's use of subcontractors for the processing of User Data.

9. Customer agrees to indemnify, hold harmless and defend Cisco, its affiliates, directors, employees and agents from and against, and reimburse Cisco and each of such parties with respect to, any losses, damages, claims, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) related to or arising out of (i) an actual or alleged violation by Customer of Privacy Laws or Customer's privacy policies, (ii) an investigation by a government agency (such a consumer protection agency, industry regulator or data protection authority) into Customer's use of the Offering, (iii) breach of any duty owed by Customer to its Users, or (iv) any breach of any representation, warranty, covenant or agreement of Customer contained in or made pursuant to this Agreement.

10. "Privacy Laws" are defined as all applicable laws and regulations relating to privacy or the collection, use, storage and other forms of and processing of personal or consumer data, including where applicable guidance and codes of practice issued by any relevant supervisory authority.

11. In the event that legislation, governmental regulations, judicial or administrative bodies' decision, or an industry selfregulatory guideline (collectively, "Restrictions") limit or prohibit the use of the Offering or Cisco EMSP or collection or use of any User Data, or if, in a party's counsel's reasonable judgment, use of the Offering, Cisco EMSP or User Data would violate any such Restrictions, or would be materially more risky than as of the Effective Date, for reasons such as an investigation by a government agency such a data protection or consumer protection agency, either party may suspend the use of the Offering or the collection and use of User Data or terminate this Agreement and the Customer shall discontinue using the Offering and the User Data from Cisco EMSP.

12. Additional Terms applicable to transactions with Customers in Data Protection Countries only, where "Data Protection Countries" means the European Union member states, Norway, Iceland, Liechtenstein, Switzerland and other countries and territories that have adopted legislation substantially similar to EU Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data:

a) The following representations and warranties will apply:

1. Cisco will not use, disclose or otherwise process User Data other than (i) as reasonably necessary to operate Cisco EMSP and to provide the Offering, (ii) where instructed or permitted by Customer, (iii) to exercise or protect Cisco's legal rights or (iv) as required by applicable law.

2. Cisco will process User Data in compliance with all Privacy Laws that are directly applicable to Cisco.

3. Cisco will implement and maintain appropriate technical and organization measures intended to protect User Data against accidental loss, destruction or alteration, unauthorized disclosure or access, or unlawful destruction.

4. Cisco will cooperate as requested by Customer in writing to enable Customer to comply with any exercise of rights by a data subject under Privacy Laws with respect to User Data processed by Cisco under this Agreement and to comply with any inquiry, notice or investigation of Customer's compliance with Privacy Laws, provided that Customer will reimburse Cisco for the costs arising from this assistance.

b) Section 7 is deleted and replaced with the following:

7. Cisco may use User Data on an aggregated basis for analytical purposes and disclose the results of the analysis provided that no User Data associated with specific Users is disclosed

Controlled Doc. #EDM-120626500 Ver: 1.0 Last Modified:7/30/2015 9:14:39 PM Enterprise Mobility Services Platform Offer Description.doc c) Sections 7A and 7B are added as follows:

7A. Customer acknowledges that Cisco will use Cisco EMSP to process User Data as a "data processor" for Customer as such term is used in the data protection legislation of the European Economic Area member states and, where applicable, equivalent legislation in other countries and territories ((or as a Subprocessor where Customer acts as a processor of its own customer's Customer Data). Customer will be a "data controller" under the applicable data protection laws.

7B. Customer consents to the transfer of User Data to Cisco and its subsidiaries in the United States provided that Cisco maintains its certification of compliance with the U.S.-EU Safe Harbor Framework or complies with other measures required under Privacy Laws applicable to Customer with respect to transfers of personal data to countries that have not been deemed to have adequate protections for personal data.

d) Section 8 shall be amended so that if Cisco uses a subcontractor for the provision of the Offering or the operation of EMSP, such subcontractor will only process User Data as Cisco's sub-processor, and otherwise as set forth in Section 8.

## Attachment 1 to Data Privacy Section Enterprise Mobility Services Platform User Data Collected

#### Information Gathered Prior to End User Terms of Use Acceptance

Field Name	Source
Subscriber Id	Assigned from EMSP
User Agent Tokens	Pulled from Device
Created Date	Assigned from EMSP
MAC Address	Pulled from Device

#### Information Gathered After End User Terms of Use Acceptance

Field Name	Source
Email	Provided by User
First name	Provided by User
Last name	Provided by User
Created Date	Assigned from EMSP
Last Modified Date	Assigned from EMSP
Shared Preferences within customer and across app	Provided by User
Social Networks (List of social networks the user is	Provided by User
associated with)	
Gender	Provided by User
Age	Provided by User
FB ID	Provided by User
Google Plus ID	Provided by User
Twitter Profile URL	Provided by User
LinkedIn Plus ID	Provided by User
Cookie	Pulled from Device
Native Device & App UIDs (Unique Identifiers)	Pulled from Device
Custom Identities (If any)	Pulled from Device
App Ids (Apps installed by this device)	Pulled from Device

#### Notes:

1. Not all stated above attributes are always stored for every subscriber entry created. The fields stored are highly conditional on how the solution is implemented: app user, captive portal user, type of authentication implemented.

2. Any App related details collected here are limited to apps built on EMSP or apps embedded with EMSP SDK.

### Attachment 2 to the Data Privacy Section Enterprise Mobility Services Platform User Experience Guidelines

#### A. European Economic Area; Switzerland, and Other Data Protection Countries

An end-user must receive a sign-in prompt on their device in order to use the wif-fi access network. The prompt must meet the requirements described in these Guidelines.

- 1. The prompt will require end-user to agree to the Privacy Policy and the Terms of Use for the Internet access service by means of either:
  - a button that says "click to accept the privacy policy and terms of use for wi-fi access", or
  - unchecked check-box that says "I accept the privacy policy and terms of use for wi-fi access"
- 2. The prompt must include an active link to the Privacy Policy and Terms of Use.
- 3. The prompt must include the statement that:

Location information from your device will used to [personalize your experience at the stadium, give directions within the building, provide special offers while you are here and analyze how we can serve you better. See <u>privacy policy</u> for more information.

#### B. United States, and All Other Countries Not Covered by (A) Above

An end-user must receive a sign-in prompt on their device in order to use the wif-fi access network. The prompt must meet the requirements described in these Guidelines.

- 1. The prompt will require end-user to agree to the Privacy Policy and the Terms of Use for the Internet access service by means of either:
  - a button that says "click to accept the privacy policy and terms of use for wi-fi access", or
  - unchecked check-box that says "I accept the privacy policy and terms of use for wi-fi access"
- 2. The prompt must include an active link to the Privacy Policy and Terms of Use.

7.1.

#### EXHIBIT A

#### **GLOSSARY OF TERMS**

The following definitions will apply to this Offer Description and to the Offering. Any other definitions will be as provided in the remainder of this Offer Description. If there is a conflict between the definitions contained in this Offer Description and this Agreement, the definitions in this Offer Description will prevail.

API   Application Programming Interface     Business Day   The days of operation per week within the relevant region where the Offering shall be provided, excluding local holidays as observed by Cisco.     Captive Portal   See Section 7.1 (Data Privacy)     Advanced Services   See Glossary of Terms from Cisco.com; at www.cisco.com/go/servicedescriptions/     Cisco-Authorized Reseller   means a Cisco authorized reseller     Content   See Glossary of Cisco SaaS Agreement     Customer   The legal entity or individual purchasing the Offering under this Offer Description and associated Saa Agreement     Customer Site   A physical location owned or operated by Customer, such as a Customer store location (for a retail customer), or Customer hotel or stadium (for a hospitality or sports customer)     Customer Data   Means network data, including but not limited to MAC address, IP address, location information and device type, which Cisco processes in the course of making the Offering available to Customer.     Data Protection Countries   See Section 7.12 (Data Privacy)     Documentation   See Section 3.7     Guidelines   See Actachment 2 to Section 7 (Data Privacy)     Implementation Period   See Section 7.1 (Data Privacy)     Offer Description   See definition in the introduction to this Offer Description     Offer Description   See de	Term	Definition
Business Day   The days of operation per week within the relevant region where the Offering shall be provided, excluding local holidays as observed by Cisco.     Captive Portal   See Section 7.1 (Data Privacy)     Advanced Services   See Glossary of Terms from Cisco.com; at www.cisco.com/go/servicedescriptions/     Cisco-Authorized Reseller   means a Cisco authorized reseller     Content   See Glossary of Terms from Cisco.com; at www.cisco.com/go/servicedescriptions/     Customer   The legal entity or individual purchasing the Offering under this Offer Description and associated SaaS Agreement     Customer Site   A physical location owned or operated by Customer, such as a Customer store location (for a retail customer), or Customer hotel or stadium (for a hospitality or sports customer)     Customer Data   Means network data, including but not limited to MAC address, IP address, location information and device type, which Cisco processes in the course of making the Offering available to Customer.     Data Protection Countries   See Section 7.12 (Data Privacy)     Documentation   See Glossary of Terms from Cisco.com; at www.cisco.com/go/servicedescriptions/     EmsP   See definition in Introduction Section     EmsP   See definition in the introduction to this Offer Description     Gidelines   See Actachment 2 to Section 7 (Data Privacy)     Indiret Ansop   See Section 7.1 (D	Agreement	See definition in the introduction to this Offer Description
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Advanced Services   See Glossary of Terms from Cisco.com; at www.cisco.com/go/servicedescriptions/     Cisco-Authorized Reseller   means a Cisco authorized reseller     Content   See Glossary of Cisco SaaS Agreement     Customer   The legal entity or individual purchasing the Offering under this Offer Description and associated SaaS Agreement     Customer Site   A physical location owned or operated by Customer, such as a Customer store location (for a retail customer), or Customer hotel or stadium (for a hospitality or sports customer)     Customer Data   Means network data, including but not limited to MAC address, IP address, location information and device type, which Cisco processes in the course of making the Offering available to Customer.     Data Protection Countries   See Glossary of Cisco SaaS Agreement     Emergency Maintenance   Means an unplanned and/or unscheduled period of time during which Cisco or its suppliers perform maintenance.     EMSP   See definition in Introduction Section     Enterprise Connection   See Section 3.7     Guidelines   See Attachment 2 to Section 7 (Data Privacy)     Implementation Period   See Section 7.1 (Data Privacy)     Offer Description   See definition in the introduction to this Offer Description     Offer Description   See definition in the introduction to this Offer Description     Offer	Business Day	Offering shall be provided, excluding local holidays as observed by
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Scheduled Maintenance	Restrictions	See Section 7.11 (Data Privacy)
Scheduled Maintenance Means a planned, defined and scheduled period of time during which	Scheduled Down Time	
	Scheduled Maintenance	Means a planned, defined and scheduled period of time during which

	Cisco or its suppliers perform routine maintenance on an Offering
Services	See Section 5.1 of this Offer Description
Services Not Covered	See Section 5.2 of this Offer Description
Severity and Escalation Guidelines	See Section 5.2 of this Offer Description
SLA	See Section 6.1 of this Offer Description
Submission Data	See Glossary of Cisco SaaS Agreement
Standard Business Hours	See Glossary of Terms from Cisco.com; at www.cisco.com/go/servicedescriptions/
Sub-processor	Means any sub-contractor that processes Personal Data on behalf of Customer. References to the Agreement will be construed as including this Data Protection Annex
TAC	See Section 5.5 of this Offer Description
Updates	See Section 5.5 of this Offer Description
User	See Glossary of Cisco SaaS Agreement
User Data	See Section 7.1 (Data Privacy)
User Profile	See Section 7.1a (Data Privacy)