



## Service Description for Cisco Marketplace on Demand

This document describes the Marketplace on Demand Offering sold by Cisco Systems, Inc. and Cisco Approved Source.

### Service Description

Upon payment of the Charges, Cisco shall provide the Cisco Marketplace on Demand instance and access (the "Offering") as described in this document (the "Service Description"). The Offering may also be referred to in some documents as the "Services".

### Governing Agreement

This Service 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 Approved Source, this document is for informational purposes only except for Exhibit G, Section A, Data Privacy which the Cisco Approved Source 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 Approved Source. Such Cisco Approved Source 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/](http://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 accompanying Order will reference this Service Description and will detail the quantity, type, pricing, payment terms, and any applicable base and/or burst capacity commitments by 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 Service Description. If there is a conflict between the Agreement and this Service Description, this Service Description will take priority over the Agreement.

### Defined Terms

Unless otherwise defined in the body of this Service Description, capitalized terms used in this Service Description are defined in the Glossary of Terms attached as **Exhibit A**, in the Order, or in the Agreement.

### Responsibility Apportionment

In any table apportioning responsibility, if both boxes are marked, then each party shall be responsible for that task. If a box is labeled as "Assist" it means that the party will provide reasonable assistance and information to the responsible party to perform that task or responsibility.

## 1. Overview

### 1.1. Offering Overview:

<b>Offering:</b>	The Offering is a platform for Customers to host a Marketplace for their customer ecosystem. The Customers can showcase Products and services and collaborate with Partners and End Users.
<b>Delivery:</b>	The Offering is delivered via SaaS from the internet and is hosted in a public or third party cloud.
<b>Access:</b>	Customers who purchase the Offering will gain access to their own Marketplace. Where the Offering is Cisco branded, Customer may invite their partners who are also Cisco partners with a current Cisco Partner Agreement to join their Marketplace; if the Offering is Customer-branded, Customer may invite any partners they wish. All

such partners invited to the Customer's Marketplace, who accept the invitation and register, will then have the right to use, access and manage their own Partner Estore through the platform. Anyone may access the platform to review products and services; those who enter their contact information are known as End Users.

**Third Party:** Cisco licenses and manages the content management system ("CMS") portion of the platform through a vendor managed CMS solution. Cisco reserves the right to change the provided UI agent and features. Cisco licenses the underlying technology for certain functionality of the Offering.

**Content Ownership:** As between Cisco, Customer, Partners and End Users, each party shall retain ownership of their respective Content. Each party may have access to the Content of other parties provided via the Offering, subject to the Marketplace Terms and Conditions available via link on the Marketplace website. Ownership of the respective Content remains with its respective owners and no rights to another party's Content are transferred via access through the Offering or by any other means. Cisco retains access rights to Content for Cisco's benefit, subject to **Section G** herein.

- 1.2. The Offering includes the following functionality:
- a. Web application and administration support;
  - b. The Marketplace may be localized in the following languages: English; Spanish; Portuguese; Arabic; Turkish; Bahasa; Simplified Chinese;
  - c. Content management provided via the CMS;
  - d. Email notifications to Partners, Customers, End Users and Administrators;
  - e. Management of Content and modules in the Offering by Administrators via the CMS;
  - f. Support of a catalogue of services and Cisco Products selectable by Customer and Partners via the CMS;
  - g. Ability for End Users to publish projects within the Marketplace which are quotable by Partners. [End User can post IT projects (product SKUs, diagram, etc) allowing Partners to bid on the project];
  - h. SSO feature available for login for Partners and Customers;
  - i. Partners and Customers can login to the Offering and maintain their Estore and transactions;
  - j. Reports measuring campaign performance and End User activity.
- 1.3. Products and services that are not expressly set forth in this Service Description are excluded from the Offering, including, without limitation, the following
- a. Customer's connectivity to the internet, connectivity between Customer sites, or any equipment necessary for Customer to establish such connectivity.
  - b. Any Customer premises equipment
  - c. Those items listed as Customer responsibility in this Service Description.
  - d. Performance by Cisco of any on-site services.
  - e. Other than any third-party software provided by Cisco as part of the Offering, anything in the List of Services Not Covered located at:  
[http://www.cisco.com/web/about/doing\\_business/legal/service\\_descriptions/index.html](http://www.cisco.com/web/about/doing_business/legal/service_descriptions/index.html)
- 1.4 **Changes to the Offering.** Cisco may change the Offering at any time and at its sole discretion, provided such change does not materially reduce the features or functionality of the Offering.

## 2. Components

### 2.1. Infrastructure and Software. Cisco Provides:

- a. A multi-tenant web application built upon a content management system
- b. Websites that have SSL certificate enabled.

### 2.2. Offering Activation and Offering Support Operations. Cisco will

- a. Provision the Marketplace and give Customer access to the platform;
- b. Provide training materials for Administrators, Partners and End Users;
- c. Provide localization for languages currently supported;
- d. Configure Product catalog;
- e. Setup web analytics KPIs for reporting as set forth in Section 2.3;
- f. Provide access to customer enablement support by phone or Webex for up to 10 hours for initial core configuration (additional hours available for a fee);
- g. Use commercially reasonable efforts to ensure that the Offering's infrastructure is current to industry standard security patches; and
- h. Provide the opportunity to export Customer's Content for the Customer upon termination or expiry pursuant to the terms of the Agreement.

**2.3 Reports.** Cisco will provide the Customer web analytics reports. This may include details around aggregate or anonymized visitors, bounce and exit behavior, conversion goals, and anonymized campaign metrics.

### 3. Infrastructure and Administration Responsibilities

- 3.1. Infrastructure and System Administration.** The parties agree that the relevant party, as indicated by an X in the appropriate column, will have the primary, or sole, responsibility for the tasks in the tables below.

#### Infrastructure

Responsibility or Tasks for Life Support Activities	Customer	Cisco
SSL certification and website maintenance		X
Support for Cisco's SSO user authentication		X
Platform upgrades and maintenance		X

#### System Administration

Responsibility or Tasks for System Administration	Customer	Cisco
Customer's connectivity to the internet, connectivity between Customer sites, or any equipment necessary for Customer to establish such connectivity	X	
Provide Administrator access to the CMS		X
Manage Partner, Customer and Administrator access to the Offering	X	X
Define End User permissions based on registered user type	X	
Manage release cycles, maintain the availability of website		X
Modify the webpages, add images, product catalogue updates	X	X

- 3.2. Offering Change Management.** Cisco has established change management processes and will plan and implement changes to the Offering accordingly. Customer requested elective or optional changes to Customer's Marketplace shall be handled during initial configuration by Cisco's customer enablement team per Section 2.2. The responsibilities of the parties for change management are as follows:

Responsibility or Task	Customer	Cisco
Notify the Customer, Partners and End Users of changes to the platform that could materially impact the use of the Marketplace. Cisco will attempt to notify the Customer at least 48 hours in advance of changes outside the normal Maintenance Window. Customers are responsible for notifying the End Users and Partners.	X	X
Create change plan identifying risks and associated mitigation tasks.		X
Notify Customer of updates or changes that require Customer action/support		X

Notify End Users and Partners of new functionality, steps required to setup new capabilities (if any), and instructions on use	X	
Notify of Maintenance Windows; Cisco to notify Customer; Customer to notify End Users and Partners	X	X

#### 4. Offering Activation Responsibilities and Offering Support Operations Responsibilities

- 4.1. **Service Activation Responsibilities.** Service Activation is the process to make the Offering ready for use by Customer. The responsibilities for Service Activation are as follows:

Provisioning Activities	Customer	Cisco
Core Offering upgrades, patching and configuration		X
Administrator access creation for CMS		X
Customer/Partner/Administrator access validation		X
Configuration and testing to ensure readiness for End User access		X
Upload new Products/services and refresh prices of old Products and services		X
Register new Partners and Customers for the Offering	X	Assist
Provide support for the End Users of the Offering	X	X
Set up Partner Estore for the Products Partners are willing to sell	X/Partner	Assist

- 4.2. **Service Support Operations Responsibilities--Incident Management.** Cisco will monitor the Offering and provide support to Customer for Incidents that may adversely affect the availability of the Offering. When an Incident is reported or discovered, the parties will work together to resolve the Incident. Resolution is complete when functionality is restored to the Offering or when Cisco makes a recommendation to the Customer to remediate the Incident. The parties' responsibilities for addressing incidents are as follows:

Responsibility or Task	Customer	Cisco
Monitor the performance of the Offering and respond to alerts generated by the operating environment		X
Investigate alerts when triggered during applicable support. If required, log the issue as an Incident, notify Customer, and begin Incident management process.		X
Confirm the issue is not related to Customer's network or application environment, or Customer's third party providers (e.g. applications or internet connectivity).	X	
Provide up-to-date phone number, email to which to submit Incidents.		X
Send notification to Customer of an Incident using the contact information provided.		X
Troubleshoot the Incident		X
Communicate status of Incident resolution efforts to Customer		X
Communicate status of Incident to End Users and Partners	X	
Make commercially reasonable efforts promptly to implement Incident resolution or Workaround plan		X
Close the Incident when it is Resolved and communicate status to Customer		X

- 4.3. **Service Support Operations Responsibilities--Problem Management.**

Responsibility or Task	Customer	Cisco
Analyze Incident trend to identify patterns and group recurring Incidents into Problem(s)		X
Provide reasonably requested additional details on Incidents (e.g. other activities occurring, third party software interactions, etc.),		X
Conduct a root cause analysis of Problems	Assist	X
Conduct testing to determine root cause of Problem(s)	X	X
Propose and create Workaround solutions or patches for the Offering		X
Create maintenance releases and make them available to Customer		X
Implement updates or maintenance releases to the application		X
Schedule and make available an ad hoc maintenance window to implement Changes to resolve Problems with the Offering platform.	X	Assist
Implement changes to the Offering to resolve Problems		X

## 5. General Customer Responsibilities

- 5.1. Customer shall supply Cisco with all reasonably requested and reasonably necessary information and assets to allow Cisco to supply the Offering to the Customer.
- 5.2. Unless explicitly agreed upon in a separate contract, the Customer shall not have administrative access to the Offering infrastructure. Accordingly, Customer will not be able to upgrade or patch or add third party software to the core system. Customer shall have limited administrator access (CMS administrator) to the application in support of core aspects including, but not limited to, adding users and managing user privileges.
- 5.3. Customer is responsible for obtaining all approvals and licenses required by any third parties related to Customer's platform beyond the delivered Offering. Cisco shall not be in default of its obligations to the

extent that it cannot provide the Offering either because such approvals have not been obtained or because any third party prevents Cisco from providing the Offering.

- 5.4. Customer has control of their Content uploaded to the Offering, and is best positioned to protect against loss, damage, or destruction. Accordingly, Customer is responsible for assigning Partners and End Users the proper roles and moderating Partner and End User Content.
- 5.5. Customer is solely responsible for obtaining necessary export permits and authorizations, if any, prior to Customer's transferring or exporting Content from one country to another.
- 5.6. If Customer whitelabels the Offering, the terms of Exhibit B, Additional Whitelabeling Terms, shall apply to the Customer.

## **6. Glossary of Terms**

See Exhibit A, attached and made a part of this Service Description.

## **7. Additional Whitelabeling Terms**

See Exhibit B, attached and made a part of this Service Description.

## **8. Reserved**

[Exhibit C Intentionally Omitted].

## **9. Pricing**

See Exhibit D, attached and made a part of this Service Description.

## **10. Reserved**

[Exhibit E, Intentionally Omitted.]

## **11. Reserved**

[See Exhibit F, Intentionally Omitted.]

## **12. Additional Terms**

See Exhibit G for additional terms and conditions related to the Offering.

## **13. Governance**

The parties will engage in governance activities such as Customer satisfaction, status of changes, Incident and Problem reviews, and similar activities as provided in the Agreement.

**EXHIBIT A****GLOSSARY OF TERMS**

The following definitions will apply to this Service Description and to the Order in connection with the Offering. Any other definitions will be as provided in the Service Description, in the Order, or in the Agreement. If there is a conflict between the definitions contained in this Service Description and the Agreement, the definitions in this Service Description will prevail.

Term	Definition
<b>Assist</b>	Means the relevant party shall provide reasonable assistance to the other party to resolve Problems
<b>Charges</b>	The total fees payable by Customer to Cisco for the Offering, which may include Monthly Offering Charges, and disconnections, a la carte charges, and other fees as applicable and provided in the Order or this Service Description.
<b>Content</b>	Means software (including machine images), data, text, audio, video, images or other content.
<b>Customer</b>	The party subscribing to the Offering via a periodic license to use the platform to host a Marketplace for their downstream Partners and End Users
<b>Administrator</b>	The user and/or role that has privileges for managing the Customer instance of the Offering including, but not limited to, adding users and managing branding.
<b>End User</b>	A user, which may be a third-party, is the “buyer” of products and services on the Marketplace. An End User includes any person or entity who provides their personal data for the purpose of receiving information, connecting or collaborating on Customer’s Marketplace on Demand instance.
<b>Estore</b>	Partner-specific aspect of Customer’s Marketplace allowing for customization of product offerings, transaction tracking and End User interaction.
<b>Incident</b>	Any event that is not part of the standard operation of the Service Pack and that causes or may cause an interruption to, or reduction in, the quality of the Offering.
<b>Maintenance Window</b>	Brief pre-planned periods during which Cisco will implement system updates or upgrades
<b>Marketplace</b>	The Customer-dedicated instance of services and functions included in the Offering.
<b>Monthly Offering Charges</b>	The fees owed by Customer to Cisco for the Offering for each Offering Month they are provided.
<b>Partner</b>	Where the Offering is Cisco branded, an entity with a current Cisco Partner Agreement that has joined the Customer’s Marketplace via invitation; where the Offering is not Cisco branded, an entity invited by the Customer that has joined the Customer’s Marketplace. Partners are the sellers of products and services on the Marketplace and are typically part of an existing partner ecosystem leveraged by the Customer.
<b>Partner Agreement</b>	An agreement between Cisco and an entity making that entity a Cisco partner
<b>Problem</b>	An error or other non-conformance in the Offering that is causing Incidents.
<b>Product</b>	Cisco products and services
<b>Resolve</b>	An Incident or a Problem has been Resolved when the Offering is once again fully and properly functioning as described in this Service Description.
<b>SaaS</b>	Software as a Service – software delivered via the Internet
<b>Workaround</b>	To restore functionality of the Offering (which could include changes) or to reduce the priority level of the Incident

## **EXHIBIT B**

### **Additional Whitelabel Terms**

Additional whitelabel terms to be provided upon request. This Offering shall be licensed for whitelabel purposes only after such additional terms have been accepted and implemented



**EXHIBIT F****PRICING****Marketplace on Demand Options****Option 1: Base MoD Platform Subscription Offering**

- Offer includes: *(charged in USD per quarter)*
  - MOD platform hosted by Cisco or its third party provider with the following elements:
    - Customizable CMS platform
    - Standard platform training (up to three (3) days included at no additional charge) and documentation
    - Cisco catalogue support (both in English and local required languages for supported languages)
    - Web analytics reporting per the Services Description
- Excludes:
  - Cisco Products & services marketing campaigns
  - Sales reporting & closing support
  - Website administration activities, such as End User support, Content updates, and catalog management.
  - Site customization
- Customer responsible for:
  - Selecting Products / services for catalogue display & campaigns
  - Business management, partner selection & management, sales reporting & closing
  - All site marketing

**Option 2: MoD Platform Plus Go-to-Market operations Subscription Offering**

- Offer Includes: *(charged in USD per quarter)*
  - MoD platform hosted by Cisco or its third party provider with the following elements:
    - Customizable CMS platform
    - Standard platform training (up to three days included at no additional charge) and documentation
    - Cisco catalogue support (both in English and local available languages for supported languages)
    - Web analytics reporting per the Services Description
    - Cisco Products & services marketing campaigns (for Cisco branded Offering)
    - Sales reporting & closing support
- Excludes:
  - Website administration activities, such as End User support, Content updates, and catalog management
  - Site customization
- Customer responsible for:
  - Selecting Products / services for catalogue display & campaigns
  - Business management, partner selection & management
  - Site marketing other than Cisco products/svcs as set forth above

**EXHIBIT G****Marketplace on Demand Additional Terms and Conditions****Section A, Data Privacy**

In addition to data privacy terms set forth in the Agreement, this Section contains the terms under which each of Cisco and the Customer will protect data, including personal data, obtained in connection with the Offering 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. Use and protection of data
  - 1.1. As Data Processor and on behalf of the Customer, Cisco will collect End User contact information provided by an End User at the time of a request by End User seeking a quote, a partner contact, or a project collaboration, including End User's name, address, phone number email, and employer's name, (collectively, "User Data") and obtain consent for same ("Consent").
  - 1.2. Customer may use, and may only permit Partners to use, User Data in connection with the Offering for the following purposes:
    - a) Facilitating End User's request for a quote, partner contact or project collaboration, including (i) sharing with Partners in the Offering's ecosystem who could answer such End User request, and (2) providing sales and marketing materials reasonably related to End User's request;
    - b) Tracking downstream bookings of End Users for purposes of reporting for, Cisco and the Customer; and
    - c) To permit Cisco (including its suppliers, if any) to use User Data in the Customer's Marketplace as reasonably necessary to provide, maintain, and improve the Marketplace.
  - 1.3. Customer represents and warrants that:
    - a) Customer will comply, and will require its Partners to comply, with Cisco's privacy policy and the provisions of this Exhibit G.
    - b) Customer will not use the Offering to collect information from children under the age of 16.
    - c) In the countries and territories in which Customer will use the Offering, Customer will comply with all applicable Privacy Laws.
    - d) Unless otherwise agreed by Cisco in writing, Customer will only use the Offering as provided in Section 1.2 above.
    - e) Notwithstanding the foregoing, Customer will not use the Offering for sharing of User Data with third parties without an End User's Consent.
  - 1.4. 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.
  - 1.5. Customer consents to Cisco using, disclosing or otherwise processing User Data Content in the Customer's Marketplace as reasonably necessary to provide, maintain and improve the Offering (including sharing with suppliers, if any, Content and Submission Data necessary for such suppliers to provide all or part of the Offering).
  - 1.6. 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 End Users is disclosed.
  - 1.7. Customer acknowledges that in connection with the provision of the Offering Cisco will 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.

- 1.8. If Cisco uses a subcontractor for the provision of the Offering, 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.
- 1.9. 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 End Users, or (iv) any breach of any representation, warranty, covenant or agreement of Customer contained in or made pursuant to this Agreement.
- 1.10. "Privacy Laws" are defined as all applicable US federal or state and foreign laws and regulations relating to privacy or the collection, use, storage and other forms of processing of personal or consumer data, including where applicable guidance and codes of practice issued by any relevant supervisory authority.
- 1.11. In the event that legislation, governmental regulations, judicial or administrative bodies' decision, or an industry self-regulatory guideline (collectively, "Restrictions") limit or prohibit the use of the Offering or collection or use of any User Data, or if, in a party's counsel's reasonable judgment, use of the Offering or User Data would violate any such Restrictions, or would be materially more risky than as of the Offering activation, 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.

## **Section B, Use Limitations**

1. Customer will not retain any rights in or to the Offering or the User Data. Customer may not break up the Offering or User Data or resell components of the Offering or User Data.
2. Customer may not transfer, relicense, or sublicense the Offering or User Data except as permitted herein.
3. Except as explicitly set forth herein, Customer may not resell, distribute, or use on a timeshare, outsourced, or service bureau basis the Offering or User Data.
4. Customer must provide access to the Offering to Partners and End Users under terms of use that:
  - (i) indicate that Customer offers the Offering to End Users and is in privity of contract with Users, and that Cisco has no liability to Partners or End Users;
  - (ii) require Partners to abide by the use limitations in the Agreement including this Service Description;
  - (iii) comply with all applicable laws including relevant copyright laws;
  - (iv) comply with the terms of the Agreement, as relevant.