

End User Subscription Agreement

1. Scope and applicability

- 1.1 These terms (the “**End User Subscription Agreement**”) are between You and DCC and govern Your access to, and use of, Cisco Secure Access China operated by Digital China Cloud Technology Limited, and incorporate the Offer Description (the End User Subscription Agreement and the Offer Description are hereinafter referred to as the “**Agreement**”). The Agreement is applicable to Your Order. Capitalized terms are defined in section 14 (Definitions).
- 1.2 You agree to the Agreement by accessing or using the Offer, finalizing Your Order or through Your express agreement, whichever happens first. The Agreement applies independently of any contract You may have with Your Partner.
- 1.3 You understand and agree that the Offer provided to You by DCC under the Agreement is based on the technology licensed to DCC by Cisco International Limited (“Cisco”). The Offer’s underlying technology is developed and maintained by Cisco and its Affiliates but the Offer is operated and provided to You by DCC for use within mainland China and Cisco and its Affiliates are not a party to this Agreement.

2. Use Rights

- 2.1 **License and right to use.** DCC grants You, for Your direct internal business benefit, a non-exclusive right and license to use and access the Offer only in mainland China in accordance with this Agreement, Your Order or as otherwise agreed in writing with DCC (collectively, the “**Use Rights**”). Your Use Rights are non-transferable.
- 2.2 **Limits on usage.** You may not:
 - (a) transfer, sell, sublicense, monetize or provide the functionality of the Offer to any third party, except as authorized in writing by DCC;
 - (b) remove, change, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks from the Offer;
 - (c) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of the Offer; or
 - (d) use DCC Content other than as reasonably needed to exercise Your Use Rights.
- 2.3 **Acceptable use.** You will ensure Your access or use of the Offer does not:
 - (a) violate applicable laws or the rights of any third party; or
 - (b) impede or interfere with the security, stability, availability or performance of the Offer, or any other network or service (e.g., denial-of-service attacks, penetration testing or distribution of malware).
- 2.4 **Suspension.** DCC may suspend Your access to the Offer if it reasonably believes that You or an Authorized User have materially breached sections 2.2 (Limits on usage) or 2.3 (Acceptable use).
- 2.5 **Use by third parties.** If You permit Authorized Users to access the Offer on Your behalf:
 - (a) You will make sure all Authorized Users follow the Agreement; and
 - (b) You are liable for any breach of the Agreement by an Authorized User.
- 2.6 **Use with third party products.** DCC does not support or guarantee integration with third party technologies or services unless they are included as part of the Offer or agreed in writing by DCC.
- 2.7 **Changes to the Offer.** DCC may change the Offer, typically to enhance the Offer or add features. These changes will not materially reduce the core functionality of the affected Offer during the Use Term.
- 2.8 **Maintaining the Offer.** DCC may occasionally perform maintenance of the Offer which may disrupt the performance or availability of the Offer. DCC will provide advanced notice of planned maintenance when reasonably possible. If DCC performs emergency maintenance without notice, it will take reasonable steps to reduce any disruption of the Offer.
- 2.9 **Open-source technology.** Separate license terms apply to third party open-source technology used in the Offer. As long as You use the Offer according to these End User Subscription Agreement, DCC’s use of open-source technology in the Offers will not impede Your exercise of Use Rights or cause Your software to become subject to an open-source license.

3. Free trials

- 3.1 **Accessing Free Trials.** Your Approved Source may let You access or use the Offer on a trial, evaluation, beta or other free-of-charge basis (“**Free Trial**”). You may only access or use the Free Trial for the period specified (“**Free Trial Period**”) and under any additional terms specified by Your Approved Source in writing. If Free Trial is allowed in writing by your Your Approved Source but no Free Trial Period is specified, You may only access or use the Free

Trial for 60 days after the Free Trial is available to You. Free Trials may not come with support and may be incomplete or have errors. Unless agreed in writing by DCC, You will not use the Free Trial in a production environment.

3.2 **Ending Free Trials.** Your Approved Source may change or terminate a Free Trial at its discretion with written notice.

3.3 **Continued use and disclaimer.**

Unless agreed by DCC in writing or required by law, Free Trials are provided “AS-IS” without any express or implied warranties.

4. End of life

4.1 **Notification.** DCC may end the life of the Offer by providing notice on the Offer webpage located at: www.ciscosecureaccess.cn.

4.2 **Pre-paid Subscriptions.** If Your Approved Source has prepaid a fee for Your use of the Offer that is end of life before Your then-current Use Term ends, DCC through your Approved Source will refund the unused balance of fees actually paid to DCC for the Offer to the Approved Source that purchased from DCC once You Return the Offer. You are responsible for ensuring that Your Approved Source passes along such refund to You.

4.3 **EOL Refund.** Refunds issued under section 4.2 (Pre-paid Subscription) are calculated from the last date the Offer is available to the end of the applicable Use Term. This is Your sole remedy if DCC ends of life the Offer.

5. Paying Your Approved Source

You will pay Your Approved Source all amounts due under Your Orders, including fees for additional consumption of the Offer. Where You may have the right to claim a refund under the End User Subscription Agreement, You are responsible for ensuring that Your Approved Source passes along such refund to You.

6. Confidentiality

6.1 **General obligation.** A recipient of Confidential Information will protect that Confidential Information using the same standard of care it uses to protect its own confidential information of a similar nature, but no less than a reasonable standard of care. This section 6 (Confidentiality) will not apply to information which:

- (a) is known by the recipient without confidentiality obligations;
- (b) is or has become public knowledge through no fault of the recipient; or
- (c) is independently developed by, or for, the recipient.

6.2 **Permitted recipients.** A recipient of Confidential Information will not disclose Confidential Information to any third party, except to its employees, Affiliates and contractors who need to know. The recipient is liable for a breach of this section 6 by its permitted recipients and must ensure each of those permitted recipients have written confidentiality obligations at least as restrictive as the recipient's obligations under the End User Subscription Agreement.

6.3 **Required disclosures.** The recipient may reveal Confidential Information if required by law (including under a court order) but only after it notifies the discloser in writing (if legally permissible). A recipient will reasonably cooperate with a discloser's reasonably requested protective actions, at the discloser's expense.

6.4 **Returning, destroying and retaining Confidential Information.** The recipient will return, delete or destroy all Confidential Information and confirm in writing it has done so within 30 days of the discloser's written request unless retention is required by law or Confidential Information has been stored in a backup system in the ordinary course of business. Retained Confidential Information will continue to be subject to this section 6 for five years, or until the Confidential Information is no longer a trade secret under applicable law.

7. Privacy and security

7.1 DCC respects Your Data and will access and use Data in accordance with the Offer Privacy Data Sheet and applicable privacy laws.

7.2 DCC has implemented measures and policies to maintain appropriate administrative, physical and technical safeguards designed to protect the security, confidentiality and integrity of Your Customer Content and Personal Data.

7.3 You will ensure Your use of the Offer (including collection, processing and use of Customer Content with the Offer) complies with privacy and data protection laws applicable to the Offer, including industry-specific requirements. You are also responsible for providing notice to, and getting consents from individuals whose data may be collected, processed, transferred and stored through Your use of the Offer.

8. Ownership of intellectual property

8.1 Nothing in the End User Subscription Agreement transfers ownership in any intellectual property rights. As between You and DCC, You keep ownership of Customer Content and DCC keeps ownership of the Offer and DCC Content.

- 8.2 DCC may freely use any feedback You provide in connection with Your use of the Offers. Any such feedback will not be deemed Your Confidential Information.

9. Intellectual property indemnity

- 9.1 **Claims.** DCC or its relevant licensor will defend any third-party claim against You asserting that Your valid use of the Offer infringes a third party's patent, copyright or registered trademark (the "**IP Claim**"). DCC will indemnify You against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, if You:

- (a) promptly notify DCC in writing of the IP Claim (but failure to promptly notify DCC only limits DCC's obligations to the extent it is prejudiced by the delay);
- (b) fully cooperate with DCC or its relevant licensor in the defense of the IP Claim; and
- (c) grant DCC or its relevant licensor the right to exclusively control the defense and settlement of the IP Claim, and any appeal.

DCC does not have to reimburse You for attorney fees and costs incurred before DCC receives notification of the IP Claim. You may retain Your own legal representation at Your own expense.

- 9.2 **Additional remedies.** If an IP Claim prevents or is likely to prevent You from accessing or using the Offer, DCC will either get the right for You to continue using the Offer or replace or modify the applicable Offer with non-infringing functionality that is at least equivalent. If DCC determines those options are not reasonably available, then DCC will provide a prorated refund for the impacted DCC Offer.

- 9.3 **Exclusions.** DCC has no duty regarding any IP Claim to the extent based on:

- (a) any designs, specifications or requirements provided by You, on Your behalf or by a third party;
- (b) modification of the Offer by You, or on Your behalf;
- (c) the amount or duration of use made of the Offer, revenue You earned, or services You offered;
- (d) combination, operation, or use of the Offer with products, software, content or business processes not approved by DCC, including other DCC products or services;
- (e) You use a version of the Offer which is not the most up to date version provided by DCC; or
- (f) Your failure to change or replace the Offer as required by DCC.

- 9.4 To the extent allowed by law, this section 9 states Your only remedy regarding an IP Claim against You.

10. Performance standards

- 10.1 **Warranties.** DCC warrants that the Offer starting from the date the Offer is made available to You for the duration of the services (a) substantially complies with the Documentation, and (b) DCC warrants it will use commercially reasonable efforts and methods to deliver the Offer free from Malicious Code. To make a claim for breach of these warranties, promptly notify both DCC and Your Partner (if they are Your Approved Source) within the warranty period.

10.2 Qualifications

- (a) You may have legal rights in Your country that prohibit or restrict the limitations set out in this section 10. This section 10 applies only to the extent permitted under applicable law.
- (b) Section 10.1 does not apply if Your breach of the End User Subscription Agreement contributes to the breach of warranty, or if the Offer:
 - (1) has not been used according to its Documentation;
 - (2) has been altered, except by DCC or its authorized representative;
 - (3) is provided under a Free Trial; or
 - (4) has not been provided by an Approved Source.
- (c) Your sole remedy for breach of a warranty under section 10.1 is, at DCC's option, either:
 - (1) repair the Offer; or
 - (2) a refund of either: the fees paid for the period in which the Offer did not conform. You are responsible for ensuring that Your Approved Source passes along such refund to You.
- (d) **Except as provided in section 10.1 above, and to the extent allowed by law, DCC makes no express or implied warranties of any kind regarding the Offer. This disclaimer includes any warranty, condition or other term as to merchantability, merchantable quality, fitness for purpose or use, course of dealing, usage of trade, or non-infringement. DCC does not warrant that the Offer will be secure, uninterrupted or error-free.**

11. Liability

- 11.1 **Excluded liability.** Neither party is liable for:

- (a) indirect, incidental, reliance, consequential, special or exemplary damages; or
 - (b) loss of actual or anticipated revenue, profit, business, savings, data, goodwill or use, business interruption, damaged data, wasted expenditure or delay in delivery (in all cases, whether direct or indirect).
- 11.2 **Liability cap.** Each party's entire liability for all claims relating to the Agreement will not exceed the fees paid to DCC for the Offer in the 12 months before the first incident giving rise to such liability. This cap is cumulative for all claims (not per incident) and applies collectively to each party and its Affiliates (not per Affiliate).
- 11.3 **Unlimited liability.** Nothing in this section 11 limits or excludes liabilities that cannot be excluded or limited under applicable law, or for:
- (a) bodily injury or death resulting directly from the other party's negligence;
 - (b) fraudulent misrepresentation or wilful misconduct;
 - (c) breach of confidentiality obligations, unless the breach relates to section 7 (Privacy and security);
 - (d) failure to pay for fees related to the Offer;
 - (e) misuse or misappropriation by a party of the other party's intellectual property rights; or
 - (f) failure to comply with export control obligations.

12. Termination

- 12.1 **Material breach.** Either party may provide written notice to the other party if the other party materially breaches the Agreement, or any written terms otherwise agreed under an affected Order. If the breach remains uncured after 30 days of the date of that notice, the non-breaching party may immediately terminate the affected Orders, in whole or in part.
- 12.2 **Termination for Compliance with Laws.** DCC may terminate the Agreement and affected Orders immediately upon written notice if continued provision of the Offer will result in a violation of section 13.7 (Compliance with Laws).
- 12.3 **Termination for Changes in Circumstances and Changes in Laws.** DCC may terminate the Agreement if: (a) DCC no longer operates the Offer in China; (b) DCC is unable to continue to provide the Offer without modification; (c) changes in applicable laws and regulations or the interpretation thereof cause DCC to reasonably believe that the Offer may conflict with any such laws and regulations; or (d) DCC ends of life the Offer in accordance with section 4 (End of Life).
- 12.4 **Effect of termination or expiration.**
- (a) You will Return the Offer at the end of Your Use Term or upon termination of an Order.
 - (b) If DCC terminates the Agreement under sections 12.2 and 12.3 or if You terminate the Agreement under section 12.1 before the end of Your then-current Use Term, and if Your Approved Source has pre-paid a fee for Your use of the Offer, as your sole remedy for such termination, DCC will refund the unused balance of fees actually paid DCC for the Offer to Your Approved Source or You (if DCC is the Approved Source) once You Return the Offer. The refund amount will be calculated from the effective date of the termination to the end of Your Use Term.

13. General provisions

- 13.1 **Survival.** Sections 5 (Paying Your Approved Source), 6 (Confidentiality), 7 (Privacy and security), 8 (Ownership of intellectual property), 9 (Performance standards), 10 (Liability), 11 (Termination), 12 (General provisions), and 13.7 (Compliance with Laws) survive termination of the Agreement.
- 13.2 **No agency.** The Agreement do not create any agency, partnership, joint venture, or franchise relationship.
- 13.3 **Assignment and subcontracting.**
- (a) Except as set out below, neither party may assign or novate the Agreement in whole or in part without the other party's written consent which will not be unreasonably withheld.
 - (b) DCC may subcontract any performance associated with the Offer to third parties if such subcontract is consistent with the Agreement and does not relieve DCC of any of its obligations under the Agreement.
- 13.4 **Third party beneficiaries.** The Agreement do not grant any right or cause of action to any third party.
- 13.5 **Use records.** You will keep reasonable records of your use of the Offer. You will let DCC or its designated representatives and its auditors who are under a written obligation of confidentiality access records of Your use of the Offer (including books, systems, and accounts) within 30 days' notice from DCC. DCC may not give this notice more than once in any 12-month period and will conduct any audit during Your normal business hours. If the verification process reveals underpayment of fees, You will pay these fees within 30 days.
- 13.6 **Changes to the Agreement.** The version of the End User Subscription Agreement applicable to Your Order is the version published at <https://www.ciscosecureaccess.cn> webpage when the Order is placed. If DCC changes the

Agreement or any of its parts, these changes will be published at: <https://www.ciscosecureaccess.cn>. These changes will only apply to the Offer ordered or renewed after the date of the change.

13.7 Compliance with laws

- (a) **General.** DCC will comply with all applicable laws, regulations and ordinances relating to providing the Offer under the Agreement. You will comply with all applicable laws, regulations and ordinances relating to Your receipt and use of the Offer, including sector-specific requirements and obtaining required licenses or permits (if any).
- (b) **Trade Compliance.** The Offer is provided subject to U.S. and other applicable export control and sanctions laws. These laws govern the use, transfer, export and re-export of the Offer. You will not use, transfer, export or reexport the Offer to any organization not a party to this Agreement. Each party will comply with such laws and obtain all licenses or authorizations it is required to maintain.

- 13.8 **Governing law and venue.** The Agreement and any disputes arising from them, are subject to the governing law of the People's Republic of China. Each party consents and submits to the exclusive jurisdiction of the arbitral institution in the listed venue based on Your primary place of business. The laws of the People's Republic of China apply despite conflicts of laws rules or the United Nations Convention on Contracts for the International Sale of Goods. Notwithstanding the foregoing, either party may seek interim injunctive relief in any court of appropriate jurisdiction regarding any alleged breach of confidentiality obligations or intellectual property or proprietary rights.

Primary Place of Business	Jurisdiction and Venue
Mainland China	China International Economic and Trade Arbitration Commission
Non-mainland China	Hong Kong International Arbitration Center

- 13.9 **Notice.** Notices to DCC (a) should be sent to Digital Technology Plaza, No.9 Shangdi 9th Street, Haidian District, Beijing, PRC or by email cischoosting@dcclouds.com, and (b) are considered effective (i) upon delivery, if personally delivered, (ii) the next day, if sent by overnight mail, (iii) 3 business days after deposit, postage prepaid, if mailed, or (iv) the same day receipt is acknowledged, if sent by email. DCC may deliver notice to You under the Agreement via email or regular mail, but it may provide notices of a general nature applicable to multiple customers on <https://www.ciscosecureaccess.cn>.
- 13.10 **Force majeure.** Neither party is responsible for delay or failure to perform its obligations to the extent caused by events beyond a party's reasonable control including severe weather events, acts of God, supply shortages, labor strikes, epidemic, pandemic, acts of government, war, acts of terrorism or the stability or availability of utilities (including electricity and telecommunications). The affected party must make commercially reasonable efforts to mitigate the impact of the force majeure event.
- 13.11 **No waiver.** Failure by either party to enforce any right under the Agreement will not waive that right.
- 13.12 **Severability.** If any term in the Agreement is invalid or unenforceable, then the rest of the Agreement will continue with full force and effect to the extent possible.
- 13.13 **Entire agreement.** The Agreement are the complete agreement between the parties regarding the subject of therein and replace all previous communications, understandings or agreements (whether written or oral).
- 13.14 **No publicity.** Neither party will issue any press release or other publications regarding Your use of the Offer without the other party's advance written permission.
- 13.15 **Order of precedence.**
- (a) If there is any conflict between these End User Subscription Agreement to the Offer Description, the order of precedence (from highest to lowest) is:
 - (1) Offer Description; and
 - (2) these General Term.
 - (b) As between You and DCC, the Agreement prevail over any inconsistencies with Your contract with any DCC Partner.

14. Definitions

Term	Meaning
Affiliate	Any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where "control" means to: (a) own over 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through voting rights or other lawful means (e.g., a contract that allows control).
Approved Source	DCC Partner as may be appointed by DCC from time to time.
Authorized Users	Your users including Affiliates, Your third-party service providers, and each of their respective Users.

Term	Meaning
Confidential Information	Non-public proprietary information of the discloser obtained by the recipient in connection with the Agreement, which: <ul style="list-style-type: none"> (a) is conspicuously marked as confidential if written or clearly stating the information is confidential when (or promptly after) it is verbally disclosed; or (b) is information which by its nature should reasonably be considered confidential whether disclosed in writing or orally.
Customer Content	Data such as text, audio, video or image files, provided by You to in connection with Your use of the Offer.
Data	Personal Data, Customer Content and Systems Information.
DCC, we, our or us	Digital China Cloud Technology Limited.
DCC Content	Systems Information and data, materials or other content provided by DCC directly or through Your Approved Source to You as part of Your access to the Offer.
DCC Partner	A DCC authorized reseller, distributor or other third party authorized by DCC to sell the Offer.
Documentation	The technical specifications and use materials officially published by DCC specifying the functionalities and capabilities of the applicable the Offer as updated from time to time.
Entitlement Information	Software license, warranty, cloud and service subscription information.
Free Trial	As defined in section 3.1 (Accessing free trials).
Free Trial Period	As defined in Section 3.1 (Accessing free trials).
Malicious Code	Code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, or the Offer other than as intended by the Offer.
Offer	The Cisco Secure Access China operated by Digital China Cloud Technology subscription service and any software or APIs provided by DCC to You to use in conjunction with the Cisco Secure Access China operated by Digital China Cloud Technology service.
Offer Description	Addendum 1 - 'Offer Description' sets forth additional terms specific to the Offer.
Order	The transaction through which You acquire the Offer from an Approved Source, including through buying and ordering documents, signing an agreement, or transacting through an online ordering tool.
Personal Data	Any information about, or relating to, an identifiable individual. It includes any information that can be linked to an individual or used to, directly or indirectly, identify an individual, natural person.
Return	Stopping all use of or deleting the Offer as directed by DCC or Your Approved Source.
Security Threat Data	Threat intelligence data, URLs, metadata, net flow data, origin and nature of malware and other information necessary to enable security features of the Offer.
Support Data	Data we collect when You submit a request for support services or other troubleshooting, including information about hardware, software and other details related to the support incident.
Systems Information	Data generated or collected in connection with Your use and operation of the Offer and data provided by You in connection with Our delivery of the Offer and services to You. Systems Information is composed of Telemetry Data, Support Data, Entitlement Information, customer feedback, and Security Threat Data.
Telemetry Data	Data generated by instrumentation and logging systems created through the use and operation of the product or service. Examples include network policy and configuration data, data related to the usage, origin of use, traffic density and patterns, behaviour of workloads, and applications across a network or cloud service.
Use Term	The period You may exercise Use Rights in the Offer under Your Order.
Use Rights	As set out in section 2.1.
You, Your	The individual or legal entity acquiring access to the Offer.

Addendum 1

Offer Description

Cisco Secure Access China operated by Digital China Cloud Technology Limited

This Offer Description is part of the End User Subscription Agreement. Capitalized terms, unless defined in this document, have the meaning in the End User Subscription Agreement.

1. Summary

Cisco Secure Access China operated by Digital China Cloud Technology is a cloud security service edge solution designed to allow users to securely connect to the Internet and private applications. The Offer is designed with common administrative controls, data structures, and policy management designed to ease interoperability with other synergistic components.

In addition, a Cisco Secure Access China subscription includes the right to access and use Cisco Security Provisioning and Administration and Cisco Security Cloud Sign-On. Security Provisioning and Administration provides You a unified experience in deploying and managing Your subscription. Security Cloud Sign-on is used as a single sign-on (SSO) across products and operates as the native Identity Provider (IdP) or delegated IdP.

For more information on Cisco Secure Access China, see the Cisco Secure Access China operated by Digital China Cloud Technology [webpage](#).

2. Support and Other Services

DCC will Provide You with support as follows:

Severity Level	DCC Hours of Operation*	Initial Response Time**	Method of Support
Severity 1	DCC Local Business Hours	Up to 30 minutes	DCC ticket portal, telephone
	DCC Non-local Business Hours	Up to 30 minutes	DCC ticket portal, telephone (On call)
Severity 2	DCC Local Business Hours	Up to 30 minutes	DCC ticket portal, telephone
	DC Non-local Business Hours	Up to 30 minutes	DCC ticket portal, Telephone (On call)
Severity 3	DCC Local Business Hours	Up to 1 hour	DCC ticket portal, telephone
	DCC Non-local Business Hours	Next business day during DCC Local Business Hours	DCC ticket portal
Severity 4	DCC Local Business Hours	Up to 1 hour	DCC ticket portal, telephone
	DCC Non-local Business Hours	Next business day during DCC Local Business Hours	DCC ticket portal

* "DCC Local Business Hours" means 9 AM – 6 PM, Monday through Friday in China.

"DCC Non-local Business Hours" means any time outside of DCC Local Business Hours and public holidays in China.

** "Initial Response Time" means the time DCC acknowledges the customer's issue and gives a response without the initial investigation or providing a solution.

3. Special Terms

3.1 China Specific Offer. Cisco Secure Access China operated by Digital China Cloud Technology is a cloud service that is specific to protecting users located in mainland China. Cisco Secure Access China is separate from and is not connected to Cisco Systems, Inc.'s global Cisco Secure Access service and does not provide all of the same functionality. Covered Users must be physically located in the mainland China to use the Cisco Secure Access China service. Use of Cisco Systems, Inc.'s global Cisco Secure Access service, including its data centers located outside of mainland China, require a separate subscription purchased directly from Cisco Systems, Inc. or one of its authorized channel partners.

- 3.2 Covered Users. You must purchase one Covered User license for each individual protected by the applicable Cisco Secure Access China package purchased by You. The quantity of Covered Users You purchase for a Secure Internet Access ("SIA") package may be a different quantity than the quantity You purchase for a Secure Private Access ("SPA") package.
- 3.3 Subscription Start Date; Claim Code. When Your order for Cisco Secure Access China operated by Digital China Cloud Technology is received and accepted by DCC, You will receive a subscription claim code via email. The claim code enables You to (i) set up Your subscription in Security Provisioning and Administration, and (ii) commencing on the requested start date ("RSD") in the order, provision and access the Offer. Your subscription will commence on the RSD whether You elect to provision the Offer on the RSD or delay provisioning of the Offer.
- 3.4 Usage and Range Limits.

- (A) Cisco Secure Access China subscriptions are subject to a total aggregate data transfer limit per month across all packages purchased for such Offer equal to the quantity of purchased Covered Users multiplied by 20 GB. The data transfer limit applies to the amount of data going through the Offer (inbound and outbound) whether resulting from Covered Users and/or non-user devices protected by the Offer. If You purchase an SIA and an SPA package with different quantities, the Covered User quantity used to calculate the total data transfer limit is the higher of the two Covered User quantities purchased.

For example:

- If You purchase an SIA subscription for 1000 Covered Users and do not purchase an SPA package, Your subscription is subject to a monthly data transfer limit of 20,000 GB.
- If You purchase SIA for 5000 Covered Users and SPA for 3000 Covered Users, Your monthly data transfer limit across SPA and SIA is $5000 \times 20\text{GB} = 100,000 \text{ GB}$.

DCC will work with You in good faith to try and resolve any excess usage. If You cannot sufficiently reduce Your excess usage, You may be required to purchase additional Covered Users to obtain the additional required data transfer capacity.

- (B) The Offer is subject to other technical usage and range limitations as in the Documentation available on the Secure Access China [webpage](#). Where there are sudden spikes in data usage or significant excess usage that may cause service degradation, You agree to take prompt action at DCC's direction to reduce Your usage.
- 3.5 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 Offer (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 DCC being blacklisted); (ii) use the Offer to access websites or blocked services in violation of applicable law and/or regulation; or (iii) use the Offer for the purpose of intentionally masking Your identity in connection with the commission of unlawful activities or to otherwise avoid legal process. If DCC receives a third-party request for information, demand letter, or other similar inquiry in connection with Your use of the Offer relating to alleged unlawful activity on Your network, DCC 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 DCC, its business partners and licensors, You, or others; or as otherwise required by applicable law.
- 3.6 Unlicensed Feature Usage. You may have access to certain features that are not included in the Cisco Secure Access China subscription package You purchase. If You utilize features not covered by Your subscription, You are required to upgrade Your subscription prospectively at the next anniversary date of the subscription. Prior to the upgrade, You may use such unlicensed features for evaluation purposes for up to 100 Covered Users. DCC's support and Service Level Agreement, if any, obligations do not apply to unlicensed features. DCC reserves the right to terminate access and/or usage rights to unlicensed features at any time with or without notice.
- 3.7 Feature Previews. DCC may offer You the ability to participate in a preview of new Cisco Secure Access China features before they are generally available ("Preview"). Your usage of such features during a Preview is subject to the terms in the End User Subscription Agreement specifically related to beta and evaluation software use, except as follows: (a) You may use Cisco Secure Access China features in production during a ; and (b) participation in a Preview does not alter Your obligation to pay any fees owed to Your Approved Source during the Use Term.
- 3.8 Cisco Secure Client. Your subscription to Cisco Secure Access China includes the right to use Cisco Secure Client. If you wish to use Cisco Secure Client with other products, You must purchase a separate Cisco Secure Client license.

3.9 Competitive Testing. You will not publish or disclose to any third party any Offer performance information or analysis (including without limitation the results of benchmark or competitive testing).

3.10 Disclaimers.

While DCC 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, DCC does not represent or warrant that the Offer will guarantee absolute security or that it will protect all your files, network, or endpoints from all malware, viruses, or third-party malicious attacks.

3.11 Definitions

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