Offer Description



Cisco Smart+Connected Digital Platform

This document ("Offer Description") describes the services comprising of Smart+Connected Digital Platform for city solutions (the "Offering" or "Service") that Cisco Systems Inc. and its affiliates ("Cisco") or Cisco Approved Sources will provide to the applicable customer ("Customer"). This Offer Description is subject to the terms of Cisco's Universal Cloud Services Agreement located here: http://www.cisco.com/c/en/us/about/legal/end-user-license-and-cloud-terms.html (the "Agreement"). The specific quantity and type of Services will be documented in a written order or as ordered by Customer via Cisco's website or Support Portal (collectively, "Offering Order").

Direct or Indirect Purchases

- **Direct Sale from Cisco to a Customer.** If a Customer has purchased this Service directly from Cisco, Customer's use of the Service is governed by this Offer Description and the Agreement.
- Sale to a Cisco-Authorized Reseller. If an Authorized Reseller has purchased this Service from Cisco for resale to a Customer, this document is incorporated into the Authorized Reseller's Indirect Channel Partner Agreement or equivalent Cisco SaaS resale program agreement or Systems Integrator Agreement, or the equivalent agreement governing the resale of Cisco SaaS Services (the applicable agreement being referred to as the "Reseller Agreement"). If there is a conflict between this Smart+Connected Digital Platform Offer Description and the Reseller Agreement, the Smart+Connected Digital Platform Offer Description shall prevail. Authorized Reseller should provide this document and the Agreement to Customer and Customer can obtain such documents at: http://www.cisco.com/c/en/us/about/legal/end-user-license-and-cloud-terms.html.
- Sale to a Customer through a Cisco-Authorized Reseller. If a Customer has purchased the Service from a Cisco-Authorized Reseller Customer's use of the Service is governed by (i) this Offer Description and the Agreement; and (ii) the related commercial and all additional non-conflicting terms in Customer's purchase agreement with its Cisco Approved Reseller. The Cisco Approved Reseller must flow to Customer, and Customer must agree to comply with this Offer Description and the Agreement as a condition of sale and use of the Service.

Related Documents. The following documents posted at www.cisco.com/go/servicedescriptions/ should be read in conjunction with this Offer Description and are incorporated into this Offer Description by this reference: (1) Glossary of Terms (to the extent those terms are not otherwise defined in this Offer Description or the agreement under which Customer purchase services), (2) List of Services Not Covered and (3) Severity and Escalation Guidelines.

Defined Terms. Capitalized terms are defined in the Glossary of Terms at the end of this document. Capitalized terms used in this Service Description and not otherwise defined in the Service Description have the meanings given them in the Agreement.

1. OVERVIEW

1.1 Summary of Service

- The Cisco Smart+Connected Digital Platform is a cloud-hosted common integrated digital platform to transform cities from "siloed" services to converged urban services that offers data sharing, information sharing and leverage city infrastructure resources across different city departments.
- The digital platform is offered to urban service operators and city administrators to aid them in improving citizen services through common data platform.

1.2 Features

Following table describes platform functionality for city administrator, service provider, or application developer perspective:

Stakeholder: City Administrator or Service Provider	
Offering / Service details	Description (example)
Certified domains	The digital platform has an ecosystem of validated vendors providing sensors, applications, and open, end-to-end middleware infrastructure to cohesively connect city infrastructure assets from devices to applications.
	Domain packages are available for application partners to facilitate application development. These packages include APIs, city information models, and

	reference applications.
	Enlisted domains are:
	Parking Outdoor Lighting Urban mobility Crowd
	Traffic
	Environment
Certified technology partners	Brings together a certified ecosystem of technology partners. Pre-certified sensors and/or actuators available in the Cisco Marketplace. Low entry barrier for businesses and cities to deploy.
Pay-as-you-grow model	Based on a software-as-a-service subscription (SaaS), the platform allows operators to start small, scale up (by use case or territory), and then expand as needed. Subscription costs include a device management with location, security, and subscriber authorized access.
	Most of the deployments have been defined by Customer preference, subscription, topology and need.
Rapid, reliable and flexible deployment model	With the open architecture, cities can choose industry-leading technology partners. Cisco pre-certified technology partners can quickly deploy smart city solutions.
Demarcation of technology partner roles, ecosystem development	There are three types of technology partners defined in the solution ecosystem with clearly defined roles • Urban Service Provider or Service Provider: Technology partner who manages city's particular domain on behalf of City customer. Examples include parking operator company, waste management operator, and lighting administrator
	Application Developer or Provider: Technology partner who develops domain specific application leveraging data generated and/or aggregated by platform.
	Example includes lighting, parking application, environmental, incident response, license plate recognition, water applications, intrusion detection, and asset management
	Sensors provider or manufacturer (OEM): Technology partner who manufactures, designs, and sells physical sensors to city administrator. Sensor providers generate and aggregate sensor data, and shares with the digital platform through common data model. Examples include parking, video sensors, lighting engines, water, waste, traffic, environmental and infrastructure considerations, and assets
Greater trust and security with Cisco standards:	OAuth 2.0, HTTPS over SSL, and key management help protect the data across
Ease of operation using Single & cross-domain policies	all domains. Single domain: Operator can create and/or modify vertical domain policies applicable to single domain. Cross-domain: Coordinated management and response between city departments is possible with the availability of shared information and access to data across various domains (lighting, parking, traffic, and environment).
Ecosystem development, open data, and transparency initiative	With mutual accordance, aggregated data can be made available for city operations, citizen empowerment, community activities, and business ecosystem development.
Data aggregation, curation, and modelling	The digital platform aggregates sensor data from multiple sensors and/or sensor type regardless of backhaul integration (device cloud). Depending on type of sensor, data types, and/or attributes, it is enlisted as part of domain catalog. These models represent aligned sensor functionality. Diverse sensor vendors

	with many sensor attributes can use unified northbound APIs.
	Platform also aggregates data from external application or system from Cisco IP interface.
API Gateway	Platform provides API Gateway with the following functionality
	Authentication and authorization feature
	API metering, translation
	API-rate filtering, usage statistics
Reporting (Data presentation)	Data can be reported for city modules, functionalities, and major performance indicators.
	Example reports include
	Parking occupancy, violations, and revenue
	Lighting-energy consumption and intensity
	Urban mobility (sizes of crowds, dwell time, traffic density, and speed)
	 Trends in the air quality index (AQI) and environmental pollutants such as carbon dioxide, carbon monoxide, and nitric oxide and nitrogen dioxide
Reference Applications	Provides three reference applications as a part of standard offer. Dashboard web application for city operators, citizen parking application and parking enforcement application
	 Dashboard web application: An operational, informational overview of selected city assets, or "modules," is represented in a simple or graphical form. The visibility of all system functionality aids an operator's decision making
	 Citizen parking application: This Android and iOS application enables private citizens to find a parking space, pay for the space for a set period of time, and extend the parking reservation before it expires.
	 Parking enforcement application: This Android and iOS application for the Enforcement Officer (EO) role provides access to the infrastructure data and workflows from mobile devices.

Stakeholder: Application Developer or Service Provider		
Offering/Service details	Description (example)	
Domain Specific Language (DSL)	The digital platform offers a XML-based query language to developers which enables	
	Cross-domain use cases.	
	 Ease of development because compilation and byte code generation is not needed. 	

1.3 Excluded Services

The digital platform subscription excludes:

- Pre-certified sensors and/or actuators hardware and associated software all to be purchased directly from third party vendors
- Physical sensor deployment and associated services: Customers need to make arrangement to deploy
 physical sensors to their preferred premises from third party vendors.
- Customization to APIs, software developer kit (SDK), and Reference Application

2. SERVICE ACTIVATION

2.1 Activation for SAAS Offering

Service activation is the process for activating Cisco Smart+Connected Digital Platform Offering on a web portal, provisioning mobile applications, installing agents on Customer provided devices, allowing the digital platform to discover customer recommended sensors (such as lights, parking sensors, location, temperature, and more) and aggregating data from sensors.

- Subscription models are outlined in Section 2.1.1
- Service activation commences after purchase of the applicable PIDs
- Service activation deliverables are listed in Section 2.1.3

2.1.1 Subscription Model Categories

The digital platform subscription categories are:

- TaaS—things as a service—This is the base offer, providing data from sensors from a single vendor within one domain.
- DaaS—domain as a service—This is normalized sensor data across multiple vendors being exposed through the digital platform as an API for a single domain.
- BaaS—business API as a service—This is normalized data across domains helping to enable contextual relationships to be formed between two or more domains.

TaaS	DaaS	BaaS
Base offer providing data from sensors from a single vendor in a single domain.	Normalized data from different vendors from a single domain offered as a service.	Enabling contextual correlations between domains.
		Event in a single domain can trigger action in another domain.
		For instance: Drive lighting policies
		from parking data provided from a
		multitude of different sensor types.

Unless otherwise expressly agreed upon in writing the digital platform is consumed through a public cloud-based software platform.

2.1.2 Ordering and Usage

Customer can access and use the appropriate level of the digital-platform services Offer by purchasing the applicable PID for the Domain and Category. In addition, Customer may access the Service solely for use with the number of Devices for which the Service was purchased (e.g. the number of light nodes, sensors, access points, or parking spots).

2.1.3 Service Activation RACI Matrix

Task or Responsibility	Customer	Cisco
Professional Services Provisioning		
Statement of Work ("SOW") for provisioning the digital platform service.	Х	Х
The SOW outlines mutually agreed terms and conditions between Customer and Cisco regarding implementation service deliverables, payment, and timeline for service provisioning.		
See Customer Responsibilities Section below for more details.		

Installation		
Submit request for installation along with required information	X	
Provide service activation confirmations, documentations		Х
Provide requirements, specifications of device installations, data monitoring details and other functional requirements	Х	
Provisioning		
Provide prerequisite information, data set for provisioning	Х	
Provide design requirements, architecture considerations, Customer site maps, other requirements (See Section 8 for more details.)	X	
Providing Internet and other required connectivity from devices to the digital platform cloud	X	
The digital platform, software component configurations, functioning, validation, reference applications		Х
Legacy system interoperations, reference application customizations	Х	
Device onboarding		
Purchasing the required devices	Х	
(This includes—but is not limited to—appropriate sensor devices, connectivity management devices, accessories, etc.)		
Recommendation for domain-specific devices, such as lighting, parking		Х
Provide support and guidance about device onboarding		Х
Support		
Purchasing appropriate Support PID and mentioning the same in SOW	Х	
The digital platform software support, updates		Х

2.1.4 Service Termination or Decommissioning

In the event Customer does not renew the digital platform licenses after the initial 12-month period Customer data will be archived for ninety (90) days only from the date of Service expiration.

2.1.5 SOW Signoff

Customer will execute a SOW subject to separate terms and conditions which will include service deliverables, payment, and timeline.

- The details of service and appropriate service provisioning Domains and Categories will be set forth in the SOW.
- Technical Support shall be mandatory and will be automatically purchased along with the purchase of the Service SKU.

3. SERVICE PROVISIONING PREREQUISITE

Customer shall provide the following data set and information to Cisco for provisioning the digital-platform service on cloud.

Foundational Data: The foundational data required to do the provisioning activities are

- Region, Location hierarchy
- Details of the sensors cloud and approximation of scale
- · Any regional and/or deployment-specific data location and/or retention policy
- Valid well-known trusted CA SSL certificates for the end-user access interfaces in the deployment

Sensor Aggregation Data: For sensor aggregation data, the following are the prerequisites:

- List of sensors and the parameter they are associated with:
- Details of the sensors and/or sensor cloud, such as Sensor cloud details URL, access port, path, etc.
- Sensor-cloud credentials for the configuration, such as username, password, API key, or combinations as applicable.

User or Subscription Management data:

- Location hierarchy
- Payment gateway details
- Users for the solution

Reference Application Data:

- Location information for the specific deployment
- · Login user and related password to be created
- Groups to be created
- Region details
- Time Zone information

L. Customer Support During the Service Tenure

4.1.1 Data Storage

Cisco will retain real-time sensor data, transactional data only for the duration of one (1) year. After such one (1) year real-time data will be overridden or deleted.

4.1.2 Data Archival

Customer shall be solely responsible for archiving historical data beyond such one (1) year period. Upon request, Cisco can enable access to real time Customer data to be stored and archived to Customer Disc storage, NAS, SAN.

4.1.3 Customer Support

Customer shall provide the following support during the operation of the Service:

- 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-Guidelines.pdf) for all interactions the Customer has with digital-platform Support.
- Grant Cisco reasonable access to applicable systems' passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Provide a minimum of thirty (30) days' notice to Cisco of any requested addition(s) to Customer equipment list that may require configuration changes to the digital platform.
- 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 can 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 Customer requests 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 digital platform'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 digital platform.

4.1.4 General Information and Reasonable Assistance.

Customer shall supply Cisco with all reasonably requested and necessary, accurate, complete, and up to date information and assets to allow Cisco to supply the Service to the Customer. Provide updated and accurate information on Customer's hardware and software environment, networking information, and similar information reasonably required or requested to provide the Services. Customer will reasonably work with Cisco in a timely manner to aid in Cisco's provision of Service to Customer by any third party cooperation, documents or approvals required for provision of Cisco's Service.

4.1.5 Issue Triage & Resolution.

Customer shall provide technical resources for the following: capture and provide details of reported issues, aid in replication and triaging issues as reasonably requested by Cisco, aid in testing fixes of issues, confirming issues are not related to Customer provided hardware, software, applications, or other sources.

4.1.6 Security.

Customer will be assigned a user ID and a password for the use of the digital platform and Customer shall protect the access authorization against third-party access and shall immediately modify the same if a third party may have become aware thereof. Customer shall ensure the access authorization may be used only by that to whom it was assigned. Cisco shall not be liable if a third party uses or abuses the digital platform with a user ID assigned to the Customer. The Customer shall indemnify and hold Cisco harmless in respect of any damage Cisco may incur resulting from such use or abuse.

5. SERVICE OPERATIONS

5.1 Support and Escalation Guidelines

This Section describes support services which must be purchased concurrently with the digital platform Services. Additional details are available at: http://www.cisco.com/c/en/us/about/legal/service-descriptions.html

5.1.1 Cisco Responsibilities

Cisco shall provide the following:

- Cisco Technical Assistance Center ("TAC") access 24 hours per day, 5 days per week to assist by telephone, fax, electronic mail or the Internet with the digital platform 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. Please note that access restrictions identified by Cisco from time to time may apply.
- Workaround solutions or patches will be provided using reasonable commercial efforts. An advantage of
 the digital platform cloud-based solution is any patches or Maintenance Releases and/or updates for the
 digital platform users interface, the problem in their subscriptions will be implemented automatically with
 little or no action on the Customer's part.
- Minor and Maintenance Releases and/or Updates. All paying Customers will receive updates corresponding to the digital platform package to which they subscribe ("Updates"). Such Updates are limited to the digital platform. 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 the digital platform.

6. Service Level Obljectives (SLO)

6.1 Support and Escalation Guidelines

Cisco will procure, install, and/or manage all resources (for example, hardware, software, personnel) required to provide, host, manage, and maintain the services in accordance with the terms of this SLO.

6.2 Maintenance

6.2.1 Scheduled Maintenance

Cisco will endeavour to carry out maintenance work that may affect the availability of the Cisco Services. Scheduled Maintenance will conform to the following limitations:

Description of Maintenance	Target Notification Period
Standard Scheduled Maintenance	3 days, or more
Emergency and Critical Maintenance	1 hour, or more

6.2.2 Standard Scheduled Maintenance

Includes major platform, services, software, operations and infrastructure updates and changes that are planned in advance. Cisco will take reasonable steps to minimize negative impact to availability and services; however, it cannot guarantee all scheduled maintenance will be impact free.

6.2.3 Emergency and Critical Maintenance

Protecting the safety, security and privacy of Customer data is core to Cisco business. The availability of Cisco Platform, Services, Software, and extended network including Nodes and Sensors is a Cisco top priority. We recognize our Customers and the greater Cisco Sensor Ecosystem depend on our services. Therefore, there will be times when we need to perform Emergency Maintenance to fulfill the requirements of protecting data and ensuring Cisco services are always available. Emergency Maintenance can include, but not be limited to, vendor-supplied, critical security or update patches, complying with a third-party supplier performing critical updates, Cisco critical security or update patches, and transit, network and infrastructure updates. While Cisco will do everything reasonable within its control to provide as much notice to Customers as it can, due to the nature of emergency, or critical patches, Cisco cannot guarantee a notice period. However, Cisco will keep the Customer informed as it performs Emergency and Critical Maintenance.

As with other Cloud operators and in line with running in the cloud, incremental, minor, and rolling updates will be performed without a scheduled maintenance window when outages, negative impact to services, or availability issues are anticipated by Cisco.

7. CUSTOMER DATA LICENSE

"Content" shall have the meaning ascribed to it in the Agreement.

"Customer Data" shall mean Customer Content.

"Customer De-identified Data" shall mean Customer Content in which identification (or re-identification) of an individual is not possible, considering all means that could reasonably be used.

"Derivative Work" means a derivative work within the meaning of the Copyright Act of 1976 (as amended) including, without limitation, any modification, revision, translation, abridgment, condensation or expansion of the associated content or any form in which the associated content is recast, transferred, transformed or adapted, which, if prepared without the rights granted under this Agreement, would result in copyright infringement.

Customer hereby grants Cisco a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sublicenseable and transferable right to access, display, process or otherwise use Customer Data (including all related intellectual property rights) in any manner and without payment of any royalties for the purpose of providing and improving the Services.

Customer hereby grants Cisco a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sublicenseable and transferable right to access, display, process, aggregate, create Derivative Works or otherwise use Customer Deidentified Data (including all related intellectual property rights) in any manner and without payment of any royalties.

Subject to the license granted to Customer De-identified Data above, Cisco shall own all right, title, and interest in and to the Derivative Works created by or on behalf of Cisco of any Customer De-identified Data, including any intellectual property rights therein (whether those rights are registered or not, and wherever in the world those rights may exist).

8.Data Privacy

Customer shall post and abide by an appropriate privacy policy for collection of personal data from visitors to Customer's applications interfacing with the Service. In addition, Customer will comply with all applicable laws relating to the collection of information from visitors to Customer's applications interfacing with the Service.

ANNEX A Glossary of Terms

The following definitions will apply to this Offer Description and to the Services.

Term	Definition	
Agreement	See definition in the introduction to this Offer Description.	
API	Application Programming Interface.	
Business Day	The days of operation per week within the relevant region where the Services shall be provided, excluding local holidays as observed by Cisco.	
Cisco Authorized reseller	Means a Cisco authorized reseller.	
Cisco Certified Technology Partner	Cisco Certified Technology Partner, whose solution is integral part of Cisco Smart+Connected digital platform	
Customer	The legal entity or individual purchasing the Services under this Offer Description and associated Agreement.	
Device	Means any end point that is communicating with and/or whose data is processed by the Service including but not limited to lighting nodes, parking spots, sensors, cameras and access points.	
Digital platform	Cisco® Smart+Connected Digital Platform	
Emergency Maintenance	Means an unplanned and/or unscheduled period of time during which Cisco or its suppliers perform maintenance.	
Force Majeure Event	Any occurrence or contingency beyond Cisco's reasonable control, or that cannot reasonably be circumvented through the use of commercially reasonable alternate sources or work around plans within Cisco's control including but not limited to, acts of God, riots, acts of terrorism, war, any negligent act by Customer, any problem with any system or technology not in Cisco's control, including without limitation any problem associated with the Internet other than problems arising in or from networks actually or required to be provided or controlled by Cisco, a telecommunications service provider, third-party applications, equipment or facilities located on Customer's premises, Cisco or Customer's ISP, or any third-party network or interface that the Services rely upon.	
Maintenance Releases	See Glossary of Terms from Cisco.com; at www.cisco.com/go/servicedescriptions/.	
Order	See Section 6.2 (Ordering Information).	
Products	See Glossary of Terms from Cisco.com; at www.cisco.com/go/servicedescriptions/.	
Scheduled Down Time	Means an unanticipated period of service outage during a period of Scheduled Maintenance.	
Scheduled Maintenance	Means a planned, defined and scheduled period of time during which Cisco or its suppliers perform routine maintenance on the Services.	
Services	The SaaS services provided by Cisco under this Offer Description and the Agreement	
Services Not Covered	See Section 8.	
Severity and Escalation Guidelines	See Section 8 and 9 of this Offer Description	
SLA	See Section 10 of this Offer Description	
sow	Statement of Work.	

SSPT	Cisco Solution Support as described in Section of this Offer Description	
Standard Business Hours	See Glossary of Terms from Cisco.com; at www.cisco.com/go/servicedescriptions/.	
The digital platform	Cisco® Smart+Connected Digital Platform.	
Unavailable and Unavailability	When one or more of the following Cisco Services, individually, are unavailable or are not operable in material conformity with the Specifications: A) Cisco-controlled Customer-facing APIs; B) Cisco-controlled Customer-facing applications (for example, Cisco-provided dashboards); and C) aggregate Node network connectivity.	

CISCO.

Americas Headquarters Cisco Systems, Inc. San Jose, CA Asia Pacific Headquarters Cisco Systems (USA) Pte. Ltd. Singapore Europe Headquarters Cisco Systems International BV Amsterdam, The Netherlands

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