



Offer Description

Cisco Private 5G Management Subscription

This Offer Description is part of the [General Terms](#) and the Partner Agreement between You and Cisco. The Product is offered to P5G Network Services Operators and shall be provisioned and governed by the Governing Terms and in accordance with the order of precedence as further detailed in the Special Terms Section below. Capitalized terms, unless defined in this document, have the meaning in any of the Governing Terms. Any references to a Supplemental End User License Agreement or SEULA mean Offer Description.

1. Summary

This Offer Description applies to Cisco Private 5G Management Subscription and any Cisco Offer that references this Offer Description (collectively, the “**Cisco Offer**”). The Cisco Offer is a Cloud Service that is provided remotely from Cisco’s global Network Operations Centers (NOCs) and that also includes an on-premises Software component that is licensed as part of the Cisco Offer. Additional information about the Cisco Offer can be found in the Cisco Offer’s Documentation (“**Documentation**” shall have the meaning as it is defined in the General Terms).

2. Support and Other Services

Your purchase of the Cisco Offer includes the support services described in the [Support Services Terms for Private 5G Management Subscription](#).

3. Performance Standards

The Cisco Offer is subject to the [Private 5G Management Subscription Service Level Agreement](#) (“**SLA**”).

4. Data Handling

The [Disclosure Documents](#) for the Cisco Private 5G Management Subscription provide information about data handling practices, security controls, and other features specific to this Cisco Offer.

5. Special Terms

5.1 Governing Terms and Order of Precedence. The General Terms, the Provider Program Terms, the Partner Agreement, and this Offer Description and Cisco Offer Documentation (collectively, “**Governing Terms**”) shall govern Your use of the Cisco Offer. In the event of a conflict, the order of precedence shall be (a) this Offer Description and the Cisco Offer’s Documentation, (b) the Provider Program Terms, (c) the Partner Agreement, and (d) the General Terms.

5.2 Ordering. The [Private 5G Subscription Offer Ordering Guide](#) includes instructions for ordering Cisco Offer subscriptions under Cisco’s General Terms, inclusive of references to available price lists, explanations, and restrictions or limitations.

5.3 Your Responsibilities. You are solely responsible for provisioning and operating the P5G Network Operator’s Services and meeting Your responsibilities, including those detailed in the Cisco Offer’s Documentation. You are also solely responsible for any technology, content, third-party products, and intellectual property that You use as part of the P5G Network Operator’s Services, and for compliance with any terms and conditions associated with them. Cisco disclaims any liability or obligations relating to any such technology, content, intellectual property, and third-party products.

5.4 Contingencies. Cisco’s provisioning of the Cisco Offer and Cisco’s ability to meet the SLA terms are contingent upon Your provisioning of the P5G Network Operator’s Services and meeting Your responsibilities as described in the Cisco Offer’s Documentation and the [Supplemental Guide – The different responsibilities and contingencies for Private 5G Management Subscription](#) (also available from [SalesConnect](#)). Cisco disclaims any responsibility for any gaps, deficiencies, service disruptions, and any other similar consequences, that are caused by Your failure to meet Your obligations and responsibilities or by Your provisioning of the P5G Network Operator’s Services.

5.5 Compliance with Specific Laws and Regulations. You are solely responsible for complying with any applicable laws, rules, and regulations and obtaining any required licenses or permits relating to Your receipt and use of the Cisco Offer and provisioning of the P5G Network Operator’s Services, including those related to (a) the use of radio frequencies and cellular networks, and the transmission of data on those networks, in connection with Your use of the Cisco Offer and provisioning of the P5G Network Operator’s Services, as well as (b) the collection, processing, transmission, or storage of data belonging to or associated with Your enterprise-end-users and in connection with Your use of the Cisco Offer and provisioning of the P5G Network Operator’s Services.

- 5.6 **Noncancellable.** Product subscriptions are non-cancellable, and payments for such Product subscriptions are non-refundable and non-pro-ratable.
- 5.7 **Separate Cisco Offer Subscriptions and Additional SIMs.** You are required to demonstrate a reason or justification (legal, regulatory, or other mandatory requirement) to be eligible to purchase an additional separate Cisco Offer subscription to enable the use of more than one instance of the Cisco Offer. Without such demonstration of a reason or justification, a single instance of the Cisco Offer may be used to manage several enterprise-end-user accounts. Additional SIMs can be purchased during the Subscription Term for an existing instance of the Cisco Offer. For the avoidance of doubt, only SIMs ordered and provided by Cisco can be used with the Cisco Offer.
- 5.8 **Lab Use Trial Version.** Subject to the Governing Terms, the Cisco Offer is also offered in a version that is available for limited testing and demonstration purposes under additional terms and as further described in this section 5.8 (“**Trial Version**”).
- (A) The Trial Version is: (1) Available as a pre-paid 6-month subscription that must be ordered using a designated PID; (2) limited for use only in locations coordinated and agreed upon in advance with Cisco; (3) limited solely to use in a non-production environment; (4) limited to testing and demonstration purposes exercised under a designated and identified “**Testing Account**” in the Cisco Offer’s management platform; and (5) limited to a single edge and 25 devices/SIMs per subscription (any additional edges or devices/SIMs must be purchased separately under a standard purchase order).
- (B) The Trial Version subscription is not subject to the SLA or any other service level agreement and is only entitled to limited support for a testing environment only, as further detailed in the Cisco Offer Documentation.
- (C) **Disclaimer.** The Trial Version subscription is provided “**AS-IS**” and “**with all faults**”. Cisco makes no warranties in connection with use of the Trial Version subscription, whether express, implied, or statutory, and Cisco will have no liability with respect to the Trial Version subscription. Cisco specifically disclaims all representations, warranties, and conditions, including warranties or conditions of merchantability, title, noninfringement, fitness for a particular purpose, accuracy, quiet enjoyment, or system integration, or arising from a course of dealing, usage or trade practice.
- (D) **Termination.** If You do not place an order for a commercial deployment of the Cisco Offer or order a new Trial Version subscription (subject to a prior coordination and written approval from Cisco) within thirty (30) days prior to the expiration of the Trial Version 6-months’ subscription term, then the Trial Version subscription will expire, and Cisco will shut down Your lab instance under the existing Testing Account. Upon termination or expiration of the Trial Version subscription, You must immediately cease further use of the Trial Version subscription and delete all the information from the edge. Within no more than seven (7) days after to the expiration of the Trial Version subscription, You must return to Cisco any hardware or software that were provided to You as part of the Trial Version subscription.
- (E) **Continued Use.** By ordering a commercial deployment of the Cisco Offer during or within thirty (30) days prior to the expiration of the 6-month Trial Version subscription term, You are entitled to continue using the Testing Account under the Trial Version subscription, free of charge for the duration of Your commercial deployment of the Cisco Offer or Cisco Offer’s Subscription Term, subject to the limitations in subsection 5.8(A) above.

5.9 Definitions

Term	Meaning
Authorized End Users	Your enterprise-end-users’ representatives to whom You may grant limited access rights to use the Cisco Offer on Your behalf, as part of Your provisioning of the P5G Network Operator’s Services to Your enterprise-end-users. The terms included in the “Use by third parties” section of the General Terms shall apply to the Authorized End Users’ use of the Cisco Offer.
Partner Agreement	Either a System Integrator Agreement (SIA) or an Indirect Channel Partner Agreement (ICPA) between Cisco and You.
Provider Program	Cisco’s partner program for Service Providers or a Provider role. The general program description for the Provider Program is available at www.cisco.com/go/provider . The Cisco Partner Program Audit and Policies Document describes Partner Program requirements.
P5G Network	A private 4G/5G enterprise network that You provision for enabled devices and edge appliances for Your enterprise-end-users.
P5G Network Operator’s Services	Any network-provisioned or similar services, including without limitation, the procurement, installation, or use of any edge appliance, radio access point, hardware, software, end-user devices, and any other third-party product as part of the P5G Network and together with or in connection with the Cisco Offer.
P5G Network Services Operator	A Cisco Partner under a Partner Agreement who is also enrolled in Cisco’s Provider Program and maintains the requirements outlined in Cisco’s Provider Program during the Cisco Offer Subscription Term.
Subscription Term	The subscription term as reflected in the Order for the Cisco Offer. The Subscription Term begins at the start date as specified in the Order or, if a renewal of an existing subscription purchased before its expiration, begins upon the expiration of the immediately preceding Subscription Term. Any references to “Use Term” in any of the Governing Terms mean the Cisco Offer’s Subscription Term.