



## Offer Description – Product

# 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

The Cisco Private 5G Management Subscription (the “**Product**”) is a cloud-based subscription that is offered on an as-a-service basis to P5G Network Services Operators. The Product includes: (a) 4G/5G converged core functionality and API access enablement for enabled devices and edge appliances in the P5G Network that You provision for Your enterprise-end-users, and (b) a network, devices, and edge appliance web-based management platform interface for You and Your Authorized End Users, that provides visibility into the P5G Network and network management functionalities on an as-a-service basis. The Product is a Cloud Service that is provided remotely from Cisco’s global Network Operations Centres (NOCs) and that also includes an on-premises Software component that is licensed as part of the Product. Additional information about the Product can be found in the Product’s Documentation (“Documentation” shall have the meaning as it is defined in the General Terms).

### 2. Support and Other Services

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

### 3. Performance Standards

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

### 4. Data Protection

The [Cisco Private 5G Privacy Data Sheet](#) describes the Personal Data that Cisco collects and processes as part of delivering the Product.

### 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 Product Documentation (collectively, “**Governing Terms**”) shall govern Your use of the Product. In the event of a conflict, the order of precedence shall be (a) this Offer Description and the Product’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 Product 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 Product'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 Product 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 Product'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 Product 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 Product 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 Product 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-proratable.
- 5.7 **Separate Product 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 Product subscription to enable the use of more than one instance of the Product. Without such demonstration of a reason or justification, a single instance of the Product 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 Product. For the avoidance of doubt, only SIMs ordered and provided by Cisco can be used with the Product.
- 5.8 **Free Trial version.** The Product includes a feature that enables You to use the Product for testing or demonstration purposes. Such use shall be (a) coordinated with Cisco, (b) limited to specific agreed-upon locations, (c) limited solely to a non-production environment, and (d) exercised under a designated and identified "Testing Account" under the Product's management platform. All such use of the Product for testing and demonstration shall be subject to the "Free Trials" section in the General Terms.

## 5.9 Definitions

**"Authorized End Users"** means Your enterprise-end-users' representatives to whom You may grant limited access rights to use the Product 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 Product.

**"Partner Agreement"** means either a System Integrator Agreement (SIA) or an Indirect Channel Partner Agreement (ICPA) between Cisco and You.

**"Provider Program"** means 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](http://www.cisco.com/go/provider). The [Cisco Partner Program Audit and Policies Document](#) describes Partner Program requirements.

**"P5G Network"** means 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”** means 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 Product.

**“P5G Network Services Operator”** means 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 Product Subscription Term.

**“Subscription Term”** means the subscription term as reflected in the Order for the Product. 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 Product’s Subscription Term.