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Offer Description – Cloud Service Product Cisco Meraki Cloud-Networking

This Offer Description is part of the <u>General Terms</u> or similar terms existing between You and Cisco (including the End User License Agreement) (the "**Agreement**"). Capitalized terms, unless defined in this document, have the meaning in the Agreement. Any references to the Supplemental End User License Agreement or SEULA mean Offer Description.

1. Summary

The Cisco Meraki cloud-networking Cloud Service and associated Hardware and Software, as described more fully in the Documentation available at <u>meraki.cisco.com</u> (collectively, the "**Product**"), is provided and managed through the Cloud Service known as the Cisco Meraki "**Dashboard**." Dashboard allows customers to configure, manage and monitor Cisco Meraki Hardware and Software deployed across their worldwide networks through a single pane of glass. The Hardware comprises cloud-networking devices (wireless access points, switches, and security appliances/firewalls), surveillance cameras and sensors. The Software comprises products for endpoint management and web application and WAN performance.

2. Support and Other Services

Your purchase of the Product includes Meraki Support.

3. Performance Standards

Dashboard is subject to the <u>Service Level Agreement</u>, which provides your exclusive remedy for any interruptions in the availability of Dashboard.

4. Data Protection

The Cisco Meraki Privacy Data Sheet (available at <u>Cisco's Trust Portal</u>) describes the Personal Data that Cisco collects and processes as part of delivering the Product.

5. Special Terms

- 5.1 License and Right to Use. Cisco Meraki Hardware products only function with corresponding Cisco Meraki Software licenses. Cisco Meraki Software licenses, which enable Your right to use Dashboard, are not transferable. Cisco offers various licensing models for the Product, each of which is subject to unique entitlements and restrictions described at <u>Meraki Licensing</u>.
- 5.2 Limits on Usage. You agree to use the Product only in accordance with the Documentation available on the Cisco Meraki website, and You (not Cisco) are solely responsible for maintaining administrative control over Your Dashboard account. If You use Cisco Meraki MV security cameras or Cisco Meraki MT IoT sensors, You acknowledge that they may not work if You lose Your connection to power or internet. You further acknowledge that Cisco Meraki MV and Cisco Meraki MT products should not be used as mission critical, life safety or emergency service devices.
- 5.3 **Service Providers.** If You are a Cisco Partner and Your agreement with Cisco permits You to provide managed services, then, so long as (a) You contract with Your end user (who is not owned by, or affiliated with, You) to provide such managed services in return for a flat monthly fee; (b) You (not

Cisco) provide technical support to Your managed services end users; and (c) You hold title to the Hardware and have the right to use the Software and Cloud Service, You are subject to the terms of the Agreement.

5.4 Hardware Warranty. Cisco represents to the first purchaser who purchased the Hardware from Cisco or a Cisco Partner that such Hardware will be free from material defects in materials and workmanship during the warranty period, which is defined on Cisco Meraki's <u>Return Policy and Requesting a RMA page</u>. The warranty period commences on the date the Hardware is shipped to that first purchaser. This warranty is non-transferable.

If Hardware does not meet this warranty, Cisco will, at its option, (a) repair, (b) replace, or (c) refund You the depreciated amount of the price You paid for such Hardware, calculated on a straight-line, five-year basis. All Hardware repaired or replaced by Cisco under this warranty will be warranted for the remainder of the warranty period referred to above. This Hardware warranty is subject to (y) Cisco's <u>Product End-of-Life (EOL) Policy</u>, and (z) the liability provisions and warranty restrictions, limitations, and disclaimers of the Agreement.

This Section 5.4 is Cisco's sole liability and Your sole remedy for Cisco's breach of this Hardware warranty.

- 5.5 **Policy Application.** Cisco's Software License Portability Policy and Software License Transfer and Re-Use Policy do not apply to the Product.
- 5.6 Notice. Any notice You provide related to the Product (a) must be sent to Cisco Systems, Inc., Attn: Meraki Legal, 500 Terry A. Francois Blvd, San Francisco, CA 94158 or by email to <u>contract-notice@cisco.com</u>, and (b) will be considered effective (i) upon delivery, if personally delivered, (ii) the next day, if sent by overnight mail, (iii) three (3) business days after deposit, postage prepaid, if mailed, or (iv) the same day receipt is acknowledged, if sent by email. Cisco may deliver notice to You as set forth in the Agreement.