Offer Description - Product

Cisco Meraki Cloud Networking

This Offer Description is for the suite of Cisco Meraki cloud-networking products listed at http://meraki.cisco.com (collectively the “Product”). Capitalized terms, unless defined in this document, have the meaning in the EULA or General Terms found at https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html, or similar terms existing between You and Cisco (the “Agreement”). For clarity, Offer Descriptions like this have historically been named either Offer Descriptions or Supplemental End User License Agreements. References to those documents in the Agreement should be interpreted as a reference to this Offer Description.

1. Summary

The Product includes the Cisco Meraki Hardware, Software and Cloud Service. The Hardware comprises cloud networking devices (wireless access points, switches and security appliances/firewalls), surveillance cameras and sensors. The Software includes products for endpoint management and web application and WAN performance. All Cisco Meraki Hardware and Software is managed through the Cloud Service known as the Cisco Meraki “Dashboard.” Dashboard allows customers to configure, manage and monitor Meraki Hardware and Software deployed across their worldwide networks through a single pane of glass.

2. Support and Other Services

Customer support services for the Product are included with the Meraki Cloud Service and are described at http://meraki.cisco.com/support.

3. Performance Standards

This Product is subject to the Service Level Agreement available at https://meraki.cisco.com/trust#sla. The Service Level Agreement provides Your exclusive remedy for any interruptions in the availability of the Meraki Cloud Service.

4. Data Protection

The Cisco Meraki Privacy Data Sheet (available at https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/1620320457399887) 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 Software licenses. Cisco Meraki Software licenses, which enable Your right to use the Meraki Cloud Service, are not transferable. Cisco Meraki offers various licensing models for the Product. Each licensing model is subject to unique entitlements and restrictions described at https://documentation.meraki.com/General_Administration/Licensing/Meraki_Licensing.

5.2 Additional Conditions of Use. You agree to use the Product only in accordance with the Cisco Meraki Documentation available on Cisco Meraki’s 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 Meraki MV and MT products should not be used as mission critical, life safety or emergency service devices.

5.3 Service Providers. If You are an authorized Cisco channel 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.** We represent to the original purchaser of the Hardware that, during the Warranty Period (defined below), the Hardware will be free from material defects in materials and workmanship. Hardware not meeting this warranty will be, at Cisco’s option, (a) repaired, (b) replaced or (c) Cisco will 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. The “**Warranty Period**” is defined at [https://meraki.cisco.com/support/#policies:return](https://meraki.cisco.com/support/#policies:return) and commences on the date the Hardware is shipped to the original purchaser. This Hardware warranty is subject to Cisco Meraki’s End of Life Policy for the Product, available at [https://meraki.cisco.com/support/#policies:eol](https://meraki.cisco.com/support/#policies:eol), and 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 must be in writing and sent by overnight courier or certified mail (receipt requested) to 500 Terry A. Francois Blvd, San Francisco, CA 94158 ATTN: LEGAL.