

MSLA Product Terms Catalyst 8000V Edge Software - Autonomous Mode

Additional Product Terms

Service Provider's use of Cisco Catalyst 8000V ("Cat8KV") deployed in autonomous mode under the MSLA Program Terms is subject to these Product Terms. In the event of a conflict, the order of precedence shall be (a) these Product Terms; (b) the Program Terms and (c) the Master Agreement. Capitalized terms used but not defined in these Product Terms are defined in the Program Terms or the Master Agreement.

Cisco Catalyst 8KV Description

The Cat8KV is a virtual-form-factor router that delivers comprehensive WAN gateway, and network services functions into virtual and cloud environments. Using familiar, industry-leading Cisco IOS® XE software networking capabilities, the Cat8KV enables enterprises to transparently extend their WANs into provider-hosted clouds. Similarly, cloud providers can use the Cat8KV to offer enterprise-class networking services to their customers.

1. Supplemental Terms

- 1.1. <u>Autonomous Mode and Software Version.</u> The Cat8KV MSLA Software is only available at software version IOS-XE v.17.9 or later. Service Provider's use of the Cat8KV MSLA Software is limited to deployment in autonomous mode only and not in a SD-WAN environment.
- 1.2. <u>Smart Metered MSLA Software License Fee.</u> The License Fee for MSLA Software is calculated monthly, based on the average number MSLA Software used per day in a month (the "Average Daily Use"). The Average Daily Use is calculated by adding up the total number of the MSLA Software used each day in a month, as reported by Smart Metering, divided by 30*.

Example: A customer has the following usage in a month:

Day of	# Cat8KV	Day of	# Cat8KV	Day of	# Cat8KV
Month	licenses	Month	licenses	Month	licenses
1	12	11	28	21	28
2	17	12	32	22	27
3	20	13	30	23	30
4	25	14	30	24	31
5	28	15	32	25	33
6	28	16	34	26	30
7	28	17	35	27	29
8	30	18	37	28	35
9	27	19	32	29	36
10	26	20	32	30	32

^{*}Note that the denominator is always 30, regardless of the actual number of days the month.

Total license usage in a month: 874 device days Average Daily Use: 874 device days/30 days = 29.13 licenses License Fee: monthly rate x 29.13 licenses

- 1.3. <u>HSEC License.</u> Service Provider's entitlement to the HSEC licenses ends upon the expiration of the MSLA Term, at which time Service Provider must promptly return the HSEC licenses in accordance with the <u>Smart Licensing Using Policy</u>.
- 1.4. <u>Required Licenses.</u> For each Cat8KV MSLA Software license, Service Provider must purchase both a Cisco network stack license and a Cisco DNA stack license.
- 1.5. MSLA Software Updates. Cisco recommends that Service Provider updates to the latest MSLA Software release to receive bug fixes, security vulnerability fixes or patches. Service Provider understands and agrees that delaying updates to the latest MSLA Software release may introduce security risks to Service Provider's environment. As such, Service Provider agrees that Cisco is not responsible for any security incidents that result from Service Provider's failure to (a) use the most recent version of the MSLA Software, or (b) install patches, security vulnerability fixes or bug fixes provided by Cisco.
- 1.6. <u>Upgrade from Cloud Service Router 1000v (CSR1KV) to Cat8KV.</u> For Service Providers who previously purchased the CSR1KV MSLA Software licenses and who wish to upgrade to the Cat8KV licenses via the binary (BIN) upgrade files, the Product Terms for the CSR1KV found here will apply, in addition to these Cat8KV Product Terms. Pricing for the Cat8KV, including those upgraded from CSR1KV using BIN files, will be subject to the Cat8KV MSLA Software licenses.
- 1.7. <u>Disclaimer</u>. CISCO DOES NOT REPRESENT OR WARRANT THAT THE CLOUD SERVICES WILL GUARANTEE ABSOLUTE SECURITY DUE TO THE CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON AND ATTACKING FILES, NETWORKS AND ENDPOINTS. CISCO DOES NOT REPRESENT OR WARRANT THAT THE CLOUD SERVICES WILL PROTECT ALL END USER FILES, NETWORK, OR ENDPOINTS FROM ALL MALWARE, VIRUSES OR THIRD-PARTY MALICIOUS ATTACKS. CISCO DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING ANY THIRD-PARTY SYSTEM OR SERVICE TO WHICH A CLOUD SERVICE INTEGRATES OR TO ANY ONGOING INTEGRATION SUPPORT. INTEGRATIONS MADE ACCESSIBLE TO SERVICE PROVIDER AND/OR END USER THAT ARE NOT A GENERALLY AVAILABLE PRODUCT INCLUDED ON SERVICE PROVIDER AND/OR END USER'S ORDER ARE PROVIDED ON AN "AS IS" BASIS.