



## MSLA Product Terms

# Cisco Catalyst SD-WAN

### Additional Product Terms

Service Provider's use of Cisco Catalyst SD-WAN 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 SD-WAN Description

Cisco Catalyst SD-WAN is a software defined wide area network (SD-WAN) offering that allows Service Provider to (a) orchestrate network policies and manage Your network from a centralized console, and (b) segregate the management, control and orchestration layers from the device transport layer. This allows network policy, control and orchestration to be performed across Service Provider's entire network of compatible Cisco routers (hardware or a virtual form factor) ("Customer Devices") in a secure and extensible manner.

The Catalyst SD-WAN licensing model simplifies bandwidth entitlement for DNA routing licenses with a 5Mbps DNA license, Tier-0 DNA license, Tier-1 DNA license, Tier-2 DNA license, Tier-3 DNA license, Tier-4 DNA license and Tier-5 DNA license.

## 1. Supplemental Terms

- 1.1 Smart Metering Reporting. Catalyst SD-WAN controller software version 20.8.1 or later is Smart Metering enabled, which provides automated license usage reporting. If Service Provider deploys a Catalyst SD-WAN controller software version prior to version 20.8.1, Service Provider will manually prepare License Usage Reports and License Activation Reports per Section 4.3.2-4.3.4 of the Program Terms.
- 1.2 Smart Metered Catalyst SD-WAN MSLA Software - License Fee. The License Fee for MSLA Software, including any associated HA DNA licenses, 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 Catalyst SD-WAN MSLA Software used each day in a month, as reported by Smart Metering, divided by 30. [Note that the denominator is always 30, regardless of the actual number of days the month.]

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

Day of Month	# SD-WAN licenses	Day of Month	# SD-WAN licenses	Day of Month	# SD-WAN 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

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 Bundled Security Products/Features. Depending upon Service Provider's subscription tier, the Catalyst SD-WAN MSLA Software may include access to certain features or products of Cisco Umbrella and Cisco Secure Endpoint. However, the Cisco Umbrella and Secure Endpoint products and features are not currently available in mainland China. Cisco Umbrella and Cisco Secure Endpoint features and products are Cloud Services, provided, however, that the Service Level Agreement set forth in Section 2 below does not apply to Cisco Secure Endpoint or Cisco Umbrella. Umbrella Secure Internet Gateway (SIG) and Malware Analytics are not included in the Catalyst SD-WAN MSLA Software covered by these Product Terms.
- 1.4 Migration from On-Premise Software to Cloud Service. If Service Provider switches from using the MSLA Software in an on-premise environment to using the Cloud Service during any term, Cisco may charge Service Provider a fee for such migration and Service Provider agrees to pay such fee.
- 1.5 Cloud Controller Subscription. Failure to renew Service Provider's DNA subscription for Cisco cloud-hosted controllers may impact the functionality of the Cisco Catalyst SD-WAN features that are part of the Cisco DNA subscription for Customer Devices because those features are Catalyst SD-WAN-controller dependent.
- 1.6 MSLA Software High Availability (HA) DNA Licenses. HA DNA licenses are companion licenses to a standard DNA license and may only be used for: (a) a standby Customer Device when the primary Customer Device, which it backs-up for fails (e.g., network outage) or (b) load balancing whereby network traffic is distributed between the primary Customer Device and the load balancing secondary Customer Device to prevent any single Customer Device from becoming overloaded. Your use of the HA DNA licenses is subject to the following: (1) Customer Devices running the standard DNA license and the HA DNA license must be physically located in the same site and the number of HA DNA licenses must not exceed the number of standard DNA licenses, (2) the total, combined bandwidth traffic of the paired Customer Devices running the standard DNA license and the HA DNA license must not exceed the standard DNA license bandwidth entitlement, and (3) at the same site the paired HA DNA license and the

standard DNA license must belong to the same product family (e.g., ISR11006G and ISR11006G, not ISR1100-6G and ISR4331).

- 1.7 HSEC License. Your entitlement to the HSEC licenses ends upon the expiration of the MSLA Term, at which time You must promptly return the HSEC licenses in accordance with the [Smart Licensing Using Policy](#).
- 1.8 SD-WAN Remote Access License (SDRA). SDRA licenses are available with purchases of a DNA Advantage license. Service Provider will manually track usage of SDRA license usage and prepare License Usage Reports per Section 4.3(b)–4.3(c) of the Program Terms and send such reports to [spla-usage-data@cisco.com](mailto:spla-usage-data@cisco.com). If there is any usage of the SDRA license in one month, Service Provider will be charged for the full month.
- 1.9 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.
- 1.10 Disclaimer. IN ADDITION TO THE DISCLAIMER SET FORTH IN THE GENERAL TERMS, 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.