



MSLA Product Terms

Cisco ThousandEyes

1. Additional Product Terms

Service Provider's use of the Cisco ThousandEyes Cloud Service under the MSLA Program Terms is subject to these Product Terms. In the event of a conflict, the order of precedence will be (a) these Cisco ThousandEyes Product Terms; and (b) the Program Terms. Capitalized terms used but not defined in these Product Terms are defined in the Program Terms or the Master Agreement.

2. Cloud Service Description

The Cisco ThousandEyes Cloud Service will help You measure and monitor the availability and performance of web applications, hosted services and networks. The Documentation describing the Cisco ThousandEyes Cloud Service in greater detail is located at: <https://docs.thousandeyes.com>.

3. Supplemental Terms

3.1 Support. Support Services will be provided to Service Provider only. Service Provider's End Users will not be entitled to receive support directly from Cisco in accordance with the Support Services Policy listed in the Cisco ThousandEyes Cloud Service Product Description. Service Provider will provide all direct support to End Users.

3.2 License Fee Calculation. Notwithstanding Section 4.3 (Reporting Methodology) of the MSLA Program Terms, the Cisco ThousandEyes MSLA Software License Fees will be calculated on a monthly basis and will have no minimum number of days to incur License Fees each month. Cisco will calculate the License Fees based on the following:

(A) Unit Calculation

Usage is billed in units. Units refer to tests run by Cloud or Enterprise Agents. Each time a test is executed, some quantity of Units will be consumed. The fees are calculated by adding the number of Units of ThousandEyes test capacity consumed by Cloud Agents and/or Enterprise Agents during any given month.

ThousandEyes measures, and bills, the number of units consumed by tests during the monthly billing period. Service Providers may change the configuration of enabled tests at any time. Changes in the configuration may change the actual consumption.

The monthly usage can be tracked in the End User tenant organization by going to Account Settings followed by Usage and Billing.

(B) USERS and USERS-ES Calculation

The calculation of USERS and USERS-ES is based upon the maximum daily enabled USERS and USERS-ES summed over the calendar month and then divided by 31.

For example, it is the month of November (30 days) and the maximum daily enabled USERS for a customer tenant is 12 for the first 10 days of the month but then changes to 14 for the next 5 days, then to 10 for the next 12 days and then 11 for the final 3 days.

The USERS usage for November would be $((12 \times 10) + (14 \times 5) + (10 \times 12) + (11 \times 3)) / 31 = 11.1$. The usage will be rounded to the nearest full number.

3.3 Service Provider's Right to Use Cisco Content. Service Provider may not aggregate the provided Cisco Content amongst its End Users in order to offer or provide aggregated Cisco Content to its End Users. For the purposes of this Cisco ThousandEyes MSLA Product Terms document, "Cisco Content" will include content or data that the Cisco ThousandEyes Cloud Service generates or derives in connection with Service Provider's use of the Cisco ThousandEyes Cloud Service.

3.4 Branding. Service Provider is not allowed to remove or hide any pre-existing branding on the Cisco ThousandEyes Cloud Service. In Service Provider's marketing materials and documentation for the Software Services, Service Provider will inform End Users that its Software Services are "Powered by Cisco ThousandEyes". Except as stated in this Section 3, all use of the Cisco ThousandEyes trademark and/or logo must be approved by Cisco in writing.

3.5 Restrictions. In addition to any restrictions in the MSLA Program Terms:

(A) If Service Provider uses the Cisco ThousandEyes Cloud Service to provide Software Services to any End User who is a current Cisco ThousandEyes customer or has been a Cisco ThousandEyes customer within the past ninety (90) days (either, a "Prior ThousandEyes Customer"), Service Provider will be required to purchase additional migration services for the migration of such End User's service into the Service Provider's MSLA subscription service (the "Migration Services") based upon the number of Users or Units, as applicable, previously purchased by such Prior ThousandEyes Customer as more specifically set forth on the table below. For example, if Prior ThousandEyes Customer previously had a subscription to 3000 Users from Cisco ThousandEyes, the maximum number of Migration Services bundles required to transition End User to Service Provider's subscription service would be five (5).

Migration Services CCW SKU	Prior ThousandEyes Customer Users/Units per Bundle of Migration Services	Maximum Total Number of Bundles of Migration Services
ASF-CORE-TE-USERS	per 500 Users	5
ASF-CORE-TE-UNITS	per 7200 Units	5

(B) Service Provider and its Authorized Third Parties may not use the Cisco ThousandEyes Cloud Service for their own internal use unless approved in writing by the ThousandEyes Director of Channel Sales.

- 3.6 Available Offers.** Service Provider shall only be entitled to offer Enterprise Agents (Units), Cloud Agents (Units) or Endpoint Agents (Users) to End Users under the MSLA (each as further described in the Documentation).
- 3.7 Training.** Prior to using the Cisco ThousandEyes Cloud Service to provide the Software Services, Service Provider is required to have a minimum of four (4) sales and two (2) presales employees or Authorized Third Parties engaged in providing the Software Services complete the Cisco ThousandEyes Black Belt Sales Stages 1 and 2 curriculum or the Presales Stages 1 and 2 and Deployment curriculum, as applicable. Service Provider shall be responsible for any applicable costs associated with the selected training method (e.g. instructor led training).