MSLA Product Terms for
Cisco Private 5G

1. Additional Product Terms

Service Provider's use of Cisco Private 5G ("P5G") under the Program Terms is subject to these Product Terms. These Product Terms together with the Provider Program, the General Terms, and the Program Terms govern the Service Provider's use of the P5G Service. In the event of a conflict, the order of precedence shall be (a) these Product Terms and the P5G Product Documentation; (b) the Program Terms; (c) the Provider Program; (d) the General Terms; and (e) the Master Agreement. Capitalized terms used but not defined in these Product Terms are defined in the Program Terms, the Master Agreement, or P5G Product Documentation.

2. P5G Service Description

P5G is Cisco's private 5G cloud-based (SaaS) subscription service (including any on-premises Software licensed as part of P5G) that is offered on a subscription term basis only (the "P5G Service"). The P5G Service provides Service Providers with (a) a network and device management platform and (b) 4G/5G converged core functionality for enabled devices in a private 4G/5G enterprise network (the "P5G Network"). In addition to API access, the P5G Service also includes web-based interfaces for Service Providers, and End Users, giving them visibility into the P5G Network. The P5G Service requires the Service Provider to provision certain on-premises software components onto edge appliances in the P5G Network. Cisco will provide the P5G Service remotely from Cisco's global Network Operations Centers (NOCs). The P5G Product Documentation provides additional information about the P5G Service, including provisioning, operation, and use.

Cisco's provision of the P5G Service, including any P5G Service Level Availability, is contingent upon Service Provider meeting Service Provider's responsibilities in provisioning, operating, and using the P5G Service as part of the Service Provider Service and P5G Network.

3. Eligibility Criteria

In order to be eligible to purchase and use the P5G Service, Service Provider must:

a. be enrolled in Cisco's Provider Program (at a Premier or Gold tier Provider) and maintain the requirements set forth in Cisco's Provider Program during the P5G Subscription Term;

b. remain certified under the Cisco P5G Program Enrollment Policy requirements described in the P5G Product Documentation during the P5G Subscription Term; and

c. meet the responsibilities and obligations for provisioning the P5G Service for use with the Service Provider Services as described in the P5G Product Documentation.

Services Provider's failure to satisfy the above eligibility criteria will constitute a material breach.

4. Fee Structure and Payments

4.1 Fee Structure. The charges for the P5G Service will be calculated on a calendar monthly basis and based upon:

(A) a flat access fee per instance of the P5G management platform ("Platform Fee"). The Platform Fee shall be charged regardless of the status of any SIMs or radios on the P5G management platform. Cisco will not charge Service Provider a Platform Fee until the earlier of (i) one year from the P5G Service Effective Date or (ii) until the Service Provider has five active production accounts on the P5G management platform.

(B) usage-based fees based on the aggregate number of active radios on the P5G management platform at any time during each calendar month ("Radio Fee").

(C) usage-based fees based on the aggregate number of active SIMs, pooled at Service Provider level, on the P5G management platform at any time during each calendar month for SLED (state government, local government, or education) ("SLED Device Management Fee"); and

(D) usage-based fees based on the aggregate number of active SIMs, pooled at Service Provider level, on the P5G management platform at any time during each calendar month for non-SLED End Users ("nonSLED Device Management Fee").

(E) Any increase in the number of active SIMs and/or radios being used with the P5G Service in any given calendar month during the P5G Subscription Term will result in a fee adjustment in the same calendar month of the increase. Any decrease in the number of active SIMs and/or radios being used with the P5G Service in any given calendar month during the P5G Subscription Term will result in a fee adjustment in the following calendar month. The charges for the calendar month in which the decrease occurred shall not be prorated.

4.2 Non-cancellable. The fees for the P5G Service are not cancelable, refundable, or pro-ratable. Service Provider will remain responsible for the payment of all fees during the P5G Subscription Term, including if the P5G Service is terminated by Cisco due to the Service Provider's breach.

4.3 Verification. In connection with Section 9 (Verification) of the Program Terms, Service Provider will also provide verification information for the SIMs and radios that Service Provider has installed, deployed, or activated on the P5G management platform.

4.4 Additional Instance of P5G Service. Service Provider may elect to order more than one instance of the P5G management platform through the purchase of additional P5G Subscriptions.

4.5 Optional Extended Term. Upon expiration of the P5G Subscription Term, the P5G Subscription Term shall be automatically extended for one additional twelve-month period, unless one party provides written notice to the other party ninety days prior to the expiration that the party does not want the P5G Subscription Term to be automatically extended.

5. Supplemental Product Terms

5.1 Provisioning of Service Provider Services. Service Provider is solely responsible for the Service Provider Services, including any edge appliance, radio access point hardware and software, SIMs, end-user devices, as well as any Third Party Component or other Service Provider owned or licensed technology, content, and intellectual property that it uses in connection with the P5G Service ("Service Provider Materials"). Service Provider is solely responsible for the procurement, installation, or use of any Service Provider Materials, and for compliance with any terms and conditions governing any Service

Provider Materials. Cisco expressly disclaims any liability or obligations relating to any Service Provider Materials.

5.2 Compliance with Specific Laws and Regulations. The Service Provider is solely responsible for compliance with any applicable laws, rules and regulations associated with the Service Provider's Services, including those associated with (a) the use of radio frequencies and cellular networks, and the transmission of data on those networks, in connection with its use of the P5G Service, as well as (b) the collection, processing, transmission, or storage of data belonging to or associated with its End Users in connection with Service Provider's use of the P5G Service.

5.3 Access Right to the P5G Service by Service Provider's End Users. Subject to Sections 4.1 (End User License Requirements) and 4.2 (Cloud Services) of the Program Terms, Service Provider may grant its End Users access right to P5G Service, including limited usage rights on behalf of the Service Provider, as part of Service Provider's provisioning of the Service Provider Service. To the extent permitted by law, Service Provider must ensure that all End Users bring claims related to the P5G Service through the Service Provider and waive all claims directly against Cisco.

5.4 P5G Use in a Non-Production Environment. The P5G Service includes a feature that enables Service Provider to use the P5G Service in a non-production environment for testing or demonstration in agreed upon locations ("P5G Non-Production Environment Testing Location"), or for pre-commercial account configuration purposes. All such use of the P5G Service by Service Provider shall be solely in a nonproduction environment and subject to the General Terms' terms and conditions that are applicable to Free Trials. Additional details about this P5G feature can be found in the P5G Product Documentation.

5.5 Data Protection. The Cisco P5G Privacy Data Sheet (available here) describes the Personal Data that Cisco collects and processes as part of delivering the P5G Service.

5.6 Service Level Availability and Support Terms. Service Level Availability and Support Terms for the P5G Service are described in the P5G Product Documentation.

5.7 Disengagement Period. The following terms shall replace the Disengagement Period terms (Section 13) in the Program Terms:

If the Subscription Term for a P5G Service expires at the same time as the Program Terms, except if termination is due to Service Provider's uncured breach, Service Provider may elect to continue to exercise the license rights beyond the Subscription Term for a limited period of up to nine calendar months ("Disengagement Period"), subject to the following:

(A) Service Provider must provide Cisco written notice of such election at least 60 days prior to the end of the Subscription Term.

(B) Service Provider's use of the P5G Service will be charged at Cisco's then-current rates as applicable to Service Provider at the beginning of the Disengagement Period.

(C) Service Provider's use of the P5G Service will be pursuant to all license rights and restrictions contained in the Program Terms.

(D) No new End Users, devices, SIMs, or instances of the P5G management Platform may be provisioned for the P5G Service.

(E) No extensions of the P5G Service may be entered into with any existing End Users.

(F) Cisco will not provide any support for the migration of devices/services from the P5G management platform.

(G) Service Provider may elect to end the Disengagement Period earlier by providing Cisco thirty (30) days' advance written notice.

(H) At the end of the Disengagement Period, Service Provider's license rights and use of the P5G Service shall terminate.

(I) If a Subscription Term for the P5G Service expires while the Program Terms are still active, Service Provider will not be eligible for any Disengagement Period and Service Provider shall be required to repurchase a new Subscription for the P5G Service for any continued use of the P5G Service.

5.8 FOR THE AVOIDANCE OF DOUBT, (A) CISCO DOES NOT WARRANT THAT THE CISCO P5G SERVICE (INCLUDING ANY SOFTWARE AND DOCUMENTATION) WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT CISCO WILL CORRECT ALL SERVICE ERRORS, OR THAT THE P5G SERVICE WILL MEET SERVICE PROVIDER'S OR END USERS' REQUIREMENTS OR EXPECTATIONS; (B) CISCO IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM SERVICE PROVIDERS MATERIALS OR THIRD-PARTY PRODUCTS OR SERVICES PROVIDED BY THIRD PARTIES; AND (C) THE WARRANTY DISCLAIMERS SET FORTH IN THE GENERAL TERMS AND MASTER AGREEMENT SHALL APPLY TO THE P5G SERVICE (INCLUDING ANY SOFTWARE AND DOCUMENTATION).

5.9 With respect to any End User referred and introduced by Cisco in writing to Service Provider for the purpose of exploiting the P5G Service (the "Referred End User"), Service Provider agrees to lead with Cisco's P5G Service for such Referred End User opportunity.

6. Definitions

"**Provider Program**" means Cisco's requirements for Service Providers who want to participate in Cisco's program for Service Providers. The general program description for the Provider Program is available at www.cisco.com/go/provider. Provider Program requirements are available at

https://www.cisco.com/c/dam/en_us/partners/downloads/channel-program-audit-policies.pdf

"**P5G Product Documentation**" means any product documentation and supplemental product terms for the P5G Services that may be found at https://salesconnect.cisco.com/softwarebuyingprograms/s/msla and other Documentation that Cisco makes available in connection with the P5G Service.

"**Service Provider Services**" means any network-provisioned or similar services provided by the Service Provider as part of the P5G Network, which makes the functionality of the P5G Service available on an as-a-service basis to the Service Provider's End Users, as described in the P5G Product Documentation.

"**P5G Service Effective Date**" means the date on which Cisco will initiate the P5G Service to the Service Provider.

"**P5G Subscription Term**" means three years or five years as specified in the purchase order from Service Provider.