



## MSLA Product Terms

### Cisco IoT Control Center

#### Additional Product Terms

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

#### Cisco IoT Control Center – Product Description

IoT Control Center is a cloud-based (SaaS) connectivity management platform that supports a wireless Service Provider's connected devices business. The platform helps with account and SIM management — SIM lifecycle management, provisioning, rate plan management, rating, billing, diagnostics, service & usage analytics, and reporting. In addition to API access, IoT Control Center includes web-based interfaces for Service Provider and its End Users, giving them visibility and control over the SIMs on the Service Provider's network. Please see the IoT Control Center Documentation which may be found at – <https://salesconnect.cisco.com/softwarebuyingprograms/s/msla>, for additional details.

#### Fee Structure and Monthly Minimum Requirement

1. **Standard License Fees.** The Standard License Fees include a Platform Fee and Device Fees. The Device Fees are determined by the Service Provider Type, while the same Platform Fees apply to all Service Provider Types.
  - a. **Platform Fee.** Service Provider is required to pay a committed non-cancelable License Fee for access to the IoT Control Center platform (user interface and APIs) charged for the duration of the Subscription Term. The Platform Fee may be invoiced monthly or annually, at Service Provider's choice made at the time of ordering. Only one of these invoicing options can be applicable to a Service Provider at any given time.
  - b. **Device Fees.** IoT Control Center supports the Service Provider's creation of three types of End User accounts- Essential Lite, Essential, and Advantage. In addition to the Platform Fee above, Service Provider is required to pay a usage-based monthly License Fees which is calculated per each Billable Device based on the type of End User account associated with the Billable Device (Essential Lite Device Fee, Essential Device Fee, or Advantage Device Fee). Essential Lite accounts use a flat per-device pricing model per each Billable Device, while Essential and Advantage accounts use a tiered pricing model based on the number of Billable Devices.
2. **Add-On License Fees.** IoT Control Center offers several optional Add-Ons, which are subject to separate Add-On License Fees.
3. **Network fees.** Service Provider is required to pay Network Home Location Register ("HLR")/Home Subscriber Server ("HSS") fees for 1C network integration method implementation, which utilizes Cisco-hosted HLR/HSS and Short Message Service Center ("SMSC"). For clarity, such fees do not apply to the V2 network integration method. See the MSLA Onboarding Terms Supplement for more details on these network integration methods. The selection of the network integration method occurs at the time of order.
4. The Network HLR/HSS fees are offered in two options, which are the Service Provider's choices at the time of the order, and only one of these options can be applicable to the Service Provider at any given time. Service Providers can choose between the following options:
  - a. **Network HLR/HSS One-Time Fee.** A one-time fee per SIM, when a SIM is provisioned for the first time into the HLR/HSS. This fee applies irrespective of the End User account billable status.
  - b. **Network HLR/HSS Monthly Fee.** Fees based on Service Provider Type, but irrespective of the End User account billable

status:

- New SP: Monthly fee assessed on each Billable Device assigned to an End User account.
  - Existing SP: Monthly fee assessed on each Billable Device in excess of the Pre-transition Billable Device Count.
5. None of the above fees are refundable, or pro-ratable.
  6. Cisco reserves the right to audit and bill the Service Provider for devices in End User accounts (including those with a billable status set to “No”) if the device assigned to the End User Account is using IOT Control Center.

#### **Service Level and Support Terms for IOT Control Center**

The Service Level for IOT Control Center and the offering Support Terms, which may be updated from time to time, can be found under the IoT Control Center Documentation located at- <https://salesconnect.cisco.com/softwarebuyingprograms/s/msla>.

#### **Supplemental Product Terms**

1. End User Invoicing/Usage. Cisco will provide Service Provider with invoice-ready data Service Provider can use to bill End Users monthly pursuant to IoT Control Center’s standard End User invoice reporting process.
  - a. Within three calendar days after the end of each billing cycle (i.e., each month end following the Launch Date), Cisco will electronically present Service Provider with a preliminary End User invoice report that includes the invoice ready data generated by IOT Control Center in the local currency.
  - b. On the fifth calendar day after the end of each billing cycle, Service Provider will post any requested adjustments in IoT Control Center.
  - c. Cisco will thereafter electronically present Service Provider with the final billing report inclusive of any agreed-upon adjustments. If no adjustments are being made, the final billing report will be identical to the preliminary billing report.
  - d. Service Provider will publish the invoice (so that each End User can view its invoice in IoT Control Center).
  - e. Service Provider may issue refunds to End Users by posting adjustments in IoT Control Center.
  - f. Cisco may adjust its standard practices on reasonable notice to Service Provider. Cisco and Service Provider may adjust this process as needed to accommodate changes in local regulation.
2. Term. IoT Control Center is orderable for a subscription term of either 36 or 60 months (“Subscription Term”). Any subsequent continued use of IoT Control Center will require the repurchase of a new Subscription of IoT Control Center, which at the time of the repurchase will be orderable for a subscription term of either 12 or 36 or 60 months notwithstanding any system restrictions that would limit this otherwise. For the avoidance of any doubt, the option to order a 12-month subscription term shall be only available at the time of the repurchase of a subsequent IoT Control Center Subscription to replace the initial Subscription that was ordered via the MSLA Program.
3. Disengagement Period. The following terms below shall replace the “Disengagement Period” terms in the MSLA Program Terms for IoT Control Center.

If the Subscription Term for an IoT Control Center license expires at the same time as any termination of the MSLA Program Terms, except for termination that is related to Service Provider’s uncured breach under the MSLA Program Terms, Service Provider may continue to exercise the license rights beyond the Subscription Term for a limited disengagement period of up to nine months (the “Disengagement Period”), subject to a 60 days’ advanced written notice to Cisco by Service Provider prior to the expiration of the Subscription Term of its election to exercise the Disengagement Period, and subject to the following:

- a. Service Provider’s use of IoT Control Center will be charged at Cisco’s then-current rates as applicable to Service Provider at the beginning of the Disengagement Period.
- b. Service Provider’s use of IoT Control Center will be pursuant to all license rights and restrictions contained in the MSLA

#### Program Terms.

- c. No new End Users may be provisioned to receive IoT Control Center Software Services.
  - d. No new projects or IoT Control Center instances or internal contract extensions of IoT Control Center Software Services may be entered into with any existing Service Provider's End Users.
  - e. During the Disengagement Period Service Provider can find relevant data relating to the migration of devices/services which can be downloaded from the IoT Control Center platform. Should the Service Provider require additional migration assistance from Cisco during the Disengagement Period, a separate agreement shall be required to address such migration assistance services.
  - f. If Service Provider wishes to end the Disengagement Period earlier than the maximum 9 months period, Service Provider shall be required to notify Cisco of its election to stop the Disengagement Period earlier providing 30-days prior written notice. Failure to notify Cisco will result in continued invoicing for the remainder of the 9 (nine) months Disengagement Period. At the end of the Disengagement Period, Service Provider's license rights and use IoT Control Center shall terminate.
  - g. For the avoidance of any doubt, if a Subscription Term for an IoT Control Center license expires while the MSLA Program Terms are still active, Service Provider shall not be eligible for any Disengagement Period rights and Service Provider shall be required to purchase a new Subscription for IoT Control Center for any continued use of the Product.
4. IN ADDITION TO THE DISCLAIMERS SET FORTH IN THE MASTER AGREEMENT, CISCO DOES NOT WARRANT THAT IOT CONTROL CENTER WILL BE ERROR-FREE OR UNINTERRUPTED, THAT CISCO WILL CORRECT ALL ERRORS, OR THAT IOT CONTROL CENTER WILL MEET SERVICE PROVIDER'S REQUIREMENTS OR EXPECTATIONS. CISCO IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM SERVICE PROVIDER'S CONTENT OR THIRD-PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

#### Additional Product Requirements

1. Onboarding Process. For a New SP, the preliminary step to enable the use of IoT Control Center is a standard onboarding integration and implementation process ("**Onboarding Process**") that is performed by Cisco in coordination with the Service Provider as further detailed in the MSLA Onboarding Terms Supplement which can be found under the IoT Control Center Documentation located at- <https://salesconnect.cisco.com/softwarebuyingprograms/s/msla>, and which may be updated from time to time.
2. Pre-requisites. Availability of certain features is dependent upon certain prerequisites identified by Cisco such as, but not limited to, required data flows or network integrations. Cisco reserves the right to charge for any development required to fulfill the prerequisites.
3. SIM Cards. Service Provider will arrange for the production and delivery of the SIM Cards required by its End Users to use IoT Control Center.
4. Service Provider will not provide any service competitive with the IOT Control Center service during the Subscription Term to any End Users referred and introduced by Cisco.
5. Compliance with Specific Law and Regulations. Service Provider is solely responsible for compliance with any applicable regulations 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 IoT Control Center, as well as (b) the collection, processing, transmission, or storage of data belonging to or associated with its End Users in connection with its Service Provider's use of IoT Control Center.

#### Definitions

"**Add-Ons**" means additional features available as optional add-ons for IoT Control Center, which may require additional prerequisites, may be subject to additional supplemental terms, and may be updated from time to time. Please see the IoT Control Center Documentation which may be found at - <https://salesconnect.cisco.com/softwarebuyingprograms/s/msla>, for additional details.

**“Billable Device”** means any SIM in an End User Account with- (a) an individual SIM status set as “activated” in IOT Control Center at any point during the billing cycle, or (b) a SIM that is part of the device level commitments between Service Provider and the End User, or (c) a SIM that is part of an active prepaid term.

**“Existing SP”** – Service Provider who wishes to purchase IoT Control Center and already has an active IoT Control Center implemented prior to January 1, 2022.

**“Launch Date”** means the date that IoT Control Center is made available for Service Provider’s use by Cisco, and which in the case of a New SP will occur after the Onboarding Process is completed as further detailed in the MSLA Onboarding Terms Supplement.

**“New SP”**- Service Provider who wishes to purchase IoT Control Center and doesn’t have an active implementation of IoT Control Center.

**“Pre-transition Billable Device Count”** means the number of Billable Devices at the end of the billing cycle immediately prior to the first full billing cycle using the Monthly fee model.

**“Service Provider Type”** means either an Existing SP or a New SP.