

MSLA Product Terms for Cisco Meraki Cloud Service - Limited Availability

These MSLA Product Terms are for the Cloud Service known as the Cisco Meraki Dashboard the ("Product"). These terms take precedence over any conflicting terms in the MSLA and General Terms. Any capitalized terms not otherwise defined herein shall have the meanings given them in the MSLA or the General Terms. Note that the offer of this Product as a managed service under MSLA is in a pilot phase with limited availability. Please contact your Meraki account representative if you are interested in participating in the pilot.

1. Summary

The Product gives you access to a cloud-based platform that allows customers to centrally configure, manage and monitor their global deployments of compatible Cisco networking, video and sensor Hardware, Software and corresponding licenses.

2. Maintenance and Support

Your purchase of the Product includes <u>Meraki Support</u>. For the avoidance of doubt, Meraki Support is available to You, but may not be available to Your end users. You agree to take all first-tier support calls from Your end users related to the Product, and all escalations to Meraki's Technical Support must come from You.

3. Performance Standards

The Product is subject to the <u>Service Level Agreement</u>, which provides your exclusive remedy for any interruptions in its availability. For the avoidance of doubt, the Service Level Agreement is between Cisco and You. Your end users are not eligible to receive service credits from Cisco under the Service Level Agreement.

4. Special Terms

- 4.1 Conditions of Use. In relation to Your offer of the Product as a managed service under MSLA, for each Cisco Device managed or monitored via the Product, You will be assigned a license and invoiced for such Cisco Device in arrears at the end of each Billing Period (as further described in Section 4.2 below). Assignment of licenses and invoicing shall be based on the Device Type and Entitlement Tier applicable. Available Device Types and Entitlement Tiers are set forth on the Meraki Service Provider Consumption Licensing Mapping documentation page.
- 4.2 Measurement of Consumption. Following the close of each Billing Period, Cisco shall invoice You in arrears for the average number of Billable Devices, per Device and Entitlement Tier (as detailed in Section 4.1 above), across all of Your Billable Organizations during that Billing Period ("Consumption"). In determining Your Consumption, Cisco shall measure the number of Billable Devices per Entitlement Tier after 6:00 AM UTC every day during the Billing Period.

If Cisco's Consumption calculations result in a partial Billable Device, Your Consumption shall be rounded up to the next whole Billable Device (e.g., an average of 31.4 Billable Devices shall be billed as 32 Billable Devices).

- For the avoidance of doubt, the Consumption measurement methodology described herein shall supersede the Reporting Methodologies set forth in Section 4.3 of the MSLA.
- 4.3 Consumption Reports; Billing. Each month Cisco will notify You of Your Consumption during the preceding Billing Period (the "Consumption Report"). All Consumption Reports will be deemed final unless You notify Cisco in writing of any dispute within 10 calendar days following Cisco's provision of the Consumption Report to You. Following such period, an automated invoice will be sent to You.
- 4.4 **Designation of Billable Organizations.** You must provide Cisco written notice identifying which Meraki Dashboard organizations Cisco should convert to Billable Organizations for purposes of Your offer of the Product as a managed service under MSLA.
 - Note that conversion of co-termination and per-device licensing Meraki Dashboard organizations for use under MSLA is a one-way process, which cannot be reverted.
- 4.5 Designation of Non-Billable Organizations. Upon Your request, Cisco may, in its sole discretion, designate certain of Your Meraki Dashboard organizations as "Non-billable Organizations" to be used for acceptable purposes such as temporary storage space for Meraki Hardware products before deployment to end-user locations and assignment to Billable Organizations. Meraki Hardware products assigned to networks within Non-billable Organizations shall not count toward Your Consumption, so long as they are not used in a production environment or for other purposes Cisco deems inconsistent with the intent of Non-billable Organizations. Cisco may audit Meraki Hardware products assigned to Non-billable Organizations to ensure that this functionality is not being misused.
- 4.6 Location of devices under management. In the Meraki Dashboard, you agree to update the location/addresses of nodes/devices for every device that is a part of any Billable Organization (as stated above in 4.3) both for initial deployment of any such device and for any change in the deployment location of any such device. The address shall be comma-separated (e.g., 510 Embarcadero St., San Francisco, CA, 94051) These addresses are required for critical internal Cisco operational tasks.

5. Additional Definitions

- 5.1 "Billable Device" shall mean any Hardware products owned by You that have been assigned or added to a network within a Billable Organization.
- 5.2 "Billable Organization" shall mean any Meraki Dashboard organization owned by You and used to provide a managed service to Your end users that has been enabled for use under the MSLA.
- 5.3 "Billing Period" shall mean a calendar month.