



MANAGED SERVICE LICENSE AGREEMENT PROGRAM TERMS

These program terms (“**Program Terms**”) including the [MSLA Product Terms](#), together with the terms of the agreement with Cisco that allows You to purchase Cisco products for use in a managed service (“**Master Agreement**”), govern Your use of MSLA Software purchased under the Cisco Managed Service License Agreement Program (“**MSLA**”). Definitions of capitalized terms are in Section 19.

By enrolling in the MSLA Program and using any MSLA Software, You agree to these Program Terms. If You do not agree to the Program Terms, You will not enroll and do not use the MSLA Software.

1. Program Scope. The MSLA provides Service Providers with access to a catalog of MSLA Software for which those Service Providers pay their Approved Source based on orders and/or post-deployment usage.

2. Use of the MSLA Software

2.1. License and Right to Use. Subject to these Program Terms and payment of the applicable license fees, Cisco grants Service Provider a non-exclusive, non-transferable, (a) license to use the MSLA Software and (b) right to use the Cloud Services, both as acquired from an Approved Source, for Service Provider’s direct benefit during its Entitlement and these Program Terms (“**Usage Rights**”). These Usage Rights do not modify Service Provider’s other rights to use Cisco software licensed under other agreements with Cisco.

a. Service Provider’s Use. Service Provider’s direct benefit includes using the MSLA Software to provide Software Services. As long as Service Provider uses the MSLA Software to deliver Software Services, it may also use it for its own internal use.

b. White Label Resellers. Service Provider may offer its Software Services through a third-party reseller (“**White Label Reseller**”). Service Provider must ensure that such White Label Reseller complies with the obligations in these Program Terms. Nothing in the Program Terms limits or excludes Service Provider’s liability to Cisco (whether direct, indirect, or otherwise) arising out of White Label Resellers’ failure to comply with the Program Terms.

2.2. Use by Third Parties. Service Provider may permit Authorized Third Parties to exercise the Usage Rights on its behalf, provided that Service Provider is responsible for (a) ensuring that such Authorized Third Parties comply with these Program Terms and (b) any breach of these Program Terms by such Authorized Third Parties. To the extent permitted by applicable law, Service Provider must ensure that all of its Authorized Third Parties bring claims related to the MSLA Software through Service Provider and waive all claims directly against Cisco.

2.3. Upgrades or Additional Copies. Service Provider may only use Upgrades or additional copies of the MSLA Software beyond its Entitlement if Service Provider has (a) acquired such rights under a support agreement covering the applicable Cisco software; or (b) You have purchased the right to use Upgrades or additional copies separately.

2.4. Interoperability of Software. If required by applicable law and upon Service Provider’s request, Cisco will provide Service Provider with the information needed to achieve interoperability between the MSLA Software and another independently created program, provided Service Provider agrees to any additional terms reasonably requested by Cisco. Service Provider will treat such information as Confidential Information.

3. Additional Conditions of Use

3.1. Restrictions. Unless expressly agreed by Cisco, Service Provider may not (a) transfer, sell, resell, sublicense or assign any MSLA Software available to any third party; (b) use the MSLA Software on second hand or refurbished Cisco equipment not authorized by Cisco, or use MSLA Software that is licensed for a specific device on a different device (except as permitted under Cisco’s Software License Portability Policy); (c) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks; (d) reverse engineer,



decompile, decrypt, disassemble, modify, or make derivative works of the MSLA Software; or (e) use Cisco Content other than as part of Service Provider's permitted use of the MSLA Software.

- 3.2. Acceptable Use of Cloud Services.** Service Provider will not intentionally (a) interfere with other customers' access to, or use of, the Cloud Service, or with its security; (b) facilitate the attack or disruption of the Cloud Service, including a denial of service attack, unauthorized access, penetration testing, crawling, or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware, and cancelbots); (c) cause an unusual spike or increase in Service Provider's use of the Cloud Service that negatively impacts the Cloud Service's operation; or (d) submit any information that is not contemplated in the applicable Documentation.
- 3.3. Evolving Cloud Services.** Cisco may: (a) enhance or refine a Cloud Service, although in doing so, Cisco will not materially reduce the core functionality of that Cloud Service, except as contemplated in this Section; and (b) perform scheduled maintenance of the infrastructure and software used to provide a Cloud Service, during which time Service Provider may experience some disruption to that Cloud Service. Whenever reasonably practicable, Cisco will provide Service Provider with advance notice of such maintenance. Service Provider acknowledges that, from time to time, Cisco may need to perform emergency maintenance without providing advance notice, during which time Cisco may temporarily suspend Service Provider's access to, and use of, the Cloud Service.
- 3.4. MSLA Software Discontinuation.** Cisco may discontinue the sale of MSLA Software under the MSLA Program in accordance with Cisco's End of Life Policy, including any exceptions and deviations thereto. If there is any active or ongoing usage of the discontinued MSLA Software as of the notice date, Cisco will give Service Providers with such usage 90 days from the notice date to place additional orders for the MSLA Software. Such Service Providers' Usage Rights and any applicable support will continue as set forth in the Entitlement but will not renew.
- 3.5. End of Life Policy.** Cisco reserves the right to end the product or service life of any MSLA Software consistent with Cisco's standard [End of Life Policy](#). If Cisco discontinues any MSLA Software Cisco will use commercially reasonable efforts to transition, You to substantially similar software.
- 3.6. Protecting Account Access.** Service Provider will keep all account information up to date, use reasonable means to protect its account information, passwords, and other login credentials, and promptly notify Cisco of any known or suspected unauthorized use of or access to Service Provider's account.
- 3.7. Third Party Products.** If Service Provider uses the MSLA Software together with third-party products, such use is at Service Provider's risk. Service Provider is responsible for complying with any third-party providers' terms, including its privacy policy. Cisco does not provide support or guarantee ongoing integration support for products that are not a native part of the MSLA Software.
- 3.8. Open Source Software.** Open source software not owned by Cisco is subject to separate license terms as set out at www.cisco.com/go/opensource. The applicable open source software licenses will not materially or adversely affect Service Provider's ability to exercise Usage Rights in applicable MSLA Software.

4. Service Provider Obligations

- 4.1. End User License Requirements.** Service Provider must maintain binding, effective End User agreements with all End Users including (a) terms at least as protective of Cisco's Intellectual Property as contained in the Master Agreement; (b) a restriction prohibiting End Users from removing or modifying any intellectual property or proprietary rights notices in or with the MSLA Software or Documentation; and (c) strict limitations on End User's right to resell, distribute or otherwise make available the Software Services to third parties. Service Provider is responsible to Cisco for any unauthorized installation, use, copying, access, or distribution of the MSLA Software by an End User if Service Provider fails to comply with this section.



- 4.2. Cloud Services.** Service Provider must inform its End Users that Cisco’s [End User License Agreement](#) (“EULA”) applies to any Cloud Services provided with the Software Services and provide the EULA and applicable Offer Descriptions to such End Users.
- 4.3. Reporting Methodology.** The MSLA Software and Service Provider’s participation in the MSLA Program are conditioned upon Service Provider using the functionality included in the MSLA Software that enables automated reporting, including Cisco’s Smart Software Manager On-prem or the product’s controller, hosted in Service Provider’s network, to collect Smart Licensing Messages (collectively “**Smart Metering**”). Service Provider understands and agrees that Smart Licensing is only a tool for monitoring certain information relating software licenses and usage and that Service Provider remains fully responsible for the additional reporting requirements in these Program Terms. Regardless of reporting methodology, and unless otherwise included in the relevant MSLA Product terms, Licenses for MSLA Software used for 15 days or less in a given month will not be charged for that month; and licenses used for more than 15 days in a given month will be charged for the entire month (no proration of License Fees for proportion of month used). Service Provider is always responsible for making Approved Source aware of the current location of the MSLA Software (e.g., change in data center location). If Cisco is Your Approved Source, change location information should be emailed to msla-change-request@cisco.com.
- a. Smart Metering (automated) Reporting Methodology.** Smart Metering captures, collects and communicates license usage for the purpose of billing in a post-paid consumption model through the Smart Software Manager On-prem and/or a product’s controller. Certain MSLA Software is or will become Smart Metering enabled, which will provide for automated License Usage Reports. If Service Provider action is required to convert existing customers to Smart Metering, Service Provider will convert such customers within nine months from the date Cisco notifies Service Provider that Smart Metering is enabled.
- b. Trust-Based Reporting Methodology.** For MSLA Software not available on Smart Metering, Service Provider will manually prepare the License Usage Report(s) referenced in Section 4.3.(c). For Smart Meter-enabled MSLA Software that Service Provider uses in off-line mode (“**Offline MSLA Software**”), Service Provider will connect the Offline MSLA Software to Cisco by the 10th day of each month (except if such 10th day falls on a non-business day, then the following business day) to download and report usage. If Service Provider fails to report usage as required in this section, Cisco reserves the right to charge a fee, payable to the Approved Source, equal to 1% of the average amounts billed for the off-line MSLA Software in use over the preceding three months.
- c. Monthly Use Reports.** Service Provider will keep complete and accurate records of the MSLA Software monthly usage. At the end of each calendar month, Service Provider will promptly prepare and submit to the Approved Source license usage report(s) in the format in [here](#) (which format may be updated by Cisco as needed with notice), including details identifying: (a) the number of MSLA Software licenses by license type used in a given month; (b) Service Provider’s license activation start and end date; and (c) any other necessary information requested by Cisco and agreed to by the parties (collectively the “**License Usage Report**”). Service Provider will either (1) prepare and submit separate License Usage Reports for MSLA Software used (a) for its own internal use and (b) to deliver Software Services to Service Provider’s End Users or (2) ensure that a single License Usage Report submitted includes the appropriate external reference IDs for each entry applicable to either internal use or service delivery. The License Usage Report(s) must be submitted to the Approved Source no later than the 10th day of the month (except if such 10th day falls on a non-business day, then the following business day). If Service Provider fails to timely submit the License Usage Report(s), Cisco reserves the right to charge a fee, payable to the Approved Source, equal to 1% of the average amounts billed for the MSLA Software in use over the preceding three months.
- d. Monthly Pricing Requirement.** The MSLA pricing provided by the Approved Source contemplates no less than a monthly billing cycle for each End User. Therefore, Service Provider may not offer an hourly or daily pricing option to its End User unless approved in writing by Cisco. Such approval may require additional pricing considerations to account for the modified billing cycle.



5. **License Fee.** The monthly license fee for each MSLA Software license will be as set forth in a quote provided by the Approved Source (the “**License Fee(s)**”).
6. **Support Requirements.** The Licenses Fees for MSLA Software include [Cisco Software Subscription Support Services \(SSSS\)](#), unless support terms are otherwise included in the relevant MSLA Product Terms.
7. **Fees and Taxes**
 - 7.1. **Invoicing and Payment.** Pursuant to the reporting requirements set forth in Section 4.3, Approved Source will invoice Service Provider for the License Fees. Service Provider’s payment, including any delinquent payments, is due to the Approved Source in accordance with the purchase agreement between Service Provider and the Approved Source. If Service Provider has any reason to dispute an invoice, Service Provider must notify Approved Source in writing of any such disputed fees within 15 days of the invoice date and provide the Approved Source with written details about why Service Provider disputes the invoice. After the Approved Source receives notice of the dispute, Approved Source will work with Service Provider in good faith to resolve the dispute.
 - 7.2. **Errors.** Approved Source may bill Service Provider for any errors that result in an under-billing within 180 days of the invoice issuance date for the usage period during which the under-billing occurred (or the date on which the invoice should have been issued if none was).
 - 7.3. **Taxes.** The parties agree that any taxes assessed under these Program Terms will be based on the order information provided by or on behalf of Service Provider. If any such order information is or becomes inaccurate, Service Provider will notify the Approved Source in writing in a timely manner and any taxes assessed from that point forward will be based on the new information provided. Moreover, Service Provider and the Approved Source will agree upon the correct application of withholding tax in advance, if applicable. Such agreement is not required for subsequent payments for which the correct application of withholding tax has been previously agreed.
 - 7.4. **Delivery and Tax.** To the extent MSLA Software is delivered on Cisco hardware, Service Provider’s tax or customs duty obligations for such hardware may be inclusive of the value of the MSLA Software. Therefore, for importation purposes, the value indicated on importation documents may be higher than the transaction price of the hardware purchase.
8. **Monthly Minimum/Volume Tier Requirements.** Each time Service Provider places an order with an Approved Source, Cisco will create a subscription ID associated with that order (a “**Subscription ID**”). A Service Provider may have multiple Subscription IDs if Service Provider has various bill to or service locations, affiliates, etc. For any MSLA Software that has a minimum monthly commitment or volume tier schedule, Cisco will determine if that minimum monthly or volume tier has been met by looking at the total consumption reported for each Subscription ID. Cisco will not aggregate a Service Provider’s various Subscription IDs to determine if the monthly minimum or volume tier has been met.
9. **Verification.** Upon request, Service Provider will assist and make information available to Cisco to facilitate verification of the number of MSLA Software licenses that Service Provider has installed, deployed, or activated. Service Provider acknowledges that from time to time Cisco may conduct audits with the purpose of monitoring and ensuring compliance by Service Provider of license usage and payment related thereto, including (but not limited to) data extracts from the electronic records in order to review records related to the usage of the MSLA Software to verify amounts due on a monthly basis, and may conduct additional specific audits with the purpose of monitoring and ensuring compliance by Service Provider of license usage and payment related thereto. During the Term, if Cisco reasonably believes and provides evidence that there has been inaccurate accounting of the MSLA Software licenses, Cisco will have the right upon ten business days prior written notice to Service Provider, to perform an audit of Service Provider’s records to obtain the correct number of such licenses. Cisco agrees and acknowledges that any such audits may not be conducted more than once during any 12-month period unless such audit indicates inaccurate accounting, in which case Cisco has the right to perform additional audits to verify Service Provider’s compliance. Service Provider



is required to retain records for a period of three years following the occurrence of the events reflected in the records. Notwithstanding Cisco's right in Section 7.2, Service Provider agrees to pay the Approved Source for any usage not reported and/or not paid within 30 days of such findings.

10. Ownership. Except where agreed in writing, nothing in these Program Terms transfers ownership in, or grants any license to, any intellectual property rights. Service Providers retain ownership of its content and Cisco retains ownership of the MSLA Software and Cisco Content. Cisco may use any feedback Service Provider provides in connection with its use of the MSLA Software as part of its business operations.

11. Confidential Information and Use of Data

11.1. Confidentiality. Recipient will hold in confidence and use no less than reasonable care to avoid disclosure of any Confidential Information to any third party, except for its employees, affiliates, and contractors who have a need to know ("Permitted Recipients"). Recipient: (a) must ensure that its Permitted Recipients are subject to written confidentiality obligations no less restrictive than the Recipient's obligations under this EULA, and (b) is liable for any breach of this Section by its Permitted Recipients. Such nondisclosure obligations will not apply to information that: (i) is known by Recipient without confidentiality obligations; (ii) is or has become public knowledge through no fault of Recipient; or (iii) is independently developed by Recipient. Recipient may disclose Discloser's Confidential Information if required under a regulation, law or court order provided that Recipient provides prior notice to Discloser (to the extent legally permissible) and reasonably cooperates, at Discloser's expense, regarding protective actions pursued by Discloser. Upon the reasonable request of Discloser, Recipient will either return, delete, or destroy all Confidential Information of Discloser and certify the same.

11.2. How Cisco Uses Data. Cisco will access, process, and use data in connection with Your use of the MSLA Software in accordance with applicable privacy and data protection laws. For further detail, please visit [Cisco's Security and Trust Center](#).

11.3. Notice and Consent. To the extent Your use of the MSLA Software requires it, You are responsible for providing notice to, and obtaining consents from, individuals regarding the collection, processing, transfer, and storage of their data through Your use of the MSLA Software.

11.4. Data Collection and Transfer. If You use the MSLA Software in a location with local laws requiring a designated entity to be responsible for collection of data about individual end users and transfer of data outside of that jurisdiction (e.g., Russia and China), You acknowledge that You are the entity responsible for complying with such laws.

12. Term and Termination

12.1. These Program Terms are effective for one year unless terminated automatically upon termination of the Master Agreement (if any). At the end of the one-year term, if Service Provider does not re-enroll in the MSLA Program and accept the then-current Program Terms, any active subscriptions will continue to be subject to the license rights and restrictions contained in the MSLA Program Terms effective at the time of last enrollment. Subject to the obligations set out in Section 13 below, Cisco may elect not to renew any active subscription by providing written notice to Service Provider prior to the end of the then-current subscription term.

12.2. Either party may terminate these Program Terms immediately by written notice if (a) the other party breaches any of the material provisions and fails to remedy such breach within 30 days after receipt of written notification; (b) the other party ceases or threatens to cease to carry on business as a going concern; (c) the other party becomes or is reasonably likely to become subject to voluntary or involuntary proceedings in bankruptcy or liquidation; (d) a receiver or similar officer is appointed with respect to the whole or a substantial part of the other party's assets; or (e) an event similar to any of the foregoing occurs under any applicable law.

12.3. Cisco may terminate these Program Terms immediately upon written notice, with no right to cure, if Service Provider breaches Sections 2, 3.1 or 3.2 or is terminated by the Cisco Distributor.



- 12.4.** Cisco may terminate these Program Terms upon 20 days' written notice in the event it becomes known that (a) Service Provider or its direct or indirect parent is to be acquired by a third-party, or (b) a controlling interest in Service Provider or its direct or indirect parent is to be transferred to a third-party.
- 13. Disengagement Period – Uncommitted MSLA Software.** Except for termination of these Program Terms related to Service Provider's uncured breach under Section 12.3 or unless otherwise provided in the MSLA Product Terms, Service Provider may continue to exercise the license rights for a period of nine months following termination of these Program Terms, subject to the following:
- 13.1.** Service Provider's use of the MSLA Software will be charged at Cisco's then-current rates;
- 13.2.** Service Provider's use of the MSLA Software will be pursuant to all license rights and restrictions contained in these Program Terms;
- 13.3.** No new End Users may be provisioned to receive the Software Services; and
- 13.4.** No new projects or Software Services or contract extensions of Software Services may be entered into with any existing End Users; notwithstanding the foregoing, in the 90 days immediately following termination, quotes to potential End Users that have not expired and renewals of existing End Users will be valid so long as the Software Services can be completely delivered within the Disengagement Period.
- 14. Assignment.** Service Provider's right to assign or transfer any of Service Provider's interests, rights, or obligations under these Program Terms is governed by the assignment provision in the Master Agreement. If no Master Agreement exists, Service Provider may not assign or transfer any interests, rights, or obligations under these Program Terms (including under Cisco's Software Transfer and Relicensing Policy), without Cisco's prior written consent.
- 15. Export: Restricted Software**
- 15.1. General Export Requirements.** Cisco Products are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.
- 15.2. Restricted Software.** If Service Provider uses MSLA Software that is Restricted Software (US EAR 740.17.b.2), including keys that enable encryption functions, You hereby certify that You (a) are responsible for US and local export licensing when making any crypto activation key or MSLA Software available to an End User (including being prepared for pre-shipment inspections); (b) must screen End Users and block any domain name or internet address of a government end user, unless otherwise authorized specifically by US and local license; and (c) must also ensure that (i) End User is notified and understands that the transfer includes cryptographic "software" subject to export controls under the Export Administration Regulations, and that anyone receiving such a transfer cannot export the "software" without a license or other authorization; and (ii) every party requesting or receiving a transfer of such "software" acknowledges affirmatively that the "software" is not intended for use by a government end user (as defined in part 772 of the EAR), unless specifically authorized by US export license.
- 15.3. Service Provider Hosted Software.** Neither Service Provider's primary place of business, nor its data centers used to host the Software Services will be located in any U.S. embargoed country.
- 15.4. Export Verification.** Cisco has the right to verify Service Provider's compliance with US and local export control regulations, including but not limited to requesting and inspecting documents and processes, and Service Provider will assist and make information available to Cisco to facilitate such verification. In the event Cisco reasonably believes and can provide evidence that Service Provider is non-compliant with US and local export



control regulations, Cisco has the right to terminate the MLSA immediately with written notice.

- 16. Third Party Beneficiaries.** Service Provider and Cisco acknowledge and agree that each Cisco Distributor is an intended third party beneficiary of Service Provider's obligations under Sections 4.3 and 7 for any MLSA Software purchased from that Cisco Distributor. Such Cisco Distributor will have the right to take legal action based on a Service Provider's breach of its obligations in Sections 4.3 and 7 and to otherwise enforce such obligations under these Program Terms to the same extent as Cisco.
- 17. Entire Agreement.** The Program Terms and the documents referred to herein represent the complete agreement between the parties concerning the Managed Service License Agreement and replace any prior oral or written communications between the parties, except as otherwise agreed in writing between the parties. The Program Terms may only be modified by a written document executed by both parties.
- 18. Order of Precedence.** In the event of a conflict, the Product Terms govern over the Program Terms and the Program Terms govern over any Master Agreement (if applicable).

19. Definitions

"Approved Source" means Cisco or a Cisco Distributor.

"Authorized Third Parties" means Service Provider's users, Affiliates, third-party service providers, and each of their respective users permitted to access and use the MLSA Software on Service Provider's behalf as part of Service Provider's Entitlement.

"Cisco Content" means any (a) content or data provided by Cisco to You as part of Your use of the MLSA Software and (b) content or data that the MLSA Software generates or derives in connection with Your use. Cisco Content includes geographic and domain information, rules, signatures, threat intelligence and data feeds and Cisco's compilation of suspicious URLs.

"Cisco Distributor" means a Cisco-authorized distributor authorized by Cisco to sell MLSA Software.

"Cloud Services" means the Cisco hosted software-as-a-service offering or other cloud-enabled features sold with Service Provider's Software Services set forth in the Product Terms (applicable to Service Providers) and also described in Offer Descriptions (applicable to End Users).

"Confidential Information" means non-public confidential or proprietary information of the disclosing party that is clearly marked confidential or should be reasonably assumed as confidential given the nature of the information and the circumstances of disclosure.

"Documentation" means the Cisco user or technical manuals, training materials, specifications, privacy data sheets, or other information applicable to the Cloud Service.

"End User" means the individuals or legal entities (including contractors or employees) unrelated to Service Provider that obtains Software Services directly from Service Provider.

"Entitlement" means the specific metrics, duration, and quantity of MLSA Software that Service Provider commits to acquire from an Approved Source.

"MSLA Software" means the generally available Cisco software or Cloud Services identified in the Product Terms and any copies made, bug fixes for, updates to, or upgrades thereof.

"Offer Description" means the additional cloud-specific terms and conditions applicable to End Users purchasing Cisco Cloud Services as set forth located at www.cisco.com/go/cloudterms.

"Product Terms" means the additional product-specific terms and conditions for the MLSA Software licensed hereunder.



“Service Provider,” “You” or “Your” means the entity entering into this MSLA and delivering Software Services to their End User.

“Software Services” means any network-provisioned or similar service that makes the functionality of the MSLA Software available on an as-a-service basis to End Users.

“Upgrades” means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to Cisco software included in the MSLA Software.

Accepted By :

Accepted On :

Controlled Doc. # EDCS-21521409 Ver: 1.7 Last Modified: Mon Jan 23 07:07:35 PDT 2023
CISCO CONFIDENTIAL INFORMATION, Managed Service License Agreement Program Terms.docx