Supplemental End User License Agreement

IMPORTANT: READ CAREFULLY

This Supplemental End User License Agreement (this "**Agreement**") supplements and amends the terms of the Cisco Systems, Inc. ("**Cisco Systems**") End User License Agreement available at the following web address: http://www.cisco.com/go/eula (the "**EULA**"). This Agreement forms a binding agreement between you, the end user ("**Customer**"), Cisco Systems, and its affiliates, including Meraki LLC, Cisco System's wholly-owned subsidiary ("**Meraki**" and, together with Cisco Systems and its affiliates, "**Cisco**"), and it governs your purchase and use of the Cisco Meraki products.

The terms "Customer," "you," "your," and "yours" refer to you, the end customer and user of the Products, whether obtained directly from Cisco or through one of our authorized channel partners. The terms "Cisco," "Meraki" "we," "us," and "our" refer to Cisco.

Okay, with all that in mind, let's dive in. Heads-up: there's a glossary of defined terms at the end.

ARTICLE 1   LICENSES AND RESTRICTIONS.

1.1.   Paid Licenses. Subject to the terms and conditions of this Agreement, and your payment for each Product and compliance with this Agreement, Meraki grants you and your affiliates (i) a non-sublicensable, non-exclusive, non-transferable license to use the Firmware on the Hardware (the "**Firmware License**"), and (ii) rights to use the Hosted Software via the Internet (the "**Hosted Software License**" and, together with the Firmware License, the "**Licenses**"). The Support Services we provide to you are included in the cost of the Hosted Software License. The Firmware License for each item of Hardware you purchase is contingent upon you purchasing and maintaining a valid Hosted Software License, without which the Hardware will not function.

    1.1.1.   If a Product is on the co-termination Licensing Model, the start date for the associated Licenses will be the date such Product ships to you. The end date for such Licenses will be the earlier of (a) the Co-Termination Date and (b) the date this Agreement terminates.

    1.1.2.   If a Product is on the per-device Licensing Model, the start date for the associated Licenses will be the earlier of (a) the date you assign such Product via the Hosted Software and (b) the 91st day following the date such Product ships to you. The end date for such Licenses will be the earlier of (1) the start date plus the Hosted Software License term in the applicable purchase order and (2) the date this Agreement terminates.

1.2.   Restrictions. You agree that you will not (and you will not permit any of your Network Users) to directly or indirectly reverse engineer the Products or otherwise attempt to discover the source code or algorithms of Meraki Software or Hardware. In addition, you agree not to interfere with the Hosted Software, or attack or disrupt the Hosted Software, including through denial of service (DoS), unauthorized access, monitoring or crawling, or distribution of malware.

1.3.   Customer Responsibilities.

1.3.1. Use of Products. You agree to use the Hardware only in accordance with the specifications (the "**Specifications**") available on our website, and you (not Meraki) are solely responsible for maintaining administrative control over your Hosted Software account.

1.3.2. Compliance with Laws. You agree to comply with all applicable laws in your use of the Products, including export laws and regulations of the United States or any other country. To that end, you will ensure that none of the Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. If Meraki detects any Products operating in violation of such laws they may be removed from your account, following written notice to you (in the form of an email).

1.3.3. Service Providers. If you are an authorized Meraki channel partner and your agreement with Meraki permits you to provide managed services using the Products, then you are subject to the terms of this Agreement. Providing managed services to your end users will not violate Section 1.1 of this Agreement so long as (i) you contract with your end user (who is not owned by, or affiliated with, you), to provide such managed services based on the Products in return for a flat monthly fee, (ii) you (not Meraki) provide technical support to your managed services end users in connection with the Products, and (iii) you hold title to the Products. For the avoidance of doubt, this Section 1.3.3 applies only to authorized Meraki channel partners who are providing a managed service based on the Products.

ARTICLE 2   OWNERSHIP; CUSTOMER DATA.

2.1. Meraki Rights. As between you and Meraki, Meraki owns and reserves all rights with respect to the Software and all intellectual property rights with respect to the Hardware. In addition, you hereby assign to Meraki all of your interest in any feedback you convey to us related to the Products. Meraki may incorporate modifications into the Hosted Software, the Firmware and the Documentation at any time.

2.2. Customer Data. By using your Hardware, you understand and agree that you are collecting data regarding the devices that connect to your Network and how your Network is being used, including the types of data described below. By means of the Hardware, you are then transferring that data to Meraki for processing and storage, including data that may contain personally identifiable information of your Network Users (collectively, "**Customer Data**"). Cisco may process and store Customer Data in the United States or outside of the country where it was collected. That said, the Products include functionality that limits or restricts the types of information collected, and you may certainly make use of that functionality. You retain all right, title and interest in and to your Customer Data, except Cisco is permitted to use Customer Data as reasonably required to provide the Products and, only to the extent necessary, to protect our rights in any dispute with you or as required by law. It is your responsibility to provide notice to, and obtain any necessary consents from, your Network Users regarding collection, processing, transfer and storage of Customer Data.

2.2.1. Traffic Information. "Traffic Information" means information about devices that connect to your Network, such as MAC address, device name, device type, operating system, geolocation information, and information transmitted by devices when attempting to access or download data or content (e.g., host names, protocols, port numbers, and IP addresses) via your Network. We process and store Traffic Information on your behalf so you can monitor the use and performance of your Network and exercise control (such as network traffic shaping) over the traffic on your Network.

2.2.2. Location Analytics. By enabling and using Location Analytics, you collect the MAC address and relative signal strength of WiFi-enabled devices that are within range of your wireless Network. Meraki does not store these MAC addresses on its servers, except in a de-identified form, and they are not stored on your Hardware. You are responsible for whether and how you

configure the API to transfer this data to non-Meraki servers and what happens to this data following such a transfer.

2.2.3. **Systems Manager.** If you use Systems Manager, certain agent software must be installed on the mobile devices, laptops or other devices you choose to enroll. Depending on the type of device, you will be able to perform remote actions such as accessing and deleting files, tracking location, enforcing policies, and installing and removing apps on enrolled devices.

2.2.4. **Meraki MV.** If you use Meraki MV security cameras, video and audio recordings and still images captured by the MV device(s) will be collected, processed, transferred and stored by Meraki as described in Section 2.2. Your Meraki MV security camera may not work if you lose your connection to power or internet, so Meraki MV shouldn't be used as a life safety or emergency service device.

2.3.   Publicity. We may use your company name and logo in customer lists on our website and collateral.

ARTICLE 3   TERM AND TERMINATION.

3.1.   Term. This Agreement will be effective until the expiration of the Licenses you have purchased or received in a product trial, unless earlier terminated per Section 3.2 below.

3.2.   Termination. You may terminate this Agreement for any reason effective upon 30 days prior written notice to Meraki. Meraki may suspend your use of the Products at any time if Meraki reasonably believes that you have breached the terms of Sections 1.2, 1.3.2 or 2.2; if such breach remains uncured for 10 days following receipt of notice from Meraki, then Meraki may terminate this Agreement immediately. You may terminate this Agreement for cause if we breach any material obligation of ours under this Agreement and fail to cure such breach within 10 days following receipt of written notice from you. If you terminate this Agreement for cause, you will receive a refund equal to the value of the remaining time on your Hosted Software Licenses.

3.3.   Effect of Termination. Upon any termination of this Agreement, the Licenses and the Support Services will automatically terminate. Sections 1.2, 2.2 and 4.3, will survive any termination of this Agreement.

ARTICLE 4   WARRANTIES.

4.1.   Service Level Agreement. The Service Level Agreement available at https://meraki.cisco.com/trust#sla is your exclusive remedy for any interruptions in the availability of the Hosted Software.

4.2.   Hardware Warranties. We represent to you, the original purchaser of the Hardware, that, during the Warranty Period, the Hardware will be free from material defects in materials and workmanship. Hardware not meeting the warranty above will be, at our option, (a) repaired, (b) replaced, or (c) we will refund the depreciated amount of the price you paid for such Hardware, calculated on a straight-line, five-year basis. All Hardware repaired or replaced by Meraki under warranty will be warranted for the remainder of the Warranty Period. For any return permitted under Meraki's then-current return policy (available at http://meraki.cisco.com/support/#policies:return), you will request a Return Materials Authorization ("**RMA**") number in writing with the reasons for the return request. The warranties in this Section are subject to our Product End of Life Policy, available at https://meraki.cisco.com/support/#policies:eol. "**Warranty Period**" is defined at https://meraki.cisco.com/support/#policies:return and commences on the date Hardware is shipped to the original purchaser. This Section 4.2 is our sole liability and your sole remedy for any breach of warranty by Meraki.

4.3.   Disclaimer of Warranties. Except as set forth in Sections 4.1 and 4.2, Meraki disclaims all warranties, express, implied, statutory, or otherwise, including any implied warranty of merchantability, fitness for a particular purpose, non-infringement, or title. Meraki assumes no responsibility for any damages to Customer's hardware, software, or other materials.

ARTICLE 5   INDEMNIFICATION.

5.1.   General. Cisco will defend any claim(s) against Customer that a Product provided under this Agreement infringes third party patents, copyrights or registered trademarks (the "**Claim**") and will indemnify Customer against the final judgment entered by a court of competent jurisdiction or any settlements arising out of a Claim. Customer shall (i) promptly notify Cisco in writing of the Claim (or threat thereof), and any subsequent litigation updates, (ii) cooperate with Cisco in the defense of the Claim (including any statements to third parties regarding the Claim), and (iii) grant Cisco full and exclusive control of the defense and settlement of the Claim and any subsequent appeal. If Customer fails to notify Cisco promptly of the Claim, and that failure prejudices Cisco's ability to defend, settle or respond to the Claim, then Cisco's obligation to defend or indemnify Customer with respect to that Claim will be reduced to the extent Cisco has been prejudiced. In addition, such failure to provide prompt notification shall relieve Cisco of any obligation to reimburse for Customer attorneys' fees incurred prior to notification.

5.2.   Additional Remedies. If a Claim is made or appears likely, Customer agrees to permit Cisco to procure for Customer the right to continue using the Product, or to replace or modify the Product with one that is at least functionally equivalent. If Cisco determines that none of those alternatives is reasonably available, then Customer will return the Product and Cisco will refund Customer's remaining net book value of the Product calculated according to generally accepted accounting principles.

5.3.   Exclusions. Cisco has no obligation for any Claim based on (i) compliance with any designs, specifications, requirements or instructions provided by Customer or a third party on Customer's behalf, (ii) modification of a Product by Customer or a third party, (iii) the amount or duration of use made of the Product, revenue earned through use of the Product, or services offered through use of the Product, or (iv) combination, operation or use of a Product with non-Cisco products, software, services or business processes.

5.4.   Sole and Exclusive Remedy. This Article 5 states Cisco's entire obligation and Customer's exclusive remedy regarding any claims for intellectual property infringement.

ARTICLE 6   LIMITATION OF LIABILITY. Neither party will be liable for indirect, incidental, exemplary, special, or consequential, damages; loss or corruption of data; or loss of revenues, profits, goodwill, or anticipated sales or savings. In no event will Cisco's total cumulative liability to Customer and anyone who uses the Products through Customer's account exceed the aggregate amount Customer has paid to Cisco or its authorized channel partners to purchase the Products during the prior 12-month period.

ARTICLE 7   CONFIDENTIALITY. The parties will protect each other's Confidential Information. The party receiving Confidential Information will exercise at least the same degree of care that it uses to protect its own Confidential Information of a similar nature, but in no event less than reasonable care. Confidential Information does not include information that (a) is or was lawfully received by the recipient from another party without confidentiality obligations, (b) becomes available in the public domain through no action or inaction of the recipient, or (c) is developed independently by the recipient without reference to the discloser's Confidential Information.

ARTICLE 8   MISCELLANEOUS.   THIS AGREEMENT AND THE EULA CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND US AND SUPERSEDE ALL PRIOR AGREEMENTS AND UNDERSTANDINGS REGARDING THE PRODUCTS. FAILURE TO EXERCISE ANY RIGHT UNDER THIS AGREEMENT WILL NOT CONSTITUTE A WAIVER. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. THIS AGREEMENT IS GOVERNED BY THE LAWS OF

CALIFORNIA WITHOUT REFERENCE TO CONFLICTS OF LAW RULES. FOR ANY DISPUTE RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION AND THE EXCLUSIVE VENUE OF THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA. COMMUNICATIONS WE SEND TO YOU ELECTRONICALLY WILL BE DEEMED TO BE IN WRITING. ANY NOTICE YOU PROVIDE TO US UNDER THIS AGREEMENT WILL BE IN WRITING AND SENT BY OVERNIGHT COURIER OR CERTIFIED MAIL (RECEIPT REQUESTED) TO 500 TERRY A. FRANCOIS BLVD, SAN FRANCISCO, CA 94158 ATTN: LEGAL. IF ANY PROVISION OF THIS AGREEMENT IS FOUND UNENFORCEABLE, THIS AGREEMENT WILL BE CONSTRUED AS IF IT HAD NOT BEEN INCLUDED. CISCO MAY ASSIGN THIS AGREEMENT WITHOUT THE CONSENT OF CUSTOMER TO ITS AFFILIATES. IF THERE IS A CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT AND THE EULA, THE TERMS OF THIS AGREEMENT WILL APPLY WITH RESPECT TO THE PRODUCTS. AS OUR BUSINESS EVOLVES, WE MAY MODIFY THIS AGREEMENT. YOUR USE OF THE HOSTED SOFTWARE WILL BE DEEMED AS ACCEPTANCE OF THIS AGREEMENT, AS MODIFIED.

ARTICLE 9   CERTAIN DEFINITIONS. The following terms not defined elsewhere in this Agreement have the respective meanings set forth below.

"**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.

"**Co-Termination Date**" means, for any Products on the co-termination Licensing Model, the expiration date of the applicable Hosted Software Licenses you have purchased or received in a product trial, as modified each time you purchase additional Hosted Software Licenses. For each subsequent purchase of additional Hosted Software Licenses for such Products, the Co-Termination Date will be adjusted so that all of your Hosted Software Licenses (including the new ones) terminate on the same date. This adjusted Co-Termination Date is calculated by (i) determining the aggregate amount of time that your new Hosted Software Licenses extend past your existing Co-Termination Date, and (ii) distributing that amount of time among all your Hosted Software Licenses (including both new and existing ones) pro rata based on the one-year list price for each type of Hosted Software License. Further information is available at http://meraki.cisco.com/support#policies:licensing.

"**Documentation**" means any user instructions, manuals, Specifications, or other documentation provided by Meraki for informational purposes at https://meraki.cisco.com/support/#documentation that relate to the Products, including any modifications.

"**Firmware**" means software embedded in or otherwise running on the Hardware.

"**Hardware**" means Meraki hardware products you have purchased, received in a product trial, promotion, or beta test, or otherwise running on your Network.

"**Hosted Software**" means the Meraki proprietary, web-based software platform, including the interface known as the "Dashboard," Systems Manager and any API provided by Meraki.

"**Licensing Model**" means either the co-termination licensing model or the per-device-licensing model. You can view the Licensing Model you have opted into for your Products via the Hosted Software.

"**Location Analytics**" means the Location Analytics features of the Hosted Software.

"**Network**" means your local area network, created in whole or in part by use of the Products.

"**Network User**" means anyone who obtains access to your Network or uses a device that you manage with Systems Manager.

"**Products**" means the Hardware, the Software, the Documentation, and the Support Services.

"**Software**" means the Hosted Software, the Firmware, and any other software provided by Meraki under the terms of this Agreement.

"**Support Services**" means the customer support services described at http://meraki.cisco.com/support.

"**Systems Manager**" means Meraki's web-based mobile device management software.