

## END CUSTOMER AGREEMENT

Last Updated: August 30, 2013

THIS END CUSTOMER AGREEMENT (THIS "**AGREEMENT**") FORMS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND MERAKI, LLC ("**MERAKI**") AND GOVERNS YOUR ACQUISITION AND USE OF MERAKI PRODUCTS. PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT GOVERNS THE TERMS UNDER WHICH YOU MAY USE OUR FREE WEB AND MOBILE APPS, PURCHASE HARDWARE FROM US OR OUR AUTHORIZED RESELLERS, AND PURCHASE A LICENSE TO USE OUR PROPRIETARY WEB-BASED HOSTED SOFTWARE PLATFORM THAT INTERACTS WITH OUR HARDWARE. BY USING OUR PRODUCTS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT AND TO USE OUR PRODUCTS IN COMPLIANCE WITH THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE DO NOT USE OUR PRODUCTS.

The terms "**Customer**," "**you**," "**your**," and "**yours**" refer to you, the end customer and user of the Products, whether obtained directly from Meraki or through one of our authorized resellers. The terms "Meraki" "we," "us," and "our" refer to Meraki LLC, a Delaware limited liability company with offices at 500 Terry François Boulevard, San Francisco, California, 94158. We may periodically make changes to this Agreement. It is your responsibility to review the most recent version of this Agreement frequently and remain informed of any changes to it. You agree that your continued use of the Products after such changes have been published to our website at <http://meraki.cisco.com> will constitute your acceptance of such revised Agreement. For any material modifications to this Agreement, such modifications will automatically be effective 30 days after they are initially posted on or through our website. In the event that such modifications materially alter your rights or obligations hereunder, such modifications will become effective upon the earlier of (i) your continued use of the Products with actual knowledge of such modifications, or (ii) 30 days from publication of such modifications on or through our website.

### ARTICLE 1 DEFINITIONS

For purposes of this Agreement, the following terms have the corresponding definitions listed below.

"**Agent Software**" means Meraki's downloadable software client that is installed on a computer or mobile device as part of the Systems Manager application.

"**Apps License**" has the meaning given to it in [Section 3.2](#), below.

"**Device Management Functionality**" means the actions that may be performed by Customer or by Meraki on a mobile device or other device (e.g., a laptop computer) managed by our Systems Manager product, including: (i) list, access, copy, move, and delete files; (ii) track and record device location over time; (iii) take and record screenshots (on computers only); (iv) set and enforce policies; and (v) install and remove apps (on mobile devices only).

"**Documentation**" means any user instructions, manuals, Specifications, or other documentation provided by Meraki at <http://meraki.cisco.com> that relates to the use of the Products, including any Modifications.

"**End Users**" means those persons who obtain access to your Network.

"**Feedback**" has the meaning given to it in [Section 5.1](#), below.

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

**“Firmware License”** has the meaning given to it in Section 3.1, below.

**“Governing Documents”** has the meaning given to it in Section 9.2, below.

**“Hardware”** means the Meraki hardware products listed on an Order.

**“Hosted Software”** means our proprietary, web-based software platform, including the interface known as the “Dashboard,” including SM Enterprise, and any Agent Software, but specifically excluding the Web Apps.

**“Hosted Software License”** has the meaning given to it in Section 3.1, below.

**“Intellectual Property Rights”** means all (a) rights associated with works of authorship throughout the world, including but not limited to copyrights and moral rights, (b) trademarks, service marks, trade name and logo rights, and similar rights, (c) trade secret rights and other rights in inventions, know-how and confidential or proprietary information, (d) patent rights, (e) domain names and Internet keywords, (f) other intellectual property or other proprietary rights, whether arising by operation of law, contract, license, or otherwise, and (g) registrations, initial applications, renewals, extensions, provisionals, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

**“Licenses”** means, collectively, the Firmware License, the Hosted Software License, and the Apps License.

**“Mobile Apps”** means the Agent Software for mobile devices.

**“Modification”** or **“Modifications”** means all changes incorporated into or used with the Software or Documentation, including enhancements, standard releases, and patches.

**“Network”** means your local area network, created in whole or in part by use of our Products.

**“Order”** means a purchase order submitted by you either directly to Meraki or to one of our authorized resellers with respect to the purchase of the hardware products, software products, and related licenses listed on such purchase order.

**“Products”** means, collectively, the Hardware, the Software, the Documentation, and the Support Services.

**“Purchase Price”** means the aggregate price you paid for the Products listed on the applicable Order.

**“RMA”** has the meaning given to it in Section 7.3, below.

**“Service Level Agreement”** means the Service Level Agreement provided at <http://meraki.cisco.com/trust>, which governs the terms of the Service Level Warranty.

**“Service Level Warranty”** has the meaning given to it in Section 7.2, below.

**“SM Enterprise”** means the paid version of Meraki's mobile device management software.

**“SM Standard”** means the standard, free version of Meraki's mobile device management software.

**“Software”** means, collectively, the Firmware, the Hosted Software, and Web Apps.

**“Specifications”** has the meaning given to it in Section 4.1, below.

**“Support Services”** means the customer support services described at <http://meraki.cisco.com/support>.

**“Systems Manager”** means, together, SM Enterprise and SM Standard.

**“Systems Manager Data”** means the data collected through the Device Management Functionality and otherwise through Systems Manager.

**“Support Services”** means the customer support services described at <http://meraki.cisco.com/support>.

**“Term”** means the term of the Hosted Software License(s) indicated on the Order or as subsequently modified in connection with the purchase of additional Hosted Software Licenses so that the Term with respect to all such licenses expires at the same time in accordance with the provisions of Section 6.1, below.

**“Traffic Information”** means, collectively, information about devices that connect to the Network, such as MAC address, device type, operating system, geolocation information, and information transmitted by devices when attempting to access or download data or content (e.g., hostnames, protocols, port numbers, and IP addresses) via the Network.

**“Warranty Period”** means, with respect to any item of Hardware, the greater of one year or the warranty period set forth in the applicable Specifications, commencing, in either case, on the date the applicable Hardware is shipped to Customer in fulfillment of the Order.

**“Web Apps”** means SM Standard and the following web-based applications available to you at <http://meraki.cisco.com> currently known as: “Mapper” and “Stumbler.”

## ARTICLE 2 SERVICES

**2.1. Meraki Responsibilities.** Subject to your payment of the Purchase Price to Meraki or our authorized reseller, as applicable, we provide you with the Products set forth on the Order and/or, in the case of the Web Apps or Hosted Software, accessed by you by means of our website. If you have purchased a Hosted Software License, we will provide you with access to the Hosted Software commencing as of the date you first access the Hosted Software through the expiration of the Term, subject to the terms of this Agreement. We also provide you with the Support Services and warranty services as described in further detail below.

**2.2. Customer Responsibilities.** Other than our responsibilities set forth in Section 2.1 above, you are responsible for your use of the Products in full compliance with this Agreement and for all activities engaged in by you and your End Users while using your Network, including without limitation: (i) promptly updating the registration information of the primary account holder for the Hosted Software if it changes or is no longer current, accurate and complete; (ii) using commercially reasonable efforts to prevent unauthorized access to, or use of, the Hosted Software, and notifying Meraki promptly of such unauthorized access or use; (iii) being responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all activities of your End Users and providing any support services your End Users may need; (iv) being responsible for obtaining and maintaining all Hardware and other communications equipment needed to access the Hosted Software or Web Apps and for paying all third-party access charges incurred while using the Hosted Software or Web Apps; (v) being responsible for, and assuming the risk of, any problems resulting from the content, completeness, accuracy, and consistency of any and all content you upload to the Hosted Software; and (vi) complying with all applicable local, state, federal, and foreign laws in using the Hosted Software or Web Apps.

## ARTICLE 3 LICENSES

**3.1. Firmware License and Hosted Software License.** Subject to the terms and conditions of this Agreement and your submission of a properly completed Order and full payment of the applicable Purchase Price, Meraki grants you an individual, personal, non-sublicensable, non-transferable (except as otherwise provided herein) and non-exclusive license, for the duration of the Term, to (i) use the Firmware only for internal business purposes, in object-code form, as embedded in, or for execution on, the Hardware (the "**Firmware License**"), and (ii) access the Hosted Software via a web browser and use the Hosted Software solely for business purposes (the "**Hosted Software License**").

**3.2. Apps License.** If you access any of the Web Apps, including the download and/or installation of any related Agent Software, or download any Mobile App, then, subject to the terms and conditions of this Agreement, Meraki grants you an individual, personal, non-sublicensable, non-exclusive, and non-transferable (except as otherwise provided herein) license to use the Web Apps or Mobile App, as applicable, for your personal or internal business purposes (the "**Apps License**").

**3.3. Third Party Licenses.** If any of the Products include software provided by a third party, the terms under which that software are provided to you may be found at <http://meraki.cisco.com/support/#policies>.

**3.4. Modifications.** If, during the Term, Meraki integrates any Modifications into the Firmware, Hosted Software, or Web Apps, each such Modification and all related Documentation, will be deemed to be part of the Firmware, Hosted Software, or Web Apps and made available to you only under the terms of the applicable Firmware License, Hosted Software License, or Apps License.

**3.5 Use of Data.** Meraki may use and disclose, in an aggregated format only, any and all data that is derived or collected from your use of the Products for the purpose of generally improving the Products and to otherwise operate, manage, maintain, improve, or promote Meraki's products and services, provided that such aggregated data will not reasonably be identifiable as originating with or associated with you or any End User.

**3.6 Restrictions** In exchange for the grant of the applicable license or licenses set forth above, you agree you will not, and will not permit others to, whether directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas or algorithms of the Software; (ii) modify, translate, or create derivative works based on the Software; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the Software; (iv) use or attempt to use the Firmware on third party hardware components; or (v) remove any proprietary notices or labels on the Software.

**3.7 Special Terms Regarding Apple** Mobile Apps may be distributed by Meraki via a third party ("**Distributor**"), including Apple, Inc. If you download a Mobile App from Apple, Inc.'s App Store, your use of the Mobile App must at all times be in accordance with the Usage Rules set forth in the Apple, Inc. App Store Terms of Service, and you acknowledge that this Agreement is entered into solely between you and Meraki. This Agreement is not intended to provide for usage rules for Mobile Apps that are less restrictive than the Usage Rules set forth for Licensed Applications in, or that otherwise conflict with, the App Store Terms of Service as of the date that you accept the App Store Terms of Service (which you acknowledge you have had the opportunity to review). You also acknowledge and agree that: (i) in the event of any third party claim that your possession or use of a Mobile App infringes any third party's intellectual property rights, Apple is not responsible for the investigation, defense, settlement or discharge of any such intellectual property infringement claim; (ii) Apple has no responsibility for addressing any claims relating to any Mobile App, including but not limited to: (a) product liability claims; (b) maintenance and support; (c) any claim that the Mobile App fails to conform to any applicable legal or regulatory requirement; and (d) any claim arising under consumer protection or similar legislation; and (iii) Apple and its subsidiaries are intended third-party beneficiaries of the terms of this Agreement that apply to any Mobile App for the iOS, and that upon your acceptance of this Agreement, Apple and its subsidiaries will have the right (and will be deemed to have accepted the right) to enforce those terms of this Agreement against you.

## ARTICLE 4 HARDWARE

**4.1. Use.** The specifications for any Hardware you have purchased are set forth on the relevant Meraki data sheets (which can be found on <http://meraki.cisco.com>) (the "**Specifications**"). You will use the Hardware only in accordance with the Specifications and subject to the terms of this Agreement, including this [ARTICLE 4](#).

**4.2. Restrictions.** You will not, and will not permit others to, whether directly or indirectly: (i) disassemble or attempt to reverse engineer the Hardware; (ii) remove or erase the Firmware from the Hardware, or otherwise try to disable or alter the Firmware functionality; (iii) load any other software onto the Hardware; (iv), make any alterations, updates, enhancements, additions or improvements to the Hardware without the prior written approval of Meraki; or (v) remove any logo, trademark, or service mark of Meraki from any item of Hardware. Any alterations, updates, enhancements, additions, or improvements so approved will be the sole property of Meraki. If any alterations, updates, enhancements, additions or improvements interfere with the normal operation, maintenance, or support of the Hardware (including by increasing the cost of maintenance or support or creating a safety hazard), you will promptly remove the same and restore the Hardware to its normal condition.

## ARTICLE 5 OWNERSHIP

**5.1. Meraki Property.** Except as provided in [Section 5.2](#), below, as between you and Meraki, Meraki owns (i) all right, title, and interest, including all Intellectual Property Rights therein, in and to the Software and Documentation, and (ii) all Intellectual Property Rights in the Hardware. Nothing in this Agreement will be construed as transferring or changing our Intellectual Property Rights or interests in the Products in any respect. In addition, we will own any and all right, title, and interest in and to any feedback, suggestions, information, or materials you convey to us related to the Products in connection with your use of the Products ("**Feedback**"). You hereby assign to Meraki all right, title, and interest in such Feedback and will execute any documents and take any additional actions Meraki deems necessary to evidence, record, or perfect the foregoing assignment.

**5.2. Reservation of Rights.** Other than the rights expressly granted to you in this Agreement, we reserve all rights with respect to the Products and any and all related rights, including any derivative works and any media, mode, or method of distribution or transmission of the Products, whether available now or developed in the future.

**5.3. Privacy and Data Collection.** Our Privacy Policy (available at <http://www.meraki.com/support/#policies:privacy>) is hereby incorporated into this Agreement by reference. Please read the Privacy Policy carefully for information relating to our collection, use, and disclosure of personal information. We collect Traffic Information and may from time to time make available functionality that allows you to limit or restrict the types of Traffic Information we collect. Additionally, for devices with Agent Software installed, we transmit certain geolocation information about those devices and the networks on which they are running to Google Inc. ("**Google**"), which provides us with related geolocation information that we store and make available to network administrators as described in our Privacy Policy. Google's Privacy Policy, and not Meraki's, governs Google's handling of the information that we provide to Google. We use Traffic Information to make data available to you regarding, and to allow you to exercise certain controls with respect to, the traffic on your Network. We use Systems Manager Data to provide support and conduct product development activities. You represent and warrant to us that you have obtained or will obtain valid consent from each End User to add that End User's device to the Network, to permit you and Meraki to collect, use, and disclose Traffic Information as described in this [Section 5.4](#), and, to the extent you use Systems Manager, to use Systems Manager as described above (including, without limitation, accessing and deleting files on devices) and to permit you and Meraki to collect, use, and disclose Systems Manager Data as described in this [Section 5.4](#). You hereby consent to our collection, use, and disclosure of Traffic Information and, to the extent you use Systems Manager, to our use of the Device Management Functionality and its collection, use, and disclosure of Systems Manager Data, in each case as described in this [Section 5.4](#).

**5.4. Publicity.** Neither we, nor you, will use the other's name, trademark, or trade name without the prior written consent of the other party, except that we may use your name and logo as part of a customer list on our website or in connection with our other customer listings.

## ARTICLE 6 TERM AND TERMINATION

**6.1. Term.** This Agreement will be effective with respect to your use of the Products until the expiration of the License(s) applicable to the Products you are using, unless earlier terminated under Section 6.2. To the extent that you purchase additional Hosted Software License(s) subsequent to the date of the first Order, the duration of each Hosted Software License you have purchased will be adjusted such that all of your Hosted Software Licenses terminate on the same date.

The new co-termination date is calculated as a function of (i) the remaining time on your existing Hosted Software License(s) at the time of purchase, (ii) the duration of the Hosted Software License(s) purchased, and (iii) the one-year list price of each such Hosted Software License. This function produces a time value attributable to each Hosted Software License purchased that, when added together with the time value attributable to all new Hosted Software Licenses in a given purchase, yields what we call the "Incremental Dollar Days" associated with the new purchase. In addition, based on the one-year list price of all Hosted Software Licenses in your Network and the number of each type of Hosted Software License purchased, we determine the amount of Hosted Software License value that your Network consumes each day, what we call the "Daily License Usage Rate." By dividing the Incremental Dollar Days by the Daily License Usage Rate, and adding the resulting number of days to the remaining time on your existing Hosted Software Licenses we arrive at the adjusted co-termination date following any new purchase. For further information regarding our licensing and co-termination policies please visit <http://meraki.cisco.com/support#policies:licensing>.

**6.2. Termination.** Either party may terminate this Agreement for any reason effective upon 30 days prior written notice. Meraki may immediately suspend your use of the Products at any time if Meraki reasonably believes that you have breached the terms of ARTICLE 3, ARTICLE 4, or Sections 5.4 or 9.1. If such breach by you remains uncured for five days following receipt of notice from Meraki, then Meraki may terminate this Agreement effective 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 business days of our receipt of written notice from you of such breach. If Meraki terminates this Agreement for convenience, or if you terminate this Agreement for cause, then in either case you will receive a refund of the amount you paid for the Hosted Software License allocable to the remaining Term.

**6.3. Effect of Termination.** Upon the termination of this Agreement for any reason, your access to and right to use the Products will terminate, and all Licenses will terminate. Upon expiration of a Hosted Software License, your Apps License will survive and you may continue to access and use the Web Apps and Mobile Apps, subject to the terms and conditions of this Agreement. Upon termination of this Agreement, each party will return (or destroy) any Confidential Information of the other party in its possession. The following provisions of this Agreement will survive any termination of the Agreement: Sections 5.1, 5.2, 5.3, 6.3, 7.5, 7.6, and ARTICLE 9.

## ARTICLE 7 REPRESENTATIONS AND WARRANTIES; DISCLAIMER; REMEDIES

**7.1. Mutual Warranties.** Each party hereby represents and warrants to the other that it has all necessary corporate power and authority to perform its obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement constitutes legal, valid, and binding obligations of the warranting party enforceable against the non-warranting party in accordance with its terms.

**7.2. Service Warranties.** Meraki will make reasonable efforts to provide the Hosted Software and Web Apps available in accordance with the service level warranty set forth in the Service Level Agreement (the "Service Level Warranty"), subject to the terms and conditions of the Service Level Agreement. The remedy set forth in the Service Level Agreement is your sole and exclusive remedy with respect to the subject matter of the Service Level Agreement, and our sole and exclusive liability, in contract, tort, or otherwise, for any breach of the Service Level Warranty.

**7.3. Hardware Warranties.** We represent and warrant to you, the individual or entity who obtained the Hardware from Meraki or its authorized reseller, but not to any End Users or other third parties, as follows: (i) for the Warranty Period the Hardware will be free from material defects in materials and workmanship; (ii) all items of Hardware are new or refurbished unless otherwise indicated on the face of the Order; and (iii) we have good title to the Hardware, free and clear of any liens, claims, or encumbrances. Hardware not meeting the warranties set forth above will be, at our option, (a) repaired, (b) replaced, or (c) Meraki will refund to you the depreciated amount of the Purchase Price allocable to the defective Hardware, calculated on a straight-line, five-year basis. All Hardware repaired or replaced under warranty will be warranted for the remainder of the Warranty Period. For any return permitted under Meraki's then-current return policy as (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 remedies described above are our sole liability and your sole remedy for any breach of the warranties contained in this [Section 7.3](#). Meraki is not responsible for any non-Meraki data or information stored on any Hardware returned to Meraki for repair, whether under warranty or not.

**7.4. Exclusions.** Meraki has no obligation with respect to defects caused by or resulting from any of the following: (i) installation or use of third party software on or in the Hardware; (ii) modifications or repairs to the Hardware or Software made by you or any third party; (iii) damage or defects resulting from misuse, accident, neglect, abuse, failure of electrical power, adverse environmental conditions, unusual electrical or physical stress, catastrophe, negligence, improper storage, testing, or connection, or other improper treatment; (iv) your use or operation of the Hardware or Software other than as detailed in the Specifications; (v) misconfiguration of the Hardware or Software; or (vi) any other causes beyond Meraki's reasonable control.

**7.5. Disclaimer of Warranties.** EXCEPT AS SET FORTH IN [SECTIONS 7.1, 7.2, and 7.3](#), MERAKI DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE, AND CUSTOMER UNDERSTANDS AND AGREES THAT THE PRODUCTS ARE PROVIDED "AS IS." MERAKI MAKES NO WARRANTY THAT THE PRODUCTS WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT USE OF THE PRODUCTS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; NOR DOES MERAKI MAKE ANY WARRANTY AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED BY MEANS OF THE PRODUCTS, OR THAT ANY DEFECTS IN THE PRODUCTS WILL BE CORRECTED. FURTHER, MERAKI DOES NOT WARRANT THAT THE PRODUCTS OR THE MERAKI SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MERAKI ALSO ASSUMES NO RESPONSIBILITY, AND IS NOT LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, CUSTOMER'S HARDWARE, SOFTWARE, OR OTHER MATERIALS. Because some jurisdictions do not permit the exclusion of implied warranties, portions of this section may not apply to Customer.

**7.6. Exclusion and Limitation of Liability.** IN NO EVENT WILL MERAKI OR ITS SUPPLIERS OR DISTRIBUTORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES OF ANY NATURE (INCLUDING LOST PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING FROM OR RELATING TO CUSTOMER'S USE OF THE PRODUCTS OR USE OF THE PRODUCTS THROUGH CUSTOMER'S ACCOUNT BY ANYONE ELSE, EVEN IF MERAKI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL MERAKI'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER AND ANYONE WHO USES THE SERVICE THROUGH CUSTOMER'S ACCOUNT, FOR ANY AND ALL CLAIMS UNDER ANY THEORY OF LAW OR EQUITY, EXCEED THE AGGREGATE PURCHASE PRICE ACROSS ALL ORDERS SUBMITTED BY CUSTOMER. CUSTOMER UNDERSTANDS THAT THESE LIMITATIONS OF MERAKI'S AND MERAKI'S SUPPLIERS' AND DISTRIBUTORS' LIABILITY ARE A FUNDAMENTAL PART OF THIS AGREEMENT. The provisions of this [Section 7.6](#) allocate risks under this Agreement between Meraki and Customer. Meraki's pricing of the Products reflects this allocation of risks and limitation of liability. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Customer, in which case Meraki's liabilities will be limited to the maximum extent allowed by law.

## ARTICLE 8 INDEMNITY

Customer will defend, indemnify, and hold Meraki, its affiliates, and their employees, officers, directors, successors, assigns, agents, and customers harmless from and against any and all liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees arising out of or in connection with any and all claims, demands, actions, or proceedings brought by a third party to the extent based upon: (i) any grossly negligent, reckless, or intentionally wrongful act of Customer or Customer's assistants, employees, agents, or End Users; (ii) Customer's or its End Users' misuse of the Products or breach of this Agreement; or (iii) Customer's unauthorized modification or alteration of the Hardware or Software, including any modification or alteration in violation of Sections 3.6 and 4.2, above; (iv) Customer's combination of the Hardware or Software with other products, software, or services not supplied or specified by Meraki; and (v) Customer's continued use of the Hardware or Software without implementation within a reasonable time period of modifications provided by Meraki.

## ARTICLE 9 MISCELLANEOUS

**9.1. Confidentiality.** Except as described in Section 5.4, any and all information provided directly or indirectly by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), including, but not limited to, any software, hardware, inventions, processes, designs, drawings, specifications, blueprints, technical information, know-how, trade secrets, product, marketing, business, or financial information related to the Disclosing Party (collectively, "**Confidential Information**"), will be kept confidential by the Receiving Party and may not be used, communicated, disclosed, or divulged, except as necessary in the performance of the Receiving Party's obligations under this Agreement or otherwise in connection with the deployment, operation, and maintenance of the Products. The Receiving Party agrees to limit access to the Confidential Information to those of its employees or contractors as are reasonably required for the purpose of performing the Receiving Party's obligations under this Agreement or otherwise in connection with the deployment, operation, and maintenance of the Products. Prior to disclosing any Confidential Information to any of its employees or contractors, the Receiving Party will obtain from each such employee or contractor an agreement substantially as protective of the Disclosing Party's Confidential Information as the provisions hereof and each employee or contractor agrees not to use such information except in the performance of obligations hereunder. Notwithstanding the foregoing, Confidential Information does not include any information that the Receiving Party can verify based on its written records was (a) already lawfully in the Receiving Party's possession without confidentiality obligations prior to receiving it from the Disclosing Party, (b) independently received from a third party without an accompanying duty of confidentiality and without breach of such third party's obligations of confidentiality, (c) becomes available in the public domain through no action or inaction of the Receiving Party, or (d) developed independently by the Receiving Party without use of or reference to Disclosing Party's Confidential Information. If Receiving Party becomes legally compelled to disclose any Confidential Information, other than pursuant to a confidentiality agreement, Receiving Party will provide Disclosing Party prompt written notice, if legally permissible, and will use its best efforts to assist Disclosing Party in seeking a protective order or another appropriate remedy.

**9.2. Entire Agreement.** This Agreement, the Order, and the Service Level Agreement (collectively, the "**Governing Documents**") constitute the entire agreement between Meraki and Customer with respect to the subject matter of the Governing Documents and supersede all prior agreements, understandings, and arrangements, oral or written, between Meraki and Customer. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter of the Governing Documents have been made either by Meraki or Customer which is not expressly set forth in the Governing Documents.

**9.3. Force Majeure.** Neither you nor Meraki will be liable under this Agreement by reason of any failure or delay in the performance of its obligations (except for payment obligations) on account of strikes (other than strikes of a party's own employees), shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions (other than with respect to a party's own employees), earthquakes, material shortages or any other causes that are beyond the reasonable control of such party so long as the parties will use commercially reasonable efforts, including the implementation of business continuity measures, to mitigate the effects of such force majeure.



**9.4. Independent Contractors.** You and Meraki are independent contractors. Neither of you, nor Meraki, nor any of your or our respective employees, customers or agents, will be deemed to be the representative, agent, or employee of the other for any purpose whatsoever, and none of them have the right or authority to assume or create an obligation of any kind or nature, express or implied, on behalf of the other, or to accept service of any legal claims or notices addressed to or intended for the other.

**9.5. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California. Customer submits to the jurisdiction in the federal or state courts of or located in Santa Clara County, California, with respect to any action or proceeding arising out of the Governing Documents, and Customer hereby waives any venue or other objection which it may have to any such action or proceeding being brought in the federal or state courts of in Santa Clara County, California.

**9.6. Consent to Electronic Communications; Notice.** By using the Products, you consent to receiving electronic communications from us. These communications may include notices about your account and information concerning or related to the Products. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. Any notice that you provide to us under this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to Meraki at the address set forth above and with the appropriate postage affixed.

**9.7. Export Control.** Customer will comply fully with all United States and any other country's export laws and regulations and ensure that none of the Products are directly or indirectly exported or re-exported to any country, person, entity, or End User in violation of, or for any use prohibited by, such export laws and regulations.

**9.8. Severability.** If any portion of this Agreement is held invalid by a court of competent jurisdiction, then such portion will be deemed to be of no force or effect, and this Agreement will be construed as if such portion had not been included herein. If the deletion of such provision materially impairs the commercial value of this Agreement, then Meraki and Customer will attempt to renegotiate such provision in good faith.

**9.9. Waiver.** No failure or delay by you or by us to exercise any right under this Agreement will constitute a waiver of that right.

**9.10. Headings.** The headings used in this End User Agreement are for convenience of reference only and do not affect the meaning or construction of this End User Agreement.

**9.11. Assignment.** Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either party, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Meraki may assign or otherwise transfer this Agreement without the consent of Customer to Cisco Systems, Inc. or its affiliates. Any attempted assignment in violation of this [Section 9.11](#) will be void and without effect. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

**9.12. Language.** The official language of this Agreement is English. All contract interpretations, notices and dispute resolutions will be in English. Any attachments or amendments to this End User Agreement will be in English. Translations of any of these documents will not be construed as official or original versions of such documents.

## **Subscriber Agreement**

This Subscriber Agreement (the "**Agreement**") is a legal agreement between you ("**You**") and Meraki Inc., a Delaware corporation with offices at 500 Terry Francois Blvd., San Francisco, CA 94158 ("**Meraki**"). BEFORE YOU CLICK ON THE "I AGREE" BUTTON, CAREFULLY READ THE TERMS

AND CONDITIONS OF THIS AGREEMENT. BY CLICKING ON THE "I AGREE" BUTTON, YOU ARE REPRESENTING THAT YOU ARE AT LEAST 18 YEARS OLD AND AGREE TO BE BOUND BY, AND ARE BECOMING A PARTY TO, THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "DECLINE" BUTTON AND YOU WILL NOT RECEIVE THE BENEFIT OF ANY SERVICES.

## SERVICE

- 1. User Account.** When You register and provide valid credit card information, a Meraki account will be created with an associated account number ("Meraki Account"). You are responsible for maintaining up-to-date and accurate information (including without limitation legal name, valid billing address, telephone number, credit card information) with respect to Your registration and Meraki Account. You are responsible for maintaining the secrecy of any passwords used in connection with Your Meraki Account and for all activities that occur under Your Meraki Account. Any activity that occurs under Your Meraki Account will be deemed to have been authorized by You.
- 2. Pre-Payment.** If You have not previously purchased a pre-paid Meraki services card, You must pre-pay for Your use of the Meraki services by providing a valid credit card and billing information. Your Meraki Account will be credited with service credits ("Credits") in either the amount of Your pre-paid card that You activate, or the amount You have authorized to be charged to your credit card, and such pre-paid Credits may be applied towards the use of Meraki services at any location where the Meraki services are made available by a third party network operator ("Network Operator"). You may not convert, cash-out or otherwise transfer Credits. Charges for Credits will be either in U.S. dollars or the local currency of Your billing address, in Meraki's discretion, and are exclusive of any taxes and duties or other amounts, however designated, which, if imposed by any taxing authority will be added to the prepayment amount charged to your credit card.
- 3. Authorization.** You hereby authorize Meraki to process Your credit card information and to charge your credit card in the amounts that You have purchased upon registration or when You update. All information that you provide Meraki will be used in accordance with Meraki's then current Privacy Policy, available at: <http://meraki.com/legal/privacy/>. Notwithstanding the foregoing, you expressly authorize Meraki to share your credit card and Meraki Account information with the Network Operator where You access the Meraki Services.
- 4. Internet Access.** You acknowledge and agree that the Meraki Services and associated Internet access are made available to You through the Network Operator. Meraki is the Network Operator's collection agent. If You should encounter any problems with Internet access or otherwise require technical support in connection with your use of the Internet, please contact your Network Operator.
- 5. Your Responsibilities.** You agree that you will comply with all applicable local, state, federal, and foreign laws in using the Meraki services and accessing and using the Internet. You assume all risk with Your use of the Meraki services and access and use of the Internet. You understand and agree that certain proprietary software of Meraki is embedded in the Meraki hardware. If You have access to Meraki hardware, you agree that you will not and will not permit others to, whether directly or indirectly use the Meraki hardware in any ways such as to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Meraki software (except to the extent that such activities may not be prohibited under applicable law); or (ii) remove any proprietary notices or labels on the Meraki hardware.

## Term and Termination

1. **Term.** This Agreement shall be effective from the date You register and create a Meraki Account and shall continue to stay in effect until terminated under [Section 2.2](#). If the contact information You have provided is false or fraudulent, Meraki reserves the right to terminate Your access to the Meraki services and Your Meraki Account immediately without any further obligation.
2. **Termination and Suspension.** You may at any time and for any reason terminate this Agreement. Meraki may, at its option, either terminate or suspend this Agreement or Your access to Your Meraki Account if (i) Meraki has reason to believe You have violated any term of this Agreement, any applicable law, or have provided false or fraudulent information; or (ii) You make a request directly to Your credit card company to invalidate a payment previously authorized by You. If Your Meraki Account remains inactive (meaning You have not used the Credits for Meraki services for which You have pre-paid) for a period of one (1) year, we reserve the right to close Your Meraki Account. You will not be entitled to a refund of any pre-paid Credits for Meraki services, and Your Credits will not roll over to any subsequent Meraki Account You may open, if this Agreement is terminated or Your Meraki Account is closed in accordance with the terms of this Agreement.
3. **Effect of Termination.** Upon termination of this Agreement Your Meraki Account will be closed and You will not be entitled to any refund of Credits purchased as a prepayment for Meraki Services that were not used prior to termination. Articles 3 and 4 shall survive termination of this Agreement.

#### **DISCLAIMER; Limitations of liability; REMEDIES**

1. **Disclaimer of Warranties.** MERAKI DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. YOU UNDERSTAND AND AGREE THAT THE MERAKI SERVICES ARE PROVIDED "AS IS." MERAKI MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT USE OF THE MERAKI SERVICES OR ACCESS TO THE INTERNET WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; NOR DOES MERAKI MAKE ANY WARRANTY AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE MERAKI SERVICE OR INTERNET. FURTHER, MERAKI DOES NOT WARRANT THAT THE MERAKI SERVICE OR MERAKI HARDWARE OR THE MERAKI SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MERAKI ALSO ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT YOUR HARDWARE OR SOFTWARE. Because some jurisdictions do not permit the exclusion of certain warranties, some of the foregoing disclaimers may not apply to You.
2. **Exclusion and Limitation of Liability.** IN NO EVENT WILL MERAKI OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST INFORMATION, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES OF ANY NATURE ARISING FROM OR RELATING TO YOUR USE OF THE MERAKI SERVICES, MERAKI HARDWARE, OR USE OF THE SERVICE THROUGH YOUR ACCOUNT BY ANYONE ELSE, EVEN IF MERAKI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. **IN NO CASE WILL MERAKI'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS UNDER ANY THEORY OF LAW, EXCEED THE TOTAL AMOUNT OF PREPAYMENT IN YOUR ACCOUNT AT THE TIME OF THE EVENT GIVING RISE TO THE LIABILITY. YOU UNDERSTAND THAT THESE LIMITATIONS OF LIABILITY ARE A FUNDAMENTAL PART OF THIS AGREEMENT.** Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You, in which case Meraki's liabilities shall be limited to the maximum extent allowed by law.

3. **Indemnity.** YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS MERAKI FROM AND AGAINST ANY AND ALL CLAIMS, PROCEEDINGS, INJURIES, LIABILITIES, LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), INCLUDING, BUT NOT LIMITED TO, CLAIMS ALLEGING NEGLIGENCE OR INFRINGEMENT RELATING TO OR ARISING OUT OF YOUR BREACH OF ANY TERM OF THIS AGREEMENT, YOUR USE OF THE MERAKI SERVICES, OR YOUR USE OF THE INTERNET.

## MISCELLANEOUS

1. **Force Majeure.** Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for payment obligations) on account of strikes (other than strikes of a party's own employees), shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions (other than with respect to a party's own employees), earthquakes, material shortages or any other causes that are beyond the reasonable control of such party; provided, however, that the parties will use commercially reasonable efforts, including the implementation of business continuity measures, to mitigate the effects of such force majeure.
2. **Independent Contractors.** The Parties hereto are independent contractors. Neither Party to this Agreement nor any of its employees, customers or agents, shall be deemed to be the representative, agent or employee of the other Party for any purpose whatsoever, nor shall any of them have the right or authority to assume or create an obligation of any kind or nature, express or implied, on behalf of the other, nor to accept service of any legal claims or notices addressed to or intended for the other.
3. **Amendment; No Waiver.** This Agreement cannot be amended, changed, modified or supplemented orally, and no amendment, change, modification or supplement of this Agreement shall be recognized nor have any effect, unless the writing in which it is set forth is signed by both Parties, nor shall any waiver of any of the provisions of this Agreement be effective unless in writing and signed by the Party to be charged therewith. The failure of either Party to enforce, at any time, or for any period of time, any provision hereof or the failure of either Party to exercise any option herein shall not be construed as a waiver of such provision or option and shall in no way affect that Party's right to enforce such provision or exercise such option. No waiver of any provision hereof shall be deemed to be, or shall constitute, a waiver of any other provision, or with respect to any succeeding breach of the same provision.
4. **Governing Law/Arbitration.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. Any dispute relating in any way to your use of the Meraki services, the will be submitted to confidential arbitration in Santa Clara County, California, except that, to the extent you have in any manner violated or threatened to violate any proprietary rights of Meraki or its licensors, we may seek injunctive or other appropriate relief in any state, federal, or national court of competent jurisdiction (and you hereby irrevocably consent to nonexclusive jurisdiction and venue of the state and federal courts of California with respect to any such matters). Arbitration under this Agreement will be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement will be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.
5. **Severability.** If any portion of this Agreement is held invalid by a court of competent jurisdiction, such portion shall be deemed to be of no force and effect and this Agreement shall be construed as if such portion had not been included herein, provided however, if the deletion of such provision materially impairs the commercial value of this Agreement to either Party, the Parties shall attempt to renegotiate such provision in good faith.

6. **Entire Agreement.** This Agreement constitutes the entire agreement between You and Meraki with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements, oral or written. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by Meraki which are not expressly set forth in this Agreement.
7. **Assignment.** Your Meraki Account is for the benefit of You and people authorized by You to access Your Account. You may not transfer any Credits to any other person or account, or otherwise attempt to assign this Agreement to any other party. Any attempt to do so shall be void.
8. **Headings.** The headings used in this Agreement are for convenience of reference only and shall not affect the meaning or construction of this Agreement.
9. **Language.** The official language of this Agreement is English. All contract interpretations, notices and dispute resolutions shall be in English.
10. **Modification.** Meraki may modify any of the terms and conditions contained in this Agreement, at any time and in Meraki's sole discretion, by posting a change notice or updated version on the Meraki Website. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED USE OF THE MERAKI SERVICE OR YOUR MERAKI ACCOUNT FOLLOWING MERAKI'S POSTING OF A CHANGE NOTICE OR UPDATED AGREEMENT WILL CONSTITUTE YOUR ACCEPTANCE OF THE CHANGE.
11. **Notices.** Any notice required or permitted by this Agreement shall be deemed given if delivered by registered mail, postage prepaid, three (3) days after deposit with postal authorities. Meraki will provide legal notices to You at the then current address listed in Your Meraki Account. You will provide any legal notices to Meraki at 500 Terry François Boulevard, San Francisco, California 94158, or such other address as Meraki may post on its website in accordance with Section 4.10 above.

## Subscriber Agreement

This Subscriber Agreement (the "**Agreement**") is a legal agreement between you ("**You**") and Meraki Inc., a Delaware corporation with offices at 500 Terry François Blvd., San Francisco, CA 94158 ("**Meraki**"). BEFORE YOU CLICK ON THE "I AGREE" BUTTON, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY CLICKING ON THE "I AGREE" BUTTON, YOU ARE REPRESENTING THAT YOU ARE AT LEAST 18 YEARS OLD AND AGREE TO BE BOUND BY, AND ARE BECOMING A PARTY TO, THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "DECLINE" BUTTON AND YOU WILL NOT RECEIVE THE BENEFIT OF ANY SERVICES.

### SERVICE

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- 2. Pre-Payment.** If You have not previously purchased a pre-paid Meraki services card, You must pre-pay for Your use of the Meraki services by providing a valid credit card and billing information. Your Meraki Account will be credited with service credits ("Credits") in either the amount of Your pre-paid card that You activate, or the amount You have authorized to be charged to your credit card, and such pre-paid Credits may be applied towards the use of Meraki services at any location where the Meraki services are made available by a third party network operator ("Network Operator"). You may not convert, cash-out or otherwise transfer Credits. Charges for Credits will be either in U.S. dollars or the local currency of Your billing address, in Meraki's discretion, and are exclusive of any taxes and duties or other amounts, however designated, which, if imposed by any taxing authority will be added to the prepayment amount charged to your credit card.
- 3. Authorization.** You hereby authorize Meraki to process Your credit card information and to charge your credit card in the amounts that You have purchased upon registration or when You update. All information that you provide Meraki will be used in accordance with Meraki's then current Privacy Policy, available at: <http://meraki.com/legal/privacy/>. Notwithstanding the foregoing, you expressly authorize Meraki to share your credit card and Meraki Account information with the Network Operator where You access the Meraki Services.
- 4. Internet Access.** You acknowledge and agree that the Meraki Services and associated Internet access are made available to You through the Network Operator. Meraki is the Network Operator's collection agent. If You should encounter any problems with Internet access or otherwise require technical support in connection with your use of the Internet, please contact your Network Operator.
- 5. Your Responsibilities.** You agree that you will comply with all applicable local, state, federal, and foreign laws in using the Meraki services and accessing and using the Internet. You assume all risk with Your use of the Meraki services and access and use of the Internet. You understand and agree that certain proprietary software of Meraki is embedded in the Meraki hardware. If You have access to Meraki hardware, you agree that you will not and will not permit others to, whether directly or indirectly use the Meraki hardware in any ways such as to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Meraki software (except to the extent that such activities may not be prohibited under applicable law); or (ii) remove any proprietary notices or labels on the Meraki hardware.

## Term and Termination

1. **Term.** This Agreement shall be effective from the date You register and create a Meraki Account and shall continue to stay in effect until terminated under [Section 2.2](#). If the contact information You have provided is false or fraudulent, Meraki reserves the right to terminate Your access to the Meraki services and Your Meraki Account immediately without any further obligation.
2. **Termination and Suspension.** You may at any time and for any reason terminate this Agreement. Meraki may, at its option, either terminate or suspend this Agreement or Your access to Your Meraki Account if (i) Meraki has reason to believe You have violated any term of this Agreement, any applicable law, or have provided false or fraudulent information; or (ii) You make a request directly to Your credit card company to invalidate a payment previously authorized by You. If Your Meraki Account remains inactive (meaning You have not used the Credits for Meraki services for which You have pre-paid) for a period of one (1) year, we reserve the right to close Your Meraki Account. You will not be entitled to a refund of any pre-paid Credits for Meraki services, and Your Credits will not roll over to any subsequent Meraki Account You may open, if this Agreement is terminated or Your Meraki Account is closed in accordance with the terms of this Agreement.
3. **Effect of Termination.** Upon termination of this Agreement Your Meraki Account will be closed and You will not be entitled to any refund of Credits purchased as a prepayment for Meraki Services that were not used prior to termination. Articles 3 and 4 shall survive termination of this Agreement.

## DISCLAIMER; Limitations of liability; REMEDIES

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2. **Exclusion and Limitation of Liability.** IN NO EVENT WILL MERAKI OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST INFORMATION, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES OF ANY NATURE ARISING FROM OR RELATING TO YOUR USE OF THE MERAKI SERVICES, MERAKI HARDWARE, OR USE OF THE SERVICE THROUGH YOUR ACCOUNT BY ANYONE ELSE, EVEN IF MERAKI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. **IN NO CASE WILL MERAKI'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS UNDER ANY THEORY OF LAW, EXCEED THE TOTAL AMOUNT OF PREPAYMENT IN YOUR ACCOUNT AT THE TIME OF THE EVENT GIVING RISE TO THE LIABILITY. YOU UNDERSTAND THAT THESE LIMITATIONS OF LIABILITY ARE A FUNDAMENTAL PART OF THIS AGREEMENT.** Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above

limitation or exclusion may not apply to You, in which case Meraki's liabilities shall be limited to the maximum extent allowed by law.

3. **Indemnity.** YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS MERAKI FROM AND AGAINST ANY AND ALL CLAIMS, PROCEEDINGS, INJURIES, LIABILITIES, LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), INCLUDING, BUT NOT LIMITED TO, CLAIMS ALLEGING NEGLIGENCE OR INFRINGEMENT RELATING TO OR ARISING OUT OF YOUR BREACH OF ANY TERM OF THIS AGREEMENT, YOUR USE OF THE MERAKI SERVICES, OR YOUR USE OF THE INTERNET.

## MISCELLANEOUS

1. **Force Majeure.** Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for payment obligations) on account of strikes (other than strikes of a party's own employees), shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions (other than with respect to a party's own employees), earthquakes, material shortages or any other causes that are beyond the reasonable control of such party; provided, however, that the parties will use commercially reasonable efforts, including the implementation of business continuity measures, to mitigate the effects of such force majeure.
2. **Independent Contractors.** The Parties hereto are independent contractors. Neither Party to this Agreement nor any of its employees, customers or agents, shall be deemed to be the representative, agent or employee of the other Party for any purpose whatsoever, nor shall any of them have the right or authority to assume or create an obligation of any kind or nature, express or implied, on behalf of the other, nor to accept service of any legal claims or notices addressed to or intended for the other.
3. **Amendment; No Waiver.** This Agreement cannot be amended, changed, modified or supplemented orally, and no amendment, change, modification or supplement of this Agreement shall be recognized nor have any effect, unless the writing in which it is set forth is signed by both Parties, nor shall any waiver of any of the provisions of this Agreement be effective unless in writing and signed by the Party to be charged therewith. The failure of either Party to enforce, at any time, or for any period of time, any provision hereof or the failure of either Party to exercise any option herein shall not be construed as a waiver of such provision or option and shall in no way affect that Party's right to enforce such provision or exercise such option. No waiver of any provision hereof shall be deemed to be, or shall constitute, a waiver of any other provision, or with respect to any succeeding breach of the same provision.
4. **Governing Law/Arbitration.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. Any dispute relating in any way to your use of the Meraki services, the will be submitted to confidential arbitration in Santa Clara County, California, except that, to the extent you have in any manner violated or threatened to violate any proprietary rights of Meraki or its licensors, we may seek injunctive or other appropriate relief in any state, federal, or national court of competent jurisdiction (and you hereby irrevocably consent to nonexclusive jurisdiction and venue of the state and federal courts of California with respect to any such matters). Arbitration under this Agreement will be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement will be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.
5. **Severability.** If any portion of this Agreement is held invalid by a court of competent jurisdiction, such portion shall be deemed to be of no force and effect and this Agreement



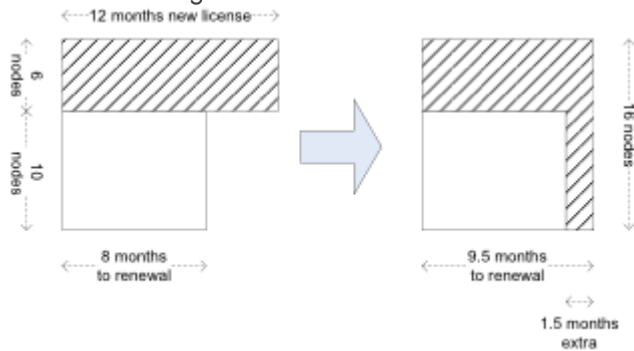
shall be construed as if such portion had not been included herein, provided however, if the deletion of such provision materially impairs the commercial value of this Agreement to either Party, the Parties shall attempt to renegotiate such provision in good faith.

6. **Entire Agreement.** This Agreement constitutes the entire agreement between You and Meraki with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements, oral or written. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by Meraki which are not expressly set forth in this Agreement.
7. **Assignment.** Your Meraki Account is for the benefit of You and people authorized by You to access Your Account. You may not transfer any Credits to any other person or account, or otherwise attempt to assign this Agreement to any other party. Any attempt to do so shall be void.
8. **Headings.** The headings used in this Agreement are for convenience of reference only and shall not affect the meaning or construction of this Agreement.
9. **Language.** The official language of this Agreement is English. All contract interpretations, notices and dispute resolutions shall be in English.
10. **Modification.** Meraki may modify any of the terms and conditions contained in this Agreement, at any time and in Meraki's sole discretion, by posting a change notice or updated version on the Meraki Website. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT. YOUR CONTINUED USE OF THE MERAKI SERVICE OR YOUR MERAKI ACCOUNT FOLLOWING MERAKI'S POSTING OF A CHANGE NOTICE OR UPDATED AGREEMENT WILL CONSTITUTE YOUR ACCEPTANCE OF THE CHANGE.
11. **Notices.** Any notice required or permitted by this Agreement shall be deemed given if delivered by registered mail, postage prepaid, three (3) days after deposit with postal authorities. Meraki will provide legal notices to You at the then current address listed in Your Meraki Account. You will provide any legal notices to Meraki at 500 Terry François Boulevard, San Francisco, California 94158, or such other address as Meraki may post on its website in accordance with Section 4.10 above.

## License Co-Termination Summary

If a license is added to an existing network within the duration of the license period, credit is added to the new license by extending the renewal date. Below is a conceptual example.

Assume the original purchase included ten APs, each with a 1-year license. Also assume four months into the license term there are six additional APs added, each with a 1-year license. Extra credit is applied with value of 4 additional months \* 6 additional APs = 24 additional 'AP-months'. This gives an additional 24 months / 16 total AP's in the organization = an additional 1.5 months to the license term for the whole organization.



## Detailed explanation of licensing co-termination

Products	Edition	Base_Price
Wireless	Enterprise	\$150.00
Wireless	Advanced Security	\$150.00
MX50	Enterprise	\$500.00
MX50	Advanced Security	\$1000.00
MX60	Enterprise	\$250.00
MX60	Advanced Security	\$500.00
MX60W	Enterprise	\$275.00
MX60W	Advanced Security	\$550.00
MX70	Enterprise	\$1000.00
MX70	Advanced Security	\$2000.00
MX80	Enterprise	\$1000.00
MX80	Advanced Security	\$2000.00
MX100	Enterprise	\$2500.00
MX100	Advanced Security	\$5000.00

Products	Edition	Base_Price
MX400	Enterprise	\$8000.00
MX400	Advanced Security	\$16000.00
MX600	Enterprise	\$16000.00
MX600	Advanced Security	\$32000.00
Z1	Enterprise	\$25.00
MS320-24P	Enterprise	\$325.00
SM	Enterprise	\$20.00

## Mathematical Expression

### Examples

### Frequently Asked Questions

### Open Source/Licenses

This page contains versions of the RedBoot bootloader, Linux kernel and OpenWRT distribution modified to run on the Meraki hardware, along with associated licenses. Please note that custom firmware images are not supported by Meraki and may put your device in a non-working state. Devices with custom firmware images are not covered under the limited warranty.

Enjoy!

- [Meraki Linux Files](#)
- [Firmware Licenses](#)

### Third Party Licenses

The following products are subject to the VRT Certified Rules License Agreement:

- [MX60](#)
- [MX60W](#)
- [MX80](#)
- [MX100](#)
- [MX400](#)
- [MX600](#)

For the latest version of the VRT Certified Rules License Agreement, click [here](#).

- SOURCEFIRE VRT CERTIFIED RULES LICENSE AGREEMENT
- SOURCEFIRE, INC.
- VRT CERTIFIED RULES LICENSE AGREEMENT
- VERSION 1.2

THE VRT CERTIFIED RULES ARE LICENSED TO EACH LICENSEE BY SOURCEFIRE, INC. ("SOURCEFIRE") UNDER THE TERMS OF THIS VRT CERTIFIED RULES LICENSE AGREEMENT

(THE "AGREEMENT"). BY CLICKING THE "ACCEPT" BUTTON BELOW, OR BY DOWNLOADING, INSTALLING OR USING THE RULES, EACH LICENSEE IS CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK THE "ACCEPT" BUTTON, AND DO NOT DOWNLOAD, INSTALL OR USE ANY PART OF THE RULES.

## 1. Definitions.

**1.1. "Commercial Purpose"** means the use, reproduction or distribution, directly or indirectly, of the Rules or any Modification, or any portion of the foregoing, or a Compilation that includes, in whole or in part, the Rules or any Modification thereto that in either case is intended to result in a direct or indirect pecuniary gain or any other consideration or economic benefit to any person or entity involved in such use, reproduction or distribution. Examples of a Commercial Purpose, include without limitation, (v) integrating the Rules with other software or hardware for sale, (w) licensing the Rules for a fee, (x) using the Rules to provide a service to a third party, (y) selling the Rules, or (z) distributing the Rules for use with other products or other services.

**1.2. "Compilation"** means a work which combines the Rules or any Modification or portions thereof with any services, programs, code or other products not governed by the terms of this Agreement.

**1.3. "Improvements"** shall mean a Modification to a Rule (or to a Modified Rule) that corrects a bug, defect, or error in such Rule without affecting the overall functionality of such Rule (or Modification thereof).

**1.4. "Licensee"** means either a Subscriber or a Registered User.

**1.5. "Modifications" or "Modified"** means any alteration, addition to or deletion from the substance or structure of the VRT Certified Rules or any Modifications of such, including, without limitation,

(a) any addition to or deletion to the contents of a file containing a VRT Certified Rule or a Modification;

(b) any derivative of the VRT Certified Rule or of any Modified VRT Certified Rule; or

(c) any new file that contains any part of the VRT Certified Rule or Modified VRT Certified Rule.

**1.6. "Registered User"** shall mean an individual who has registered on [www.snort.org](http://www.snort.org) to use the Registered User VRT Rules without a fee for such use.

**1.7. "Registered User VRT Rules"** means those VRT Certified Rules that are made generally available to [snort.org](http://snort.org) registered users.

**1.8. "Restricted Activities"** shall have the meaning given such term in Section 2.3.

**1.9. "Rules"** shall mean both the Subscriber VRT Rules and the Registered User VRT Rules.

**1.10. "Subscriber"** shall mean an individual or entity who has registered as a subscriber on [www.snort.org](http://www.snort.org) to use the Subscriber VRT Rules and who has paid the applicable license fees for such use.

**1.11. "Subscriber VRT Rules"** means those VRT Certified Rules distributed thirty (30) days in advance of a general release of the VRT Certified Rules for a fee.

**1.12. "VRT Certified Rules"** means specifically formulated network traffic characteristics and instructions in text form, source code form or object code form (including the structure, sequence, organization and syntax of such network traffic characteristics), and all documentation related thereto,

that have been created, developed, tested and officially approved by Sourcefire. These rules are designated with SIDs of 3,465 – 1,000,000.

## 2. License Grant.

**2.1. Subscriber VRT Rules License Grant.** Only Subscribers may exercise the rights under this Section 2.1. Subject to the terms and conditions of this Agreement and in consideration of the license fee paid by a Subscriber, Sourcefire hereby grants to such Subscriber a world-wide, non-transferable, non sub-licensable, non-exclusive license to do any of the following with respect to the Subscriber VRT Rules:

(a) download, install and use the Subscriber VRT Rules only on the maximum number of Snort® sensors subscribed to, and paid for, by such Subscriber;

(b) Modify the Subscriber VRT Rules and install and use those Modified Subscriber VRT Rules consistent with paragraph (a);

(c) reproduce the Subscriber VRT Rules as strictly necessary in exercising its rights under this Section 2.1; and

(d) make the Subscriber VRT Rules (or any Modification) available to the Subscriber's consultants, agents and/or subcontractors for the limited purpose of exercising its rights under this Section 2.1, provided that such use is in compliance with this Agreement. A Subscriber may install and use only a single copy of the Subscriber VRT Rules or a single copy of the Modified Subscriber VRT Rules on a single Snort® sensor. Paragraphs (a) through (d) of this Section 2.1 are collectively referred to as the "Subscriber Permitted Uses". All rights not granted under this Agreement are reserved by Sourcefire.

**2.2. Registered User VRT Rules License Grant.** Subject to the terms and conditions of this Agreement, Sourcefire hereby grants each Registered User a world-wide, non-exclusive license to do any of the following with respect to the Registered User VRT Rules:

(a) Download, install, use and deploy the Registered User VRT Rules on Snort® sensors that such Registered User manages (over which such Registered User has administrative control);

(b) modify the Registered User VRT Rules and use those Modifications consistent with paragraph 2.1(a) above;

(c) distribute the Registered User VRT Rules and any Modifications generally available to Registered Users on a limited basis to other Registered Users;

(d) distribute any Improvement generally available to Registered Users on mailing lists commonly used by the Snort® user community as a whole;

(e) reproduce the Registered User VRT Rules as strictly necessary in exercising the rights under this Section 2.2; and

(f) Make the VRT Certified Rules (or any Modification) available to the Registered User's consultants, agents and subcontractors for the limited purpose of exercising its rights under this Section 2.2 provided that such use is in compliance with this Agreement.

Paragraphs (a) through (f) of this Section 2.2 are collectively referred to as the "Registered User Permitted Uses". All rights not granted under this Agreement are reserved by Sourcefire.

**2.3. Limitations on License; Restricted Activities.** Each Licensee recognizes and agrees that the Rules are the property of Sourcefire, contain valuable assets and proprietary information and property of Sourcefire, and are provided to such Licensee under the terms and conditions of this Agreement.

Notwithstanding anything to the contrary in this Agreement, each Licensee agrees that he, she or it shall NOT do any of the following without Sourcefire's prior written consent:

(a) Download, use, install, deploy, perform, modify, license, display, reproduce, distribute or disclose the Rules or Modifications thereto (even if merged with other materials as a Compilation) other than as allowed under a Subscriber Permitted Use or a Registered User Permitted Use;

(b) sell, license, transfer, rent, loan, download, use, install, deploy, perform, modify, reproduce, distribute or disclose the Rules or any Modifications thereto (in whole or in part and whether done independently or as part of a Compilation) for a Commercial Purpose;

(c) post or make generally available any Rule or any Modifications thereto (in whole or in part) to individuals or a group of individuals who have not agreed to the terms and conditions of this Agreement, provided, however, that nothing in this Section 2.3© shall preclude the Permitted Use in Section 2.2(d);

(d) share any user authentication information and/or password provided to a Licensee by Sourcefire with any third party to allow such party to access Licensee's snort.org account or to otherwise access the Rules;

(e) alter or remove any copyright notice or proprietary legend contained in or on the Rules.

Paragraphs (a) through (e) of this Section 2.3 are collectively referred to as the "Restricted Activities").

**2.4. Reproduction Obligations.** Each Licensee agrees that any embodiment of the Rules permitted under this Agreement will contain the notices set forth in Exhibit A. In addition, to the extent a Licensee makes any copies of the Rules or any Modifications under this Agreement, each Licensee agrees to ensure that any and all such copies shall contain:

(a) a copy of an appropriate copyright notice and all other applicable proprietary legends;

(b) a disclaimer of any warranty consistent with this Agreement; and

(c) any and all notices referencing this Agreement and absence of warranties.

### 3. Modifications; Derivative Works.

In the event a Licensee creates a Modification, the use, reproduction and distribution of such Modifications shall be governed by the terms and conditions of this Agreement. Additionally, each Licensee hereby grants Sourcefire and any other Licensee of the Rules an irrevocable, perpetual, fully paid-up, world-wide, royalty-free, non-exclusive license to download, use, reproduce, modify, display, perform and distribute such Modifications (and the source code thereto), provided, however, that a Licensee and any recipient of such Modifications must include:

(a) the original copyright notice and all other applicable proprietary legends;

(b) the original warranty disclaimer;

(c) the original notices referencing this Agreement and absence of warranties; and

(d) a prominent notice stating that the Licensee changed the Rule (or any Modification thereto) and the date of any change.

### 4. Distribution Obligations.

**4.1. General.** The Registered User VRT Rules (or any Modification thereof) may be distributed only under the terms of this Agreement, and each Licensee must include a copy of this Agreement with every copy of the Registered User VRT Rules it distributes. Under no circumstance may a Subscriber distribute Subscriber VRT Rules.

**4.2. Required Notices.** Each Licensee must duplicate the notice in Exhibit A in each file of the Rules. If it is not possible to include such notice in a particular file due to its structure, then each Licensee must include such notice in a location (such as a relevant directory) where a user would be likely to look for such a notice. If a Licensee creates one or more Modifications such Licensee may add his/her/its name as a contributor to the notice described in Exhibit A. Each Licensee must also duplicate this Agreement in any documentation for Rules or any Modification where such Licensee describes recipients, rights or ownership rights relating to the Rules. To the extent a Licensee offers additional warranty, support, indemnity or liability obligations, such Licensee may do so only on his/her/its own behalf, and not on behalf of Sourcefire. Each Licensee must make it absolutely clear that any such warranty, support, indemnity or liability obligation is offered by him/her/it alone, and such Licensee hereby agrees to indemnify and hold Sourcefire harmless for any liability incurred by Sourcefire as a result of any warranty, support, indemnity or liability terms offered by such Licensee.

## 5. Inability to Comply Due to Statute or Regulation.

If it is impossible for a Licensee to comply with any of the terms of this Agreement with respect to some or all of the Rules due to statute, judicial order, or regulation then such Licensee must: (a) comply with the terms of this Agreement to the maximum extent possible; and (b) describe the limitations and the Rule affected. Such description must be included with all distributions of the Rules. Except to the extent prohibited by statute or regulation, such description must be sufficiently detailed for a recipient of ordinary skill to be able to understand it.

## 6. Application of this Agreement.

This Agreement also applies to rules to which Sourcefire has attached the notice in Exhibit A and to related Modifications created under Section 3.

## 7. Representations and Warranties.

Each Licensee represents and warrants that the information he/she/it provided to Sourcefire when registering as either a Registered User or a Subscriber is complete and accurate in all respects, and if any person is acting in a representative capacity, such person has the right, power and authority to so act. Each Subscriber further represents and warrants that the subscription categories selected (e.g., personal or business use) by such Subscriber accurately reflects such Subscriber's intended use of the Subscriber VRT Rules.

## 8. Versions of the Agreement.

**8.1. New Versions.** Sourcefire may publish revised and/or new versions of the Agreement from time to time. Each version of the Agreement will be distinguished by a version number.

**8.2. Effect of New Versions.** Once a Rule has been published under a particular version of the Agreement, a Licensee may always use the Rule under the terms of that version. A Licensee may also choose to use such Rule under the terms of any subsequent version of the Agreement published by Sourcefire. No one other than Sourcefire has the right to modify the terms of the Agreement applicable to a Rule.

## 9. DISCLAIMER OF WARRANTY.

THE RULES AND MODIFICATIONS ARE PROVIDED UNDER THIS AGREEMENT ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE RULES OR THE MODIFICATIONS ARE FREE

OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO PERFORMANCE OF THE RULES AND MODIFICATIONS IS WITH THE LICENSEE OR RECIPIENT. SHOULD THE RULES OR MODIFICATIONS PROVE DEFECTIVE IN ANY RESPECT, THE LICENSEE (NOT SOURCEFIRE) ASSUMES THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF ANY RULE OR ANY MODIFICATION IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

## 10. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL THE LICENSEE OR SOURCEFIRE BE LIABLE TO ANY PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, SECURITY BREACHES OR FAILURES, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY.

## 11. Termination.

This Agreement and the rights granted hereunder will terminate automatically if the Licensee breaches any or all of the terms herein and fails to cure such breach within 30 days of becoming aware of the breach. Additionally, Sourcefire may terminate this Agreement for convenience at any time by providing the Licensee thirty (30) days notice. Provisions which, by their nature, must remain in effect beyond the termination of this Agreement shall survive.

## 12. United States Government Users.

If the Rules or Modifications are being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in the Rules and Modifications shall be subject to Sourcefire's standard commercial terms and only as set forth in this Agreement; and only with "Limited Rights" and "Restricted Rights" as defined the federal regulations if the commercial terms are deemed not to apply.

## 13. Miscellaneous.

This Agreement represents the complete agreement concerning the subject matter hereof. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be governed by Maryland law provisions, excluding its conflict-of-law provisions. Any litigation relating to this Agreement shall be subject to the jurisdiction of the state and Federal Courts serving Greenbelt, Maryland, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys' fees and expenses. Each Licensee hereby submits to jurisdiction and venue in such courts. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this Agreement. Headings and section references are used for reference only and shall not be used define, limit or describe such section.

## EXHIBIT A – VRT Certified Rules License Agreement

The contents of this file are subject to the VRT Certified Rules License Agreement 1.2 (the "Agreement"). You may not use this file except in compliance with the Agreement. You may obtain a copy of the Agreement at [http://www.snort.org/vrt/rules/vrt\\_license](http://www.snort.org/vrt/rules/vrt_license).



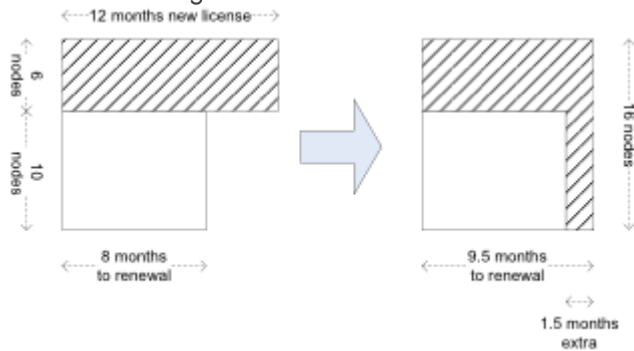
Software distributed under the Agreement is distributed on an “AS IS” basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the Agreement for the specific language governing rights and limitations under the Agreement.

The developer of the Subscriber VRT Rules and the Registered User VRT Rules is Sourcefire, Inc., a Delaware corporation.

## License Co-Termination Summary

If a license is added to an existing network within the duration of the license period, credit is added to the new license by extending the renewal date. Below is a conceptual example.

Assume the original purchase included ten APs, each with a 1-year license. Also assume four months into the license term there are six additional APs added, each with a 1-year license. Extra credit is applied with value of 4 additional months \* 6 additional APs = 24 additional 'AP-months'. This gives an additional 24 months / 16 total AP's in the organization = an additional 1.5 months to the license term for the whole organization.



This section describes in detail each step of the co-termination algorithm which is reflected mathematically in the next section. The dollar value of each license, for purposes of the co-termination calculation, is the one-year list price of the applicable license purchased (the “**Base Price**” of such license — see table of base prices below).

The co-termination date is then computed by, first, determining the amount of time remaining on the existing licenses in a customer’s organization by subtracting the license expiration date (available in the customer’s Dashboard account) from the current date (such difference, the “**Remaining Days**”).

The amount of additional time allocable to the new licenses purchased is determined by multiplying a one-year period of 365 days by the term (of years) of the new licenses purchased (the “**New Time Purchased**”) and subtracting from the New Time Purchased the number of days of Remaining Days (such difference, the “**Incremental Days**,” expressed in days).

The Incremental Days is then converted to a dollar-value unit of time by adding together, for each type of new license purchased, the product of (i) Incremental Time, (ii) the Base Price of the such new license-type purchased, and (iii) the number of such new license-type purchased (the sum of all such products, the “**Incremental Dollar Days**”).

In order to determine how many additional days the new purchase adds to the license term of a customer’s organization, the daily usage rate of these dollar-value units of time must be calculated. This is determined by adding together, for each type of license in the organization, the product of (i) the Base Price of each license type and (ii) the number of licenses of such type (the sum of all such products is your Network’s “**Daily License Usage Rate**”).

The actual number of incremental days to be added to the organization’s licenses as a result of the new purchase is calculated by dividing the Incremental Dollar Days by the Daily License Usage Rate (such quotient, the “**Incremental Time Purchased**”).

The new co-termination date is finally calculated by adding the Incremental Time Purchased to the Remaining Days.

License Base Price Table (does not include all licenses)

<b>Products</b>	<b>Edition</b>	<b>Base_Price</b>
Wireless	Enterprise	\$150.00
Wireless	Advanced Security	\$150.00
MX50	Enterprise	\$500.00
MX50	Advanced Security	\$1000.00
MX60	Enterprise	\$250.00
MX60	Advanced Security	\$500.00
MX60W	Enterprise	\$275.00
MX60W	Advanced Security	\$550.00
MX70	Enterprise	\$1000.00
MX70	Advanced Security	\$2000.00
MX80	Enterprise	\$1000.00
MX80	Advanced Security	\$2000.00
MX100	Enterprise	\$2500.00
MX100	Advanced Security	\$5000.00
MX400	Enterprise	\$8000.00
MX400	Advanced Security	\$16000.00
MX600	Enterprise	\$16000.00
MX600	Advanced Security	\$32000.00
Z1	Enterprise	\$25.00
MS320-24P	Enterprise	\$325.00
SM	Enterprise	\$20.00

## Overview



**99.99% Reliability SLA**



**Two-factor Authentication**



**Highly Available Redundant Architecture**



## SSAE16 Type II Audited Datacenters

Cisco Meraki operates the industry's largest-scale Cloud Networking service. The Cisco Meraki cloud service powers over tens of thousands of networks worldwide and connects millions of devices. Cisco Meraki also has the most experience in the cloud, having run its production service continuously for seven years. The Cisco Meraki Cloud Networking platform is trusted by thousands of IT professionals, from enterprises to hospitals, banks, and retailers.

This website is the central repository of information regarding security, privacy, and reliability as related to Cisco Meraki cloud hosted services. Here you will find information concerning:

- Our datacenters, our security processes, and certifications
- How we safeguard your data
- Best practices for securing your organization's network
- How Cisco Meraki networks continue to operate when disconnected from the cloud
- PCI compliance information, tools, and best practices
- Cisco Meraki's 99.99% uptime Service Level Agreement

## Cisco Meraki Datacenter Design

The Cisco Meraki service is colocated in tier-1, SAS70 type II / SSAE16 certified datacenters. These datacenters feature state of the art physical and cyber security and highly reliable designs. All Cisco Meraki services are replicated across multiple independent datacenters, so that customer-facing services fail over rapidly in the event of a catastrophic datacenter failure.

### Availability Monitoring

- 99.99% uptime service level agreement (that's under one hour per year)
- 24x7 automated failure detection — all servers are tested every five minutes from multiple locations
- Rapid escalation procedures across multiple operations teams
- Independent outage alert system with 3x redundancy

### Redundancy

- Globally distributed datacenters
- Every customer's data (network configuration and usage metrics) replicated across three independent datacenters
- Real-time replication of data between datacenters (within 60 seconds)
- Nightly archival backups

### Disaster Recovery

- Rapid failover to hot spare in event of hardware failure or natural disaster
- Out of band architecture preserves end-user network functionality, even if connectivity to the Cisco Meraki cloud services is interrupted
- Failover procedures drilled weekly

### Cloud Services Security

- 24x7 automated intrusion detection
- Protected via IP and port-based firewalls
- Remote access restricted by IP address and verified by public key (RSA)
- Systems are not accessible via password access
- Administrators automatically alerted on configuration changes

### **Out-of-Band Architecture**

- Only network configuration and usage statistics are stored in the cloud
- End user data does not traverse through the datacenter
- All sensitive data (e.g., passwords) stored in encrypted format

### **Physical Security**

- A high security card key system and biometric readers are utilized to control facility access
- All entries, exits, and cabinets are monitored by video surveillance
- Security guards monitor all traffic into and out of the datacenters 24x7, ensuring that entry processes are followed

### **Disaster Preparedness**

- Datacenters feature sophisticated sprinkler systems with interlocks to prevent accidental water discharge
- Diesel generators provide backup power in the event of power loss
- UPS systems condition power and ensure orderly shutdown in the event of a full power outage
- Each datacenter has service from at least two top-tier carriers
- Seismic bracing is provided for the raised floor, cabinets, and support systems
- In the event of a catastrophic datacenter failure, services fail over to another geographically separate datacenter

### **Environmental Controls**

- Over-provisioned HVAC systems provide cooling and humidity control
- Flooring systems are dedicated for air distribution

### **Regular Penetration Testing**

- All Cisco Meraki datacenters undergo daily penetration testing by an independent third party

### **Datacenter Certification**

- Cisco Meraki datacenters are SSAE16 / SAS70 type II certified

## **Cisco Meraki Service Level Agreement**

This Service Level Agreement (this “**Agreement**”) sets forth Cisco Meraki’s obligations and our customers’ rights with respect to the performance of Cisco Meraki’s Hosted Software. All capitalized terms used but not otherwise defined in this Agreement have the meanings given to them in the End Customer Agreement, available at [meraki.cisco.com/support/#policies](https://meraki.cisco.com/support/#policies), or as otherwise entered into between Cisco Meraki and Customer (the “**Customer Agreement**”).

**1. Definitions.** For purposes of this Agreement, the following terms have the meaning ascribed to each term below:

**“Downtime”** means if the Hosted Software is unavailable to Customer due to failure(s) in the Hardware, Firmware, or Hosted Software, as confirmed by both Customer and Cisco Meraki.

**“Monthly Uptime Percentage”** means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

**“Service Credit”** means the number of days that Cisco Meraki will add to the end of the Term, at no charge to Customer.

**2. Service Level Warranty.** During the Term, the Hosted Software will be operational and available to Customer at least 99.99% of the time in any calendar month (the **“Service Level Warranty”**). If the Monthly Uptime Percentage does not meet the Service Level Warranty in any calendar month, and if Customer meets its obligations under this Agreement, then Customer will be eligible to receive Service Credit as follows:

<b>Uptime</b>	<b>Days Credited</b>
< 99.99% - ≥ 99.9%	3
< 99.9% - ≥ 99.0%	7
< 99.0%	15

**3. Customer Must Request Service Credit.** In order to receive any of the Service Credits described above, Customer must notify Cisco Meraki within 30 days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer’s right to receive a Service Credit.

**4. Maximum Service Credit.** The aggregate maximum amount of Service Credit to be issued by Cisco Meraki to Customer for all Downtime that occurs in a single calendar month will not exceed 15 days. Service Credit may not be exchanged for, or converted into, monetary amounts.

**5. Exclusions.** The Service Level Warranty does not apply to any services that expressly exclude this Service Level Warranty (as stated in the documentation for such services) or any performance issues (i) caused by Force Majeure on the terms set forth in Section 9.3 of the Agreement, (ii) that resulted from Customer’s equipment or third party equipment, or both (not within the primary control of Cisco Meraki), or (iii) that otherwise resulted from Customer’s violation of Sections 3.5 or 4.2 of the Agreement.

**6. Exclusive Remedy.** This Agreement states Customer’s sole and exclusive remedy for any failure by Cisco Meraki to meet the Service Level Warranty.

## Product End-of-Life (EOL) Policy

Cisco Meraki may find it necessary to discontinue products for a number of reasons, including product line enhancements, market demands, technology innovation, or the products simply mature over time and are replaced by functionally richer products. We have set our end-of-life (EOL) policy to help customers better manage their product end-of-life transition.

When a product reaches EOL, Meraki is committed to communicating important milestones throughout the EOL period. These notifications will include the initial EOL notification, the End of Sale (EOS) announcement, and the End of Support (EOST) dates, as well as other key information pertaining to Cisco Meraki products.

Any products being discontinued will be announced as End of Sale and identified on the Cisco Meraki website up to six months prior to the discontinuation and EOS date (also known as the last order date). On the end of sale date, discontinued hardware products are removed from the price list and are no longer available for purchase. Cisco Meraki typically provides support for a given product for a period of seven (7) years after the EOS date. If the discontinued product is not available for replacement or repair of an in-warranty return, Cisco Meraki may replace the discontinued product with functionally equivalent hardware and transfer the remaining license term from the replaced product to the replacement hardware.

Although legacy Cisco Meraki products typically can connect to our cloud-based management software for the entire useful life of the product, following the EOST Date, some things may change, including the following:

- Cisco Meraki cannot guarantee that legacy hardware products will be able to connect to the management software indefinitely following the EOST Date;
- Cisco Meraki Technical Support may no longer troubleshoot the legacy hardware products;
- Cisco Meraki may no longer issue firmware updates or patches for the legacy products; and
- New software features available for the management software may not be compatible with the legacy hardware functionality or with the firmware running on the legacy hardware.

If either of the first two situations above occurs, then we will use our best efforts to provide the customer with a workable solution for upgrading from the legacy hardware and, failing that, will refund to the customer the value of any remaining license term attributable to the legacy hardware as of the EOST Date.

Nothing in this EOL Policy changes or diminishes the warranties Cisco Meraki provides for all of its hardware products.

## Summary

- End-of-Sale Announcement: Date of official end-of-sales notice, typically six months prior to the last order date.
- End-of-Sale (EOS) Date: The last date to order the product through Cisco Meraki point-of-sale outlets. After this date, the product is no longer for sale via any channel.
- End-of-Support (EOST) Date: The last date a product will be affirmatively supported by Cisco Meraki, typically seven years following the EOS Date.

## End-of-Life Products

Product	Announcement	End-of-Sale Date	End-of-Support Date
Solar	9/3/2010	12/31/2010	12/31/2015



<b>Product</b>	<b>Announcement</b>	<b>End-of-Sale Date</b>	<b>End-of-Support Date</b>
Wall Plug	9/3/2010	12/31/2010	12/31/2015
Indoor	3/3/2011	6/30/2011	6/30/2016
MX50	7/15/2011	9/1/2011	9/1/2016
MX70	1/18/2012	3/31/2012	3/31/2017
MX90	11/5/2013	4/26/2014	4/26/2021
MR14	5/29/2012	8/30/2012	8/30/2017
OD2	7/26/2012	10/30/2012	10/30/2017
MR58	7/26/2012	10/30/2012	10/30/2017
MS22	11/5/2013	4/26/2014	4/26/2021
MS22P	11/5/2013	4/26/2014	4/26/2021
MS42	11/5/2013	4/26/2014	4/26/2021
MS42P	11/5/2013	4/26/2014	4/26/2021
MS22/P and MS42/P Licenses	1/06/2014	1/25/2014	N/A
SFP/SFP+ Accessories	11/5/2013	4/26/2014	4/26/2021
MR16	02/27/2014	05/31/2014	05/31/2021
MR24	02/27/2014	05/31/2014	05/31/2021
802.3af PoE Injector	02/27/2014	05/31/2014	05/31/2021

## Return Policy and Requesting a RMA

### Warranty Returns

If you are experiencing hardware issues, please contact Cisco Meraki support by signing in to dashboard (Help > File a Ticket) or by [calling us](#).

If you require advance replacement, please call Cisco Meraki technical support. Advance replacement orders will ship within 1 business day.

Cisco Meraki stands behind its products. Hardware products come with either a one year or lifetime warranty, as specified on the relevant Cisco Meraki data sheet.

To request a return materials authorization (RMA), please complete our RMA request form. If your RMA request is approved, Cisco Meraki will email you an RMA number and a return shipping label free of charge. We will ship replacement units within five business days of receiving your defective units. If no trouble is found, we will contact you before taking further action.

Additional information about Cisco Meraki's hardware warranty can be found in [Cisco Meraki's End Customer Agreement](#).

### Free Trial Returns

If you would like to return units from a free trial, please go to your free trial webpage (using the link your rep provided you with) and go to the returns tab to fill out the RMA request form. If your free trial hardware was shipped to the US, Canada, or an EU member country you will also be able to print out a return shipping label and ship the product back to Cisco Meraki at no charge to you.

### Refund Requests

If you are dissatisfied with your Cisco Meraki purchase for any reason, you may return your order for a full refund. All returns must meet the following criteria:

1. You purchased the product through an authorized Cisco Meraki reseller or direct from Cisco Meraki
2. You are the original purchaser of the product
3. You submit your refund request within 30 days of purchase
4. The product is in new condition, including all accessories in the original packaging

To request a refund, please complete our RMA request form.

If your refund request is approved, Cisco Meraki will email you an RMA number. In order for the refund to be accepted and processed, Meraki must receive the hardware you are returning no later than 30 days following the date the RMA number is issued. Once we have received and inspected the units, we will process your return. If you purchased through a Cisco Meraki reseller, your refund will be issued by that reseller. If you purchased directly from Cisco Meraki, we will issue a refund, typically within 15 days of receiving the return. (If you paid by credit card we will credit the original credit card. If you paid by any other method, we will send you a check.)

From time to time Cisco Meraki offers special refund terms. If your return is covered by special terms, please reference those terms on your RMA request.

Please contact Cisco Meraki directly for all returns, including product purchased through distributors or resellers.

### RMA Form

Name  Company  Email  Phone  Order Number  Serial Number(s)

Name(s) and Quantity  Reason for RMA

Ship From Region

Ship From Country  Comments

## Shipment Preparation

- Please return units in their entirety. That is, include all power supplies, antennas, and other components along with the original product box.
- Please use the original shipping carton and packaging material. If this is not possible, use another shipping carton with padding to protect the units from damage during shipping. DO NOT ship a product without a carton.
- The customer will be charged for product that is damaged due to insufficient packaging.
- Once you have received your RMA number from Cisco Meraki via email, write this RMA number in large letters on the exterior of the shipping carton. Shipments to Cisco Meraki without an RMA approval will not be processed.
- If Cisco Meraki approves your RMA request, you will receive a confirmation email containing an RMA number within two business days. The address to which the product should be sent will also be included in that email.
- Cisco Meraki will pay for warranty replacement return shipments and free trial return shipments from the US and Canada. For all other returns it is your responsibility to pay for return shipping back to Cisco Meraki using the carrier of your choice. Cisco Meraki recommends that the return package has a tracking number and is insured for the proper value of its contents. Cisco Meraki is not responsible for packages lost by carriers.