

Offer Description - Product

Cisco Programmable Core

This Offer Description is part of the <u>General Terms</u> or similar terms existing between You and Cisco (e.g., the End User License Agreement) (the "**Agreement**"). Capitalized terms, unless defined in this document, have the meaning in the Agreement or the meaning in the Product's Documentation. Any references to a Supplemental End User License Agreement or SEULA mean Offer Description.

1. Summary

Cisco Programable Core (the "Product") is a cloud-based (SaaS) Subscription Offer for Service Provider Wireless Operators ("Operators"), intended for internal use as MVNO or MNO or alternatively the Operators' use in a capacity as MVNE or MVNA, subject to additional contingencies as detailed in this Offer Description and the Product's Documentation ("Documentation" shall have the meaning as it is defined in the General Terms). The Product consists of an accessible Graphical User Interface (GUI) platform for subscriber management ("Subscriber Management Platform"), hosted core network elements ("Hosted Core Network"), and application programming interfaces (APIs) and service-level APIs that the Operators can integrate against from their network, and all provided on an as-a-service basis.

The Subscriber Management Platform and the Hosted Core Network capabilities and optional Add-Ons are further described in detail in the <u>Cisco Programmable Core Capabilities and Add-ons Descriptions Supplemental Document</u>. For clarity, the Hosted Core Network is owned, operationalized and administered solely by Cisco to support the provisioning of the Product in an as-a-Service basis to the Operators as they instruct Cisco. Further details on how Operators' can obtain visibility and instruct Cisco on any operational and administrative tasks can be found in the <u>Cisco Programmable Core Capabilities and Add-ons Descriptions Supplemental Document</u>. Configuration changes, additional capacity, or any additional tailored Cisco deployment are subject to a separate fee and are not included in the Product offering.

Additional information about the Product can be found in the Product's Documentation.

2. Support and Other Services

Your purchase of the Product includes the support services described in the <u>Support Services Terms for Cisco Programmable Core</u> that can be found in the Product's Documentation.

3. Performance Standards

Service Level Agreement. The Cisco Programmable Core Service Level Agreement applies to the Product.

4. Data Protection

The Cisco Programmable Core <u>Privacy Data Sheet</u> describes the Personal Data that Cisco collects and processes as part of delivering the Product.

5. Special Terms

5.1 Prerequisites. Availability of certain features (including Supported Core Network Services and Add-Ons) is dependent upon certain prerequisites identified by Cisco such as, but not limited to, required data flows or network integrations. Such prerequisites are identified in the Product's Documentation or may be identified at a preliminary stage of the Onboarding Process. Work or development that is needed to fulfill such prerequisites may be subject to a separate charge.

- 5.2 Ordering. Instructions for ordering Product subscriptions, inclusive of references to available price lists, explanations, and restrictions or limitations can be found in the <u>Cisco Programmable Core Ordering Guide</u>.
- 5.3 MVNE or MVNA as Purchaser. If You are purchasing the Product as an MVNE or an MVNA, Your use of the Product in the capacity of an MVNE or MVNA, shall be permitted subject to You retaining the title (or, for Software, the license conferring the right to use the Software, and, for Services, the entitlement to receive such Services, including SaaS) only when You deploy and/or facilitate the provision of hosting, outsourcing, managed services, cloud services, or any other provisioned services for the use of MVNO(s) who are not affiliated with You, and who contract with You for the provision of such services.
- 5.4 Compliance with Specific Law and Regulations. You are solely responsible for compliance with any applicable laws, rules and regulations associated with Your and Your end-users' use of the Product, including (a) the use of radio frequencies and cellular networks, and the transmission of data on those networks, in connection with Your use of the Product, (b) the collection, processing, transmission, or storage of data belonging to or associated with Your end users in connection with Your use of the Product, as well as (c) Any lawful intercept legal or regulatory requirement and/or any other telecommunication law and regulatory applicable requirements involving Your use of the Product in a capacity of a telecommunication service provider Operator.
- 5.5 Onboarding Process. The preliminary step to enable the use of the Product is a standard onboarding integration and implementation process ("Onboarding Process") that is performed by Cisco in coordination with You as further detailed in the Product's Documentation or as transacted separately under a professional services agreement.
 - Regardless of the Onboarding Process, if You are purchasing the Product as an MVNE or an MVNA, any MVNO that You onboard and integrate into the Product will be subject to an additional charge for such MVNO's integration as well as additional payment for required integration and implementation efforts. The same applies for the integration of another MNO by either an MVNA or directly by an MVNO.
- 5.6 **SIMs**. You will arrange for the production and delivery of the SIMs required by Your subscribers for You to be able to use with the Product. You will be required to provide Cisco a report of Your subscribers' SIMs in your network which you would like Cisco to host on the Hosted Core Network to enable their management **ONLY** in an anonymized format and without any personally identifiable data/information.
- 5.7 In addition to the disclaimers set forth in the Agreement, Cisco does not warrant that the Product will be error-free or uninterrupted, that Cisco will correct all errors, or that the Product will meet Your requirements or expectations. Cisco is not responsible for any issues related to the performance, operation or security of Your services to Your end users that arise from Your content or third-party content or services provided by any other third parties.
- 5.8 **Noncancellable**. Product subscriptions are non-cancellable, and payments for such Product subscriptions are nonrefundable and non-proratable.

5.9 **Definitions**

| Term | Meaning |
|-------------|--|
| Launch Date | The date that the Product is made available for use by Cisco, and which can only occur after the Onboarding Process is completed as further detailed in the Product's Documentation or if transacted separately under the professional services agreement. |
| MNO | A mobile network operator who provides wireless communication services, owning or controlling the infrastructure that is needed to deliver those services. |
| MVNA | A mobile virtual network aggregator or a company that acts as an intermediary between several MNOs and an MVNO. The MVNA leases network access for the wireless network infrastructure of several MNOs and in bulk of network capacities at wholesale rates and then resell it to smaller MVNOs. This allows MVNOs to access an aggregation of network resources more efficiently. |

| Term | Meaning |
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| MVNE | A mobile virtual network enabler or a company that provides the network infrastructure, operational support systems (OSS), business support systems (BSS), and other underlying technology and services that allow MVNOs to provides wireless communication services to their customers. |
| MVNO | A mobile virtual network operator who provides wireless communication services but does not own or control the underlying wireless network infrastructure that is needed to deliver those services and instead leases network access for the wireless network infrastructure. |
| Service Provider Wireless Operators | Service providers who operate and provide wireless or cellular connectivity services, which may include MNO, MVNO, MVNE, or MVNA. |