

LiteConnect | Cisco Meraki

1. Definitions

In this section:

- (a) **Cisco Systems** means Cisco Systems, Inc.;
- (b) **Co-Termination Date** means, for any Products on the co-termination Licensing Model, the expiration date for the Hosted Software Licences that Cenitex has purchased, as modified each time that Cenitex purchases additional Hosted Software Licences under the co-termination Licensing Model. If the Customer or any other Government Body customer of Cenitex (collectively, "**Cenitex Customers**") subsequently purchase additional Hosted Software Licences under the Meraki Agreement under the co-termination Licensing Model, the Co-Termination Date will be increased or decreased so that all Hosted Software Licences held by all Cenitex Customers under the Meraki Agreement (including any new or existing Hosted Software Licences held by the Customer under the co-termination Licensing Model) terminate on the same date. The adjusted Co-Termination Date will be calculated by:
 - (1) determining the aggregate amount of time that the new Hosted Software Licences extend past the existing Co-Termination Date; and
 - (2) distributing that amount of time among all the Hosted Software Licences purchased by all Cenitex Customers under the Meraki Agreement on a pro rata basis, based on the one-year list price for each type of Hosted Software Licence.

Further information on the application of the co-termination process is set out at <http://meraki.cisco.com/support#policies:licensing>;

- (c) **Documentation** means any user instructions, manuals, Specifications, or other documentation provided by Meraki at <https://meraki.cisco.com/support/#documentation> that relate to the Products, including any modifications;
- (d) **Firmware** means software embedded in or otherwise running on the Hardware;
- (e) **Government Bodies** means a 'public sector body' or an 'exempt body' (as those terms are defined under section 4(1) of the *Public Administration Act 2004* (Vic));
- (f) **Hardware** means the Meraki hardware products purchased under this Proposal, or otherwise running on the Customer's Network;

- (g) **Hosted Software** means our proprietary, web-based software platform, including the interface known as the 'Dashboard', Systems Manager and any API provided by Meraki;
- (h) **Licensing Model** means either the co-termination licensing model or the per-device licensing model;
- (i) **Meraki** means Cisco Systems and its affiliates, including Meraki LLC, Cisco System's wholly-owned subsidiary;
- (j) **Meraki Agreement** means the End User License Agreement between Meraki and Cenitex, as amended by the Supplemental End User License Agreement between Meraki and Cenitex dated 10 October 2019;
- (k) **Network** means the Customer's local area network, created in whole or in part by use of the Products;
- (l) **Product(s)** means the Hardware, the Hosted Software, the Firmware, the Documentation and the Support Services;
- (m) **Support Services** means the customer support services described at <http://meraki.cisco.com/support>;
- (n) **Systems Manager** means Meraki's web-based mobile device management; and
- (o) **User** means anyone who obtains access to the Customer's Network.

2. Use of the Firmware and Hardware

- (a) Meraki grants to the Customer a non-sublicensable and non-transferable licence to:
 - (1) use the Firmware on the Hardware (the "**Firmware Licences**"); and
 - (2) use the Hosted Software via the Internet (the "**Hosted Software Licences**"),in each case until the applicable end date for Licenses under clauses 2(b)(i) or 2(c)(iii) or the earlier termination of the Meraki Agreement.
- (b) If a Product is provided on the co-termination Licensing Model, the start date for the associated Licenses will be the date that such Product ships to Cenitex. The end date for such Licenses will be the earlier of:
 - (1) the Co-Termination Date; and
 - (2) the date that the Meraki Agreement terminates.

- (c) If a Product is provided on the per-device Licensing Model, the start date for the associated Licenses will be the earlier of:
 - (1) the date that Cenitex assigns such Product via the Hosted Software; and
 - (2) the 91st day following the date that such product ships to Cenitex,and the end date for such Licenses will be the earlier of:
 - (3) the start date plus the Hosted Software License term in the applicable purchase order; and
 - (4) the date that the Meraki Agreement terminates.
- (d) The Customer agrees to only use the Hardware in accordance with the specifications available on Meraki's website at <https://documentation.meraki.com/>.

3. Customer Data

- (a) The Customer acknowledges and agrees that, by using the Hardware, the Customer is:
 - (1) collecting data regarding the devices that connect to their Network and how their Network is being used; and
 - (2) then transferring that data to Meraki for processing and storage, including data that may contain personally identifiable information of the Customer Network Users (collectively, "**Customer Data**").
- (b) Meraki will process and store Customer Data exclusively for the purpose of providing the Products to the Customer, except as required by law. It is the Customer's responsibility to provide notice to, and obtain any necessary consents from, Network Users regarding the collection, processing, and storage of Customer Data.

4. Storage of information

The Customer acknowledges and agrees that Meraki process and store Traffic Information on the Customer's behalf so the Customer can monitor the use and performance of its Network and exercise control (such as network traffic shaping) over the traffic on its Network. For the purposes of this clause 4, "**Traffic Information**" means information about devices that connect to the Customer's Network.

5. Systems Manager

If the Customer chooses to use Systems Manager, certain agent software must be installed on the mobile devices, laptops or other devices that the Customer choose to enrol.

6. Feedback

The Customer assigns to Meraki all of their interest in any feedback conveyed to Meraki in relation to the Products.

7. Suspension or termination of licences

The Customer acknowledges and agrees that Meraki may suspend the Customer's use of the Products at any time if Meraki reasonably believes that a Cenitex Customer has breached the requirements of the Meraki Agreement, including those described in this section. If such breach remains uncured for 10 days, then Meraki may terminate the Meraki Agreement immediately. Upon termination of the Meraki Agreement, the Hosted Software Licences and Firmware Licences will automatically terminate.

8. Records

During the license term for the Products, and for a period of three (3) years after the expiration or termination on those licenses, the Customer will take reasonable steps to maintain complete and accurate records of its use of the Products. No more than once per each 12 month period of the licence term, the Customer will, if requested by Cenitex, allow Cisco Systems and its auditors the right to examine such records and any applicable books, systems (including any Product(s) or other equipment), and accounts, upon reasonable advanced notice, during the Customer's normal business hours.