

## **Additional Terms for Cisco Products**

“Cisco” means Cisco Systems, Inc.

“Cisco Products” means all devices identified in the applicable Statement of Work or Product Specific Attachment as being provided by Cisco, including, but not limited to “Meraki” (collectively, “Cisco Hardware”), together with the Cisco-operated Web portal, including, but not limited to, the Meraki dashboard (“Cisco Dashboard”) and the Cisco-provided mobile applications (each a “Cisco App”), in either case that can be used to deploy, manage, and monitor other Cisco Products.

1. As between Comcast, Cisco, and Customer, Comcast retains title to all Cisco Hardware (except as otherwise set forth in the applicable Statement of Work) and Cisco retains title to the Cisco Dashboard, Cisco App, and software within the Cisco Hardware.

2. In connection with and as a condition of Customer’s use of any Cisco Products, Customer acknowledges and agrees to the following terms: (a) any privacy policy or similar document made available through the Cisco Dashboard or Cisco App; (b) the Cisco Privacy Data Sheets relating to the applicable Cisco Products, which are available at <https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/customer-transparency>; (c) the Cisco End User License Agreement available at <http://www.cisco.com/go/eula>; (d) the terms relating to the applicable Cisco Products, as posted on Cisco’s Security and Trust Center, which are available at <https://www.cisco.com/c/en/us/about/trust-center/data-management.html> and <https://trustportal.cisco.com/c/r/ctp/home.html>; (e) Cisco’s Online Privacy Statement, which is available at <https://www.cisco.com/c/en/us/about/legal/privacy-full.html>; (f) Cisco’s Master Data Protection Agreement, which is available at: <https://trustportal.cisco.com/c/dam/r/ctp/docs/dataprotection/cisco-master-data-protection-agreement.pdf>; and (g) any other terms relating to the applicable Cisco Product, which are available at <http://www.cisco.com/go/cloudterms> or <https://www.cisco.com/go/softwareterms> (as each of the foregoing may be updated by Cisco from time-to-time, collectively, “Pass-Through Terms”). Customer accepts the Pass-Through Terms. The Pass-Through Terms may include the right for Cisco to analyze Customer’s use of the Cisco Products and then use the information collected via such analysis to improve Cisco’s products and services and make recommendations to Customer about how to better use Cisco products and services.

3. Customer intentionally instructs Comcast to provide Customer data and information to Cisco in furtherance of Comcast’s provision of the applicable Services to Customer, such as the name and contact information of Customer’s personnel and the physical location of Cisco Products within Customer’s environment. Customer acknowledges that, once provided to Cisco, all such data and information ceases to be subject to the Comcast General Terms and Conditions and is instead subject to the Pass-Through Terms.

4. Customer may configure the Cisco Products to send data to and receive data from third-party products and services. Customer is responsible for ensuring it has the proper data protection and contractual agreements in place with any third parties to whom it sends or receives data via the Cisco Products.

5. The Cisco Products may enable Customer and Cisco to collect and otherwise process many different types of data from Customer’s digital and brick-and-mortar environments, including but not limited to, Web browsing and other digital traffic on Customer’s network, and the physical location of devices. Customer shall provide all notices and obtain all consents for such collection and other processing. This obligation includes, but is not limited to, notices to and consents from Customer’s personnel and guests.

6. Customer may have the ability, via the Cisco Dashboard and applicable Cisco App, to control certain types of data processing and provide certain types of notices and consents. For Meraki branded Cisco Products, this includes, but is not limited to: (a) blocking Cisco’s access to Customer’s account; (b) deploying a customizable splash page to enable notice to and consent from (including in the form of a click-through agreement), Customer’s individual network users for data collection prior to allowing them to connect to Customer’s network; (c) optional traffic analysis and shaping tools that analyze Customer’s network performance and traffic patterns; (d) optional packet capture tools that store packet data in the Cisco Dashboard or send such data directly to Customer’s network administrators; (e) security

tools, as described here for Meraki branded products: <https://meraki.cisco.com/trust#tools>; and (f) optional location analytics features. In addition, Cisco may offer its own opt-out web page that individual users can access to opt-out their device's MAC address from being tracked by any Cisco-enabled location analytics feature. Individual users can access this web page here for Meraki branded Cisco Products: <https://account.meraki.com/optout>. Customer and its individual users can learn more about this opt-out capability for Meraki branded Cisco Products here: <https://meraki.cisco.com/trust#presence>. Customer shall familiarize itself with and use these controls, to ensure that Customer's use of, and instructions to Comcast relating to, the Cisco Products complies with applicable laws and the Customer-provided notices and consents described in Section 5.

7. Comcast has no liability or obligation with respect to the Cisco Products or any Cisco-performed obligations associated with the Cisco Products, including, but not limited to, the design of the Cisco Products, substance and availability of Cisco firmware updates, and any Cisco-managed solution components (the "**Cisco Obligations**"). As such, Customer waives the right to bring against Comcast any claims arising from or relating to Cisco Products or Cisco Obligations, including but not limited to any and all claims for relief and theories of liability, whether based in contract, tort, fraud, negligence, statute, regulation, ordinance, or otherwise.

8. Notwithstanding anything else in the Agreement, SOW or PSA to the contrary, Customer acknowledges and agrees that: (a) Cisco may terminate or suspend Customer's access to or use of Cisco Products as set forth in the Pass-Through Terms; and (b) Comcast may stop making Cisco Products available to Customer at any time to the extent required by Cisco or Comcast loses the right to do so from Cisco. In addition, Customer agrees to indemnify, defend and hold Comcast harmless from and against any Claims incurred as a result of Customer's breach of these Additional Terms for Cisco Products.