

## Offer Description – Product SamKnows Solution

This Offer Description is part of the [General Terms](#) or similar terms existing between You and SamKnows Limited or SamKnows, Inc. (the “Agreement”). Capitalized terms, unless defined in this document, have the meaning in the Agreement.

### 1. Summary

The SamKnows solution (the “Product”) is a network performance monitoring and intelligence solution, which is provided to You as a Cloud Service with optional cloud and on-premise agents (collectively, Device Agents, Whiteboxes, and Real Speed-enabled websites are referred to as “Vantage Points”) and test servers (collectively, Off-Net Test Servers and On-Net Test Servers are referred to as “Test Servers”). The Product is designed to give You insight into end-to-end network performance by analyzing performance, looking for patterns and anomalies, and correlating Your metrics and metadata to provide alerts. Depending on what You have purchased, Your order of the Product may include access to the SamKnows One, use of various Vantage Points that You have licensed, use of Test Servers, and/or other features.

### 2. Support and Other Services

Your purchase of the Product does not include support, but You can purchase support separately subject to the standard support terms set forth in the [SamKnows Support Services Policy](#). You can also purchase implementation services separately which are subject to the [Services Guide](#) (with references to “Cisco” meaning SamKnows).

### 3. Performance Standards

The [SamKnows Service Level Agreement](#) applies to Your use of SamKnows One.

### 4. Data Protection

The Product’s [Privacy Data Sheet](#) describes the Personal Data that SamKnows collects and processes as part of delivering the Product.

### 5. Special Terms

The Product is comprised of various components described in more detail below. You may have only licensed or purchased a subset of the Product components, and in such case, only the terms below relevant to the Product components You have licensed will apply.

#### 5.1. Device Agents

(A) **Device Agent Licenses.** You must have a Device Agent license for each unique Device from which you run Tests and collect Test data and/or Device Metadata, except for mobile phones where the end user has downloaded a ThousandEyes Mobile App directly from the Apple App Store/Google Play Store. You will procure the permissions, licenses, waivers, consents, registrations, and approvals necessary for all use of the Device Agent by You and Your end users.

(B) **Integrated Device Agents.** The following terms apply if You have licensed a Device Agent and plan to integrate it into Your hardware device and/or application:

(1) **Use Rights.** Your Use Rights include the right to:

- (a) internally use and reproduce the Device Agent (as applicable based on Your purchase) only as necessary for You to integrate the applicable Device Agent into Your hardware device and/or application; and
- (b) distribute (either directly or indirectly) the applicable Device Agent in permitted countries, but only as integrated into and as a part of Your hardware device and/or application, to Your end users, who have no right or ability to use the applicable Device Agent separate from Your hardware device and/or application.

(2) **Limitations.** In addition to the limits set forth in the Use Rights section of the Agreement:

- (a) You and Your end users may only use the applicable Device Agent in conjunction with Your active Product subscription and only on devices that SamKnows validates are compatible;

- (b) You may not charge customers separately for inclusion or use of the Device Agent and You must retain title to the Device Agent and any hardware onto which it is integrated;
- (c) You are responsible for Your end users, including ensuring that their use of the Device Agent complies with Your obligations under the Agreement;
- (d) You will be responsible for managing all issues, queries, and support of Your end users regarding the Device Agent; and
- (e) In addition to the limits set forth in the Liability section of the Agreement, SamKnows will not be liable for any damages in connection with or relating to (i) any actions or omissions of You with respect to the integration, distribution, or operation of the Device Agent, (ii) use of the Device Agent by any of Your end users, and/or (iii) Your failure to obtain any necessary permissions, licenses, waivers, consents, registrations, or approvals for integration, distribution, and operation of the Device Agents, including by You or Your end users.

## 5.2. Test Servers

- (A) Off-Net Test Server. An Off-Net Test Server is a test server managed by us for shared use by our customers. You may purchase access to an Off-Net Test Service, but You acquire no legal or beneficial rights in Off-Net Test Servers. SamKnows reserves the right to determine which test server, test server cluster, or test server country is accessed. Off-Net Test Servers may be shared with other SamKnows customers or shared with third parties with whom SamKnows has no direct contractual relationship. SamKnows reserves the right, by giving notice to You, to increase the charges in an Order for Off-Net Test Servers Access if a third party test server provider increases fees.
- (B) On-Net Test Server. An On-Net Test Server is a test server managed by You for Your use. On-Net Test Servers should be virtual machines or dedicated hardware meeting the requirements in the Documentation. On-Net Test Servers are Your responsibility. SamKnows may provide You with software, reference architecture, and deployment and hardware recommendations, but SamKnows will not monitor or manage On-Net Test Servers. For example, SamKnows will not provide monitoring, capacity planning, change notifications, or incident notifications or management.

## 5.3. Whiteboxes

- (A) Purchased Whiteboxes. If You purchase Whiteboxes under an Order:
  - (1) Your commitments. You will be responsible for managing all issues and queries of Your end users regarding Whiteboxes, including with respect to use, deficiencies, warranty issues, and removal. You must retain title to each Whiteboxes You purchase and its software.
  - (2) Liability. In addition to the limits set forth in the Liability section of the Agreement, SamKnows will not be liable for any damages in connection with or relating to (a) any actions or omissions of You with respect to Your websites allowing Your end users to register to receive Whiteboxes or the distribution of the Whiteboxes to Your end users, (b) use of the Whiteboxes by any of Your end users, and/or (c) Your failure to obtain any necessary permissions, licenses, waivers, consents, registrations, or approvals for installation and operation of the Whiteboxes by Your end users.

**5.4. Collective Intelligence.** The Product uses data generated and/or collected from Your Tests along with Device Metadata to establish the cause of an outage (e.g. failure in a connectivity, application service provider, or third party network). By using the Product, You authorize SamKnows and its Affiliates to access and use the data resulting from Your Tests and the associated Device Metadata to generate the Collective Intelligence Test Data. Collective Intelligence Test Data is provided (i) to You in SamKnows One for the Tests that You have enabled and (ii) generally to other customers and third parties as part of SamKnows' collective intelligence technology, which may be leveraged throughout SamKnows' and its Affiliates' products and/or services. You hereby grant to SamKnows and its Affiliates a worldwide, royalty-free, sublicensable, perpetual, fully transferable and irrevocable license to use, commercialize, and otherwise exploit any Collective Intelligence Test Data without restriction.

## 5.5. Other

- (A) Software Development Kits. **Any software development kit (SDK) that You receive from SamKnows is provided "AS IS" with all faults and without warranty of any kind.**

- (B) Migration to ThousandEyes. SamKnows is in the process of migrating the Product into the ThousandEyes platform. Once migrated, You will retain substantially equivalent functionality via the ThousandEyes platform as You will receive via SamKnows One. Such migration will not be considered the end-of-life or end-of-sale of the Product and You will have no right to terminate the Order.
- (C) Geographical Restrictions. SamKnows Offers is not available in China. You and Your end users may only use and/or operate a Whitebox from the United States, Canada (8.0+ only), Australia, New Zealand, Saudi Arabia (8.0+ only), and countries of the European Economic Area.

Term	Meaning
<b>Collective Intelligence Test Data</b>	data that is generated and/or collected by running Tests and Device Metadata, which has been de-identified, aggregated, or both.
<b>Device</b>	a hardware device, for example, a router, IoT device, or mobile phone.
<b>Device Agent</b>	a software agent, which is installed on a Device, that allows Tests to be run to or from the Device.
<b>Device Metadata</b>	metadata about a Device.
<b>End-User</b>	an individual using a Device that is running a Device Agent.
<b>Mobile Agent</b>	a Device Agent that is installed on a mobile device.
<b>Off-Net Test Server</b>	a test server managed by us for shared use by our customers.
<b>On-Net Test Server</b>	a test server managed by You for Your use.
<b>Path Trace</b>	a network diagnostic library that generates data packets that traverse through networks from source to destination.
<b>Real Speed</b>	a user-initiated test (either a two-step or a single step speed test depending on whether an active Device Agent is detected), which tests for upload, download, and latency metrics between the end user device and a Test Server (and if a two-step test is possible, also between the hardware the Device Agent is running on, and the same Test Server).
<b>Router Agent</b>	a Device Agent that is installed on a router device.
<b>Test Data</b>	data generated and/or collected from Your Tests.
<b>Tests</b>	collectively, HTTP, ping, Path Trace, Real Speed, and other network performance, quality of service and quality of experience tests available as part of the Product.
<b>Test Servers</b>	collectively, Off-Net Test Servers and On-Net Test Servers.
<b>ThousandEyes Mobile App</b>	collectively, (a) the RealSpeed mobile application (iOS or Android) and (b) the Test Your Internet mobile application (iOS or Android).
<b>SamKnows One</b>	a web-based platform (which may be offered as a feature of the ThousandEyes service going forward) that provides customer personnel and, as applicable, end users with access to test data and other features.
<b>Whitebox</b>	a SamKnows hardware device containing a Device Agent that can measure fixed-line broadband connections up to a certain speed.