



Meraki LLC
500 Terry Francois Blvd.
San Francisco, CA 94158
T 415.432.1000

In the event of a conflict between the Chinese translation and the English version, the English version (<https://meraki.cisco.com/support/#policies:eca>) will control.

如中英版本有任何不相符之处，应以英文版本(<https://meraki.cisco.com/support/#policies:eca>)为准。

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End Customer Agreement

终端用户协议

Here at Meraki, we aim to keep our legal terms simple, transparent, and to the point. This End Customer Agreement (this “Agreement”) is the main agreement between us (Meraki LLC, a Delaware limited liability company (“Meraki”)) and you, the end customer and purchaser of our products (“Customer”). It forms a binding agreement between us and you, and it governs your purchase and use of our products. You and Meraki may each be referred to as a “Party” and collectively as the “Parties.” Please keep in mind that your use of the Products after changes to this Agreement are published at <https://meraki.cisco.com/support/#policies:eca> will constitute your acceptance of the changes. Any material changes are considered effective upon the earlier of (i) your continued use of the Products once you know about the changes, and (ii) 30 days after they are published.

我们 Meraki 公司致力于保持法律条款的简单、透明及扼要。本终端用户协议（“本协议”）是我们（Meraki 有限责任公司，一所注册于美国特拉华州的有限责任公司，下称“Meraki”）和作为我们的终端用户和产品购买者的贵司（“客户”）之间的主要协议。本协议对双方均具有约束力，贵司购买和使用我司产品均需遵循本协议。贵司和 Meraki 可各称为“一方”，合称为“双方”。请注意本协议的变更将在 <https://meraki.cisco.com/support/#policies:eca> 公布，如贵司此后继续使用产品，将视为贵司已经接受变更内容。任何对本协议的实质性变更将于以下较早时间生效：（i）贵司知悉该变更后仍继续使用产品；（ii）该变更公布后满 30 日。

Please continue reading. Heads-up: there’s a glossary of defined terms at the end.

请继续阅读。请注意：最后设有术语定义表。

Article 1 Licenses and Restrictions.

第一条 许可和限制。

1.1. Paid Licenses. Subject to the terms and conditions of this Agreement, all the paperwork related to your purchasing, and you actually paying for the Products, Meraki grants you non-sublicensable, non-exclusive, non-transferable licenses (i) to use the Firmware on the Hardware (the “Firmware Licenses”), and (ii) to use the Hosted Software via the Internet (the “Hosted Software Licenses”), in each case until the Co-Termination Date or the earlier termination of this Agreement. The Support Services we provide to you are included in the cost of the Hosted Software Licenses. The Firmware License for each item of Hardware you purchase is contingent upon you purchasing and maintaining a valid Hosted Software License, without which the Hardware will not function.

1.1. 付费许可。受限于本协议条款的约定、与购买产品相关的文件和贵司实际完成支付，Meraki 在不得转许可、非排他且不得转让的前提下，许可贵司（i）在硬件上使用固件（“固件许可”），和（ii）通过互联网使用托管软件（“托管软件许可”）。两项许可可持续至共同终止日或本协议提前终止日。我们提供给贵司的支持服务包含在托管软件许可的费用中。贵司购买的每一项硬件的固件许可依赖于贵司购买和持有的有效的托管软件许可，缺少该许可硬件将无法运行。

1.2. Third-Party Licenses. If any of the Products include software provided by a third party, the terms under which that software is provided to you may be found at <https://meraki.cisco.com/support/#policies:thirdparty>. We've made sure you have the right to use any such software as part of the Products at no additional cost to you.

1.2. 第三方许可。若产品中包含第三方提供的软件，向贵司提供该等软件所依据的条款载于 <https://meraki.cisco.com/support/#policies:thirdparty>。我会确保贵司有权将任何该等软件作为产品的一部分使用，并且贵司不需要支付额外费用。

1.3. Restrictions. Don't (and don't permit anyone who obtains access to your Network (a "Network User") to) directly or indirectly, reverse engineer the Products or otherwise attempt to infer the source code or algorithms of Meraki software or hardware.

1.3. 限制。不得自行（并且不得允许访问贵司网络的任何人，下称“网络用户”）直接或间接地反向修改产品，或试图以其他方式推导 Meraki 软件或硬件的源代码或算法。

1.4. Customer Responsibilities. Similarly, please use the Hardware only in accordance with the specifications (the "Specifications") available on our website, and keep in mind that you (not Meraki) are solely responsible for maintaining administrative control over your Hosted Software account. And, of course, it is your responsibility to comply with all applicable laws in your use of the Products, including export laws and regulations of the United States or any other country. To that end you will ensure that none of the Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. If Meraki detects any Products operating in violation of such laws they will be removed from your account, following written notice to you (in the form of an email).

1.4. 客户责任。同样，请贵司仅按我司网站上的规格说明（以下简称“规格”）使用硬件，并谨记贵司（而非 Meraki）应全权负责维护对贵司托管软件帐户的管理控制。当然，贵司使用产品时有责任遵守所有适用法律，包括美国或任何其他国家的出口法律法规。为此，贵司应确保对产品的直接或间接的出口、再出口或用于提供服务不会违反该等出口法律法规。如果 Meraki 发现任何产品的经营违反该等法律，该产品将会在向贵司发送书面通知（以电子邮件形式）后从贵司的账户中移除。

Article 2 Ownership; Customer Data.

第 2 条 所有权；客户数据。

2.1. Meraki Rights. As between you and Meraki, Meraki owns and reserves all rights with respect to the Software and all intellectual property rights with respect to the Hardware. In addition, you hereby assign to Meraki all of your interest in any feedback you convey to us related to the Products. Meraki may incorporate modifications into the Hosted Software, the Firmware and the Documentation at any time.

2.1. Meraki 的权利。就贵司与 Meraki 之间而言，Meraki 拥有和保留软件的全部权利以及硬件的全部知识产权。此外，贵司在此将贵司就产品转达给我们的全部反馈的相关权利转让给 Meraki。Meraki 随时在托管软件、固件和文档中插入修改。

2.2. Customer Data. By using the Hardware, you understand and agree that you are collecting data regarding the devices that connect to your Network and how your network is being used, including the types of data described below. By means of the Hardware, you are then transferring that data to Meraki for processing and storage, including data that may contain personally identifiable information of your Network Users (collectively, "Customer Data"). That said, the Products include functionality that limits or restricts the types of information collected, and you may certainly make use of that functionality. We process and store Customer Data exclusively for the purpose of providing the Products to you, except to the extent necessary to protect our rights in any dispute with you or as required by law. It is your responsibility to provide notice to, and obtain any necessary consents from, your Network Users regarding collection, processing, and storage of Customer Data.

2.2. 客户数据。通过使用硬件，贵司理解并同意，贵司将收集有关已连接贵司的网络的设备和贵司网络如何使用的数据，包括以下所描述的各种数据。利用硬件，贵司将传输数据到 Meraki 进行处理和存储，包括可能含有贵司网络用户的个人信息的数据（统称为“客户数据”）。产品具有限定或限制收集信息种类的功能，贵司当然可以使用该功能。我们处理和存储客户数据，仅出于向贵司提供产品之目的，除非限定在与贵司的争议过程中有必要保护我们的权利或法律规定所要求的程度。贵司有责任就收集、处理和存储客户数据通知贵司的网络用户并获得所有必要的同意。

2.2.1. Traffic Information. "Traffic Information" means information about devices that connect to your Network, such as MAC address, device name, 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. We process and store Traffic Information on your behalf so you can monitor the use and performance of your Network and exercise control (such as network traffic shaping) over the traffic on your Network.

- 2.2.1. 通讯信息。“通讯信息”是指有关连接贵司网络设备的信息，如 MAC 地址、设备名称、设备类型、操作系统、地理信息及设备在试图由网络获取或下载数据或内容（如主机名、互联网协议、端口号和 IP 地址）时通过设备传输的信息。我们代表贵司处理和存储通讯信息，以便贵司能够监视网络的使用和性能，并在网络上执行流量控制（如网络流量控制）。
- 2.2.2. Location Analytics. By enabling and using Location Analytics, you collect the MAC address and relative signal strength of WiFi-enabled devices that are within range of your wireless Network. Meraki does not store these MAC addresses on its servers, except in a de-identified form, and they are not stored on your Hardware. Meraki has no responsibility for whether and how you configure the API to transfer this data to non-Meraki servers or what happens to this data following such a transfer.
- 2.2.2. Location Analytics。通过启用和使用 Location Analytics，贵司能收集 MAC 地址和在贵司无线网络范围内开启 WiFi 设备的相对信号强度。Meraki 不在服务器上存储这些 MAC 地址，除了不能识别之格式，该数据不会存储在贵司的硬件里。Meraki 对是否或如何配置 API 来传递数据到非 Meraki 的服务器，或数据转移后一切后果均不负责。
- 2.2.3. Systems Manager. If you choose to use Systems Manager, certain agent software must be installed on the mobile devices, laptops or other devices you choose to enroll. You will then, depending on the type of device, be able to perform remotely actions such as accessing and deleting files, tracking location, enforcing policies, and installing and removing apps.
- 2.2.3. 系统管理器。如果贵司选择使用系统管理器，贵司必须在移动电子设备、手提电脑或贵司选择注册的其他设备上安装特定代理软件。然后，根据设备的类型，贵司可以运行远程操作，例如访问和删除文件、跟踪位置、执行策略以及安装和删除应用程序。

2.3. Publicity. We won't use each other's name or trademarks without written consent, but we may use your company name and logo in customer lists on our website and collateral.

2.3. 宣传。我们不会在未取得书面同意的情况下使用对方的姓名或商标，但我们可以我们的官方网站和其他附属网站的客户名单上使用贵公司的名称和商标。

Article 3 Term and Termination.

第 3 条 期限和终止

3.1. Term. This Agreement will be effective until the expiration of the Term (the “Co-Termination Date”), unless earlier terminated per Section 3.2, below. If you subsequently purchase additional Hosted Software Licenses, the Co-Termination Date will be adjusted so that all of your Hosted Software Licenses (including the new ones) terminate on the same date. This adjusted Co-Termination Date is calculated by (i) determining the aggregate amount of time that your new Hosted Software Licenses extend past your existing Co-Termination Date, and (ii) distributing that amount of time among all your Hosted Software Licenses (including both new and existing ones) pro rata based on the one-year list price for each type of Hosted Software License. Further information is at <http://meraki.cisco.com/support#policies:licensing>.

3.1. 期限。除下述第 3.2 条提前终止的情形外，本协议应为有效，直至期限届满（“共同终止日”）。如果贵司随后购买额外的托管软件许可，共同终止日将相应调整，以使得贵司所有的托管软件许可（包括新许可）在同一日终止。调整后的共同终止日按如下计算：（i）确定新托管软件许可延长超过贵司当前共同终止日之后的合并时间，及（ii）为贵司全部的托管软件许可（包括新的和现有的）就基于每种类型的托管软件许可一年价格表按比例分配的时间。进一步的信息可阅 <http://meraki.cisco.com/support#policies:licensing>。

3.2. Termination. You may terminate this Agreement for any reason effective upon 30 days prior written notice to Meraki. Meraki may suspend your use of the Products at any time if Meraki reasonably believes that you have breached the terms of Sections 1.3 and 2.2; if such breach remains uncured for 10 days following receipt of notice from Meraki, then Meraki may terminate this Agreement 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 days following receipt of written notice from you. If you terminate this Agreement for cause, you will receive a refund equal to the value of the remaining time on your Hosted Software Licenses.

3.2. 终止。贵司可以因任何原因提前 30 日书面通知 Meraki 终止本协议。如果 Meraki 合理认为贵司违反了第 1.3、2.2 条，Meraki 可以随时暂停贵司对产品的使用；如果收到 Meraki 的通知后 10 日内未能补救，Meraki 可立即终止本协议。如果我司违反了本协议下的主要义务，并在收到贵司的书面通知 10 日内未能补救，贵司可终止本协议。如果贵司终止本协议，贵司将得到与贵司的托管软件许可剩余时间价值相等的退款。

3.3. Effect of Termination. Upon any termination of this Agreement, the Hosted Software Licenses and Firmware Licenses will automatically terminate. Sections 2.1 and 4.3, Article 5 and Article 6 will survive any termination of this Agreement.

3.3. 终止的效力。在本协议终止时，托管软件许可和固件许可将自动终止。第 2.1 和第 4.3 条、第 5 条和第 6 条将在本协议终止后继续有效。

Article 4 Warranties; Limitation of Liability.

第 4 条 保证；责任限制

4.1. Service Level Agreement. Meraki uses its best efforts to keep the Hosted Software up and running 24/7. For instance, the Service Level Agreement available at <https://meraki.cisco.com/trust#sla> is your exclusive remedy with respect to any interruptions in the availability of the Hosted Software.

4.1. 服务水平协议。Meraki 将尽最大的努力保持托管软件每周 7 日、每日 24 小时的运作。如托管软件服务中断，贵司仅可根据 <https://meraki.cisco.com/trust#sla> 列明的服务水平协议要求补偿。

4.2. Hardware Warranties. We represent to you that, during the Warranty Period, the Hardware will be free from material defects in materials and workmanship. Hardware not meeting the warranty above will be, at our option, (a) repaired, (b) replaced, or (c) if you are the original purchaser, we will refund the depreciated amount of the price you paid for such 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 (available at https://www.cisco.com/c/dam/m/zh_cn/products/meraki/pdf/meraki-mainland-china-rma-policy-october-2018.pdf), you will request a Return Materials Authorization (“RMA”) number in writing with the reasons for the return request. The warranties in this Section are subject to our Product End of Life Policy, available at <https://meraki.cisco.com/support/#policies:eol>. “Warranty Period” means the greater of one year or the warranty period set forth in the applicable Specification, commencing, in either case, on the date Hardware is shipped to the original customer. This Section 4.2 is our sole liability and your sole remedy for any breach of warranty by Meraki.

4.2. 硬件保修。在保修期内，我们承诺硬件将不会出现在材料和工艺方面不会出现重大瑕疵，对于无法满足保证的硬件，我们可选择：（a）修理，（b）更换，或（c）如果贵司是原始买方，我们将以 5 年为基数、按直线法计算后退还贵司购买硬件时支付价格的折旧价值。所有在保修期内修理或更换过的硬件将在剩余保修期内保修。依据 Meraki 当时现行的退货政策（请参考 https://www.cisco.com/c/dam/m/zh_cn/products/meraki/pdf/meraki-mainland-china-rma-policy-october-2018.pdf）允许的退货，贵司需要一个书面的，包含退货原因的退货授权（“RMA”）号。本节中的保修受产品使用年限政策约束，请参考 <https://meraki.cisco.com/support/#policies:eol>。“保修期”指的是以下时段中的较长者：一年，或适用的规格中注明的保修期中，均自硬件运送至原始客户之日起算。对于任何违反 Meraki 保修承诺的情况，本 4.2 条是我司的唯一责任和唯一可得的补救措施。

4.3. Disclaimer of Warranties. Except as set forth in Sections 4.1 and 4.2, Meraki disclaims all warranties, express, implied, statutory, or otherwise, including any implied warranty of merchantability, fitness for a particular purpose, non-infringement, or title. Meraki assumes no responsibility for any damages to Customer's hardware, software, or other materials.

4.3. 免责条款。除第 4.1 条和第 4.2 条规定外，Meraki 不对任何明示、暗示、法定或其他形式的保证承担责任，包括关于商品适销性、某一特别目的适合性、非侵权或所有权的默示保证。Meraki 不对客户的硬件、软件或其他材料的任何损害负责。

Article 5 Indemnity. Customer will indemnify Meraki, its affiliates, and their employees, officers, directors, successors, assigns, agents for all losses (including reasonable attorneys' fees) relating to any claims brought by a third party to the extent based upon: (i) grossly negligent or intentionally wrongful acts of Customer or Customer's assistants, employees, agents, or Network Users; (ii) Customer's unauthorized modification of the Products; (iii) Customer's combination of the Products with other products, software, or services not supplied or specified by Meraki; or (iv) Customer's failure to implement software modifications or patches provided by Meraki within a reasonable timeframe.

第 5 条 赔偿。 对于第三方因下述原因主张的赔偿，客户应当对 Meraki 和其关联方，以及其雇员、职员、董事、继任者、受让人、代理商的所有损失 (包括合理的律师费用) 承担全部赔偿责任: (i) 客户或其助理、雇员、代理人或网络用户的重大过失或故意行为; (ii) 客户未经授权对产品进行的修改; (iii) 客户将产品与非由 Meraki 提供或说明的其他产品、软件或服务进行合并; 或 (iv) 客户在合理的时间内未能安装 Meraki 提供的修复软件或补丁。

Article 6 Limitation of Liability. Neither party will be liable for: indirect, incidental, exemplary, special, or consequential, damages; loss or corruption of data; or loss of revenues, profits, goodwill, or anticipated sales or savings. In no event will Meraki's total cumulative liability to Customer and anyone who uses the Products through Customer's account exceed the aggregate amount Customer has paid to Meraki or its resellers to purchase the Products during the prior 12-month period.

第 6 条 责任限制。 任何一方均不对下列损失承担责任: 因间接的、偶然的、典型的、特殊的或后果性的原因导致的损害; 数据遗失或损毁; 或收入、利润、商誉、预期销售额或收入损失。在任何情况下, Meraki 向客户或通过客户账户使用产品的任何人所支付的累计赔偿总额均不得超过客户在过去 12 个月期间向 Meraki 或其分销商购买产品的总金额。

Article 7 Confidentiality. Business or technical information (collectively, "Confidential Information") provided by one of us (the "Discloser") to the other (the "Recipient") will be kept confidential by the Recipient and may not be used or disclosed except to perform this Agreement. Confidential Information does not include information that (a) is or was lawfully received by the Recipient from another party without confidentiality obligations, (b) becomes available in the public domain through no action or inaction of the Recipient, or (c) is developed independently by the Recipient without reference to the Discloser's Confidential Information. If legally permissible, Recipient will provide Discloser prompt written notice if legally compelled to disclose Discloser's Confidential Information.

第 7 条 保密。 由一方 ("披露方") 向另一方 ("接收方") 提供的商业或技术信息 (以下统称 "保密信息"), 接收方应予保密。除为履行本协议外, 接收方不得使用或披露保密信息。保密信息不包括以下信息: (a) 属于或者已经从没有保密义务的第三方处合法取得信息, (b) 非经接收方作为或不作为, 已成为公开可得的信息, 或 (c) 未参考披露方的保密信息, 由接收方独立开发之信息。如果法律许可, 接收方被法律强制要求披露保密信息时将立即向披露方提供书面通知。

Article 8 Miscellaneous. This Agreement is the entire agreement between you and us and supersedes all prior agreements and understandings about all this stuff. Failure to exercise any right under this Agreement will not constitute a waiver. There are no third-party beneficiaries to this Agreement. This Agreement is governed by the laws of California without reference to conflicts of law rules. For any dispute relating to this Agreement, the Parties consent to personal jurisdiction and the exclusive venue of the courts in Santa Clara County, California. The language of this Agreement is US English; any translations are for convenience only, and the US English version will take precedence. Communications we send to you electronically will be deemed to be in writing. Any notice you provide to us under this Agreement will be in writing and sent by overnight courier or certified mail (receipt requested) to the address above. If any provision of this Agreement is found unenforceable, this Agreement will be construed as if it had not been included. Meraki may assign this Agreement without the consent of Customer to Cisco Systems, Inc. or its affiliates.

第 8 条 其他。 本协议是贵司和我司之间的完整协议, 超越此前就本事项达成的全部协议和承诺。即使未能在本协议下行使任何权利, 也不构成弃权。本协议没有第三方受益人。本协议受加利福尼亚法律管辖 (不涉及冲突法)。与本协议有关的任何争议, 双方同意属人管辖, 由加利福尼亚州圣克拉拉县法院进行排他管辖。本协议的语言为英语, 任何翻译仅为方便阅读, 如有冲突, 以英语版本为准。我们以电子方式发送给贵司的信息将视为书面方式。贵司根据本协议向我们提供的任何通知将以书面形式并通过隔夜快递或经认证的邮政 (需提供收件人) 发送到上述地址。如果本协议的任何条款被认为无效, 该条款将视为未被包括在本协议内。Meraki 可在未经客户同意的情况下转让本协议给 Cisco Systems, Inc. 或其关联方。

Article 9 Certain Definitions. The following terms not defined elsewhere in this Agreement have the respective meanings set forth below.

第 9 条 特定定义。下列未在本协议其他部分定义的术语各自具有以下所列的含义。

"Location Analytics" means the location analytics features of the Hosted Software.

"Location Analytics" 指托管软件的经验 (Location Analytics) 特点。

"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.

"文档" 指 Meraki 在 <https://meraki.cisco.com/support/#documentation> 提供的与产品相关的任何使用说明书、手册、规格或其他文件, 并包括任何修正。

“Firmware” means software embedded in or otherwise running on the Hardware.

“固件”指嵌入或以其他方式运行在硬件上的软件。

“Hardware” means Meraki hardware products you have purchased, received in a product trial, promotion, or beta test, or otherwise running on your Network.

“硬件”指贵司购买、收到作为产品试用、升级、beta 测试或在贵司网络上以其他方式运行的 Meraki 硬件产品。

“Hosted Software” means our proprietary, web-based software platform, including the interface known as the “Dashboard,” Systems Manager and any API provided by Meraki.

“托管软件”指我们自有的、基于网络的软件平台，包括界面称为“控制面板”的接口、系统管理器和任何由 Meraki 提供的 API。

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

“网络”指贵司通过使用产品全部或部分创建的本地网络。

“Products” means the Hardware, the Hosted Software, the Firmware, the Documentation, and the Support Services.

“产品”指硬件、托管软件、固件、文档和支持服务。

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

“支持服务”指 <http://meraki.cisco.com/support> 所描述的客户支持服务。

“Systems Manager” means Meraki’s web-based mobile device management software.

“系统管理器”指 Meraki 基于网络的移动设备管理软件。

“Term” means the term of the Hosted Software Licenses you have purchased or received in a product trial, as modified each time you purchase additional Hosted Software Licenses so that all your Hosted Software Licenses expires at the same time in accordance with the provisions of [Section 3.1](#).

“期限”指贵司在购买或收到作为产品试用的托管软件许可的期限，该期限将在贵司每次购买额外托管软件许可时进行修改，从而使贵司所有托管软件许可按照第 3.1 节的规定同时到期。