

Cisco End User License Agreement

Section 1. Scope and Applicability

This End User License Agreement (“**EULA**”) between You and Cisco covers Your use of the Software and Cloud Services (“**Cisco Technology**”). This document also incorporates any Product Specific Terms attached hereto that may apply to the Cisco Technology You acquire. Definitions of capitalized terms are in Section 13 (Definitions).

You agree to be bound by the terms of this EULA through (a) Your execution of a purchase order under GSA Schedule Contracts incorporating this EULA; or (b) Your express agreement to this EULA.

If You do not have authority to enter into this EULA or You do not agree with its terms, do not use the Cisco Technology. You may request a refund for the Software within 30 days of Your initial purchase provided You return the Software to the Approved Source and disable or uninstall it. This paragraph does not apply where You have expressly agreed to end user license terms with Cisco as part of a transaction with an Approved Source.

Section 2. Using Cisco Technology

2.1. License and Right to Use. Cisco grants You a non-exclusive, non-transferable (except with respect to Software as permitted under the Cisco Software Transfer and Re-Use Policy attached hereto: (a) license to use the Software; and (b) right to use the Cloud Services, both as acquired from an Approved Source, for Your direct benefit during the Usage Term and as set out in Your Entitlement and this EULA (collectively, the “**Usage Rights**”).

2.2. Use by Third Parties. You may permit Authorized Third Parties to exercise the Usage Rights on Your behalf, provided that You are responsible for (a) ensuring that such Authorized Third Parties comply with this EULA and (b) any breach of this EULA by such Authorized Third Parties.

2.3. Beta and Trial Use. If Cisco grants You Usage Rights in the applicable Cisco Technology on a trial, evaluation, beta or other free-of-charge basis (“**Evaluation Software and Services**”), You may only use the Evaluation Software and Services on a temporary basis for the period limited by the license key or specified by Cisco in writing. If there is no period identified, such use is limited to 30 days after the Evaluation Software and Services are made available to You. If You fail to stop using and/or return the Evaluation Software and Services or the equipment on which it is authorized for use by the end of the trial period, You may be invoiced for its list price and agree to pay such invoice. Cisco, in its discretion, may stop providing the Evaluation Software and Services at any time, at which point You will no longer have access to any related data, information, and files and must immediately cease using the Cisco Technology. The Evaluation Software and Services may not have been subject to Cisco’s usual testing and quality assurance processes and may contain bugs, errors, or other issues. Except where agreed to in writing by Cisco, You will not put Evaluation Software and Services into production use. Cisco provides Evaluation Software and Services “AS-IS” without support or any express or implied warranty or indemnity for any problems or issues, and Cisco will not have any liability relating to Your use of the Evaluation Software and Services.

2.4. Upgrades or Additional Copies of Software. You may only use Upgrades or additional copies of the Software beyond Your license Entitlement if You have (a) acquired such rights under a support agreement covering the applicable Software; or (b) You have purchased the right to use Upgrades or additional copies separately.

2.5. Interoperability of Software. If required by law and upon Your request, Cisco will provide You with the information needed to achieve interoperability between the Software and another independently created program, provided You agree to any additional terms reasonably required by Cisco. You will treat such information as Confidential Information.

2.6. Subscription Renewal. Usage Rights in Cisco Technology acquired on a subscription basis may be renewed for the renewal period indicated on the order You or Your Cisco Partner placed with Cisco by executing a new purchase order ("**Renewal Term**"). Your Approved Source will notify You reasonably in advance of any Renewal Term if there are fee changes in accordance with the then current GSA Schedule Contract Pricelist. The new fees will apply for the upcoming Renewal Term unless You or Your Cisco Partner promptly notify Cisco in writing, before the renewal date, that You do not accept the fee changes. In that case, Your subscription will terminate at the end of the current Usage Term.

Section 3. Additional Conditions of Use

3.1. Cisco Technology Generally. Unless expressly agreed by Cisco, You may not (a) transfer, sell, sublicense, monetize or make the functionality of any Cisco Technology available to any third party; (b) use the Software on second hand or refurbished Cisco equipment not authorized by Cisco, or use Software that is licensed for a specific device on a different device (except as permitted under Cisco's Software License Portability Policy attached hereto); (c) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks; (d) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of the Cisco Technology; or (e) use Cisco Content other than as part of Your permitted use of the Cisco Technology.

3.2. Cloud Services. You will not intentionally (a) interfere with other customers' access to, or use of, the Cloud Service, or with its security; (b) facilitate the attack or disruption of the Cloud Service, including a denial of service attack, unauthorized access, penetration testing, crawling, or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware, and cancelbots); (c) cause an unusual spike or increase in Your use of the Cloud Service that negatively impacts the Cloud Service's operation; or (d) submit any information that is not contemplated in the applicable Documentation.

3.3. Evolving Cisco Technology. Cisco may: (a) enhance or refine a Cloud Service, although in doing so, Cisco will not materially reduce the core functionality of that Cloud Service, except as contemplated in this Section; and (b) perform scheduled maintenance of the infrastructure and software used to provide a Cloud Service, during which time You may experience some disruption to that Cloud Service. Whenever reasonably practicable, Cisco will provide You with advance notice of such maintenance. You acknowledge that, from time to time, Cisco may need to perform emergency maintenance without providing You advance notice, during which time Cisco may temporarily suspend Your access to, and use of, the Cloud Service.

Cisco may end the life of Cisco Technology, including component functionality ("**EOL**"), by providing written notice on Cisco.com. If You or Your Cisco Partner prepaid a fee for Your use of the Cisco Technology that becomes EOL before the expiration of Your then-current Usage Term, Cisco will use commercially reasonable efforts to transition You to a substantially similar Cisco Technology. If Cisco does not have substantially similar Cisco Technology, then Cisco will credit You or Your Cisco Partner any unused portion of the prepaid fee for the Cisco Technology that has been declared EOL ("**EOL Credit**"). The EOL Credit will be calculated from the last date the applicable Cisco Technology is available to the last date of the applicable Usage Term. Such credit can be applied towards the future purchase of Cisco products.

3.4. Protecting Account Access. You will keep all account information up to date, use reasonable means to protect Your account information, passwords and other login credentials, and promptly notify Cisco of any known or suspected unauthorized use of or access to Your account.

3.5. Use with Third-Party Products. If You use the Cisco Technology together with third-party products, such use is at Your risk. You are responsible for complying with any third-party provider terms, including its privacy policy. Cisco does not provide support or guarantee ongoing integration support for products that are not a native part of the Cisco Technology.

3.6. Open Source Software. Open source software not owned by Cisco is subject to separate license terms as set out at www.cisco.com/go/opensource. The applicable open source software licenses will not materially or adversely affect Your ability to exercise Usage Rights in applicable Cisco Technology.

Section 4. Fees

To the extent permitted by law, including, but not limited to, the GSA Schedule Contract and the Federal Acquisition Regulation, orders for the Cisco Technology are non-cancellable. Fees for Your use of Cisco Technology are set out in Your purchase terms with Your Approved Source. If You use Cisco Technology beyond Your Entitlement (“**Overage**”), the Approved Source may invoice You, and You agree to pay, for such Overage.

Section 5. Confidential Information and Use of Data

5.1. Confidentiality. Recipient will hold in confidence and use no less than reasonable care to avoid disclosure of any Confidential Information to any third party, except for its employees, affiliates, and contractors who have a need to know (“**Permitted Recipients**”). Recipient: (a) must ensure that its Permitted Recipients are subject to confidentiality obligations no less restrictive than the Recipient’s obligations under this EULA, and (b) is liable for any breach of this Section by its Permitted Recipients. Such nondisclosure obligations will not apply to information that: (i) is known by Recipient without confidentiality obligations; (ii) is or has become public knowledge through no fault of Recipient; or (iii) is independently developed by Recipient. Recipient may disclose Discloser’s Confidential Information if required under a regulation, law or court order provided that Recipient provides prior notice to Discloser (to the extent legally permissible) and reasonably cooperates, at Discloser’s expense, regarding protective actions pursued by Discloser. Upon the reasonable request of Discloser, Recipient will either return, delete or destroy all Confidential Information of Discloser and certify the same.

5.2. How We Use Data. Cisco will access, process and use data in connection with Your use of the Cisco Technology in accordance with applicable privacy and data protection laws. For further detail, please visit Cisco’s Security and Trust Center *found here*: <https://www.cisco.com/c/en/us/about/trust-center/systems-information.html>

5.3. Notice and Consent. To the extent Your use of the Cisco Technology requires it, You are responsible for providing notice to, and obtaining consents from, individuals regarding the collection, processing, transfer and storage of their data through Your use of the Cisco Technology.

Section 6. Ownership

Except where agreed in writing, nothing in this EULA transfers ownership in, or grants any license to, any intellectual property rights. You retain any ownership of Your content and Cisco retains ownership of the Cisco Technology and Cisco Content. Cisco may use any feedback You provide in connection with Your use of the Cisco Technology as part of its business operations. Cisco acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

Section 7. Indemnification

7.1. Claims. Cisco will have the right to intervene to defend any third-party claim against You that Your valid use of Cisco Technology under Your Entitlement infringes a third party’s patent, copyright or registered trademark (the “**IP Claim**”). Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. Cisco will indemnify You against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, provided that You: (a) promptly notify Cisco

in writing of the IP Claim; (b) fully cooperate with Cisco in the defense of the IP Claim; and (c) grant Cisco the right to control the defense and settlement of the IP Claim, and any subsequent appeal. Cisco will have no obligation to reimburse You for attorney fees and costs incurred prior to Cisco's receipt of notification of the IP Claim. You, at Your own expense, may retain Your own legal representation.

7.2. Additional Remedies. If an IP Claim is made and prevents Your exercise of the Usage Rights, Cisco will either procure for You the right to continue using the Cisco Technology or replace or modify the Cisco Technology with functionality that is at least equivalent. Only if Cisco determines that these alternatives are not reasonably available, Cisco may terminate Your Usage Rights granted under this EULA upon written notice to You and will refund You a prorated portion of the fee You paid for the Cisco Technology for the remainder of the unexpired Usage Term.

7.3. Exclusions. Cisco has no obligation with respect to any IP Claim based on: (a) compliance with any designs, specifications, or requirements You provide or a third party provides on Your behalf; (b) Your modification of any Cisco Technology or modification by a third party; (c) the amount or duration of use made of the Cisco Technology, revenue You earned, or services You offered; (d) combination, operation, or use of Cisco Technology with non-Cisco products, software or business processes; (e) Your failure to modify or replace Cisco Technology as required by Cisco; or (f) any Cisco Technology provided on a no charge, beta or evaluation basis.

7.4. This Section Section 7 states Cisco's entire obligation and Your exclusive remedy regarding any IP Claims against You.

Section 8. Warranties and Representations

8.1. Performance. Cisco warrants that: (a) for a period of 90 days from the Delivery Date or longer as stated in Documentation, or on www.cisco.com/go/warranty, the Software substantially complies with the Documentation; and (b) during the Usage Term, it provides the Cloud Services with commercially reasonable skill and care in accordance with the Documentation and Product Specific Terms.

8.2. Malicious Code. Cisco will use commercially reasonable efforts to deliver the Cisco Technology free of Malicious Code.

8.3. Qualifications. Sections 8.1 and 8.2 do not apply if the Cisco Technology or the equipment on which it is authorized for use: (a) has been altered, except by Cisco or its authorized representative; (b) has been subjected to abnormal physical conditions, accident or negligence, or installation or use inconsistent with this EULA or Cisco's instructions; (c) is acquired on a no charge, beta or evaluation basis; (d) is not a Cisco-branded product or service; or (e) has not been provided by an Approved Source. Upon Your prompt written notification to the Approved Source during the warranty period of Cisco's breach of this Section 8, Your sole and exclusive remedy (unless otherwise required by applicable law) is, at Cisco's option, either (i) repair or replacement of the applicable Cisco Technology or (ii) a refund of the (a) license fees paid or due for the non-conforming Software, or (b) the fees paid for the period in which the Cloud Service did not comply, excluding any amounts paid under a service level agreement/objective, if applicable.

Where Cisco provides a refund of license fees paid for Software, You must return or destroy all copies of the applicable Software. **Except as expressly stated in this Section, to the extent allowed by applicable law, Cisco expressly disclaims all warranties and conditions of any kind, express or implied, including without limitation any warranty, condition or other implied term as to merchantability, fitness for a particular purpose or non-infringement, or that the Cisco Technology will be secure, uninterrupted or error free.** If You are a consumer, You may have legal rights in Your country of residence that prohibit the limitations set out in this Section from applying to You, and, where prohibited, they will not apply.

Section 9. Liability

Neither party will be liable for indirect, incidental, exemplary, special or consequential damages; loss or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill or anticipated sales or savings. The maximum aggregate liability of each party under this EULA is limited to (a) for claims solely arising from Software licensed on a perpetual basis, the fees received by Cisco for that Software; or (b) for all other claims, the fees received by Cisco for the applicable Cisco Technology.

These limitations of liability do not apply to liability arising from (a) Your failure to pay all amounts due; or (b) Your breach of Sections 2.1 (License and Right to Use), 3.1 (Cisco Technology Generally), 3.2 (Cloud Services) or 12.8 (Export). This limitation of liability applies whether the claims are in warranty, contract, tort, infringement, or otherwise, even if either party has been advised of the possibility of such damages. Nothing in this EULA limits or excludes any liability that cannot be limited or excluded under applicable law. This limitation of liability is cumulative and not per incident. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

Section 10. Termination and Suspension

10.1. Suspension. Cisco may immediately temporarily suspend Your Usage Rights if You breach Sections 3.2 (Cloud Services).

10.2. Termination. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Cisco shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Upon termination of the EULA, You must stop using the Cisco Technology and destroy any copies of Software and Confidential Information within Your control. If this EULA is terminated, Cisco will refund You or Your Approved Source, the prorated portion of fees You have prepaid for the Usage Rights beyond the date of termination. Upon Cisco's termination of this EULA for Your material breach, You will pay Cisco or the Approved Source any unpaid fees through to the end of the then-current Usage Term. If You continue to use or access any Cisco Technology after termination, Cisco or the Approved Source may invoice You, and You agree to pay, for such continued use.

Section 11. Verification

During the Usage Term and for a period of 12 months after its expiry or termination, You will take reasonable steps to maintain complete and accurate records of Your use of the Cisco Technology sufficient to verify compliance with this EULA ("**Verification Records**"). Upon reasonable advance notice, and no more than once per 12 month period, You will, within 30 days from Cisco's notice, allow Cisco and its auditors access to the Verification Records and any applicable books, systems (including Cisco product(s) or other equipment), and accounts during Your normal business hours. If the verification process discloses underpayment of fees: (a) You will pay such fees; and (b) Reserved

Section 12. General Provisions

12.1. Survival. Sections 4, 5, 6, 8, 9, 10, 11 and 12 survive termination or expiration of this EULA.

12.2. Third-Party Beneficiaries. This EULA does not grant any right or cause of action to any third party.

12.3. Assignment and Subcontracting. Except as set out below, neither party may assign or novate this EULA in whole or in part without the other party's express written consent. Cisco may (a) reserve; or (b) subcontract any performance associated with the Cisco Technology to third parties, provided that such subcontract does not relieve Cisco of any of its obligations under this EULA.

12.4. U.S. Government End Users. The Software, Cloud Services and Documentation are deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to FAR 12.212. All U.S. Government end users acquire the Software, Cloud Services and Documentation with only those rights set forth in this EULA. Any provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.

12.5. Cisco Partner Transactions. If You purchase Cisco Technology from a Cisco Partner, the terms of this EULA apply to Your use of that Cisco Technology and prevail over any inconsistent provisions in Your agreement with the Cisco Partner.

12.6. Modifications to the EULA. Cisco may change the non-material terms and conditions of this EULA or any of its components by updating this EULA on Cisco.com. Non-material Changes to the EULA apply to any Entitlements acquired or renewed after the date of modification. Any material updates to this EULA shall be presented to Ordering Activity for review and will not be effective unless and until both parties sign a written agreement updating these terms

12.7. Compliance with Laws. Each party will comply with all laws and regulations applicable to their respective obligations under this EULA. Cisco may restrict the availability of the Cisco Technology in any particular location or modify or discontinue features to comply with applicable laws and regulations.

If You use the Cisco Technology in a location with local laws requiring a designated entity to be responsible for collection of data about individual end users and transfer of data outside of that jurisdiction (e.g. Russia and China), You acknowledge that You are the entity responsible for complying with such laws.

12.8. Export. Cisco's Software, Cloud Services, products, technology and services (collectively the "Cisco Products") are subject to U.S. and local export control and sanctions laws. You acknowledge and agree to the applicability of and Your compliance with those laws, and You will not receive, use, transfer, export or re-export any Cisco Products in a way that would cause Cisco to violate those laws. You also agree to obtain any required licenses or authorizations.

12.9. Governing Law and Venue. This EULA, and any disputes arising from it, will be governed exclusively by the applicable governing law set forth herein and without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. For U.S. Federal Government customers, this EULA will be controlled and construed under the laws of the United States of America.

12.10. Notice. Any notice delivered by Cisco to You under this EULA will be delivered via email, regular mail or postings on [Cisco.com](https://www.cisco.com). Notices to Cisco should be sent to Cisco Systems, Office of General Counsel, 170 Tasman Drive, San Jose, CA 95134 unless this EULA, applicable Product Specific Terms or an order specifically allows other means of notice.

12.11. Force Majeure. Except for payment obligations, excusable delays shall be governed by FAR 52.212-4(f).

12.12. No Waiver. Failure by either party to enforce any right under this EULA will not waive that right.

12.13. Severability. If any portion of this EULA is not enforceable, it will not affect any other terms.

12.14. Entire agreement. This EULA is the complete agreement between the parties with respect to the subject matter of this EULA and supersedes all prior or contemporaneous communications, understandings or agreements (whether written or oral).

12.15. Translations. Cisco may provide local language translations of this EULA in some locations. You agree that those translations are provided for informational purposes only and if there is any inconsistency, the English version of this EULA will prevail.

12.16. Order of Precedence. If there is any conflict between this EULA and any Product Specific Terms expressly referenced in this EULA, the order of precedence is: (a) such Product Specific Terms; (b) this EULA (excluding the Product Specific Terms and any Cisco policies); then (c) any applicable Cisco policy expressly referenced in this EULA.

Section 13. Definitions

“Affiliate” means any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where “control” means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (e.g., a contract that allows control).

“Approved Source” means Cisco or a Cisco Partner.

“Authorized Third Parties” means Your Users, Your Affiliates, Your third-party service providers, and each of their respective Users permitted to access and use the Cisco Technology on Your behalf as part of Your Entitlement.

“Cisco” “we” “our” or “us” means Cisco Systems, Inc. or its applicable Affiliate(s).

“Cisco Content” means any (a) content or data provided by Cisco to You as part of Your use of the Cisco Technology and (b) content or data that the Cisco Technology generates or derives in connection with Your use. Cisco Content includes geographic and domain information, rules, signatures, threat intelligence and data feeds and Cisco’s compilation of suspicious URLs.

“Cisco Partner” means a Cisco authorized reseller, distributor or systems integrator authorized by Cisco to sell Cisco Technology.

“Cloud Service” means the Cisco hosted software-as-a-service offering or other Cisco cloud-enabled feature described in the applicable Product Specific Terms. Cloud Service includes applicable Documentation and may also include Software.

“Confidential Information” means non-public proprietary information of the disclosing party (**“Discloser”**) obtained by the receiving party (**“Recipient”**) in connection with this EULA, which is (a) conspicuously marked as confidential or, if verbally disclosed, is summarized in writing to the Recipient within 14 days and marked as confidential; or (b) is information which by its nature should reasonably be considered confidential whether disclosed in writing or verbally.

“Delivery Date” means the date agreed in Your Entitlement, or where no date is agreed: (a) where Usage Rights in Software or Cloud Services are granted separately: (i) for Software, the earlier of the date Software is made available for download or installation, or the date that Cisco ships the tangible media containing the Software, and

(ii) for Cloud Services, the date on which the Cloud Service is made available for Your use; or (b) where Usage Rights in Software and Cloud Services are granted together, the earlier of the date Software is made available for download, or the date on which the Cloud Service is made available for Your use.

“Documentation” means the technical specifications and usage materials officially published by Cisco specifying the functionalities and capabilities of the applicable Cisco Technology.

“Entitlement” means the specific metrics, duration, and quantity of Cisco Technology that You commit to acquire from an Approved Source through individual acquisitions or Your participation in a Cisco buying program.

“Malicious Code” means code that is designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software or Cloud Services other than as intended by the Cisco Technology (for example, as part of some of Cisco’s security products).

“Product Specific Terms” means additional product related terms applicable to the Cisco Technology You acquire as attached hereto.

“Software” means the Cisco computer programs including Upgrades, firmware and applicable Documentation.

“Upgrades” means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software.

“Usage Term” means the period commencing on the Delivery Date and continuing until expiration or termination of the Entitlement, during which period You have the right to use the applicable Cisco Technology.

“User” means the individuals (including contractors or employees) permitted to access and use the Cisco Technology on Your behalf as part of Your Entitlement.

“You” means the Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document purchasing the Cisco Technology.

Source:

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Cisco Supplemental End User License Agreements

Dear Customer,

This Supplemental End User License Agreement (“**SEULA**”) contains additional terms and conditions for the Software product(s) set forth herein and licensed under the End User License Agreement (“**EULA**”) between the Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document (“you”) and Cisco Systems, Inc. or its Affiliates (collectively, the “**Agreement**”). Please note that there may be terms in this SEULA that do not apply to you. Only those terms related to the specific Software product(s) you purchased apply to you. Except as otherwise set forth in this SEULA, capitalized terms will have the meanings as in the EULA. To the extent that there is a conflict between the EULA and this SEULA, this SEULA will take precedence.

By you placing an Order, you agree to comply with the terms of this SEULA.

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Cisco CBR-8 and cnBR Essentials and Advanced Software Suites with Software Innovation Access

SUPPLEMENTAL LICENSE TERMS FOR: Cisco CBR-8 Essentials Software Suite, Cisco CBR-8 Advanced Software Suite, Cisco cnBR Essentials Software Suite and Cisco cnBR Advanced Software Suite

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metrics	License Duration
Cisco CBR-8 Essentials Software Suite	Channel & Subscriber*	Perpetual
Cisco CBR-8 Advanced Software Suite	Cluster (SMI) & Subscriber*	Perpetual
Cisco cnBR Essentials Software Suite	Cluster (SMI) & Subscriber*	Perpetual
Cisco cnBR Advanced Software Suite	Cluster (SMI) & Subscriber*	Perpetual

*Each is required for the applicable Software Suite

DEFINITIONS:

“Channel” means a downstream DOCSIS (Data Over Cable Service Interface Specification) frequency segment used to transmit downstream broadband data at varying speeds between the Cisco CBR-8 Hardware running the Cisco CBR-8 Essentials Software Suite and a Subscriber.

“Cisco CBR-8 Essentials Software Suite” includes Cisco IOS Software.

“Cisco CBR-8 Advanced Software Suite” includes Cisco SmartPHY Software and Cisco I-Node Manager Software.

“Cisco cnBR Essentials Software Suite” includes Cisco cnBR Software and Cisco Operations Hub cnBR Companion Software.

“Cisco cnBR Advanced Software Suite” includes Cisco Operations Hub Cloud Native Video Core Software, Cisco Operations Hub Video Core Orchestration Software and Cisco Operations Hub Optimization Software.

“Cluster” means a collection of nodes (physical servers or virtual machines) that are managed by the same Kubernetes master node. The number of nodes within a single Cluster is detailed in the Documentation.

“Hardware” means a Cisco hardware product that is used to run the applicable Software.

“SMI” means the Cisco Subscriber Microservices Infrastructure Software that may be included by Cisco in a Software Suite.

“Software Innovation Access Subscription” means Cisco’s software subscription program described in the Software Innovation Access program description. The current Software Innovation Access program description is attached to this SEULA.

“Subscriber” means a cable modem device connected to the Hardware.

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

- SMI is a Software platform used to run the other Software within a Software Suite (other than the Cisco CBR-8 Essentials Software Suite) and is licensed per Cluster. You are permitted to use the SMI Software

solely for purposes of running the other Software in the Software Suite. You are not permitted to use the SMI Software separately or for purposes of running or managing any other products.

- Your license to use the applicable Software Suite shall be limited to, and You shall not use the applicable Software Suite in excess of Your Entitlement and the Documentation.
- Please note you need to use Cisco Smart Licensing with the Software. Each license to the Software is subject to You enabling Smart Licensing for the Software Suite. Cisco Smart Licensing is described in the Smart Licensing terms attached.

Software Innovation Access for the Cisco CBR-8 and cnBR Essentials and Advanced Software Suites

Purchase of a Cisco® Software Innovation Access Subscription for the Cisco CBR-8 Essentials Software Suite, CBR-8 Advanced Software Suite, cnBR Essentials Software Suite or cnBR Advanced Software Suite, as applicable (“SIA Subscription”) entitles You to receive Feature Releases of the applicable Cisco Software product during the term of the SIA Subscription, as described below. Each initial term begins on the day the underlying Cisco Software is made available to You and lasts for the period of time identified in the relevant purchase order. Renewals will begin on the date identified in the purchase order or the day a reinstatement fee is paid, whichever applies. “You” means the entity that has purchased the SIA Subscription.

An SIA Subscription is only available for certain eligible Cisco-branded software product(s) (“Cisco Software”). Each Cisco Software license covered by an SIA Subscription must also be supported by a Cisco software support and maintenance contract. In addition, You must purchase SIA Subscription coverage across Your entire deployment of the applicable Cisco Software product.

Cisco Responsibilities

Feature Releases

For eligible Cisco Software covered by an SIA Subscription, Cisco will make available access to Feature Releases. Feature Releases are available for electronic download for Cisco Software releases that have been validly licensed and covered under the current SIA Subscription. Please note that You will not have the right to download or activate a Feature Release following the end-of-sale date of the release or following expiration or termination of an SIA Subscription. At the expiration of an SIA Subscription, You may continue to use solely the licensed Feature Release that is running on the applicable Hardware device as of the expiration of the SIA Subscription in accordance with the EULA and any applicable SEULA. An SIA Subscription does not provide for any custom feature development, feature acceleration or upgrades from one type of license or license suite to another (for example, from a standard or essentials license to an enhanced or advanced license).

“Feature Releases” means Major Releases and Minor Releases of the applicable Cisco Software, if and when available during the term of the SIA Subscription.

“Major Release” means a release of Cisco Software that provides additional software functions. For the CBR-8 Essentials Software Suite, Cisco designates Major Releases as a change in the ones digit of the Software version number [(x).x.x]. For the CBR-8 Advanced Software Suite, cnBR Essentials Software Suite and cnBR Advanced Software Suite, Cisco designates Major Releases as a change in the digits of the ‘RN’ Software version number [YY.(RN).MN].

“Minor Release” means an incremental release of Software that provides maintenance fixes and additional Software functions. For the CBR-8 Essentials Software Suite, Cisco designates Minor Releases as a change in the tenths digit of the Software version number [x.(x).x]. For the CBR-8 Advanced Software Suite, cnBR Essentials

Software Suite and cnBR Advanced Software Suite, Cisco designates Minor Releases as a change in the digits of the 'MN' Software version number [YY.RN.(MN)].

"Maintenance Release" means an incremental Software release that provides maintenance fixes and may provide additional Software functions. For the CBR-8 Essentials Software Suite, Cisco designates Maintenance Releases as a change in the digits to the right of the tenths digit or of the hundredths digit of the Software version number [x.x.(x) or x.x.x.(x)]. For the CBR-8 Advanced Software Suite, cnBR Essentials Software Suite and cnBR Advanced Software Suite, Cisco designates Maintenance Releases as a change in the digits of the 'X' Software version number [YY.RN.MN.(X)]. For the avoidance of doubt, Maintenance Releases are not provided under an SIA Subscription.

Customer Responsibilities

An SIA Subscription requires You to:

- Ensure that all eligible licenses across Your entire deployment of a given Cisco Software product are under both (i) active SIA Subscription coverage and (ii) active Cisco software support and maintenance coverage.
- Monitor and renew SIA Subscriptions prior to expiration to maintain coverage. Prior to the end of each term, You must renew the SIA Subscription for Your entire deployment of a given Cisco Software product to be entitled to receive the benefits of an SIA Subscription. If You wish to reinstate an SIA Subscription on any Cisco Software at any time after expiration, You are required to pay: (i) the amount that You would have paid for an SIA Subscription for the Cisco Software between the date of expiration and the date of reinstatement ("Lapsed Period Fee"); (ii) reserved; and (iii) the then-current SIA Subscription fee for the new SIA Subscription term.
- Download only the number of copies of licensed Cisco Software when upgrading such Software. An SIA Subscription does not entitle You to use more than the number of licenses purchased from Cisco or an authorized Cisco reseller.
- Provide information requested by Cisco to verify that You have a valid license to the Cisco Software. Cisco may suspend or terminate an SIA Subscription if You do not (i) have valid licenses to the Cisco Software or (ii) pay the requisite license, SIA Subscription, or support and maintenance fees.
- Cease using the previous release of a given Cisco Software product following Your installation of a new release provided in connection with an SIA Subscription. You are not permitted to re-use or transfer the previous release.

Source:

Controlled Doc. # EDCS-19774908 Ver: 1.1 Last Modified Fri Nov 6 2020 CISCO PUBLIC INFORMATION, Cisco CBR-8 and cnBR Essentials and Advanced Software Suites_SEULA_with Software Innovation Access.docx

TPaaS Concurrent Meetings

SUPPLEMENTAL LICENSE TERMS FOR: TPaaS Concurrent Meetings

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metric	License Duration
TPaaS Concurrent Meetings	Concurrent Meetings	Term

DEFINITIONS:

“Concurrent Meetings” mean TelePresence meetings that are simultaneously conducted across a TPaaS Customer and its users at any point in time.

“Meeting Service” means a service that provides access to Cisco Meeting Server on a hosted basis.

“Shared Meetings” means the unit or units of Concurrent Meetings purchased by the TPaaS Resale Partner for a Named TPaaS Customer.

“TPaaS Resale Partner” means an entity: (i) with a current Cisco Systems Integrator Agreement, the Cisco Indirect Channel Partner Agreement, or other similar Cisco agreement that authorizes the resale of Cisco Products and Services (“Resale Agreement”); (ii) enrolled in Cisco’s SaaS resale program; and (iii) enrolled and in good standing throughout the duration of the license Term in Cisco’s Cloud and Managed Services Partner Program (“CMSP Program”) with a Cisco Powered Video and TelePresence as a Service (“TPaaS”) certification.

“TPaaS Customer” means the final purchaser that: (i) has acquired the Meeting Service from the TPaaS Resale Partner for its own internal business use and not for resale, remarketing, or distribution, (ii) is identified as the purchaser in the purchase order issued to Cisco, and (iii) is uniquely associated with this TPaaS Concurrent Meetings license.

ADDITIONAL RIGHTS AND RESTRICTIONS:

TPaaS Concurrent Meetings

- Only if End User is a TPaaS Resale Partner, in addition to the rights set forth in the EULA, End User may:
 - Use the Software to provide a Meeting Service to its customers for a quantity of Concurrent Meetings less than or equal to the quantity of SharedMeetings;
 - Install a sufficient number of copies of the Software in object code form on physical or virtual servers that are owned or controlled by the TPaaS Resale Partner; and
 - Permit a TPaaS Customer to use the Software as part of TPaaS Resale Partner’s Meeting Service.
- This license shall terminate if:
- End User no longer meets the definition of TPaaS Resale Partner;
 - The subscription term has expired; or
 - The TPaaS Customer’s right to use TPaaS Resale Partner’s Meeting Service terminates or expires.

Source:

Controlled Doc. # EDCS-12264576 Ver: 2.3 Last Modified: Fri Nov 6 2020 CISCO PUBLIC INFORMATION, TPaaS Concurrent Meetings v2.3.docx

TPaaS Named User

SUPPLEMENTAL LICENSE TERMS FOR: TPaaS Named User

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metric	License Duration
TPaaS Named User	Named User	Term

DEFINITIONS:

“Meeting Service” means a service that provides access to Cisco Meeting Server on a hosted basis.

“Named User” means a uniquely named or otherwise uniquely identified individual employee of the TPaaS Customer or individual employee of a TPaaS Customer’s third-party contractor.

“TPaaS Resale Partner” means an entity: (i) with a current Cisco Systems Integrator Agreement, the Cisco Indirect Channel Partner Agreement, or other similar Cisco agreement that authorizes the resale of Cisco Products and Services (“Resale Agreement”); (ii) enrolled in Cisco’s SaaS resale program; and (iii) enrolled and in good standing throughout the duration of the license Term in Cisco’s Cloud and Managed Services Partner Program (“CMSP Program”) with Cisco Powered Video and TelePresence as a Service (“TPaaS”) certification.

“TPaaS Customer” means the final purchaser that: (i) has acquired the Meeting Service from the TPaaS Resale Partner for its own internal business use and not for resale, remarketing, or distribution, and (ii) is identified as the purchaser in the purchase order issued to Cisco.

ADDITIONAL RIGHTS AND RESTRICTIONS:

- Only if End User is a TPaaS Resale Partner, in addition to the rights set forth in the EULA, End User may:
 - Use the Software to provide a Meeting Service to the Named Users of its TPaaS Customers;
 - Install a sufficient number of copies of the Software in object code form on physical or virtual servers that are owned or controlled by the End User; and
 - Permit a TPaaS Customer to use the Software as part of TPaaS Resale Partner’s Meeting Service.
- TPaaS Resale Partner shall associate a Named User with each per user license prior to enabling any user to access the TPaaS Reseller’s Meeting Service. This license shall terminate if:
 - End User no longer meets the definition of TPaaS Resale Partner;
 - The subscription term has expired;
 - The TPaaS Customer’s right to use TPaaS Resale Partner’s Meeting Service terminates or expires; or
 - The TPaaS Customer’s Named User associated with a per user license fee ceases to use or have permission to access TPaaS Resale Partner’s Meeting Service.

Source:

Controlled Doc. # EDCS-12264574 Ver: 2.3 Last Modified: Fri Nov 6 2020 CISCO PUBLIC INFORMATION, TPaaS Named User v2.3.docx

Cisco Bandwidth and Management Suite

SUPPLEMENTAL LICENSE TERMS FOR: Bandwidth and Management Suite (“**BAM Suite**”) (each software title is individually a “**Software**” product)

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metric	License Duration
Cisco WAN Automation Engine (WAE) (version 7.1.2 and above) Planning Server license	Server	Perpetual
Cisco WAN Automation Engine (WAE) (version 7.1.2 and above) RTM license	Network Element	Perpetual
Cisco WAN Automation Engine (WAE) (version 7.1.2 and above) Standby Server license	Server	Perpetual
Cisco Evolved Programmable Network Manager (EPN-M) (version 2.2.1 and above) Base Server License	Server	Perpetual
Cisco Evolved Programmable Network Manager (EPN-M) (version 2.2.1 and above) RTM license	Network Element	Perpetual
Cisco Evolved Programmable Network Manager (EPN-M) (version 2.2.1 and above) Standby Server license (LocalHA or GEODR)	Server	Perpetual
Cisco Evolved Programmable Network Manager (EPN-M) (version 2.2.1 and above) Northbound Interface license	Server	Perpetual
Cisco Network Services Orchestrator (NSO) Active Server license	Server	Perpetual
Cisco Network Services Orchestrator (NSO) High Availability Server license	Server	Perpetual
Cisco Network Services Orchestrator (NSO) IOS-XR NED license	NED	Perpetual
Cisco Network Services Orchestrator (NSO) RTM license	Network Element	Perpetual
IOS-XR Traffic Controller (XTC) Base Server license	Server	Perpetual

DEFINITIONS:

“**Portability Tier**” means equivalent hardware platforms designated from time to time in Cisco’s device tiering guide available via the Cisco Software License Portability Policy at: https://www.cisco.com/c/dam/en_us/about/doing_business/legal/policy/Software_License_Portability_Policy_Final.pdf.

“**Software Innovation Access Subscription**” means the Software Innovation Access Subscription program terms attached hereto and incorporated into this SEULA.

“**Use Cases**” means the use cases detailing the permitted Use of the Software and are set forth in the Documentation and/or the Service Description for the BAM Suite.

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

- **BAM Suite Use Cases.** The Software titles in this suite shall only be Used in accordance with the defined Use Cases. The devices, physical or virtual, being managed in the Use Cases are limited to Cisco devices acquired by You from a Cisco approved source. For purposes of this suite, no additional licenses beyond the license entitlements in Table 1 above, need to be purchased. The license entitlements in Table 1 may be subject to additional supplemental terms.
- **Out of Scope Licenses.** The software image that contains a Software product that You have purchased may contain additional programs, features and functionality outside Your license scope (e.g., the EPN-M Software image may contain the Software’s full features and functionality, even if with this suite You have only purchased certain, limited features or functionalities). Out of scope items would require Your

purchase of separate licenses. The programs, features, and functionality that are within Your license scope for Your Software purchase are identified in the applicable Documentation.

- **Portability.** Subject to Your compliance with, and in accordance to, the Software Innovation Access Subscription terms, You may Port the Software as follows below. Once a license entitlement is Ported to a different device, the Software must be deactivated on the previous device.
 - The NSO Software may be Ported without restriction.
 - The EPN-M Software may be Ported: (1) in accordance with the Portability Tier, and (2) an RTM license may only be Ported to its equivalent Node capacity category (e.g., a small Node capacity RTM license should be reassigned to a small capacity Node).
 - The WAE RTM licenses may be Ported between the Network Elements owned or leased by You or between Your networks, provided that You provide prior written notice to Cisco. You may not Port the WAE Server licenses between Your networks.

Software Innovation Access for Cisco Bandwidth and Management Suite

Purchase of a Cisco® Software Innovation Access Subscription for the Cisco Bandwidth and Management Suite (“**SIA Subscription**”) entitles You to receive Feature Releases and, if applicable, license portability rights, during the term of the SIA Subscription, as described below. Each initial term begins on the day the underlying Cisco Software is made available to You and lasts for the period of time identified in the relevant purchase order. Renewals will begin on the date identified in the purchase order or the day a reinstatement fee is paid, whichever applies. “**You**” means the individual or legal entity that has purchased the SIA Subscription.

An SIA Subscription is only available for certain eligible Cisco-branded software product(s) (“**Cisco Software**”). Each Cisco Software license covered by an SIA Subscription must also be supported by a Cisco software support and maintenance contract. In addition, You must purchase SIA Subscription coverage across Your entire deployment of the applicable Cisco Software product.

Cisco Responsibilities

Feature Releases

For eligible Cisco Software covered by an SIA Subscription, Cisco will make available access to Feature Releases. Feature Releases are available for electronic download for Cisco Software releases that have been validly licensed and covered under the current SIA Subscription. Please note that You will not have access to download a Cisco Software release following the end-of-sale date of the release. An SIA Subscription does not provide for any custom feature development or feature acceleration.

“**Feature Releases**” means Major Releases and Minor Releases (as defined in the Glossary of Terms https://www.cisco.com/c/dam/en_us/about/doing_business/legal/service_descriptions/docs/terms.pdf) of the applicable Cisco Software, when available during the term of the SIA Subscription.

License Portability

If the applicable SEULA grants the right to reassign license entitlements for eligible Cisco Software, then such right is conditioned upon the purchase of this SIA Subscription.

Please note that license portability and Feature Releases do not provide upgrades from one type of license or license suite to another (for example, from a standard license to an enhanced or advanced license).

Customer Responsibilities

An SIA Subscription requires You to:

- Ensure that all eligible licenses across Your entire deployment of a given Cisco Software product are under both (i) active SIA Subscription coverage and (ii) active Cisco software support and maintenance coverage.
- Monitor and renew SIA Subscriptions prior to expiration to maintain coverage. Prior to the end of each term, You must renew the SIA Subscription for Your entire deployment of a given Cisco Software product to be entitled to receive the benefits of an SIA Subscription. If You wish to reinstate an SIA Subscription on any Cisco Software at any time after expiration, You are required to pay: (i) the amount that You would have paid for an SIA Subscription for the Cisco Software between the date of expiration and the date of reinstatement (“**Lapsed Period Fee**”); (ii) reserved(30) days after the date of expiration; and (iii) the then-current SIA Subscription fee for the new SIA Subscription term.
- Download only the number of copies of licensed Cisco Software when upgrading such Software. An SIA Subscription does not entitle You to use more than the number of licenses purchased from Cisco or an authorized Cisco reseller.
- Provide information requested by Cisco to verify that You have a valid license to the Cisco Software. Cisco may suspend or terminate an SIA Subscription if You do not (i) have valid licenses to the Cisco Software or (ii) pay the requisite license, SIA Subscription, or support and maintenance fees.
- Cease using the previous release of a given Cisco Software product following Your installation of a new release provided in connection with an SIA Subscription. You are not permitted to re-use or transfer the previous release.

Source:

Controlled Doc. # EDCS-17648458 Ver: 2.2 Last Modified: Fri Nov 6 2020 CISCO PUBLIC INFORMATION, Bandwidth and Management Suite v2.2.docx

Cisco Crosswork Automation Suite

SUPPLEMENTAL LICENSE TERMS FOR: Cisco Crosswork Network Automation; Cisco Crosswork Change Automation; and Cisco Crosswork Health Insights (also each individually, a “**Software**” product)

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metric	License Duration
Cisco Crosswork Network Automation	Server, Node (Each is required; see below)	Subscription
Cisco Crosswork Change Automation	Playgroup	Subscription
Cisco Crosswork Health Insights	KPI Pack	Subscription

DEFINITIONS:

“**KPI Pack**” means a set of five performance indicators that are used by Cisco Crosswork Health Insights as a metric to monitor the performance of a Node or network. For clarification, one KPI Pack license is needed per set of five performance indicators (i.e., per KPI Pack).

“**Manage**” means to Use Cisco Crosswork Network Automation, plus one or both of Cisco Crosswork Change Automation or Cisco Crosswork Health Insights, to manage, monitor, or otherwise exchange information with a Node.

“**Node**” means a physical or virtual router, switch or Server in Your network.

“**Play**” means software code designed to automate one workflow utilizing Cisco Crosswork Change Automation.

“**Playgroup**” means a set of five Plays for Cisco Crosswork Change Automation. For clarification, one Playgroup license is needed per set of five Plays (i.e., per Playgroup).

“**Maximum Interfaces**” means the maximum number of active network interfaces, as set forth in the Documentation, that a single KPI Pack can monitor, regardless of the quantity of Managed Nodes.

“**RTM**” means the right to Manage.

“**RTU**” means the right to Use a copy of Cisco Crosswork Network Automation on a Server.

“**Server**” means a physical or virtual server.

“**Third Party**” means a person, organization or entity other than Cisco.

Some of the above defined terms are further described in the Documentation.

ADDITIONAL RIGHTS AND RESTRICTIONS:

Cisco Crosswork Network Automation is a Software platform with two Software applications: Cisco Crosswork Change Automation and Cisco Crosswork Health Insights. You may license either Cisco Crosswork Change Automation or Cisco Crosswork Health Insights, or both, but You must license the Cisco Crosswork Network Automation in order to Use a Software application.

- **Cisco Crosswork Network Automation** requires each of the following:
 - an RTU license for each copy of this Software that You load onto a Server; and
 - an RTM license for each Node that Managed by this Software.
- **Cisco Crosswork Change Automation** requires a Playgroup license for each Playgroup.
- **Cisco Crosswork Health Insights** requires a KPI Pack license for each KPI Pack. If You wish to exceed the number of Maximum Interfaces, You must purchase an additional Crosswork Network Automation Server license for each additional increment of Maximum Interfaces.
- You cannot Use or permit the Use of any Third Party software as an application on Cisco Crosswork Network Automation.
- Cisco may be providing You with API software currently at no charge. However, nothing restricts Cisco's right, now or in the future, to monetize the API software. At which point You may be required to pay a license fee in order to Use the API software.
- The Software product that You have purchased may contain additional programs, features and functionality outside Your license scope. The programs, features and functionality that are within Your license scope for Your particular Software purchase are identified in the applicable Documentation. If you wish to Use out of scope items, You will need to purchase separate licenses.

Source:

Controlled Doc. # EDCS-15825575 Ver: 1.7 Last Modified: Fri Nov 6 2020 CISCO PUBLIC INFORMATION, Crosswork Network Automation Suite v1.7.docx

Cisco Crosswork Network Controller

SUPPLEMENTAL LICENSE TERMS FOR: Cisco Crosswork Network Controller (“CNC”) Solution (each software title is individually a “Software” product)

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metric	License Duration
Cisco Crosswork Network Controller Common User Interface	Server	Subscription
Cisco Crosswork Optimization Engine	Server, Node	Subscription
Cisco Network Services Orchestrator (NSO) Active Server license	Server	Subscription
Cisco Network Services Orchestrator (NSO) High Availability Server license	Server	Subscription
Cisco Network Services Orchestrator (NSO) IOS-XR NED license	NED	Subscription
Cisco Network Services Orchestrator (NSO) RTM license	Network Equipment	Subscription
Cisco Crosswork Data Gateway	Server, Node	Subscription
Cisco Segment Routing Computation Engine (SR-PCE)	Server, Node	Subscription
Crosswork Active Topology (CAT)	Server	Subscription
Cisco IOS® XRv 9000 Router (XRv9000)	Server, Node	Subscription

DEFINITIONS:

“**Manage**” means to Use the Software to manage, monitor, or otherwise exchange information with a Node.

“**Network Element**” means, as applicable, a virtual or physical router, switch, server, or network function in Your network.

“**NED**” means a “Network Element Driver”. A Network Element Driver enables the management of Network Elements running the same embedded software type; e.g., there is a NED for certain Cisco IOS devices, another NED for certain IOS XR devices, and NEDs for certain non-Cisco devices. NED licenses only authorize the use of NEDs in conjunction with the NSO Software to configure, manage, or interface with the devices identified by the NED.

“**Node**” means a physical or virtual router, switch, or server in Your network.

“**RTM**” means the right to Manage a Node.

“**Server**” means physical or virtual server where the right to use license is installed

“**Use Case**” means the use cases detailing the permitted use of the Software as provided in Table 1.

ADDITIONAL RIGHTS AND RESTRICTIONS:

- **CNC Solution Licensing Model Use Cases.** The Software titles in this Solution shall only be used in accordance with the defined Use Cases listed in Table 1 on an identified network. For purposes of this CNC Solution, no additional licenses, beyond the license entitlements in Table 1, need to be purchased, provided Your Use of the Software is in accordance with the Agreement.
- **Additional Supplemental End User License Agreement Terms.** Except as otherwise set forth in this SEULA, capitalized terms will have the meanings as defined in the EULA or one of the other SEULAs listed below, as applicable.

- Crosswork Optimization Engine. Your Use of the CNC Solution NSO Software is also subject to the Supplemental End User License Agreement for the Cisco Crosswork Optimization Engine attached hereto
- Network Services Orchestrator. Your Use of the NSO Software is also subject to the Supplemental End User License Agreement for the Cisco Network Services Orchestrator attached hereto. Cisco Crosswork Network Controller provides basic support for provisioning of Layer 2 and Layer 3 services. This support is enabled through the NSO sample function packs that are shipped with the product. The sample function packs provide baseline provisioning capabilities out-of-the-box, with the ability to extend and customize the functionality through the YANG extensions. The sample function packs are provided as-is and do not include any support.
- Out of Scope Licenses. The software image that contains a Software product that You have purchased may contain additional programs, features and functionality outside Your license scope. Out of scope items would require Your purchase of separate licenses. The programs, features, and functionality that are within Your license scope for Your Software purchase are identified in the applicable Documentation.

Allowed Use Cases

Use Case	Description
Service-Oriented Transport Provisioning	Provision segment routing traffic-engineering policies for services with Service Level Agreements ("SLA"s)
Service Provisioning	Provision Layer 2 VPN and Layer 3 VPN services
Bandwidth Optimization	Optimize the network bandwidth
Real time network optimization	Collect real-time performance information and optimize the network
Topology and Inventory	Collect information about network and services

Source:

Controlled Doc. # EDCS-20056833 Ver: 1.1 Last Modified: Fri Nov 6 2020 CISCO PUBLIC INFORMATION, Crosswork Network Controller V1.1 SEULA.docx

Cisco Crosswork Optimization Engine

SUPPLEMENTAL LICENSE TERMS FOR: Cisco Crosswork Optimization Engine

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metric	License Duration
Cisco Crosswork Optimization Engine	Server, Node (each is required, see below)	Subscription

DEFINITIONS:

“Manage” means to Use the Software to manage, monitor, or otherwise exchange information with a Node.

“Node” means a physical or virtual router, switch, or server in Your network.

“RTM” means the right to Manage a Node.

“RTU” means the right to Use a single copy of Cisco Crosswork Optimization Engine on a server.

ADDITIONAL RIGHTS AND RESTRICTIONS:

- **Cisco Crosswork Optimization Engine** requires each of the following:
 - an RTU license for each copy of the Software that You load onto a server (either physical or virtual); and
 - an RTM license for each Node that is Managed by the Software.
- **APIs.** Cisco may be providing You with API software currently at no charge. However, nothing restricts Cisco’s right, now or in the future, to monetize the API software. At which point You may be required to pay a license fee in order to Use the API software.

Source:

Controlled Doc. # EDCS-15923561 Ver: 1.5 Last Modified: Fri Nov 6 2020 CISCO PUBLIC INFORMATION, Cisco Crosswork Optimization Engine v.1.5.docx

Cisco Crosswork Situation Manager

SUPPLEMENTAL LICENSE TERMS FOR: Cisco Crosswork Situation Manager Software

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metric	License Duration
Cisco Crosswork Situation Manager	Server and Managed Entity (each is required, see below)	Perpetual Server license; Subscription Managed Entity RTM license

DEFINITIONS:

“Primary Server” means a physical or virtual server.

“Manage” means to Use the Software to manage, monitor or otherwise exchange information with one or more Managed Entities, as may be further described in the Documentation.

“Managed Entity” means, as applicable, a physical or virtual network element, machine, server, or application which produces Events and sends this information to the Software.

“Event” means a unique message (with a timestamp and payload, i.e., log file, status, or change events generated by the “Managed Entity(ies)”) indicating that a threshold has been reached, something has changed, or a failure has occurred.

“RTM” means the right to Manage a Managed Entity.

“Software” means the Cisco Crosswork Situation Manager Software.

“Secondary Server” means a physical or virtual server that is not in use unless the Primary Server is not operational.

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

- Cisco Crosswork Situation Manager Software License. To Use the Software, You are required to have *each* of the following:
 - A valid Cisco Crosswork Situation Manager Server license for *each* instance of the Software loaded into the memory of a Primary Server or a Secondary Server; and
 - A valid **RTM license** for *each* Managed Entity that is Managed by the Software running on a Primary Server.

Source:

Controlled Doc. # EDCS-12909835 Ver: 2.2 Last Modified: Fri Nov 6 2020 CISCO PUBLIC INFORMATION, cisco_crosswork_situation_manager_v2.2.docx

Cisco Evolved Programmable Network Manager

SUPPLEMENTAL LICENSE TERMS FOR: Cisco Evolved Programmable Network Manager (version 3.0 and above) with Software Innovation Access Subscription

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metric	License Duration
Cisco Evolved Programmable Network Manager (EPN-M) (version 3.0 and above)	Server and Node (each is required, see below)	Perpetual

DEFINITIONS:

“Manage” means to Use the Software to monitor or exchange information with Nodes.

“Node” means, as applicable, a single, physical or virtual router, switch, optical shelf, server, network function, or application in Your network.

“Portability Tier” means equivalent hardware platforms designated from time to time in Cisco’s device tiering guide available via the Cisco Software License Portability Policy at:

https://www.cisco.com/c/dam/en_us/about/doing_business/legal/policy/Software_License_Portability_Policy_FI_NAL.pdf.

“RTM” means the right to Manage a Node.

“Software Innovation Access Subscription” means the Software Innovation Access Subscription program terms attached hereto and incorporated into this SEULA.

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

- To Use the Software, You must have each of the following:
 - A **Server license** for each copy the Software is loaded into the memory of a server (physical or virtual), and
 - An **RTM license** for each Node that is Managed by the Software. RTM licenses are categorized by specific device capacity (i.e., small, medium, or large capacity devices), as identified in the Entitlement. You will only Manage a Node by using the equivalent RTM device capacity category (e.g., large capacity RTM license to Manage a large capacity Node).
- Out of Scope Licenses. The software image that contains a Software product that You have purchased may contain additional programs, features and functionality outside Your license scope even if You have only purchased certain, limited features or functionalities. Out of scope items would require Your purchase of separate licenses. The features and functionality that are within Your license scope for Your Software purchase are identified in the applicable Documentation.
- Portability. Subject to Your compliance with, and in accordance to, the Software Innovation Access Subscription terms, You may reassign the license entitlements between two Nodes, owned or leased by You, provided that: (1) any reassignment shall be in accordance with the Portability Tier, and (2) an RTM license can only be reassigned to its equivalent Node capacity category (e.g., a small Node capacity RTM license should be reassigned to a small capacity Node).

Attachment to SEULA

Software Innovation Access for Cisco Evolved Programmable Network Manager (version 3.0 and above)

Purchase of a Cisco® Software Innovation Access Subscription for the Cisco Evolved Programmable Network Manager (version 3.0 and above) (“**SIA Subscription**”) entitles You to receive Feature Releases and, if applicable, license portability rights, during the term of the SIA Subscription, as described below. Each initial term begins on the day the underlying Cisco Software is made available to You and lasts for the period of time identified in the relevant purchase order. Renewals will begin on the date identified in the purchase order or the day a reinstatement fee is paid, whichever applies. “**You**” means the legal entity that has purchased the SIA Subscription.

An SIA Subscription is only available for certain eligible Cisco-branded software product(s) (“**Cisco Software**”). Each Cisco Software license covered by an SIA Subscription must also be supported by a Cisco software support and maintenance contract. In addition, You must purchase SIA Subscription coverage across Your entire deployment of the applicable Cisco Software product.

Cisco Responsibilities

Feature Releases

For eligible Cisco Software covered by an SIA Subscription, Cisco will make available access to Feature Releases. Feature Releases are available for electronic download for Cisco Software releases that have been validly licensed and covered under the current SIA Subscription. Please note that You will not have access to download a Cisco Software release following the end-of-sale date of the release. An SIA Subscription does not provide for any custom feature development or feature acceleration.

“**Feature Releases**” means Major Releases and Minor Releases (as defined in the Glossary of Terms https://www.cisco.com/c/dam/en_us/about/doing_business/legal/service_descriptions/docs/terms.pdf) of the applicable Cisco Software, when available during the term of the SIA Subscription.

License Portability

If the applicable SEULA grants the right to reassign license entitlements for eligible Cisco Software, then such right is conditioned upon the purchase of this SIA Subscription.

Please note that license portability and Feature Releases do not provide upgrades from one type of license or license suite to another (for example, from a standard license to an enhanced or advanced license).

Customer Responsibilities

An SIA Subscription requires You to:

- Ensure that all eligible licenses across Your entire deployment of a given Cisco Software product are under both (i) active SIA Subscription coverage and (ii) active Cisco software support and maintenance coverage.
- Monitor and renew SIA Subscriptions prior to expiration to maintain coverage. Prior to the end of each term, You must renew the SIA Subscription for Your entire deployment of a given Cisco Software product to be entitled to receive the benefits of an SIA Subscription. If You wish to reinstate an SIA Subscription on any Cisco Software at any time after expiration, You are required to pay: (i) the amount that You would have paid for an SIA Subscription for the Cisco Software between the date of expiration and the date of reinstatement (“**Lapsed Period Fee**”); (ii) reserved; and (iii) the then-current SIA Subscription fee for the new SIA Subscription term.

- Download only the number of copies of licensed Cisco Software when upgrading such Software. An SIA Subscription does not entitle You to use more than the number of licenses purchased from Cisco or an authorized Cisco reseller.
- Provide information requested by Cisco to verify that You have a valid license to the Cisco Software. Cisco may suspend or terminate an SIA Subscription if You do not (i) have valid licenses to the Cisco Software or (ii) pay the requisite license, SIA Subscription, or support and maintenance fees.
- Cease using the previous release of a given Cisco Software product following Your installation of a new release provided in connection with an SIA Subscription. You are not permitted to re-use or transfer the previous release.

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Cisco Managed Services Accelerator Solution

SUPPLEMENTAL LICENSE TERMS FOR: Cisco Managed Services Accelerator Solution

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metric	License Duration
Network Services Orchestrator (NSO)	Per Server	Subscription
Elastic Services Controller (ESC)	Per Server	Subscription
MSX Software Integration Framework	Per Server	Subscription
MSX User Interface	Per Server	Subscription
MSX CPE Orchestration	Per Device	Subscription
MSX NFVIS Device Management	Per Device	Subscription
MSX SD-Branch Service Package	Per VNF	Subscription
MSX SDWAN Service Package	Per VNF	Subscription
MSX Managed Device Service Package	Per Device	Subscription
MSX Cloud Connect Service Package	Per VNF	Subscription
Cloud VPN Foundation Service Package	Per Instance	Subscription
Cloud VPN Advanced Service Package	Per Instance	Subscription
VMS AnyConnect	Per User	Subscription
VMS Web Security Essentials	Per User	Subscription
VMS Web Security Sophos Anti-Malware	Per User	Subscription
VMS Web Security McAfee Anti-Malware	Per User	Subscription
VMS Web Security Advanced Malware Protection	Per User	Subscription

DEFINITIONS:

“Company Service” means the managed service(s) provided to End User(s) as part of Your business operations.

“Device” means an Endpoint or any customer premise equipment that is used in conjunction with any of the Software for Your internal use or for delivering Your Company Service to End User(s).

“Endpoint” means the customer premise equipment installed at an End User’s premises used in conjunction with any of the Software.

“End User” means Your employee or the third party authorized by You to access the Software licensed under this Agreement.

“Instance” means a single installation on a server or within a Virtual Machine.

“Non-Personal Information” means technical and related information that is not Personal Information, including, but not limited to the operating system type and version; file metadata and identifiers such as SHA-256 values; network host data; origin and nature of malware; Endpoint GUIDs (globally unique identifiers); Internet Protocol (“IP”) addresses; MAC addresses; logfiles; the types of software or applications installed on a network or an Endpoint; and any aggregate or demographic data such as cookies, web logs, web beacons, and other similar applications.

“Ordering Document” means the purchase order or similar agreement between You and Cisco or You and an Approved Source, or the valid terms of any purchase order accepted by Cisco in connection therewith that contains the purchase terms for the Software license(s) granted by this Agreement.

“Personal Information” means any information that can be used to identify an individual and may include an individual’s name, address, email address, phone number, and user name.

“Server” means a single physical computer or devices on a network that manages or provides network resources for multiple users.

“Services” means the subscription Cisco Software Support Service You have purchased, as indicated in in the applicable Product ID (PID) or as otherwise shown in Your Ordering Document.

“Service Description” means the description of the subscription Cisco Software Support Service that You have purchased.

“Term” means the length of the Software subscription You have purchased (and any related support), as indicated in the applicable Product ID (PID) or as otherwise shown in Your Ordering Document.

“Virtual Appliance” means the virtual version of a Software product that You have purchased.

“Virtual Machine” means a software container that can run its own operating system and execute applications like a Server.

ADDITIONAL RIGHTS AND RESTRICTIONS:

General License Terms and Conditions

You may use the Software to provide Your Company Service to End Users on hardware products, or in the case of Virtual Appliances, on a Virtual Machine, unless otherwise expressly provided in the related Documentation or a Supplemental End User License Agreement that applies to that Software product.

You understand that a license under one license type cannot be converted into a license for another license type and that a new separate license or licenses will need to be purchased for any additional Use. For example, if You purchased a MSX Server Lab License and You desire to Use the MSX Server Software for production and/or other revenue-generating purposes, You must purchase a separate MSX Server Production license for *each* copy of the VMS Server Software loaded into memory.

MSX Server Software

1. Foundation Platform Requirement. In order to Use MSX, You must purchase the required license(s) to the MSX Server Software in the license type and quantity required to cover the scope and duration of Your Use. The MSX Server Software includes the following components:
 - Network Services Orchestrator (NSO)
 - Elastic Services Controller (ESC)
 - MSX Software Integration Framework (SIF)
 - MSX User InterfaceThe types of MSX Server Software licenses are set forth below.
2. MSX Server Lab License. Your right to Use the Beta/Trial Products begins on the date the Evaluation Product is made available for download or installation (“Evaluation start”) and continues until (1) the end of the evaluation period, as authorized by Cisco, or (2) six (6) months after the Evaluation start, whichever is shorter.
3. MSX Server Production License.
To Use the MSX Server Software in any non-Lab environment and/or for revenue-generating purposes, You must obtain:
 - An “Active Server” license for *each* copy of the VMS Server Software loaded into memory.
 - One (1) VMS Server Production license grants You a limited right to Use one (1) production instance and one High-Availability (“HA”) production instance for the Term in the Entitlement.

Device Orchestration and Service Packages

MSX also includes options for Device orchestration (“Device Orchestration”) and software suites (collectively, “MSX Service Packages”), which You must separately license depending on Your specific use case(s).

- Depending on the use case, a Device Orchestration license is required for each Device that is configured, managed, or interfaced by the MSX Server Software.
- Each Managed Device accessing any SD-Branch service via NFVIS requires a NFVIS Device Management license.

End User License Requirements

You must maintain End User agreements with Your End Users in accordance with the requirements set forth below (“End User Agreements”) and ensure that such End User Agreements are effective and binding on End Users in all applicable jurisdictions. You are responsible to Cisco for any unauthorized installation, use, copying, access or distribution of the Software by an End User if You fail to comply with this Section.

End User Agreements must:

1. prohibit End Users from removing, modifying or obscuring any intellectual property or proprietary rights notices that are contained in or with the Software or Documentation;
2. include terms at least as protective of Cisco’s intellectual property as contained in this Agreement;
3. state that for any Software required for End User to receive and use the Company Service, use of such Software will be licensed to the End User under the [Cisco End User License Agreement](#);
4. not make warranties or representations on behalf of Cisco;
5. state that You or a third party on Your behalf (and not Cisco or its suppliers) will provide technical support for the Company Service; and
6. include terms to reflect that End User may not sell, resell, reframe, distribute, rent lease or otherwise make available the Company Service to a third party.

Other Terms and Conditions

If a MSX Server Software copy has been distributed to You under this Agreement, You agree to the following additional third party terms and conditions:

1. Java Technology Restrictions. You shall not create, modify, change the behavior of, or authorize licensees of You to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as “java”, “javax”, “sun” or similar convention as specified by Oracle in any naming convention designation. In the event that You create an additional API(s) which: (a) extends the functionality of a Java Environment; and (b) is exposed to third party software developers for the purpose of developing additional software which invokes such additional API, You must promptly publish broadly an accurate specification for such API for free use by all developers.
2. Trademark and Logos. The license under this Agreement does not authorize You or any end user licensee to use any Oracle America, Inc. name, trademark, service mark, logo or icon. You acknowledge that Oracle owns the Java trademark and all Java-related trademarks, logos and icons including the Coffee Cup and Duke (“Java Marks”) and agree to: (a) comply with the Java Trademark Guidelines at <http://www.oracle.com/us/legal/third-party-trademarks/index.html>; (b) not do anything harmful or inconsistent with Oracle’s rights in the Java Marks; and (c) assist Oracle in protecting those rights including assigning to Oracle any rights acquired by You in any Java Mark.
3. Source Code. The Java Platform Standard Edition Embedded software may contain source code that, unless expressly licensed for other purposes, is provided solely for reference purposes pursuant to the

terms of Your license. Source code may not be redistributed unless expressly provided for in the terms of Your license.

4. Third Party Code. Additional copyright notices and license terms applicable to portions of the Java Platform Standard Edition Embedded software are set forth in the THIRDPARTYLICENSEREADME.txt file.
5. Commercial Features. Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features identified in Table 1-1 (Commercial Features in Java SE Product Editions) of the software documentation accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>.

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Cisco Network Services Orchestrator (NSO)

SUPPLEMENTAL LICENSE TERMS FOR: Cisco Network Services Orchestrator (NSO) (the “NSO Software”)

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metric	License Duration
Network Services Orchestrator	NSO Server, Server HA, NEDs & CFP Licenses	Perpetual or Subscription
Network Services Orchestrator	NSO Device RTM Licenses	Subscription

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

NSO Software Lab License

A valid NSO Lab license requires a “**Lab Server**” license for *each* copy of the NSO Software loaded into memory.

NSO Software Production License

To install and use the NSO Software in any non-Lab environment, Customer requires:

- An “**Active Server**” license for *each* copy of the NSO Software loaded into memory;
- A NED license (as defined below) for *each* NED running on *each* Active Server;
- A “**NED**” or “Network Element Driver” enables the management of physical or virtual devices or other systems (together, “**Network Elements**”) running the same embedded software type; e.g., there is a NED for certain Cisco IOS devices, another NED for certain IOS XR devices, and NEDs for certain non-Cisco devices. NED licenses only authorize the use of NEDs in conjunction with the NSO Software to configure, manage, or interface with (“**Manage**”) the devices identified by the NED.
- A Core Function Pack (**CFP**) license for each CFP copy that is loaded into memory. A **CFP** is a set of ready-made implementations for specific NSO features and/or use cases, as detailed in NSO’s documentation.
- Each pre-defined **CFP** (i.e. NFVO, SAE, etc.) is licensed separately.
- A right to manage (“**RTM**”) license for each Network Element that is Managed by the NSO Software;
- *Each* Managed physical device requires an RTM license for its device type;
- *Each* Managed virtual network function or software application (“**Managed VNF**”) requires an RTM license for *each instance* of the Managed VNF. Managed VNF RTM licenses are categorized by function and application type.

High Availability

If a high availability (“**HA**”) implementation of the NSO Software is desired, Customer may use a HA license (instead of an Active Server license) for *each* Standby Server. A “**Standby Server**” has a copy of the NSO Software loaded into memory, but does not Manage Network Elements unless the Active Server which it backs up, fails. Additional NED licenses are not required for Standby Servers.

NSO Pricing

Any contractual discounts to which Customer may otherwise be entitled do not apply to the purchase of NSO licenses or associated support except that the price shall be in accordance with the GSA Schedule Pricelist and any discounts negotiated pursuant to the applicable GSA Schedule Contract.

Disclaimer Regarding NEDs

NEDs provide the connectivity between the NSO Software and Network Elements. Network Elements and their associated functionality are constantly evolving and therefore, NEDs will not support all possible devices, capabilities, or use cases. Customers may request additional NED functionality from Cisco by discussing with their Cisco Sales representative, or may choose to develop their own NEDs using documented Cisco APIs. In some instances, a 'Generic NSO NED' may be quoted and/or ordered. Ordering a 'Generic NSO NED' is not a commitment by Cisco to develop a specific NSO NED, but rather an agreement to access a future state NED when it is made generally available.

Software Innovation Access for Cisco Network Services Orchestrator (version 5.x and above)

Network Services Orchestrator is now available to be purchased under a Software Innovation Access subscription. Purchase of a Cisco® Software Innovation Access Subscription for the Cisco Network Services Orchestrator (version 5.x and above) ("SIA Subscription") entitles You to receive Feature Releases and, if applicable, license portability rights, during the term of the SIA Subscription, as described below. Each initial term begins on the day the underlying Cisco Software is made available to You and lasts for the period of time identified in the relevant purchase order. Renewals will begin on the date identified in the purchase order or the day a reinstatement fee is paid, whichever applies. "You" means the legal entity that has purchased the SIA Subscription.

Each Cisco Software license covered by an SIA Subscription must also be supported by a Cisco software support and maintenance contract. In addition, You must purchase SIA Subscription coverage across Your entire deployment of the applicable Cisco Software product.

Refer to the Network Services Orchestrator SIA ordering guide for additional details and requirements.

Cisco Responsibilities

Feature Releases

For NSO Software purchases covered by an SIA Subscription, Cisco will make available access to Feature Releases. Feature Releases are available for electronic download for Cisco Software releases that have been validly licensed and covered under the current SIA Subscription. Please note that You will not have access to download a Cisco Software release following the end-of-sale date of the release. An SIA Subscription does not provide for any custom feature development or feature acceleration.

"Feature Releases" means Major Releases and Minor Releases (as defined in the Glossary of Terms https://www.cisco.com/c/dam/en_us/about/doing_business/legal/service_descriptions/docs/terms.pdf) of the applicable Cisco Software, if and when available during the term of the SIA Subscription. License Portability If the applicable SEULA grants the right to reassign license entitlements for eligible Cisco Software, then such right is conditioned upon the purchase of this SIA Subscription.

Please note that license portability and Feature Releases do not provide upgrades from one type of license or license suite to another (for example, from a standard license to an enhanced or advanced license).

Customer Responsibilities

An SIA Subscription requires You to:

- Ensure that all eligible licenses across Your entire deployment of a given Cisco Software product are under both (i) active SIA Subscription coverage and (ii) active Cisco software support and maintenance coverage.
- Monitor and renew SIA Subscriptions prior to expiration to maintain coverage. Prior to the end of each term, You must renew the SIA Subscription for Your entire deployment of a given Cisco Software product to be entitled to receive the benefits of an SIA Subscription. If You wish to reinstate an SIA Subscription on any Cisco Software at any time after expiration, You are required to pay: (i) the amount that You would have paid for an SIA Subscription for the

Cisco Software between the date of expiration and the date of reinstatement (“Lapsed Period Fee”); (ii) reserved; and (iii) the then-current SIA Subscription fee for the new SIA Subscription term.

- Download only the number of copies of licensed Cisco Software when upgrading such Software. An SIA Subscription does not entitle You to use more than the number of licenses purchased from Cisco or an authorized Cisco reseller.
- Provide information requested by Cisco to verify that You have a valid license to the Cisco Software. Cisco may suspend or terminate an SIA Subscription if You do not (i) have valid licenses to the Cisco Software or (ii) pay the requisite license, SIA Subscription, or support and maintenance fees.
- Cease using the previous release of a given Cisco Software product following Your installation of a new release provided in connection with an SIA Subscription. You are not permitted to re-use or transfer the previous release.

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Controlled Doc. # EDCS-12264531 Ver: 2.2 Last Modified: Wed Aug 26 08:50:31 PDT 2020 CISCO PUBLIC INFORMATION, Cisco Network Services Orchestrator v2.2.docx

Cisco Prime Central

SUPPLEMENTAL LICENSE TERMS FOR: Cisco Prime Central Software and its Domain Managers

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metric	License Duration
Cisco Prime Central	Server	Perpetual
Domain Managers*	Server, RTM, and Northbound Interface*	Each is Perpetual

*Each requires an additional purchase

DEFINITIONS:

“Domain Manager” means one of the following four Cisco software applications that provide network management for a particular set of functions: “Cisco Prime Network” software, “Cisco Prime Provisioning” software, “Cisco Prime Performance Manager” software, and “Cisco Prime Optical” software.

“Lab Server” means the right to use a server solely in a non-production testing or non-production development environment.

“Manage” means to Use the Software to monitor or exchange information with certain Network Elements.

“Network Element” means a physical or virtual network device, such as a server, router or switch.

“OSS” means Operating Support System.

“Primary Server” means a server used in a production environment.

“RTM” means the right to Manage a Network Element.

“Secondary Server” means a server in a production environment that is not in use unless the Primary Server is not operational.

“Server License” means the right to use the Software in a production environment.

“SNMP Gateway” means a standardized protocol used to forward information from the Network Elements.

“Software” means Cisco Prime Central Software.

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

Cisco may make the Software available as a part of “Prime Carrier Management” suites with varying features and functionality, as identified in the Entitlement and documentation.

- Production License. To Use the Software in a production environment, You must have a Server License for each copy of the Software loaded into the memory of a Primary Server and a Secondary Server.
- Standby License. You must have a standby server license to be entitled to a high availability or geographic redundancy between the Primary Server and the Secondary Server.

- Lab Server License. To Use the Software on a Lab Server, You must have a valid Lab Server license for each copy of the Software loaded into the memory of the Lab Server.

ADDITIONAL RIGHTS AND RESTRICTIONS:

The Software requires separate licenses to connect to and/or interoperate with Domain Managers, other Cisco and third party systems or components.

Domain Managers. In addition to Your purchase of Software licenses, You must purchase:

- a Server License for each copy of each Domain Manager loaded onto the memory of a Primary Server.
- an RTM license for each physical Network Element that is Managed by each of the following Domain Managers running on a Primary Server:
 - Cisco Prime Network software,
 - Cisco Prime Provisioning software,
 - Cisco Prime Performance Manager software,
 - Cisco Prime Optical software

Optional Northbound Interface Licenses.

- Third Party Systems. Using the Software's tier 1 and tier 2 gateway to connect the Software to third party systems, such as third party trouble ticketing systems, requires a separately purchased license that expressly permits these connections.
- Applications. Using the Software's tier 1 and tier 3 data service adapter instances to connect to other Cisco or third party applications or components requires a separately purchased license that expressly permits each of these connections.
- Software integration with any OSS system(s) using MTOSI or 3GPP interfaces requires a license permitting each of these integrations.
- Any Software integration with any Domain Manager(s) requires a license permitting each of these integrations.
- A Server License includes the right to integrate (but not Use) the Software with up to four (4) Domain Manager instances and one (1) OSS instance, with the included SNMP gateway.

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Cisco Prime Network

SUPPLEMENTAL LICENSE TERMS FOR: Cisco Prime Network Software

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metric	License Duration
Cisco Prime Network	Server, *RTM and Northbound Interface	Each is Perpetual

*Each requires an additional purchase

DEFINITIONS:

“**Lab Server**” means a server used solely in a non-production testing or non-production development environment.

“**Manage**” means to Use the Software to monitor or exchange information with certain Network Elements.

“**MTOSI**” means multi technology operations system.

“**Network Element**” means a physical or virtual network device, such as a server, router or switch.

“**OSS**” means Operating Support System.

“**Primary Server**” means a server used in a production environment.

“**RTM**” means the right to Manage a Network Element.

“**Secondary Server**” means a server in a production environment that is not in use unless the Primary Server is not operational.

“**Server License**” means the right to use the Software in a production environment.

“**Software**” means Cisco Prime Network Software.

“**3GPP**” means third generation partnership project.

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

Cisco may make the Software available as a part of “Prime Carrier Management” suites with varying features and functionality, as identified in the Entitlement and documentation.

- Production License. To Use the Software in a production environment, You must have each of the following:
 - A Server License for *each* copy of the Software loaded into the memory of a Primary Server and a Secondary Server; and
 - An RTM license for *each* physical Network Element that is Managed by the Software running on a Primary Server.
- These licenses are categorized by specific Network Element types.

- Standby Server License. You must have a standby server license to be entitled to a high availability or geographic redundancy between the Primary Server and the Secondary Server.
- Lab Server License. To Use the Software on a Lab Server, You must have a Lab Server license for each copy of the Software loaded into the memory of the Lab Server.
- Optional Northbound Interface Licenses.
 - The Software requires a license to connect to and/or interoperate with a third-party OSS while using standard northbound interfaces.
 - You cannot integrate the Software with an OSS using MTOSI or 3GPP interfaces except under a separately purchased license permitting one or both integrations.

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Cisco Prime Network Registrar with Software Innovation Access

SUPPLEMENTAL LICENSE TERMS FOR: Cisco Prime Network Registrar with Software Innovation Access Subscription (version 10.0 and above)

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metric	License Duration
Cisco Prime Network Registrar	Server, and Resource Record or IP Address Lease	Perpetual

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

- The Software Innovation Access Subscription program terms are attached hereto and incorporated into this SEULA.
- Subject to Your compliance with, and in accordance to, the Software Innovation Access Subscription terms, You may reassign the license entitlements between two devices owned or leased by You. Once a license entitlement is reassigned to a different device, the Software must be deactivated on the previous device.

Attachment to SEULA

Software Innovation Access for Cisco Prime Network Registrar (version 10.0 and above)

Purchase of a Cisco® Software Innovation Access Subscription for the Cisco Prime Network Registrar (version 10.0 and above) ("**SIA Subscription**") entitles You to receive Feature Releases and, if applicable, license portability rights, during the term of the SIA Subscription, as described below. Each initial term begins on the day the underlying Cisco Software is made available to You and lasts for the period of time identified in the relevant purchase order. Renewals will begin on the date identified in the purchase order or the day a reinstatement fee is paid, whichever applies. "**You**" means the legal entity that has purchased the SIA Subscription.

An SIA Subscription is only available for certain eligible Cisco-branded software product(s) ("**Cisco Software**"). Each Cisco Software license covered by an SIA Subscription must also be supported by a Cisco software support and maintenance contract. In addition, You must purchase SIA Subscription coverage across Your entire deployment of the applicable Cisco Software product.

Cisco Responsibilities

Feature Releases

For eligible Cisco Software covered by an SIA Subscription, Cisco will make available access to Feature Releases. Feature Releases are available for electronic download for Cisco Software releases that have been validly licensed and covered under the current SIA Subscription. Please note that You will not have access to download a Cisco Software release following the end-of-sale date of the release. An SIA Subscription does not provide for any custom feature development or feature acceleration.

"**Feature Releases**" means Major Releases and Minor Releases (as defined in the Glossary of Terms https://www.cisco.com/c/dam/en_us/about/doing_business/legal/service_descriptions/docs/terms.pdf) of the applicable Cisco Software, if and when available during the term of the SIA Subscription.

License Portability

If the applicable SEULA grants the right to reassign license entitlements for eligible Cisco Software, then such right is conditioned upon the purchase of this SIA Subscription.

Please note that license portability and Feature Releases do not provide upgrades from one type of license or license suite to another (for example, from a standard license to an enhanced or advanced license).

Customer Responsibilities

An SIA Subscription requires You to:

- Ensure that all eligible licenses across Your entire deployment of a given Cisco Software product are under both (i) active SIA Subscription coverage and (ii) active Cisco software support and maintenance coverage.
- Monitor and renew SIA Subscriptions prior to expiration to maintain coverage. Prior to the end of each term, You must renew the SIA Subscription for Your entire deployment of a given Cisco Software product to be entitled to receive the benefits of an SIA Subscription. If You wish to reinstate an SIA Subscription on any Cisco Software at any time after expiration, You are required to pay: (i) the amount that You would have paid for an SIA Subscription for the Cisco Software between the date of expiration and the date of reinstatement ("**Lapsed Period Fee**"); (ii) reserved; and (iii) the then-current SIA Subscription fee for the new SIA Subscription term.
- Download only the number of copies of licensed Cisco Software when upgrading such Software. An SIA Subscription does not entitle You to use more than the number of licenses purchased from Cisco or an authorized Cisco reseller.
- Provide information requested by Cisco to verify that You have a valid license to the Cisco Software. Cisco may suspend or terminate an SIA Subscription if You do not (i) have valid licenses to the Cisco Software or (ii) pay the requisite license, SIA Subscription, or support and maintenance fees.
- Cease using the previous release of a given Cisco Software product following Your installation of a new release provided in connection with an SIA Subscription. You are not permitted to re-use or transfer the previous release.

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Cisco Virtual Topography System

SUPPLEMENTAL LICENSE TERMS FOR: Cisco Virtual Topography System

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metric	License Duration
Cisco Virtual Topography System	Controller and Node	Perpetual, Subscription

DEFINITIONS:

“**Lab**” means a non-production testing or development environment.

“**Manage**” means to Use the Software to configure Nodes.

“**Node**” means, as applicable, a router or switch (both can be either physical or virtual).

“**Software Innovation Access Subscription**” means the Software Innovation Access Subscription program terms attached hereto and incorporated into this SEULA.

“**RTM**” means the right to Manage a Node.

“**VTF**” or “Virtual Topography Forwarder” means Cisco’s virtual switch or router.

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

- Production License. To use the Software in a non-Lab environment, You must have each of the following:
 - A Controller license for each copy the Software is loaded into the memory of a server, and
 - An RTM license for each Node that is Managed by the Software
- Each Managed physical Node requires an RTM license for its device type, as identified in the Entitlement. You will only Manage a Node by using the equivalent RTM device type, and if licensed by You,
- Each Managed virtual Node requires a VTF RTM license for each instance of a virtual Node.
- Lab Bundle License. To Use the Software in a Lab, You must have a Lab Controller license for each copy of the Software loaded into the memory of a server and an associated Lab RTM license for each Node Managed by the Software.
- SIA Subscription. If You have purchased a Software Innovation Access Subscription, the terms of the program apply to You.
- Portability. Subject to Your compliance with, and in accordance to, the Software Innovation Access Subscription terms, You may reassign the license entitlements between two devices owned or leased by You; provided that You may only reassign an RTM license to its equivalent device type (e.g., a data center interconnect (DCI) RTM license should be reassigned to another DCI router). Once a license entitlement is reassigned to a different device, the Software must be deactivated on the previous device.

Source:

Controlled Doc. # EDCS-16906271 Ver: 2.1 Last Modified: Fri Nov 6 2020 CISCO PUBLIC INFORMATION, Cisco Virtual Topography System v2.1.docx

Cisco WebEx Meeting Server

SUPPLEMENTAL LICENSE TERMS FOR: Cisco WebEx Meetings Server Software

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

1. Cisco WebEx Meetings Server (the "Software") is a software-based enterprise conferencing product that integrates audio, video and web conferencing in a single, on-premises solution.
2. License. The server component of the Software may be installed only on Cisco hardware that is: (a) operated by Customer, or (b) operated by Customer's Authorized User. Customer may copy and distribute the client component of the Software to Authorized Users solely and exclusively in connection with allowing them to attend meetings hosted by Customer using the Software.
3. User Licenses. "Employees" are the full and part-time employees or Authorized Users of Customer and its subsidiaries, and affiliates. Employees do not include Customer's parent company, unless Customer intends to assign a User account to an Employee of the parent company, which is an option, but requires that the parent company Employee is a User for purposes of usage calculation.

A "User" is a Customer Employee assigned an account by Customer to use the Software to host meetings. A User may host an unlimited number of meetings ("Meeting(s)") using the Software; provided that a User may only host one (1) Meeting at a time. Each Meeting must be hosted by a User and is limited to the maximum number of participants as determined by the capacity of the servers and the Software licensed by Customer.

4. Limited User Licenses. Customer understands and agrees that the Software will perform internal checks to compare the number of Users using the Software with the number of Users licensed by Customer, and if it repeatedly finds more Users than authorized, the Software may disable itself until such time as Customer purchases additional User licenses.
5. Content. Customer agrees that it is solely responsible for the content of all visual, written or audible communications, files, documents, videos, recordings and any other material ("Content") used, displayed, uploaded, exchanged or transmitted on or through the Software. Under no circumstances will Cisco be liable to Customer for any loss or damages: (i) arising from any Content, or Content related errors or omissions; or (ii) incurred as a result of the use of, access to, or denial of access to the Content.
6. Customer agrees that it will not use the Software to send unsolicited email outside Customer's company or organization (e.g., "spam") in violation of applicable law, falsify any email header information when sending emails (e.g., "spoofing"), or attempt to acquire sensitive information such as usernames, passwords and credit card details by masquerading as a trustworthy entity (e.g., "phishing"). Customer further agrees not to use the Software to communicate any message or material that is harassing, libelous, threatening, obscene, or that would violate the intellectual property rights of any party, give rise to civil liability, constitute a criminal offense, or is otherwise unlawful under any applicable law or regulation.
7. The Software may not be appropriate for use in all countries. Customer agrees that Customer will comply with all applicable laws and regulations in connection with Customer's use of the Software, including, but not limited to: (a) with respect to personally identifiable information sent or received by Customer, all applicable privacy laws and regulations, (b) laws relating to the recording of communications, including, when required, advising all participants in a recorded WebEx Meetings Server meeting or event that the meeting or event is being recorded, and (c) laws relating to the use of VoIP-based services, if applicable. It is the sole responsibility of Customer to ensure it has the right to use all features of the Software in Customer's jurisdiction. Cisco may modify or not make available the Software and/or certain Software features to comply with applicable laws and regulations. Customer certifies that Customer and any third parties Customer invites will not use the Software from within an embargoed country. Customer certifies that they are not on the U.S. Department of Commerce's Denied Persons List or affiliated lists, on the U.S. Department of Treasury's Specially Designated Nationals List or on any U.S. Government export exclusion

lists. The export obligations under this clause shall survive the expiration or termination of the Agreement.

8. The Software contains certain third-party database products ("Third Party Database Products") that impose additional restrictions on Customer's use. Customer shall not install or configure the Third-Party Database Products separately and independently from the Software. Customer shall not access the Third-Party Database Products directly or through other database tools, but rather only through the Software. Customer shall not navigate the underlying data schema of the Third-Party Database Products. Customer shall not access the Third- Party Database Products or establish the transfer of data without Cisco APIs. Customer shall not upgrade the Third-Party Database Products separately, but only as a component of Third-Party Database Products.
9. Oracle Java SE Terms and conditions. (i) Trademarks and Logos. This SEULA does not authorize an end user licensee to use any Oracle America, Inc. name, trademark, service mark, logo or icon. The end user licensee acknowledges that Oracle owns the Java trademark and all Java-related trademarks, logos and icons including the Coffee Cup and Duke ("Java Marks") and agrees to: (a) comply with the Java Trademark Guidelines at <http://www.oracle.com/us/legal/third-party-trademarks/index.html>; (b) not do anything harmful to or inconsistent with Oracle's rights in the Java Marks; and (c) assist Oracle in protecting those rights, including assigning to Oracle any rights acquired by Customer in any Java Mark. (ii) Third Party Code. Additional copyright notices and license terms applicable to portions of the Oracle Java SE software are set forth in the THIRDPARTYLICENSEREADME.txt file (iii) Commercial Features. Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features identified in Table 1-1 (Commercial Features in Java SE Production Editions) of the Oracle Java SE software documentation accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>. (iv) Limited Use. This SEULA does not authorize use of the Oracle Java SE software except with the Software. In addition, this SEULA does not authorize any reconfiguration of the Oracle Java SE software.
10. Portions of the Software utilize Microsoft Windows Media Technologies. Copyright (c) 1999-2006 Microsoft Corporation.

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HCS Contact Center

SUPPLEMENTAL LICENSE TERMS FOR: HCS for Contact Center

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metric	License Duration
HCS for Contact Center Agents	Concurrent Agents	Term

DEFINITIONS:

“Concurrent Agents” mean every agent or supervisor of an HCS for Contact Center Customer simultaneously and actively using the HCS for Contact Center solution at any point in time.

“HCS for Contact Center Resale Partner” means an entity: (i) with a current Cisco Systems Integrator Agreement, the Cisco Indirect Channel Partner Agreement, or other similar Cisco agreement that authorizes the resale of Cisco Products and Services (“Resale Agreement”); (ii) enrolled in Cisco’s SaaS resale program; and (iii) enrolled and in good standing throughout the duration of the license Term in Cisco’s Cloud and Managed Services Partner Program (“CMSP Program”) with a Cisco Powered HCS for Contact Center (HCS-CC) certification.

“HCS for Contact Center Customer” means the final purchaser that: (i) has acquired an HCS for Contact Center service from the HCS for Contact Center Resale Partner for its own internal business use and not for resale, remarketing, or distribution, and (ii) is identified as the purchaser in the purchase order issued to Cisco.

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

HCS for Contact Center:

- Only if End User is a HCS for Contact Center Resale Partner, in addition to the rights set forth in the EULA, End User may:
 - Use the Software to provide a Contact Center Service to its customers for a quantity of Concurrent Agents less than or equal to the quantity of Concurrent Agents purchased;
 - Install a sufficient number of copies of the Software in object code form on physical or virtual servers that are owned or controlled by the HCS for Contact Center Resale Partner; and
 - Permit a HCS for Contact Center Customer to use the Software as part of HCS for Contact Center Resale Partner’s Contact Center Service.
- This license shall terminate if:
 - End User no longer meets the definition of HCS for Contact Center Resale Partner;
 - The term has expired; or
 - The HCS for Contact Center Customer’s right to use HCS for Contact Center Resale Partner’s Service terminates or expires.
- Cisco reserves the right to reject or put on hold any order for the Software that is not in conformity with terms and conditions of this SEULA, the Resale Agreement, or the CMSP Program.

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Cisco Network Assurance Engine

SUPPLEMENTAL LICENSE TERMS FOR: Data Center Software –Cisco Network Assurance Engine (“Cisco NAE”)

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metric	License Duration
Cisco NAE Appliance License	Appliance	Term, Subscription
Cisco NAE Orchestration Cluster License	Appliance	Term, Subscription
Cisco NAE for Leafs	Node	Term, Subscription
Cisco NAE for Spines	Node	Term, Subscription
Cisco NAE APIs	Appliance	Term, Subscription

ADDITIONAL RIGHTS AND RESTRICTIONS:

General License Terms and Conditions

Your license to Cisco NAE APIs provides additional functionality that are licensed to you to use and make calls to the Cisco NAE Appliance for the sole purpose of developing and implementing software applications that work, communicate, or interact with Your licensed Cisco NAE product. You agree not to assert any of your intellectual property developed with use of and/or used with the Cisco NAE APIs against Cisco or any of its affiliates, customers, resellers, distributors, or other licensees of the Cisco NAE software or the Cisco NAE APIs for making, having made, using, selling, offering for sale, or importing: (i) any products or services implementing, interfacing with or operating in combination with the Cisco NAE APIs; or (ii) any applications developed using the Cisco NAE APIs. If you do not agree with the foregoing terms for Cisco NAE APIs, do not make use of such functionality.

Cisco Smart Licensing

Cisco Smart Licensing is mandatory for Cisco NAE Software. Prior to ordering Cisco NAE Software, you must open a Smart Licensing account. Each license to the Cisco NAE software is subject to and conditioned upon You maintaining Smart Licensing capabilities for the Cisco NAE software. You understand and agree that Smart Licensing is only a tool for monitoring certain information relating software licenses and use (as further described in the Smart Licensing Terms of Service (attached hereto) and that You remain fully responsible for ensuring Your compliance with the Smart Licensing Terms of Service, including, without limitation, purchasing from an Approved Source any applicable licenses to the Cisco NAE software.

Cisco NAE Suite Subscriptions

1. If you selected in the ordering tool to be billed periodically by Cisco, you agree to make the required payments at each interval for the entire term of the subscription, or up to and including the contractual end of term date, as applicable.
2. If you fail to make such payments:
 1. you will be in breach of your purchase agreement with Cisco and Cisco will have the right to exercise all rights and remedies available to it under that agreement and at law or in equity in accordance with the Contract Disputes Act;
 2. the outstanding balance of your subscription up to and including the contractual end of term date will become immediately due and payable, and Cisco may exercise its rights to recover any and all unpaid subscription amounts and other amounts due and owing under your subscription; and
 3. to the extent you are entitled to any kind of refund from Cisco, such refund will be applied to any outstanding amounts due under your subscription.

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Cisco Kinetic - Edge & Fog Processing Module

SUPPLEMENTAL LICENSE TERMS FOR: Cisco Kinetic - Edge & Fog Processing Module ("EFM")

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metric	License Duration
Cisco EFM	Node	Term
Cisco EFM	Device	Term

DEFINITIONS:

"Device" means an interface to a non-standard computing device such as a microcontroller that is managed by the Node running EFM software. A Device may have one or more sensors.

"Node" means a logical operating system (virtual machine instance), physical operating system, or container on a router, switch, rack server, blade server, or any other computing device on which one or more of the Software Components are run. Multiple Nodes may be run on a single compute device.

"Software Component" means Cisco ParStream Database, EFM Data Flow Editor, EFM System Administrator, EFM Data Flow Engine, EFM Message Broker, EFM Links, or EFM System Monitor or successor products. Cisco reserves the right to add, modify, or to cease offering of any or all of the Software Components consistent with Cisco's End-of-Life Policy at the following URL: <http://www.cisco.com/c/en/us/products/eos-eol-policy.html>

"Subscription Term" means the subscription term as reflected on the purchase order. The Subscription Term begins on the date specified in the purchase order or, if a renewal of an existing subscription purchased prior to its expiration, begins upon the expiration of the immediately preceding Subscription Term.

ADDITIONAL RIGHTS AND RESTRICTIONS:

- End User may install the Software on additional passive Nodes in an active/passive configuration deployment where one Node hosts the entire workload ("Active") and one or more Nodes remains idle as a standby ("Passive"). However, the quantity of Active Nodes at any point in time must be no greater than the quantity of Node licenses that the End User has included in End User's subscription. End User shall deactivate and uninstall all of the Software upon termination or expiration. The Software Components are licensed as a single Software product and are not licensed separately. Customer may choose which Software Components to Activate.
- With a Node license, End User may use up to eight (8) CPU-cores for each node. End User may add more than eight (8) CPU-cores if End Users adds additional Node Licenses to End User's subscription
- End User must purchase a Device license for each Device that the EFM software manages.

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Controlled Doc. # EDCS-12264563 Ver: 3.2 Last Modified: Fri Nov 6 2020 CISCO PUBLIC INFORMATION, Cisco Edge and Fog Fabric v3.2.docx

Cisco Kinetic for Cities – On Premises

SUPPLEMENTAL LICENSE TERMS FOR: IoT Cisco Kinetic for Cities – On Premises

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metric	License Duration
Cisco Kinetic for Cities – On Premises	Domain and Sensor	Subscription

DEFINITIONS:

“CKC End Customer” means the final purchaser that: (i) is using the service provided by the CKC-as-a-Service Reseller for its own internal business use and not for resale, remarketing, or distribution, and (ii) is identified as the customer in the purchase order that a CKC-as-a-Service Reseller issues to Cisco.

“CKC-as-a-Service Reseller” means a Cisco authorized reseller, distributor or systems integrator, or other company with a similar relationship with Cisco that is offering CKC-as-a-Service to its CKC End Customer(s) and does not distribute the Software to such CKC End Customer(s).

“CKC Service Offering” means to install the Software on servers owned or controlled by a CKC-as-a-Service Reseller and to offer the Software as part of CKC-as-a-Service Reseller’s service offering.

“On-Premises Deployment Document” means the document located at <https://salesconnect.cisco.com/open.html?c=09fff8c8-9f82-4a18-9b42-b79e173f853b> entitled “Cisco Kinetic for Cities Pre-requisites for On-Prem Deployment”. If you are not able to access this document, please contact your Cisco account manager or the Authorized Source from which you plan to purchase a CKC license.

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

1. Due to the complexity of the software packages included in Cisco Kinetic for Cities, Cisco must perform the initial install of the Software, as well as any updates and upgrades to the Software. Cisco follows the processes set forth in the On-Premises Deployment Document and will require Your assistance in completing the processes. As part of these processes, You must provide Cisco with full and unrestricted administrative/root/super access to Your environment via a virtual private network (“VPN”). For security purposes, Cisco strongly recommends that You revoke Cisco’s VPN access after installation is complete and before the software moves into the production environment. You are solely responsible for any issues or problems that arise from Your failure to revoke Cisco’s VPN access. Please review the On-Premises Deployment Document in its entirety.
2. Your Usage Rights in the Software are subject to your agreement to perform the actions set forth in the On- Premises Deployment Document.

ADDITIONAL RIGHTS AND RESTRICTIONS FOR CISCO RESELLERS:

If You are a CKC-as-a-Service Reseller, You must: (i) retain control over and secure the Software against unauthorized access and (ii) not distribute the Software. If you do the foregoing, then, in accordance with the rights set forth in the EULA, You may:

- Use the Software to provide a CKC Service Offering on a dedicated basis to a CKC End Customer for a quantity of Domains and Nodes less than or equal to the quantity of Domains and Nodes purchased for that CKC End Customer;

- Install enough copies of the Software in object code form on physical or virtual servers that are owned or controlled by You; and
- Permit a CKC End Customer to use the Software as part of Your CKC ServiceOffering. These additional license rights shall terminate if:
- You no longer meet the definition of CKC-as-a-Service Reseller;
- The EULA expires or terminates; or
- The CKC End Customer's right to use CKC-as-a-Service Reseller's CKC Service Offering terminates or expires.

Cisco reserves the right to reject or put on hold any order for the Software that is not in conformity with terms and conditions of the Agreement.

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4G LTE Software and associated 2g/3g Software with Software Innovation Access Subscription4G LTE

SUPPLEMENTAL LICENSE TERMS FOR: 4G LTE Software and associated 2g/3g Software with Software Innovation Access Subscription

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metric	License Duration
Gateway GPRS Support Node (GGSN)*	Session	Perpetual
Serving Gateway (SGW)*	Session	Perpetual
PDN Gateway (PGW)*	Session	Perpetual
Systems Architecture Evolution Gateway (SAEGW)*	Session	Perpetual
Control Plane/User Plane Separation (CUPS)*	Session	Perpetual
Cisco 5G Non-standalone (NSA) *	Session	Perpetual
Serving GPRS Support Node (SGSN)*	Session	Perpetual
Mobility Management Entity (MME)*	Session	Perpetual
Policy and Charging Rules Function (PCRF)*	Session	Perpetual
Cloud Native SGW control plane (cnSGWc)**	Session	Perpetual
Cloud Native PGW control plane (cnPGWc)**	Session	Perpetual
Cloud Native MME (cnMME)**	Session	Perpetual
Cloud Native PCRF (cnPCRF)**	Session	Perpetual
*Software Innovation Access Subscription only available under the Service Provider Network Agreement buying program.		
**Software may not be available yet. Cisco will notify You once such Cisco Software products become orderable.		

DEFINITIONS:

“**Session**” means a packet data protocol (PDP) connection in 2G/3G/4G representing a logical mobile connection between a terminal or user device and the edge of the operator’s network.

“**Software Innovation Access Subscription**” means the Software Innovation Access program description attached to and incorporated into this SEULA.

ADDITIONAL RIGHTS AND RESTRICTIONS:

You are required to purchase Software Innovation Access Subscription coverage for Your entire deployment of the Software.

Attachment to SEULA

Software Innovation Access for Cisco 4G LTE Software and Associated 2g/3g Software

Purchase of a Cisco® Software Innovation Access Subscription for the Cisco 4G LTE and associated 2g/3g Software Software (“**SIA Subscription**”) entitles You to receive Feature Releases and, if applicable, license portability rights, during the term of the SIA Subscription, as described below. Each initial term begins on the day the underlying Cisco Software is made available to You and lasts for the period identified in the relevant purchase order. Renewals will begin on the date identified in the purchase order. “**You**” means the legal entity that has purchased the SIA Subscription.

An SIA Subscription is only available for certain eligible Cisco-branded software product(s) (“**Cisco Software**”). Each Cisco Software license covered by an SIA Subscription must also be supported by a Cisco software support and maintenance contract. In addition, You must purchase SIA Subscription coverage across Your entire deployment of the applicable Cisco Software product.

Cisco Responsibilities

Feature Releases

For eligible Cisco Software covered by an SIA Subscription, Cisco will make available access to Feature Releases. Feature Releases are available for electronic download for Cisco Software releases that have been validly licensed and covered under the current SIA Subscription. Please note that You will not have the right to download or activate a Feature Release following the end-of-sale date of the release or following expiration or termination of an SIA Subscription. At the expiration of an SIA Subscription, You may continue to use solely the licensed Feature Release in use as of the expiration of the SIA Subscription in accordance with the EULA and any applicable SEULA. An SIA Subscription does not provide for any custom feature development or feature acceleration. Cisco reserves the right to end of life Cisco Software or related support consistent with Cisco’s standard End of Life Policy.

For non-Cloud Native 4G Software products:

“**Feature Releases**” means Major Releases and Minor Releases (as defined in the Glossary of Terms https://www.cisco.com/c/dam/en_us/about/doing_business/legal/service_descriptions/docs/terms.pdf) of the applicable Cisco Software, when available during the term of the SIA Subscription. Please note that new Major Releases and new Minor Releases of Cisco Software are identified by a .1 in the hundredths place of the release name (i.e., x.x.1) and such x.x.1 releases will be included in Feature Releases.

For Cloud Native Software products:

“**Feature Releases**” means Major Releases and Minor Releases of the applicable Cisco Software, if and when available during the term of the SIA Subscription.

“**Major Release**” means a release of Software that provides additional software functions. Cisco designates Major Releases as a change in the digits of the ‘RN’ Software version number [YYYY.(RN).MN].

“**Minor Release**” means an incremental Software release that provides maintenance fixes and may provide additional Software functions. Cisco designates Maintenance Releases as a change in the digits of the ‘MN’ Software version number [YYYY.RN.(MN)].

License Portability

If the applicable SEULA grants the right to reassign license entitlements for eligible Cisco Software, then such right is conditioned upon the purchase of this SIA Subscription.

Please note that license portability and Feature Releases do not provide upgrades from one type of license or license suite to another (for example, from a standard or essentials license to an enhanced or advanced license).

Customer Responsibilities

An SIA Subscription requires You to:

- Ensure that all eligible licenses across Your entire deployment of a given Cisco Software product are under both (i) active SIA Subscription coverage and (ii) active Cisco software support and maintenance coverage.
- Monitor and renew SIA Subscriptions prior to expiration to maintain coverage. Prior to the end of each term, You must renew the SIA Subscription for Your entire deployment of a given Cisco Software product to be entitled to receive the benefits of an SIA Subscription. If You wish to reinstate an SIA Subscription on any Cisco Software at any time after expiration, You are required to pay: (i) the amount that You would have paid for an SIA Subscription for the Cisco Software between the date of expiration and the date of reinstatement ("**Lapsed Period Fee**"); (ii) reserved; and (iii) the then-current SIA Subscription fee for the new SIA Subscription term.
- Download only the number of copies of licensed Cisco Software when upgrading such Software. An SIA Subscription does not entitle You to use more than the number of licenses purchased from Cisco or an authorized Cisco reseller.
- Provide information requested by Cisco to verify that You have a valid license to the Cisco Software. Cisco may suspend or terminate an SIA Subscription if You do not (i) have valid licenses to the Cisco Software or (ii) pay the requisite license, SIA Subscription, or support and maintenance fees.
- Cease using the previous release of a given Cisco Software product following Your installation of a new release provided in connection with an SIA Subscription. You are not permitted to re-use or transfer the previous release.

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Cisco Ultra Cloud Core Suite

SUPPLEMENTAL LICENSE TERMS FOR: Cisco Ultra Cloud Core Suite

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metric	License Duration
Subscriber Microservices Infrastructure (SMI)	Cluster	Perpetual
Session Management Function (SMF)	Session	Perpetual
User Plane Function (UPF)	Session	Perpetual
Policy Control Function (PCF)	Session	Perpetual
Access and Mobility Management Function (AMF)*	Session	Perpetual
Network Repository Function (NRF)*	Session	Perpetual
Network Slice Selection Function (NSSF)*	Session	Perpetual
3GPP Binding Support Function (BSF)*	Session	Perpetual
*Software may not be available yet. Cisco will notify You once such Cisco Software products become orderable.		

DEFINITIONS:

“**CNF**” or “**Containerized Network Function**” means the Cisco Software listed in Table1 above, excluding Cisco SMI.
“**Cluster**” means a collection of nodes (physical servers or virtual machines) that are managed by the same

Kubernetes master node. The number of nodes within a single Cluster is detailed in the Documentation.

“**Session**” means a protocol data unit (PDU) connection representing a logical mobile connection between a terminal or user device and the edge of the operator’s network.

“**Software Innovation Access Subscription**” means the Software Innovation Access program description attached to and incorporated into this SEULA.

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

- Cisco SMI is a Software platform used to run Cisco CNFs. You may license one Cisco CNF or all, but You must license the Cisco SMI Software platform in order to Use a CNF.
- You are required to purchase Software Innovation Access Subscription coverage for Your entire deployment of the Software.

Attachment to SEULA

Software Innovation Access for Cisco Ultra Cloud Core Suite

Purchase of a Cisco® Software Innovation Access Subscription for the Cisco Ultra Cloud Core Suite (“**SIA Subscription**”) entitles You to receive Feature Releases and, if applicable, license portability rights, during the term of the SIA Subscription, as described below. Each initial term begins on the day the underlying Cisco Software is made available to You and lasts for the period of time identified in the relevant purchase order. Renewals will begin on the date identified in the purchase order. “**You**” means the individual or legal entity that has purchased the SIA Subscription.

An SIA Subscription is only available for certain eligible Cisco-branded software product(s) (“Cisco Software”). Each Cisco Software license covered by an SIA Subscription must also be supported by a Cisco software support and

maintenance contract. In addition, You must purchase SIA Subscription coverage across Your entire deployment of the applicable Cisco Software product.

Cisco Responsibilities

Feature Releases

For eligible Cisco Software covered by an SIA Subscription, Cisco will make available access to Feature Releases. Feature Releases are available for electronic download for Cisco Software releases that have been validly licensed and covered under the current SIA Subscription. Please note that You will not have the right to download or activate a Feature Release following the end-of-sale date of the release or following expiration or termination of an SIA Subscription. At the expiration of an SIA Subscription, You may continue to use solely the licensed Feature Release in use as of the expiration of the SIA Subscription in accordance with the EULA and any applicable SEULA. An SIA Subscription does not provide for any custom feature development or feature acceleration. Cisco reserves the right to end of life Cisco Software or related support consistent with Cisco's standard End of Life Policy.

"Feature Releases" means Major Releases and Minor Releases of the applicable Cisco Software, if and when available during the term of the SIA Subscription.

"Major Release" means a release of Software that provides additional software functions. Cisco designates Major Releases as a change in the digits of the 'RN' Software version number [YYYY.(RN).MN].

"Minor Release" means an incremental Software release that provides maintenance fixes and may provide additional Software functions. Cisco designates Maintenance Releases as a change in the digits of the 'MN' Software version number [YYYY.RN.(MN)].

License Portability

If the applicable SEULA grants the right to reassign license entitlements for eligible Cisco Software, then such right is conditioned upon the purchase of this SIA Subscription.

Please note that license portability and Feature Releases do not provide upgrades from one type of license or license suite to another (for example, from a standard or essentials license to an enhanced or advanced license).

Customer Responsibilities

An SIA Subscription requires You to:

- Ensure that all eligible licenses across Your entire deployment of a given Cisco Software product are under both (i) active SIA Subscription coverage and (ii) active Cisco software support and maintenance coverage.
- Monitor and renew SIA Subscriptions prior to expiration to maintain coverage. Prior to the end of each term, You must renew the SIA Subscription for Your entire deployment of a given Cisco Software product to be entitled to receive the benefits of an SIA Subscription. If You wish to reinstate an SIA Subscription on any Cisco Software at any time after expiration, You are required to pay: (i) the amount that You would have paid for an SIA Subscription for the Cisco Software between the date of expiration and the date of reinstatement ("**Lapsed Period Fee**"); (ii) reserved; and (iii) the then-current SIA Subscription fee for the new SIA Subscription term.
- Download only the number of copies of licensed Cisco Software when upgrading such Software. An SIA Subscription does not entitle You to use more than the number of licenses purchased from Cisco or an authorized Cisco reseller.

- Provide information requested by Cisco to verify that You have a valid license to the Cisco Software. Cisco may suspend or terminate an SIA Subscription if You do not (i) have valid licenses to the Cisco Software or (ii) pay the requisite license, SIA Subscription, or support and maintenance fees.
- Cease using the previous release of a given Cisco Software product following Your installation of a new release provided in connection with an SIA Subscription. You are not permitted to re-use or transfer the previous release.

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Cisco Packet Tracer

SUPPLEMENTAL LICENSE TERMS FOR: Cisco Packet Tracer Software

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metric	License Duration
Cisco Packet Tracer	User	Perpetual

ADDITIONAL RIGHTS AND RESTRICTIONS:

1. Limited Use. Cisco Packet Tracer Software and related Documentation can only be used to create, display or run network simulations using files with suffixes “.pkt”, “.pkz” or “.pka” in connection with Cisco Networking Academy or for such other purpose(s) approved by Cisco in writing. You may not use the Cisco Packet Tracer Software and related Documentation for any other purpose, including, but not limited to, teaching a course unrelated to the Cisco Networking Academy, creating courseware, videos, books, or any other commercial or non-commercial use, unless previously approved in writing by Cisco
2. Warranty., THE CISCO PACKET TRACER SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY; INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOR ARE THERE ANY WARRANTIES CREATED BY A COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. CISCO DOES NOT WARRANT THAT THE SOFTWARE WILL MEET USER'S NEEDS OR WILL BE FREE FROM ERRORS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED.

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Cisco IOS XR Essentials Software Suite and Advanced Software Suite w/Software Innovation Access

SUPPLEMENTAL LICENSE TERMS FOR: Cisco IOS XR Essentials Software Suite and Advanced Software Suite

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metric	License Duration
Cisco IOS XR Essentials Software Suite Cisco IOS XR Advanced Software Suite	Hardware Port Capacity	Perpetual

DEFINITIONS:

“Activated” means that a port on the applicable Hardware is in the “no shut” state.

“Hardware” means a Cisco hardware product that is sold for Use with the Essentials Software Suite and the Advanced Software Suite.

“Hardware Port Capacity” means the maximum bandwidth capacity of the ports on the applicable Hardware. Hardware Port Capacity is expressed by Cisco in gigabits per second (Gbps or G). For example, if all of the ports are Activated on a Cisco NCS5501 - 40x10G and 4x100G Scale Chassis, the Hardware Port Capacity would be 800 Gbps ((40 x 10G) + (4 x 100G)).

“Port” or “Porting” means the reassignment of Cisco license entitlements between two Hardware devices owned or leased by You and acquired from an Approved Source. For purposes of this SEULA, “Port” or “Porting” includes the pooling or sharing of license entitlements among Hardware devices.

“Portability Tier” means equivalent Hardware devices designated from time to time by Cisco.

“Software Innovation Access Subscription” means Cisco’s software subscription program described in the Software Innovation Access program description. The current Software Innovation Access program description is attached to this SEULA.

“Software Maintenance” means an applicable Cisco software support and maintenance service for the covered Software.

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

To Use the Essentials Software Suite, You are required to have licenses to the Essentials Software Suite equal to the Hardware Port Capacity of all of the ports that are Activated on the applicable Hardware; provided, however, that You are required to purchase with the Hardware at least the minimum amount of licenses to the Essentials Software Suite for the applicable Hardware as set forth in the Documentation (even if fewer ports will be Activated).

To Use the Advanced Software Suite, You are required to have both (i) licenses to the Essentials Software Suite in accordance with Section 2.a above and (ii) licenses to the Advanced Software Suite equal to the Hardware Port Capacity of all Activated ports on the applicable Hardware that are enabled to Use the Advanced Software Suite.

For example, assume You are ordering the following configuration:

Cisco NCS5502 - 48x100G Scale Chassis with (i) 24 ports that will be Activated on the Hardware and (ii) 12 of those ports will be enabled to Use the Advanced Software Suite.

Accordingly, You would need to purchase from an Approved Source both (i) 24 x 100Gbps Hardware Port Capacity licenses to the Essentials Software Suite and (ii) 12 x 100Gbps Hardware Port Capacity licenses to the Advanced Software Suite. If You subsequently want to Activate additional ports on the Hardware, You would need to purchase

additional licenses to cover the additional Hardware Port Capacity. Your license to Use the Software Suite shall be limited to, and You shall not Use the Software Suite in excess of, the Hardware Port Capacity and other license metrics or limitations in the applicable Entitlement and Documentation.

The Essentials Software Suite and Advanced Software Suite are licensed solely for Use with a specific Hardware device. You do not have the right to Port the license entitlements to the Software, except as expressly permitted under Section 3 (Portability) below.

Please note You need to use Cisco Smart Licensing with the Software Suite. Each license to the Software Suite is subject to You enabling Smart Licensing for the Software Suite. Cisco Smart Licensing is described in the Smart Licensing terms attached hereto.

The software image that contains a Software Suite might contain additional programs, features and functionality that are not included within the scope of the license that You have purchased to the Software Suite (e.g., a software image might contain the Essentials Software Suite and Advanced Software Suite, even if You have purchased a license to the Essentials Software Suite only). Any such software is subject to separate license and payment. The programs, features and functionality that are within the scope of a license to the Essentials Software Suite and the Advanced Software Suite are identified in the applicable Documentation.

PORTABILITY:

Subject to Your compliance with the Agreement including, without limitation, Section 3.b of this SEULA, You may Port the license entitlements for the applicable Software Suite solely in accordance with the applicable Portability Tiers, provided that (i) You have purchased the Hardware from an Approved Source; (ii) You have purchased a Software Innovation Access Subscription, without interruption, across Your entire deployment of the applicable Software Suite; and (iii) You have purchased a Software Maintenance contract, without interruption, across Your entire deployment of the applicable Software Suite.

You agree that:

1. Failure to maintain a Software Innovation Access Subscription across Your entire deployment of the applicable Software Suite automatically terminates the rights granted in Section 3.a above. You can reinstate an expired Software Innovation Access Subscription in accordance with the terms of the Software Innovation Access Subscription. Once the Software Innovation Access Subscription is reinstated (and provided Section 3.b.ii is satisfied), then Your right to Port resumes.
2. Failure to maintain a Software Maintenance contract across Your entire deployment of the applicable Software Suite automatically terminates the rights granted in Section 3.a above. You can reinstate an expired Software Maintenance contract in accordance with Cisco's standard support reinstatement policy. Once the Software Maintenance contract is reinstated (and provided Section 3.b.i is satisfied), then Your right to Port resumes.
3. Individual components of a Software Suite are not portable individually.
4. Once a Software Suite license entitlement is Ported to a different Hardware device, the Software must be deactivated on the previous Hardware device.

Source:

Controlled Doc. # EDCS-12783068 Ver: 2.5 Last Modified: Fri Nov 6 2020 CISCO PUBLIC INFORMATION, IOS XR Essentials and Advanced Software Suite_SEULA_with SIA terms_v2.5.docx

Cisco Service Provider Routing Consumption Model Software Products

SUPPLEMENTAL LICENSE TERMS FOR: Cisco Service Provider Routing Consumption Model Software Products

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metric	License Duration
Advanced Software Feature	Feature and port capacity	Perpetual
Foundation Software	Transport protocol and port capacity	Perpetual

DEFINITIONS:

“Advanced Software Feature” means an optional software feature (as designated by Cisco) for SP Routing Consumption Model Hardware that provides additional functionality (for example, S-A9K-HQOS-RTU-10 (ASR 9000 H-QoS 10Gbps Right to Use License)).

“Annual Software Maintenance” means an annual Cisco Software Support Services (SWSS) contract for the applicable Software, as such support services program may be renamed, replaced or modified by Cisco.

“Foundation Software” means mandatory software (as designated by Cisco) for SP Routing Consumption Model Hardware that provides, on a per port basis, certain transport protocol support and port activation (for example, S-A9K-IPB-10G (ASR 9000 Basic 10Gbps IP/MPLS Foundation License)).

“Software” means the Foundation Software and the Advanced Software Features, individually and collectively, as applicable. For the avoidance of doubt, the Software does not include the base operating system software that is required for the SP Routing Consumption Model Hardware (for example, IOS-XR), which is licensed separately and not under this SEULA.

“SP Routing Consumption Model Hardware” means certain Cisco service provider routing consumption model hardware products designated by Cisco (for example, A9K-8X100GE-CM (ASR 9000 8-port 100GE Consumption Model Line Card)). Such hardware products enable a form of “consumption model” by supporting Smart Licensing and the right to use certain port capacity and additional features based on the purchase of licenses for Foundation Software and Advanced Software Features, as applicable.

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

1. Foundation Software and Advanced Software Features. In order to use a port and the associated transport protocol on an SP Routing Consumption Model Hardware product, You are required to purchase from an Approved Source the applicable licenses for the Foundation Software. In order to use an Advanced Software Feature on an SP Routing Consumption Model Hardware product, You are required to purchase from an Approved Source the applicable licenses for the Advanced Software Feature in addition to the foregoing licenses for the Foundation Software. Your use of the Software is subject to any other limitations indicated in the Entitlement (for example, per system, per port, per client, etc.).
2. Smart Licensing. Please note You need to use Cisco Smart Licensing with the Software. Each license to the Software is subject to You enabling Smart Licensing for the Software. Cisco Smart Licensing is described in the Smart Licensing terms attached hereto.
3. Software License Portability. Subject to and conditioned upon Your compliance with the Agreement including, without limitation, Section 4 (License Portability Limitations) below, Cisco grants to You the right, during the term of the license, to transfer the Software and the associated license entitlement from one SP Routing Consumption Model Hardware product to another of the same SP Routing Consumption Model Hardware product or its designated successor SP Routing Consumption Model Hardware product (if any) within the same product family, provided that (a) You have purchased and maintained an Annual

Software Maintenance contract, without interruption, on the Software and (b) the SP Routing Consumption Model Hardware products were purchased from an Approved Source and are owned by You.

4. License Portability Limitations. You understand and agree that:

- Failure to maintain an Annual Software Maintenance contract automatically terminates the rights granted in Section 3 (Software License Portability) above. You may reinstate an expired Annual Software Maintenance contract in accordance with Cisco's standard support reinstatement policy. Once the Annual Software Maintenance contract is reinstated, then the rights granted in Section 3 above resume.
- Each license for the Software product is a single license and therefore license entitlements for a single Software product may not be unbundled and divided among more than one device.
- Each license entitlement may only be used on, or for, a single device and therefore once a license entitlement is transferred to a different device, the Software must be deactivated on the original device.
- Not all features or functionality are supported across different products, including, without limitation, successor products.
- Although there is no fee associated with transferring a license entitlement for the Software from one SP Routing Consumption Model Hardware product to another of the same SP Routing Consumption Model Hardware product (for example, from one A9K-8X100GE-CM to another A9K-8X100GE-CM), there may be an upgrade fee required when transferring a license entitlement for the Software to a successor SP Routing Consumption Model Hardware product.
- For purposes of this SEULA and the rights granted herein, Cisco has the sole discretion to determine whether a subsequent product is a "successor" product.

Source:

Controlled Doc. # EDCS-12375638 Ver: 2.2 Last Modified: Fri Nov 6 2020

CISCO PUBLIC INFORMATION, sp-routing-consumption-model-software-products-seula.docx

Cisco AnyConnect, ASA and CESA

Note: Cisco security products are being renamed under our Cisco Secure brand. New product names will be updated in phases. You can find a map of our current and new names, and additional information regarding the Cisco Secure naming updates at <https://www.cisco.com/c/en/us/products/security/index.html>.

SUPPLEMENTAL LICENSE TERMS FOR: Cisco AnyConnect, Cisco Adaptive Security Appliance, and Cisco Endpoint Security Analytics Built on Splunk

Cisco AnyConnect:

- Cisco AnyConnect Secure Mobility Client v4.0 or above, all modules, all operating systems, with
 - Cisco AnyConnect Apex License, and/or
 - Cisco AnyConnect Plus License, and/or
 - Cisco AnyConnect VPN-only License
- Cisco AnyConnect Profile Editor
- Cisco AnyConnect Enterprise Application Selector
- Cisco AnyConnect Network Visibility Module

Cisco ASA:

- Cisco Adaptive Security Appliance IPsec IKEv2 Remote Access VPN functions
- Cisco Adaptive Security Appliance Clientless SSL VPN functions, including
 - Browser-based SSL VPN
 - Smart Tunnels
 - Port Forwarding
 - Additional SSL VPN delivered applets

Cisco Endpoint Security Analytics:

- Cisco Endpoint Security Analytics Built on Splunk
- Cisco AnyConnect Network Visibility Module App for Splunk
- Cisco NVM Technology Add-On for Splunk

DEFINITIONS:

“Administrator Guide” means the Cisco AnyConnect Secure Mobility Client Administrator Guide or the Administrator Guide for the applicable Cisco product or service.

“Cisco Network Device” means a Cisco Adaptive Security Appliance (ASA), Cisco head-end termination device or other Cisco product or solution including, but not limited to the Cisco Identity Services Engine, used in conjunction with the Software that is not associated with a specific end user.

“Endpoint” means a computer, smartphone or other mobile device used by an end user in conjunction with any of the Software.

“Network Access Manager Module” means a separate module in the Software with IEEE 802.1X authentication functionality to manage wired and wireless network connections.

“Network Visibility Module” or **“NVM”** means a separate module in the Software providing networking flow telemetry functionality to enable endpoint and user behavior analysis.

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS

1. Required Devices. Each Endpoint must use the Software to connect to a Cisco Network Device. Your use of Cisco Network Devices is subject to separate license entitlements and restrictions that are not covered by this Agreement. Each Cisco Network Device may need to be registered for use with your license. Notwithstanding the foregoing, a Network Access Manager Module and/or Network Visibility Module, as described in the Administrator Guide, may be used by You in conjunction with non-Cisco equipment.
2. Your Cisco AnyConnect and Cisco ASA licenses include access to certain Cisco SecureX features. Cisco SecureX is Cisco's integrated security platform that. For more information on SecureX, please see the SecureX Offer Description at <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html>.
3. The Cisco SecureX Privacy Data Sheet(s) (available [here](#) and [attached hereto](#)) describe the Personal Data that Cisco collects and processes as part of the delivery of SecureX. For further detail on how Cisco processes, uses and protects all categories of data, please visit [Cisco's Security and Trust Center](#).
4. Cisco Endpoint Security Analytics Built on Splunk. Cisco Endpoint Security Analytics Built on Splunk ("CESA") is sold by Cisco and is licensed and supported by Splunk under the Splunk Software License Agreement available at [Splunk Customer Agreement](#) (the "Splunk EULA") as updated by Splunk from time to time. You may be required to accept the Splunk EULA in connection with the delivery to you of CESA and/or related software license key(s). For more information on CESA, see <https://www.cisco.com/c/en/us/products/security/endpoint-security-analytics-built-on-splunk/index.html>.
5. NVM for Splunk. Except for CESA, the Software covered by this SEULA (including but not limited to NVM for Splunk), is governed by the Cisco EULA as supplemented by this SEULA. "NVM for Splunk" means the Cisco AnyConnect Network Visibility Module (NVM) App for Splunk and the Cisco NVM Technology Add-On for Splunk, both of which are available for download from [Splunkbase](#). NVM for Splunk is subject to the following license limitations and restrictions in addition to those set forth in the [Cisco EULA](#):
 - 5.1 Except as provided in Sections 5.2. and 5.3, NVM for Splunk is licensed to You solely for use with CESA under Your CESA license (including any trial, proof of concept/proof of value, or paid for license of CESA).
 - 5.2 You are authorized to use NVM for Splunk with Your Splunk license or subscription for a Splunk version other than CESA (e.g. a Splunk license purchased from Splunk or a Splunk reseller) provided that such use is limited solely to NVM data collected from no more than fifty (50) Endpoints in the aggregate.
 - 5.3 You are authorized to use NVM for Splunk for evaluation purposes on a one-time basis for up to ninety (90) days from the date of first download.

You are not authorized to use NVM for Splunk and should not download it from Splunkbase unless Your use of NVM is explicitly authorized under Sections 5.1, 5.2 and/or 5.3. If You use NVM for evaluation purposes under Section 5.3, You are required to cease use and delete NVM for Splunk from all computing devices on which it was installed upon completion of the ninety (90) day evaluation period, unless You have purchased a CESA license or are using it with up to fifty (50) Endpoints as permitted under Section 5.2 of this SEULA. For the avoidance of doubt, You are not authorized to use NVM for Splunk or any portion thereof independently of Your use of Cisco AnyConnect and CESA (or another Splunk offer as permitted under Section 5.2 of this SEULA).

Source:

Controlled Doc. # EDCS-12375654 Ver: 4.3 Last Modified: Friday November 06, 2020 CISCO PUBLIC INFORMATION, Anyconnect v4.3.docx

Cisco Security Management Platform

Note: Cisco security products are being renamed under our Cisco Secure brand. Cisco Security Management Platform will be renamed Cisco Secure Management for Service Providers. New product names will be updated in phases. You can find a map of our current and new names, and additional information regarding the Cisco Secure naming updates at <https://www.cisco.com/c/en/us/products/security/index.html>.

SUPPLEMENTAL LICENSE TERMS FOR: Cisco Security Management Platform

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metric	License Duration
Cisco Security Management Platform	See Section 1	Term

DEFINITIONS:

“Integrated Product(s)” means the Software and Cloud Services integrated with the Product and available for use with the Product as indicated on the then current Cisco Global Price List. For example, the Product is available for use with the ESA Inbound Essentials Software Bundle (Anti-Spam, Anti-Virus, Outbreak Filters), the ESA Premium Software Bundle (Anti-Spam, Anti-Virus, Outbreak Filters, Data Loss Prevention, Encryption), and the AMP for Content Security add-on to such bundles, and may be made available for use with other Integrated Products from time to time.

“Product” shall mean the Software product listed in Table 1.

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

(1) Separate License to Integrated Products. The Product is designed to be used as a modular software platform to one or more of the Integrated Products. You must hold a license or subscription to the Integrated Products in order to use the Product. The Product is licensed on the same license unit metric and for the same quantity of licenses as the applicable underlying Integrated Products. For example, if the Integrated Product is licensed based on the quantity of “users” authorized by You to access and use email services, then you must purchase the same quantity of “users” for the Product.

Source:

Controlled Doc. # EDCS-15886948 Ver: 2.2 Last Modified: Fri November 06, 2020 CISCO PUBLIC INFORMATION, Cisco Security Management Platform v2.2v.docx

Cisco Stealthwatch Enterprise

Note: Cisco security products are being renamed under our Cisco Secure brand. Stealthwatch Enterprise Software products will be renamed Cisco Secure Network Analytics. New product names will be updated in phases. You can find a map of our current and new names, and additional information regarding the Cisco Secure naming updates at <https://www.cisco.com/c/en/us/products/security/index.html>.

SUPPLEMENTAL LICENSE TERMS FOR: Stealthwatch Products referenced below

Table 1. SOFTWARE ENTITLEMENT:

This SEULA covers Software Entitlement related to any Software included within the Products listed below:

Products

All Stealthwatch branded Software products, including but not limited to the following and successor versions thereof:

- Stealthwatch Flow Rate License
- Stealthwatch Management Console
- Stealthwatch Management Console Virtual
- Stealthwatch Data Store
- Stealthwatch Flow Collector
- Stealthwatch Flow Collector Virtual
- Stealthwatch Flow Sensor
- Stealthwatch Flow Sensor Virtual
- Stealthwatch UDP Director
- Stealthwatch UDP Director Virtual
- Stealthwatch Endpoint Licenses
- Stealthwatch Threat Intelligence License

DEFINITIONS:

“Node” means a server (physical or virtual) that acts as a single computer system. **“Products”** means the Cisco security products listed in Table 1.

“Vertica Cluster” means a group of cooperating nodes for the Vertica database included with the Stealthwatch Data Store.

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

SecureX. Your Stealthwatch subscription includes access to Cisco SecureX, Cisco’s integrated security platform that aggregates threat intelligence (through SecureX threat response, also known as Cisco Threat Response), unifies visibility across various Cisco and third party security products, enables automated workflows, and more. For more information on SecureX, please see the SecureX Offer Description at <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html>.

Stealthwatch Data Store Clusters. A single identical data set on the Stealthwatch Data Store may be used with up to three Vertica Clusters in the aggregate.

PLR PID. If Your Order includes a Permanent License Reservation (“PLR”) Part Identification (“PID”), You are obligated to provide Cisco, on an annual basis (or more frequently upon request from Cisco), with a license certification letter certifying Your usage quantity has not exceeded the purchased quantity and other reasonably requested evidence of compliance, such as a screen shot of Your Smart Licensing table within Stealthwatch Central Manager. The letter should be submitted to stealthwatch-ops@cisco.com. This certification requirement supplements the audit provisions set forth in the EULA.

Data Protection. The Stealthwatch Enterprise Privacy Data Sheet(s) (available here and attached hereto) describe the Personal Data that Cisco collects and processes as part of the delivery of Stealthwatch. For further detail on how Cisco processes, uses and protects all categories of data, please visit [Cisco’s Security and Trust Center](#).

Source:

Controlled Doc. # EDCS-13521691 Ver: 3.1 Last Modified: Fri November 06, 2020 CISCO PUBLIC INFORMATION, Stealthwatch Enterprise SEULA.v3.1.docx

Cisco Tetration Analytics

Note: Cisco security products are being renamed under our Cisco Secure brand. Stealthwatch Enterprise Software products will be renamed Cisco Secure Network Analytics. New product names will be updated in phases. You can find a map of our current and new names, and additional information regarding the Cisco Secure naming updates at <https://www.cisco.com/c/en/us/products/security/index.html>.

SUPPLEMENTAL LICENSE TERMS FOR: Cisco Tetration*

Table 1. SOFTWARE ENTITLEMENT FOR CISCO TETRATION*:

Product Category	License Metric	License Duration
Cisco Tetration Workload Protection	Workload	Term, Subscription
Cisco Tetration Endpoint Visibility**	Endpoint	Term, Subscription
Cisco Tetration Base Visibility	Workload	Term, Subscription
Cisco Tetration-Virtual* (Software Subscription License PIDs)	Workload	Term, Subscription
Cisco Tetration Enforcement (add-on feature)	Workload	Term, Subscription

* CiscoTetration was formerly referred to as “Tetration Analytics.” Cisco Tetration-Virtual was formerly referred to as “Cisco Tetration Cloud.” See also definitions below.

** Cisco Tetration Endpoint Visibility is offered independent of Workload protection. See description below.

DEFINITIONS:

- “Endpoint” means a computer, smartphone or other mobile device running Cisco AnyConnect Secure Mobility Client 4.x (or above) Software *and* the Cisco AnyConnect Network Visibility Module or managed through Cisco’s Identity Services Engine (ISE).
- A “Workload” means a Server, Virtual Machine (or “VM”) or other server equivalent.

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

Cisco Tetration APIs and Tetration Apps

Tetration APIs and Tetration Apps are licensed to you to use and make calls to the Tetration APIs and Tetration Apps for the sole purpose of developing and implementing software applications that work, communicate, or interact with Your licensed Cisco Tetration products. You agree not to assert any of Your intellectual property developed with use of and/or used with the Tetration APIs or Tetration Apps against Cisco or any of its affiliates, customers, resellers, distributors, or other licensees of the Tetration APIs and Tetration Apps for making, having made, using, selling, offering for sale, or importing: (i) any products or services implementing, interfacing with or operating in combination with the Tetration APIs or Tetration Apps; or (ii) any applications developed using the Tetration APIs or Tetration Apps. If You do not agree with the foregoing terms for Tetration APIs and Tetration Apps, do not make use of such functionality.

Cisco Tetration Policy Enforcement

If You ordered the Tetration Policy Enforcement feature as an add-on feature, Your license to the Tetration Policy Enforcement feature covers up to the number of Workloads you have licensed for that feature. If You had

previously held a Tetration license and have not licensed the Tetration Policy Enforcement feature, or if no Workload quantity is specified for a Tetration Policy Enforcement feature license, Your license does not extend to that feature.

Cisco Tetration Endpoint Visibility

The Tetration Endpoint Visibility capability is licensed (on a per Endpoint basis as identified by Anyconnect and/or Cisco Identity Services Engine or “ISE”) separately from the Tetration Workload protection capability. Your license to the Tetration Endpoint Visibility feature provides an integration of telemetry from Endpoints running the Cisco AnyConnect Network Visibility Module, or managed through an ISE integration. Tetration Endpoint Visibility feature requires that you separately subscribe for the Cisco AnyConnect Network Visibility Module and/or Cisco ISE for each Endpoint providing telemetry to Tetration, in both cases with the appropriate license and software version running. The Cisco AnyConnect Network Visibility Module is subject to separate terms and conditions, attached hereto.

Cisco Tetration Multi-tenant Support

Cisco Tetration provides support for multiple subgroups on a single platform. Unless your PID description provides otherwise, your Cisco Tetration product is licensed for use with only a single customer.

Smart Licensing

Cisco Smart Licensing will become mandatory for use of Cisco Tetration in a future release. Once enabled, each license to Tetration will be subject to and conditioned upon You enabling and maintaining Smart Licensing for Tetration. Cisco Smart Licensing is described in the Smart Licensing terms attached hereto.

Cisco Tetration Subscriptions

(1) If you selected in the ordering tool to be billed periodically by Cisco, you unconditionally agree to make the required payments at each interval for the entire term of the subscription (in accordance with the payment terms between you and Cisco), regardless of any termination or force majeure provisions in your purchase agreement with Cisco.

(2) If you fail to make such payments:

- (a) you will be in breach of your purchase agreement with Cisco and Cisco will have the right to exercise all rights and remedies available to it under that agreement and at law or inequity in accordance with the Contract Disputes Act;
- (b) the outstanding balance of your subscription will become immediately due and payable up to and including the contractual end of term date, and Cisco may exercise its rights to recover any and all unpaid subscription amounts and other amounts due and owing under your subscription; and
- (c) to the extent you are entitled to any kind of refund from Cisco, such refund will be applied to any outstanding amounts due under your subscription.

Cisco SecureX

Your Tetration subscription includes access to Cisco SecureX, Cisco’s integrated security platform that unifies visibility across various Cisco and third party security products, enables automated workflows, and more. For more

information on SecureX, please see the SecureX Offer Description at <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html>. The Cisco SecureX Privacy Data Sheet(s) (available here) describe the Personal Data that Cisco collects and processes as part of the delivery of the Cloud Services.

Source:

Controlled Doc. # EDCS-12436113 Ver: 5.2 Last Modified: Fri November 06, 2020 CISCO PUBLIC INFORMATION, Cisco Tetration Analytics v5.2.docx

Cisco WAN Automation Engine (WAE) 7.1

SUPPLEMENTAL LICENSE TERMS FOR: Cisco WAN Automation Engine (WAE) (version 7.1 and above)

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metric	License Duration
Cisco WAN Automation Engine (WAE) version 7.1 and above	Server and Network Element (each required; see below)	Perpetual or Subscription

DEFINITIONS:

“**Active Server**” means a server used in a production environment.

“**Manage**” means to Use the Software to monitor or exchange information with certain Network Elements.

“**Network Element**” means, as applicable, a virtual or physical router, switch, server, or network function in Your network.

“**RTM**” means the right to Manage a Network Element.

“**Software**” means the Cisco WAN Automation Engine (WAE) software (version 7.1 and above).

“**Standby Server**” means a server that is not in use in a production environment unless the Active Server, which it backs up, fails.

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

WAE Software Production License. To Use the Software in a production environment, You must have *each* of the following:

- A valid **Active Server license** for each copy of the Software loaded into the memory of an Active Server; and
- A valid **RTM license** for each Network Element (whether physical or virtual) that is Managed by the Software running on an Active Server. RTM licenses for Managed Network Elements are categorized by specific device type, as identified in the Entitlement.
- A single Active Server license and its corresponding RTM licenses can only Manage a single network. If You wish to Manage additional networks, You must purchase separate Active Server licenses and corresponding RTM licenses.
- Cisco may make the Software available in suites with varying features and functionality, as identified in the Entitlement and Documentation. If You have an Active Server license for a particular Software suite, You must have the corresponding RTM licenses for that particular suite (for example, Active Server licenses for WAE Planning Premium and RTM licenses for WAE Planning Premium in the required type(s) and quantity/(ies).

WAE Software Standby Server License. To Use the Software on a Standby Server, You must have a valid **Standby Server license** for each copy of the Software loaded into the memory of the Standby Server. You are permitted to Use a single Standby Server solely to back up a single Active Server and must have valid licenses for each. You are not permitted to Use the Standby Server to Manage Network Elements unless the Active Server, which the Standby Server backs up, fails.

Disclaimer Regarding NIMOs. Network interface modules (also known as NIMOs) provide the connectivity between the Software and differing types of Network Elements. Network Elements and their associated

functionality are constantly evolving and therefore, NIMOs will not support all possible devices, capabilities, or use cases.

APIs. Cisco may be providing You with API software currently at no charge. However, nothing restricts Cisco's right, now or in the future, to monetize the API software. At which point You may be required to pay a license fee in order to Use the API software.

Source:

Controlled Doc. # EDCS-12375652 Ver: 3.3 Last Modified: Fri Nov 6 2020 CISCO PUBLIC INFORMATION, Cisco WAN Automation Engine (WAE) 7.1_3.3.docx

Cisco WAN Automation Engine (WAE) 7.1.2 with Software Innovation Access

SUPPLEMENTAL LICENSE TERMS FOR: Cisco WAN Automation Engine (WAE) (version 7.1.2 and above) with Software Innovation Access Subscription

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metric	License Duration
Cisco WAN Automation Engine (WAE) (version 7.1.2 and above)	Server and Network Element (each required; see below)	Perpetual

DEFINITIONS:

“Active Server” means a server used in a production environment.

“Lab Server” means a server used solely in a non-production testing or development environment.

“Manage” means to Use the Software to monitor or exchange information with certain Network Elements.

“Network Element” means, as applicable, a virtual or physical router, switch, server, or network function in Your network.

“RTM” means the right to Manage a Network Element.

“Software” means the Cisco WAN Automation Engine (WAE) software (version 7.1.2 and above).

“Software Innovation Access Subscription” means the Software Innovation Access program description attached to and incorporated into this SEULA.

“Standby Server” means a server that is not in use in a production environment unless the Active Server, which it backs up, fails.

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

WAE Software Production License. To Use the Software in a production environment, You must have *each* of the following:

- A valid **Active Server license** for each copy of the Software loaded into the memory of an Active Server; and
- A valid **RTM license** for each Network Element (whether physical or virtual) that is Managed by the Software running on an Active Server. RTM licenses for Managed Network Elements are categorized by specific device type, as identified in the Entitlement.
- A single Active Server license and its corresponding RTM licenses can only Manage a single network. If You wish to Manage additional networks, You must purchase separate Active Server licenses and corresponding RTM licenses.
- Cisco may make the Software available in suites with varying features and functionality, as identified in the Entitlement and Documentation. If You have an Active Server license for a particular Software suite, You must have the corresponding RTM licenses for that particular suite (for example, Active Server licenses for WAE Planning Premium and RTM licenses for WAE Planning Premium in the required type(s) and quantity/(ies).

WAE Software Standby Server License. To Use the Software on a Standby Server, You must have a valid **Standby Server license** for each copy of the Software loaded into the memory of the Standby Server. You are permitted to Use a single Standby Server solely to back up a single Active Server and must have valid licenses for each. You are not permitted to Use the Standby Server to Manage Network Elements unless the Active Server, which the Standby Server backs up, fails.

WAE Software Lab Server License. To Use the Software on a Lab Server, You must have a valid **Lab Server license** for each copy of the Software loaded into the memory of the Lab Server. You are permitted to Use the Lab Server solely in a non-production testing or development environment to Manage up to an aggregate total of one hundred (100) non-production physical Network Elements and VNFS; this cap is a single limit that applies to both physical Network Elements and VNFS, i.e., not a separate limit for each, unless otherwise stated by Cisco in writing. The term of a Lab Server license is limited to a term of three months, unless otherwise stated by Cisco in writing.

Portability. Subject to Your purchase of a Software Innovation Access Subscription and Your compliance with its terms and conditions, You may reassign the RTM licenses between the Network Elements owned or leased by You or between Your networks, provided that (i) You provide prior written notice to Cisco, and (ii) the number of Software licenses being reassigned does not exceed the number of licenses You have purchased. You may not reassign the server licenses between Your networks.

Disclaimer Regarding NIMOs. Network interface modules (also known as NIMOs) provide the connectivity between the Software and differing types of Network Elements. Network Elements and their associated functionality are constantly evolving and therefore, NIMOs will not support all possible devices, capabilities, or use cases.

APIs. Cisco may be providing You with API software currently at no charge. However, nothing restricts Cisco's right, now or in the future, to monetize the API software. At which point You may be required to pay a license fee in order to Use the API software.

Attachment to SEULA

Software Innovation Access for Cisco WAN Automation Engine (WAE) (version 7.1.2 and above)

Purchase of a Cisco® Software Innovation Access Subscription for the Cisco WAN Automation Engine (WAE) (version 7.1.2 and above) ("**SIA Subscription**") entitles You to receive Feature Releases and, if applicable, license portability rights, during the term of the SIA Subscription, as described below. Each initial term begins on the day the underlying Cisco Software is made available to You and lasts for the period identified in the relevant purchase order. Renewals will begin on the date identified in the purchase order or the day a reinstatement fee is paid, whichever applies. "**You**" means the individual or legal entity that has purchased the SIA Subscription.

An SIA Subscription is only available for certain eligible Cisco-branded software product(s) ("**Cisco Software**"). Each Cisco Software license covered by an SIA Subscription must also be supported by a Cisco software support and maintenance contract. In addition, You must purchase SIA Subscription coverage across Your entire deployment of the applicable Cisco Software product.

Cisco Responsibilities

Feature Releases

For eligible Cisco Software covered by an SIA Subscription, Cisco will make available access to Feature Releases. Feature Releases are available for electronic download for Cisco Software releases that have been validly licensed and covered under the current SIA Subscription. Please note that You will not have access to download a Cisco Software release following the end-of-sale date of the release. An SIA Subscription does not provide for any custom feature development or feature acceleration.

“Feature Releases” means Major Releases and Minor Releases (as defined in the Glossary of Terms https://www.cisco.com/c/dam/en_us/about/doing_business/legal/service_descriptions/docs/terms.pdf) of the applicable Cisco Software, if and when available during the term of the SIA Subscription.

License Portability

If the applicable SEULA grants the right to reassign license entitlements for eligible Cisco Software, then such right is conditioned upon the purchase of this SIA Subscription.

Please note that license portability and Feature Releases do not provide upgrades from one type of license or license suite to another (for example, from a standard license to an enhanced or advanced license).

Customer Responsibilities

An SIA Subscription requires You to:

- Ensure that all eligible licenses across Your entire deployment of a given Cisco Software product are under both (i) active SIA Subscription coverage and (ii) active Cisco software support and maintenance coverage.
- Monitor and renew SIA Subscriptions prior to expiration to maintain coverage. Prior to the end of each term, You must renew the SIA Subscription for Your entire deployment of a given Cisco Software product to be entitled to receive the benefits of an SIA Subscription. If You wish to reinstate an SIA Subscription on any Cisco Software at any time after expiration, You are required to pay: (i) the amount that You would have paid for an SIA Subscription for the Cisco Software between the date of expiration and the date of reinstatement (**“Lapsed Period Fee”**); (ii); and (iii) the then-current SIA Subscription fee for the new SIA Subscription term.
- Download only the number of copies of licensed Cisco Software when upgrading such Software. An SIA Subscription does not entitle You to use more than the number of licenses purchased from Cisco or an authorized Cisco reseller.
- Provide information requested by Cisco to verify that You have a valid license to the Cisco Software. Cisco may suspend or terminate an SIA Subscription if You do not (i) have valid licenses to the Cisco Software or (ii) pay the requisite license, SIA Subscription, or support and maintenance fees.
- Cease using the previous release of a given Cisco Software product following Your installation of a new release provided in connection with an SIA Subscription. You are not permitted to re-use or transfer the previous release.

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Cisco Webex Hardware as a Service

SUPPLEMENTAL LICENSE TERMS FOR: Cisco WAN Automation Engine (WAE) (version 7.1.2 and above) with Software Innovation Access Subscription

Table 1. SOFTWARE ENTITLEMENT:

Product	License Metric	License Duration
Eligible endpoints with Collaboration, Endpoint Software	Covered Hardware	Subscription
Eligible phones with MultiPlatform Phone firmware or CUCM-compatible firmware	Covered Hardware	Subscription

DEFINITIONS:

“Covered Hardware” means Cisco branded equipment or devices listed on the datasheet provided to you by Cisco or an Approved Source

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

Subscription Overview

The Subscription allows You to own and use Covered Hardware with Software functionality. The Subscription provides You with:

- Ownership of Covered Hardware model(s) with restricted rights over its functionality, as defined in this document.
- Additional functionality of Covered Hardware, provided You maintain an active Subscription.
- Hardware and Software support for the Covered Hardware, provided You maintain an active Subscription.

Transfer of Title and Restricted Functionality for Covered Hardware without a Subscription

Title to the Covered Hardware is transferred to You according to Cisco standard terms of sale for hardware. Covered Hardware may only be used *to place or receive calls or attend meetings (as applicable)* when a Subscription is active.

Support for Covered Hardware

During Your Subscription, support for Covered Hardware will be provided under Cisco Base Level Service: https://www.cisco.com/c/dam/en_us/about/doing_business/legal/service_descriptions/docs/cisco-base-level-service.pdf.

ADDITIONAL RIGHTS AND RESTRICTIONS:

Geographic Restrictions

The Subscription is currently available for purchase and deployment only in the United States.

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