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.

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 EssentialsSoftware 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 termsattached.

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.

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.

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.

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.

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.

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 Orchestratorattached 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.
- <u>Out of Scope Licenses.</u> 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

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_FINAL.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 Interface
    The 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. <u>Third Party Code.</u> 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. <u>Commercial Features.</u> 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.

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.

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.

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.

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).

<u>Customer Responsibilities</u>

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:
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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.

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 intime.

"**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.

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.

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 moresensors.

"**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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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.

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.

<u>Cisco Responsibilities</u>

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).

<u>Customer Responsibilities</u>

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.

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 maste rnode.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.

<u>Cisco Responsibilities</u>

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).

<u>Customer Responsibilities</u>

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.

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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Controlled Doc. # EDCS-19611795 Ver: 1.1 Last Modified: Fri Nov 6 2020 CISCO PUBLIC INFORMATION, Cisco Packet Tracer Software v1.1.docx

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 byCisco.

"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 termsattached 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 2020CISCO 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 termsattached 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. <u>License Portability Limitations.</u> 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.

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).

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) <u>Separate License to Integrated Products.</u> 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.

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:
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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 termsattached 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 knowns 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.

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Disclaimer Regarding NIMOs. Network interface modules (also knowns 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.

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Attachment to SEULA

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

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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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