



APPENDIX **C**

Cisco MPLS Diagnostics Expert Supplemental License Agreement

This appendix details the Cisco MPLS Diagnostics Expert (MDE) supplemental license agreement. This appendix details license agreement information, in particular for customers who purchase MDE through the subscription (annual rental) pricing option.

For customers who purchase through perpetual pricing options, the standard Cisco software license agreement applies. Refer to the Cisco Systems, Inc. End User License Agreement at: http://www.cisco.com/en/US/products/prod_warranties_item09186a008088e31f.html

For customers who purchase through the subscription pricing options, the details in this appendix, the Supplemental License Agreement below applies in addition to the standard Cisco software license.

This appendix contains the following sections:

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C.1 Important Read Carefully

This Supplemental License Agreement (SLA) contains additional limitations on the license to the Software provided to Customer under the End User License Agreement between Customer and Cisco. Capitalized terms used in this SLA and not otherwise defined herein shall have the meanings assigned to them in the End User License Agreement. To the extent that there is a conflict among any of these terms and conditions applicable to the Software, the terms and conditions in this SLA shall take precedence.

By installing, downloading, accessing or otherwise using the Software, Customer agrees to be bound by the terms of this SLA. If Customer does not agree to the terms of this SLA, Customer may not install, download, or otherwise use the Software.

C.2 Definitions

The following terms will have the meanings ascribed to them below.

Subscription Cycle means the one (1) year period of time for which Customer pays the required Subscription Fees in advance. The Subscription Cycle is set forth in the applicable Purchase Order. The effective date of the Subscription Cycle begins upon receipt of the applicable right to use license by Customer.

Subscription Fees means the license or subscription fees for Customer's use of the software described in the applicable Purchase Order. Subscription fees are paid by the customer up-front at the beginning of each Subscription Cycle.

C.3 Additional License Restrictions

Installation and Use

The Software components are provided to the customer solely to install, update, supplement, or replace existing functionality of the applicable Network Management Software product. MDE ships as one of the applications in the Cisco IP Solution Center (ISC) media kit. During Customer's Subscription Cycle and subject to the terms and condition of the End User License Agreement and this SLA, Customers may install and use the following Software components, as included in the Cisco IP Solution Center (ISC) MDE Media Kit:

- MPLS Diagnostics Expert. Note that this MDE license does not permit Customer to make use of any other Cisco ISC applications, unless Customer has purchased an appropriate license for those additional applications.

Number of Attachment Circuits

Cisco MDE Media Kit—For each Cisco MDE License granted, and only during Customer's Subscription Cycle, Customer may manage one corresponding attachment circuit (MPLS VPN PE/CE link) with MDE functionality. Customers whose requirements exceed the number of Attachment Circuits permitted under the Cisco MDE License must purchase the applicable Cisco MDE Right-to-Use licenses. Customer shall have no right and Customer specifically agrees not to use the Cisco MDE licenses to manage Attachment Circuits in excess of the number of Attachment Circuits permitted for that license as set forth in the applicable license certificate attached to the End User License Agreement or this SLA.

Contact your Cisco Account Manager for further details on features and characteristics of Attachment Circuits.

Reproduction and Distribution

Customers may not reproduce nor distribute the software.

C.4 Subscription Cycle and Fees

Fees

Cisco may amend the pricing of Subscription Fees from time to time upon forty-five (45) days prior written notice, *provided, however*, that (a) any amended pricing will not take effect until the beginning of the next Subscription Cycle; and (b) if Cisco increases the Subscription Fees by more than ten percent

(10%) in any single notice, Customer will have the right to terminate the Agreement and the licenses at the end of the current Subscription Cycle by giving written notice to Cisco no later than ten (10) days prior to the end of the current Subscription Cycle.

Payment Terms

Customer will pay to Cisco the Subscription Fees in advance, and will make (a) the first Subscription Fee payment as specified in the Purchase Order; and (b) subsequent Subscription Fee payments at the beginning of each subsequent Subscription Cycle. All Subscription Fees are nonrefundable.

Effect of Termination

Upon termination or expiration of this SLA, (a) all licenses granted hereunder will immediately expire; and (b) Customer will promptly cease all use of the Software and destroy all copies of all or any part of the Software in its possession. Any payment obligations incurred prior to termination or expiration of this SLA will survive such termination or expiration.

C.5 Feedback

The parties agree and acknowledge that user feedback is important to the continued evolution of Cisco's product offerings. From time to time, Cisco may request, and Customer will provide, reasonable assistance in disseminating user surveys to users and collecting responses to such surveys for Cisco's future use in developing and improving its product offerings. Customer hereby grants Cisco under all applicable intellectual property rights owned or controlled Customer a non-exclusive, non-transferable, worldwide, perpetual, irrevocable, royalty-free license to use, disclose, copy, publish, license, modify, sublicense or otherwise distribute and exploit feedback provided by Customer to Cisco.

C.6 Description of Other Rights and Limitations

Refer to the Cisco Systems, Inc. End User License Agreement at:

http://www.cisco.com/en/US/products/prod_warranties_item09186a008088e31f.html

■ C.6 Description of Other Rights and Limitations