



Cisco Enterprise Agreement 3.0 Buying Program Offer Description

This Cisco Enterprise Agreement 3.0 Buying Program Offer Description (“**Buying Program Offer Description**”) is part of the Cisco Enterprise Agreement 3.0 Program Terms – End Users (the “**EA Program Terms**”). It augments the EA Program Terms with terms applicable to the specific Suites and Add-Ons mentioned below. If your purchased Suite is not mentioned below, the standard EA Program Terms apply. Capitalized terms, unless defined in this Buying Program Offer Description, have the meaning in the EA Program Terms.

For comprehensive Portfolio specific information, requirements, and eligibility, including related to Value Shift, Migration, and Commit and Overage, see the [Portfolio Features](#).

1. Services Portfolio

- 1.1 **EAMS.** Services Portfolio provides You with access to Enterprise Agreement Management Support, which includes onboarding and touchpoints to help You efficiently manage Your installed base and growth via True Forward.
- 1.2 **Services Coverage Requirements.** When You purchase Services from the Services Portfolio, You must cover throughout Your EA Term all of (i) Your Cisco Hardware and (ii) Software and Cloud Services purchased through Your Enterprise Agreement. During the EA Term, if You increase Consumption of or purchase new (i) Hardware, or (ii) Software or Cloud Services in Your Enterprise Agreement (in each case, whether it was available when You purchased Your EA or became available later) then the applicable Entitlement will be added to the associated Services Suite, and You will pay for those Services.
- 1.3 **Adding Services to a Software EA.** When You purchase a Software or Cloud Services Suite or Add-On from any Portfolio (“Underlying Suite”) You may choose to add the associated Services Suite through Your Approved Source. If You purchase from the Services Portfolio, all existing and subsequent Software or Cloud Services Suites purchased (or included in Your Entitlement) will be enrolled in the Services Portfolio at the same commitment levels (Full Commit or Partial Commit) as Your Underlying Suite(s). If You choose to upgrade Services, any new Services will be added at the upgraded tier. If an Underlying Suite changes from Partial Commit to Full Commit, the associated Services Suite will also change to align to the updated commitment level of the Underlying Suite. Service upgrades will require a new installed base assessment.
- 1.4 **Purchasing Services Without a Software EA.** You may purchase a Suite or Add-On from the Services Portfolio without purchasing a Software or Cloud Services Suite or Add-On from another Portfolio. For such Services-only Suites, You may not purchase any Suite or Add-On as Partial Commit. In addition to the coverage requirements in Section 1.2, (i) You must purchase Services in Your Services-only EA for all of Your Software and Cloud Services purchased outside of the EA Program, and (ii) if You increase Consumption of or purchase new Software or Cloud Services outside of the EA Program, then the applicable Entitlement will be added to the associated Services Suite, and You will pay for those Services. If You later add the associated Software or Cloud Services Suite to Your Enterprise Agreement, the terms in Section 1.3 above will apply.
- 1.5 **Determination of Services Entitlement.** Prior to the Service start date for Your initial purchase from the Services Portfolio, Cisco will perform an installed base assessment. This assessment will establish the baseline Service coverage for all (i) Hardware based on address location and assigned service levels, (ii) Software and Cloud Services purchased through the EA Program, and (iii) if applicable, Software and Cloud Services purchased outside of the EA Program, excluding, in the cases of (i)-(iii) any compliance flagged serial numbers (collectively, “**Initial Services Entitlement**”). Any subsequent changes to Your installed base requiring changes to this Initial Services Entitlement (including adding any serial numbers that were added after compliance flag removal) will be tracked, managed, and captured through True Forward.
- 1.6 **Reconciliation Period.** Hardware removed from the final quote for which You do not want coverage must be decommissioned within the first six months from the Services start date. After this reconciliation period, all assets removed from the final quote but not subsequently decommissioned will be included as increased Consumption at the earliest of (i) the next Services True Forward (either annual True Forward or Exceptional Growth True Forward) or (ii) the next Software/Cloud Services True Forward.
- 1.7 **True Forward for Services.** All additional Consumption charges for Services are based on a fixed discount and do not receive Not-to-Exceed pricing. List price for Hardware Services is fixed based on the country of the Hardware location, so moving existing Hardware will change the applicable list price for its Hardware Services,

which may result in a True Forward. If You have an Underlying Suite, Your Services Suites True Forward calculations will be done separately from those in Your Underlying Suite, but the True Forward date for Your Services Suites and Your Underlying Suite(s) will be the same. The purchase of a Services Suite does not modify any obligations in Your Underlying Suite(s).

1.8 Value Shift for Services

- (A) During the Suite Term, Your payment obligation will not decrease below the commitment established by the Initial Services Entitlement. However, if You incur a True Forward payment obligation in the Services Portfolio, it may be offset by any applicable Value Shift, subject to the conditions below.
- (B) Your True Forward payment obligation associated with Services on Hardware may be reduced through Value Shift if either of the following occurs: (i) decommissioning Hardware in connection with a Technology Refresh; or (ii) Hardware moves to a location where Cisco does not offer applicable Hardware replacement and Services Suite. “**Technology Refresh**” means that You are replacing decommissioned Hardware with other Hardware on a one-for-one, like-for-like (or better), or capacity-for-capacity basis, with no gap in Service coverage, provided that You may not decommission any Hardware under Technology Refresh that shipped after the last True Forward event.
- (C) Any not Consumed eligible Services Suite value may only be shifted from Hardware Services to Hardware Services and Software Services to Software Services and may not be shifted from Hardware Services to Software Services or vice versa.
- (D) Any True Forward reduction applied will be reflected in the True Forward invoice from the Approved Source. Any not Consumed eligible Services Suite value not shifted at such True Forward is not eligible to be shifted later.

1.9 **Cisco Professional Services.** The terms in this Section 1.9 apply to Cisco Professional Services; Sections 1.2-1.8 (described above) do not apply. Cisco Professional Services may supplement all Software and Cloud Services Suites in Your Enterprise Agreement. You must purchase at least one Full Commit Software or Cloud Services Suite before You may purchase Cisco Professional Services. True Forward applies to Combined Services (for both Cisco Professional Services and Cisco Support), but not to Cisco Professional Services purchased separately. Therefore, for Cisco Professional Services purchased without Combined Services, You must change Your subscription to increase Your Consumption of Cisco Professional Services.

2. Provider Connectivity Portfolio

Service Provider Routing Suites

- 2.1 The Service Provider Routing Offer and Suites under the EA Program Terms provide You access to perpetual SP Routing Software, to be complemented with associated Services and Software Innovation Access (SIA).
- (A) Services: You are required to purchase and maintain Services under the EA Program Terms for all SP Routing Software throughout the EA Term.
 - (B) Software Innovation Access (SIA): You must purchase and maintain an SIA Subscription under the EA Program Terms for all SP Routing Software during the EA Term.
- 2.2 Upon termination of the Suite Term:
- (A) Your Approved Source will invoice you for any Consumption of SP Routing perpetual licenses, Services and SIA that exceeds your Entitlement in that final year.
 - (B) Following the expiration of the Suite Term, you may continue to use any SP Routing Software in the licensed release, limited to the Entitlement, applicable meter, features, and functionalities that were activated and in Consumption at the end of the Suite Term. However, You will no longer have the right to: (i) Consume any term-based SP Routing licenses; (ii) receive relevant Services or SIA; or (iii) Consume additional SP Routing Software or different features and/or functionalities of the SP Routing Software under the EA Program Terms. Both SIA and Services will automatically terminate at the end of the Suite Term.

3. Portfolio Specific Terms

- 3.1 **Payment Obligations and Increased Consumption - Initial Growth Cap and Growth Allowance.** Certain Full Commit Suites in the Collaboration, Security and Services Portfolios include Growth Allowance and are subject to Initial Growth Cap. For these Full Commit Suites:
- (A) If Your Consumption of a Suite or Add-On at any time during the first six months of the Suite Term exceeds 105% of Your initial Entitlement (“**Initial Growth Cap**”), then Cisco has the right to initiate a True Forward at the next quarterly anniversary of the Initial EA Order.
 - (B) Following the first six months of the Suite Term, You may Consume up to 115% of Your initial Entitlement of a Purchased Suite without incurring any additional fees (“**Growth Allowance**”). If Your Use is greater than the Growth Allowance, Cisco will charge Your Approved Source only for the Use above the Growth Allowance threshold at the time of Your next True Forward. Growth Allowance will automatically be applied

to eligible Suites at True Forward. For Services, Growth Allowance only applies to associated Software Services (excluding Add-Ons) within the Security and Collaboration Portfolios. No Services on Hardware are eligible for Growth Allowance.

3.2 **Promotional Offers.** Cisco may from time to time offer promotions applicable to certain Suite(s) in the EA Program, which may be reflected in the Portfolio Features or other promotions collateral. If You elect to participate in a promotional offer, You agree to be bound by any eligibility criteria, limitations and restrictions associated with the applicable promotion.

3.3 **Third Party Offers.** Certain Suite(s) in the EA Program are third party offers and subject to third party terms rather than the End User Terms, as shown in the below table.

Portfolio	Suite	Use Terms
Security	Cisco Secure DDOS Protection	Radware Cloud Services Agreement
Security	Cisco Secure Web Application Firewall	Radware Cloud Services Agreement