



Supplemental End User License Agreement

IMPORTANT: READ CAREFULLY

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 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 downloading, installing, or using the Software you agree to comply with the terms of this SEULA.

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

Table 1. SOFTWARE ENTITLEMENT:

<u>Product</u>	<u>License Metric</u>	<u>License Duration</u>
Cisco EFM	Node	Term
Cisco EFM	Device	Term

DEFINITIONS:

- “**Device**” means an interface to a non-standard computing device such as a microcontroller that is managed by the Node running EFM software. A Device may have one or more sensors.
- “**Node**” means a logical operating system (virtual machine instance), physical operating system, or container on a router, switch, rack server, blade server, or any other computing device on which one or more of the Software Components are run. Multiple Nodes may be run on a single compute device.
- “**Software Component**” means Cisco ParStream Database, EFM Data Flow Editor, EFM System Administrator, EFM Data Flow Engine, EFM Message Broker, EFM Links, or EFM System Monitor or successor products. Cisco reserves the right to add, modify, or to cease offering of any or all of the Software Components consistent with Cisco’s End-of-Life Policy at the following URL: <http://www.cisco.com/c/en/us/products/eos-eol-policy.html>
- “**Subscription Term**” means the subscription term as reflected on the purchase order. The Subscription Term begins on the date specified in the purchase order or, if a renewal of an existing subscription purchased prior to its expiration, begins upon the expiration of the immediately preceding Subscription Term.

ADDITIONAL RIGHTS AND RESTRICTIONS:

- During the Subscription Term, End User's license to use the Software shall be limited to, and End user shall not use the Software in excess of, the quantity of Node and Device licenses that are included in the End User's subscription. 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.
- 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.
- If End User uses third-party components as a substitute for one or more of the Software Components, End User accepts all responsibility for its use of such third-party components. Cisco has no obligation to provide support for Customer's use of third-party components and does not provide any indemnities or warranties, express, implied, or statutory with respect to the operation and use of the Software with third-party components. Customer shall be responsible for any and all additional costs incurred by Customer arising from its use of third-party components with the Software.
- All licenses purchased as part of End User's subscription shall terminate when the Subscription Term expires or as otherwise permitted in the EULA. End User shall deactivate and uninstall all of the Software upon termination or expiration.