



Supplemental End User License Agreement

IMPORTANT: READ CAREFULLY

Dear Customer,

This Supplemental End User License Agreement (“SEULA”) contains additional terms and conditions for Cisco IOx and Cisco Fog Director Software (collectively, “Software Products”) licensed under the Cisco End User License Agreement (“EULA”) between Customer and Cisco (collectively, the “Agreement”). Capitalized terms shall have the same meanings as in the EULA. In the event of a conflict between the EULA and this SEULA, this SEULA governs.

In addition to the EULA, the following terms apply to the Software Products:

1. Cartridges. Cisco has packaged the following third party software as cartridges for use with the Software Products (the “Cartridges”):
 - Python 2.7
 - OpenJDK 1.7/1.8
 - Yocto 1.7

Customer understands and agrees that under no circumstances will Cisco have any liability to Customer or any third party for any damages whatsoever arising from Customer’s use of any Cartridges. Cisco shall not be liable for any failure to achieve any service level regarding the Software Products or any related services provided by Cisco. Customer hereby indemnifies and holds Cisco harmless from any claim, loss, damage, liability and expense, including reasonable court costs and attorney’s fees, arising out of or resulting from any claim related to Customer’s use of any Cartridges.
2. Open Source Software. The Software Products include certain third party and/or free/open source software (“Open Source Software”). More information about such Open Source Software, including the license terms for such Open Source Software can be found on the Open Source Documentation page on : <http://www.cisco.com/go/legal>. Cisco shall have no liability or responsibility for the operation or performance of the Open Source Software and shall not be liable for any damages, costs, or expenses, direct or indirect, arising out of the performance or failure to perform of the Open Source Software.
3. About the Subscription. Cisco or an Approved Source shall provide a quote to Customer for the Software Product subscription that sets forth the subscription and applicable Software Product details to be provided by Cisco or the Approved Source (“Quote”). If the Quote is approved by both parties, then Customer shall send Cisco or the Approved Source a Purchase Order that references such Quote and acknowledges and agrees to the terms and conditions contained therein. Cisco or the Approved Source shall then provide the applicable license key and/or instructions to download and enable the Software Products as set forth on the Purchase Order for such Software Products for which Cisco or the Approved Source has been paid the applicable fees.
4. Cisco’s Responsibilities: Cisco will make the Software Products available for download by Customer with a valid subscription for such Software Products, subject to the terms and conditions of this Agreement.
5. Customer’s Responsibilities: Customer will:
 - 5.1 Install the Software Products on a supported platform and comply with all associated dependencies;
 - 5.2 Install all Upgrades to the Software Products as necessary;
 - 5.3 Be solely responsible for any applications that Customer develops and/or runs on the Software Products;

- and
- 5.4 Keep the applicable subscription active and valid during the term of Customer's use of the Software Products. After the applicable subscription ends, Customer must stop all use of the Software Products.
- 6 Beta Software Products. Cisco may offer Customer the opportunity to use and evaluate Beta Software Products to get Customer's Feedback. "Beta Software Products" means a "beta" or pilot version of part or all of the Software Products which is not a final release and which may exhibit errors or other inconsistencies. "Feedback" means all spoken or written communications Customer provides to Cisco regarding the Software Products. Beta Software Products may contain bugs, errors and other problems and Customer accepts the Beta Software Products "AS-IS." Cisco gives Customer no warranty of any kind and is not responsible for any sort of problems or issues related to Customer's use of Beta Software Products. Customer may be required to provide Feedback to use Beta Software Products. Cisco makes no representations, promises or guarantees that the Beta Software Products will ever be generally released. Cisco may suspend or terminate access to the Beta Software Product without any liability to Customer.
- 7 Evaluation/Trial. If Cisco gives Customer access to the Software Products for evaluation purposes, Customer can only use the Software Products in a non-production environment and for the period Cisco notifies Customer of in writing. If there is no evaluation period identified, then the Software Products will be useable for 30 days from when Customer first uses the Software Products. Regardless of any other terms in this Agreement, the Software Products provided for evaluation purposes are provided "AS-IS" without any express or implied support or warranty of any kind. If Customer violates this Section, Cisco may charge Customer fees for its use.
- 8 Term and Termination.
- 8.1 Term and Termination of Software Product Subscriptions. The "Initial Term" of a Software Product subscription starts on the date the applicable Software Products are available for use by Customer and lasts for the time period stated in the Purchase Order. After the Initial Term, there may be an automatic "Renewal Term" as set forth in the Purchase Order unless Customer notifies Cisco in writing that it does not want to renew the Software Product subscription at least 30 days before the end of the Initial or then current Renewal Term, or unless prohibited by applicable law. If the fees will change for the Renewal Term, Cisco will notify Customer reasonably in advance of the Renewal, and in time for Customer to accept or reject renewing the Software Product subscription. If Customer agrees with the fee changes, Customer may do nothing and the new fees will apply for the upcoming Renewal Term. Either party may terminate a Purchase Order by providing the other party written notice of termination at least 30 days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term in effect and Customer will pay for the Software Product subscription until the end of current Initial or Renewal Term, regardless of when Customer provided notice.
- 8.2 Term and Termination of Agreement. This Agreement starts on the date Customer submits its first Purchase Order. Either party may terminate this Agreement upon 30 days prior written notice to the other party, with or without cause, effective when all of Customer's Software Product subscriptions expire or are terminated. Each party may terminate this Agreement and any impacted Purchase Orders by giving written notice to the other party if the other party materially breaches this Agreement and does not cure that breach within 30 days after receiving written notice of the breach. Upon any termination of this Agreement, Customer must cease any further use of the Software Products and destroy any copies of Software Products within its control.
- 9 Support. Unless otherwise set forth in this Agreement, support for the Software Products will be as set forth in the following Service Description: http://www.cisco.com/c/dam/en_us/about/doing_business/docs/cisco-software-support-service.pdf. Notwithstanding anything in such Service Description to the contrary, as long as Customer maintains a valid subscription for the applicable Software Products, Cisco shall provide support to Customer for such Software Products as set forth in such Service Description. Upon any expiration or termination of the applicable subscription, all support for such Software Products will immediately terminate.