



# 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: Content Security

**Table 1.** SOFTWARE ENTITLEMENT:

<u>Product</u>	<u>License Metric</u>	<u>License Duration</u>
Any Email Security Appliance Software listed below:	User	Term

- ESA Advanced Malware Protection
- ESA PXE Encryption
- Cisco ESA Graymail Safe-Unsubscribe
- ESA Anti-Spam
- ESA Cloudmark Anti-Spam
- ESA Data Loss Prevention
- ESA Inbound Essentials Software Bundle (Anti-Spam, Anti-Virus, Outbreak Filters)
- ESA Outbound Software Bundle (Data Loss Prevention, Encryption)
- ESA Premium Software Bundle (Anti-Spam, Anti-Virus, Outbreak Filters, Data Loss Prevention, Encryption)
- ESA Inbound Essentials Plus Software Bundle (Anti-Spam, Anti-Virus, Outbreak Filters, Advanced Malware Protection, Threat Grid, Forged Email Detection)
- ESA Premium Plus Software Bundle (Anti-Spam, Anti-Virus, Outbreak Filters, Data Loss Prevention, Encryption, Advanced Malware Protection, Threat Grid, Forged Email Detection)
- ESA Image Analyzer
- ESA Intelligent Multi-Scan
- ESA McAfee Anti-Virus
- ESA Outbreak Filters
- ESA Sophos Anti-Virus
- SMA Centralized Email Management Reporting License
- ZixGateway with Cisco Technolog

<u>Product</u>	<u>License Metric</u>	<u>License Duration</u>
Any Web Security Appliance Software listed below:	User	Term

- WSA Web Security Reporting - Higher Data Tier
- WSA Web Security Reporting - Lower Data Tier
- SMA Centralized Web Management Reporting
- WSA Anti-Malware McAfee License Key
- WSA Sophos Anti-Malware License Key
- WSA Webroot Anti-Malware License Key
- WSA Essentials SW Bundle (Web Reputation+Web Usage Control)
- WSA Reputation and Anti-Malware Bundle
- WSA Premium SW Bundle (Web Reputation+Web Usage Control+Anti-Malware)
- Cisco Cognitive Threat Analytics – EXT
- WSA Advanced Malware Protection
- WSA Web Security Shield (Web Reputation+Web Usage Control+Anti-Malware+Cognitive Threat Analytics+Advanced Malware Protection+Threat Grid)

#### DEFINITIONS:

- “Cisco Threat Content” means any Cisco provided threat intelligence, content or data including, but not limited to, rules, signatures, threat data feeds or suspicious URLs and IP address data feeds for use with any Cisco product or service.
- “Customer Service” means the email or Internet services provided by You to End Users for the purposes of conducting the Your internal business.
- “End User” means the employee, contractor or other agent authorized by You to access the Internet or use email services via the Customer Service.
- “Personal Data” shall have the same meaning given to Personal Information in Cisco’s Privacy Statement located at: <https://www.cisco.com/c/en/us/about/legal/privacy-full.html>.
- “Server” means a single physical computer or device on a network that manages or provides network resources for multiple users.
- “Telemetry Data” means information generated by instrumentation and logging systems created through the use and operation of the Software.
- “Virtual Appliance” means the virtual version of Cisco’s email security appliances, web security appliances, and security management appliances.
- “Virtual Machine” means a software container that can run its own operating system and execute applications like a Server.

#### ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

- So long as You are in compliance with the Agreement, Cisco grants You a non-exclusive, non-sub-licensable, non-transferable license to use the Software only on Cisco's hardware products, or in the case of the Virtual Appliances, on a Virtual Machine, solely in connection with the provision of the Customer Service to End Users.
- Cisco may collect Telemetry Data related to Your use of the Software in order to maintain, improve, or analyze the effectiveness of the Software and related products. You acknowledge that Cisco may freely use any non-personal Telemetry Data that does not identify You or any of Your users. You may have the option to terminate the collection of certain Telemetry Data by the Software. Please see the Documentation for information and/or instructions.
- Cisco shall not transfer Personal Data outside of a particular jurisdiction unless permitted under applicable law and Cisco meets the security, privacy, and other legal requirements to allow such transfer. Where Cisco processes Personal Data from the EEA on behalf of You, Cisco shall perform such processing in a manner consistent with the Privacy Shield Principles (see <http://www.commerce.gov/privacysshield>) to the extent such Principles are applicable to Cisco's processing of such data. If Cisco is unable to provide the same level of protection as required by such Principles, Cisco shall immediately (within 48 hours) notify You and cease processing. Any non-compliance with the Principles shall be deemed a material breach of the Agreement and You shall have the right to terminate the Agreement immediately without penalty.
- If Your use of the Software requires or permits You to use any Cisco Threat Content, then You may only use such Cisco Threat Content for Your use with the Software and with those third-party products or services offerings that Cisco has identified as being compatible. You agree not to provide Cisco Threat Content to a third party.
- If the Software covered by this SEULA can be used in combination with a Cisco cloud-based offering, then the terms and conditions for such cloud-based offering are as set forth in the Cisco Universal Cloud Agreement and related Offer Description located at: <https://www.cisco.com/c/en/us/about/legal/cloud-and-software.html>.