



IMPORTANT: READ CAREFULLY

Dear Customer,

This Supplemental End User License Agreement (“SEULA”) contains additional terms and conditions for the Software Product licensed under the End User License Agreement (“EULA”) between you and Cisco (collectively, the “Agreement”). Capitalized terms used in this SEULA but not defined will have the meanings assigned to them in the EULA. To the extent that there is a conflict between the terms and conditions of the EULA and this SEULA, the terms and conditions of this SEULA will take precedence.

In addition to the limitations set forth in the EULA on your access and use of the Software, you agree to comply at all times with the terms and conditions provided in this SEULA. **DOWNLOADING, INSTALLING, OR USING THE SOFTWARE CONSTITUTES ACCEPTANCE OF THE AGREEMENT, AND YOU ARE BINDING YOURSELF AND THE BUSINESS ENTITY THAT YOU REPRESENT (COLLECTIVELY, “CUSTOMER”) TO THE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.**

END USER LICENSE AGREEMENT FOR THE TIDAL SOFTWARE

PRODUCTS IMPORTANT: READ CAREFULLY

Software

For purposes of this Supplement, the Software covered under this SEULA includes the following and each of their respective associated components and modules:

- Tidal Enterprise Scheduler
- Tidal Horizon
- Tidal Intelligent Automation
- Tidal Enterprise Orchestrator
- Tidal Intersperse
- Tidal Performance Analyzer
- Tidal Transaction Analyzer

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Americas Headquarters:
Cisco Systems, Inc., 170 West Tasman Drive, San Jose, CA 95134-1706 USA

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Definitions

For purposes of this Supplement, the following defined terms will apply:

“Designated System” shall mean the designated platform for which Customer originally licenses the Software from Cisco for installation and use. Such designated platform may include for instance, but is not limited to, a designation of the specific number of CPUs or system description or name as approved by Cisco.

“Movement and Usage Fees” shall mean fees applicable as set solely by Cisco for the transfer and installation of Software on a system that is not a Designated System.

“NFR” means not for resale, to be used for non production, demonstration use only.

Other Terms and Conditions

“Movement and Usage”. With respect to the license granted to Customer in the Agreement, such license is applicable only to the Designated System. Movement of Software to another system requires Customer providing prior written notice to obtain updated keys, and additional fees may apply. A fee schedule is available upon Customer’s written request to Cisco.

“License”. For the avoidance of doubt, the license granted to the Software in the license section shall be perpetual if designated as such by Cisco at time of Customer order for the Designated System, subject to payment of any applicable fees, including, but not limited to, any Movement and Usage fees described above.

“NFR Software”. With respect to the License granted in the Agreement as to the use of any Software sold to Customer as NFR Software, the purchase of such Software is subject to the following additional restrictions:

1. NFR purchases are available to all Cisco registered partners (categories include Select, Premier, Silver and Gold level partners). Cisco authorized training partners may also participate but use is limited to instructional purposes only. Cisco has the sole discretion to define a registered partner and status.
2. Purchase limit is one NFR kit per operational installation for demonstration, proof of concept or internal non production use.
3. Software cannot be resold, traded, copied, transferred, sublicensed, or used in any manner other than as NFR.

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