



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 (“**You**” means the individual or legal entity licensing the Software under the EULA and this SEULA) 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 Elastic Service Controller (ESC) (the “**ESC Software**”)

Table 1. SOFTWARE ENTITLEMENT

<u>Product</u>	<u>License Metrics</u>	<u>License Duration</u>
Elastic Service Controller (ESC)	Server, HA Server, Managed VNF (vCPU and/or subscriber sessions; each is required depending on the use case(s); see below)	Perpetual or Term or Subscription

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

ESC Software Lab License

A Lab license grants Customer a limited right to install and use the ESC Software *only in a non-production testing or development environment* (a “**Lab**”). A valid ESC Lab license requires a “**Lab Server**” license for *each* copy of the ESC Software loaded into memory.

ESC Software Production License

To install and use the ESC Software in any non-Lab environment, Customer requires:

- An “**Active Server**” license for *each* copy of the ESC Software loaded into memory;
- A right to manage (“**RTM**”) license for *each* virtual network function (“**VNF**”) that the ESC Software configures, manages, or interfaces with (“**Managed VNF**”);
 - *Each* Managed VNF requires an RTM license for *each instance* of the Managed VNF;
 - Managed VNF RTM licenses are categorized by size of the virtual CPU (“**vCPU**”) or number of subscriber sessions, depending on the applicable use case(s).

High Availability

If a high availability (“**HA**”) implementation of the ESC Software is desired, Customer may use a HA Server license (instead of an Active Server license) for *each* Standby Server. A “**Standby Server**” has a copy of the ESC Software loaded into memory, but does not configure or manage virtual network function(s) (“**VNF(s)**”) unless the Active Server which it backs up, fails.

Independent Development

Any products, software or technologies that either party may design or develop that rely on the ESC Software, and any intellectual property rights arising therefrom, will not impair the other party's right to independently design, develop, license or use commercial products and offerings that rely on the ESC Software.

ESC Pricing

Any contractual Cisco price list discounts to which You may otherwise be entitled do not apply to the purchase of licenses for the ESC Software or its associated support.

Other Terms and Conditions

Please refer to the following for additional terms and conditions:

- Cisco's EULA, available at: http://www.cisco.com/c/en/us/td/docs/general/warranty/English/EU1KEN_.html
- Service Description, available at: <http://www.cisco.com/c/en/us/about/legal/service-descriptions.html>
- Cisco's End of Life Policy, available at: http://www.cisco.com/en/US/partner/products/products_end-of-life_policy.html
- Red Hat® Enterprise Linux® and Red Hat Applications End User License Agreement, available at: https://www.redhat.com/f/pdf/licenses/GLOBAL_EULA_RHEL_English_20101110.pdf