



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 set forth herein and licensed under the End User License Agreement (“EULA”) between you and Cisco Systems, Inc. or its Affiliates (collectively, the “Agreement”). 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: HCS for Contact Center

Table 1. SOFTWARE ENTITLEMENT:

<u>Product</u>	<u>License Metric</u>	<u>License Duration</u>
HCS for Contact Center Agents	Concurrent Agents	Term

DEFINITIONS:

- **“Concurrent Agents”** mean every agent or supervisor of an HCS for Contact Center Customer simultaneously and actively using the HCS for Contact Center solution at any point in time.
- **“Subscription Term”** means the license term as reflected on the purchase order and in the End User’s smart account - a portal that provides a comprehensive centralized overview of software licenses – described at the following URL: <http://www.cisco.com/web/ordering/smart-software-licensing/index.html>. The Subscription Term begins on the date specified at the time of order or, if a renewal of an existing subscription purchased prior to its expiration, begins upon the expiration of the immediately preceding Subscription Term.
- **“HCS for Contact Center Resale Partner”** means an entity: (i) with a current Cisco Systems Integrator Agreement, the Cisco Indirect Channel Partner Agreement, or other similar Cisco agreement that authorizes the resale of Cisco Products and Services (“Resale Agreement”); (ii) enrolled in Cisco’s SaaS resale program; and (iii) enrolled and in good standing throughout the duration of the license Term in Cisco’s Cloud and Managed Services Partner Program (“CMSP Program”) with a Cisco Powered HCS for Contact Center (HCS-CC) certification.
- **“HCS for Contact Center Customer”** means the final purchaser that: (i) has acquired an HCS for

Contact Center service from the HCS for Contact Center Resale Partner for its own internal business use and not for resale, remarketing, or distribution, and (ii) is identified as the purchaser in the purchase order issued to Cisco.

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

HCS for Contact Center:

- Only if End User is a HCS for Contact Center Resale Partner, in addition to the rights set forth in the EULA, End User may:
 - Use the Software to provide a Contact Center Service to its customers for a quantity of Concurrent Agents less than or equal to the quantity of Concurrent Agents purchased;
 - Install a sufficient number of copies of the Software in object code form on physical or virtual servers that are owned or controlled by the HCS for Contact Center Resale Partner; and
 - Permit a HCS for Contact Center Customer to use the Software as part of HCS for Contact Center Resale Partner's Contact Center Service.

- This license shall terminate if:
 - End User no longer meets the definition of HCS for Contact Center Resale Partner;
 - The Subscription Term has expired; or
 - The HCS for Contact Center Customer's right to use HCS for Contact Center Resale Partner's Service terminates or expires.

- Cisco reserves the right to reject or put on hold any order for the Software that is not in conformity with terms and conditions of this SEULA, the Resale Agreement, or the CMSP Program.