



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: TPaaS Concurrent Meetings

Table 1. SOFTWARE ENTITLEMENT:

<u>Product</u>	<u>License Metric</u>	<u>License Duration</u>
TPaaS Concurrent Meetings	Concurrent Meetings	Term

DEFINITIONS:

- “Concurrent Meetings” mean TelePresence meetings that are simultaneously conducted across a TPaaS Customer and its users at any point in time.
- “Meeting Service” means a service that provides access to Cisco Meeting Server on a hosted basis.
- “Shared Meetings” means the unit or units of Concurrent Meetings purchased by the TPaaS Resale Partner for a Named TPaaS Customer.
- “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.
- “TPaaS 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 Video and TelePresence as a Service (“TPaaS”) certification.

- “TPaaS Customer” means the final purchaser that: (i) has acquired the Meeting Service from the TPaaS Resale Partner for its own internal business use and not for resale, remarketing, or distribution, (ii) is identified as the purchaser in the purchase order issued to Cisco, and (iii) is uniquely associated with this TPaaS Concurrent Meetings license.

ADDITIONAL RIGHTS AND RESTRICTIONS:

TPaaS Concurrent Meetings –

- Only if End User is a TPaaS Resale Partner, in addition to the rights set forth in the EULA, End User may:
 - Use the Software to provide a Meeting Service to its customers for a quantity of Concurrent Meetings less than or equal to the quantity of Shared Meetings;
 - 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 TPaaS Resale Partner; and
 - Permit a TPaaS Customer to use the Software as part of TPaaS Resale Partner’s Meeting Service.
- This license shall terminate if:
 - End User no longer meets the definition of TPaaS Resale Partner;
 - The Subscription Term has expired; or
 - The TPaaS Customer’s right to use TPaaS Resale Partner’s Meeting 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.