



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 Named User

Table 1. SOFTWARE ENTITLEMENT:

<u>Product</u>	<u>License Metric</u>	<u>License Duration</u>
TPaaS Named User	Named User	Term

DEFINITIONS:

- “Meeting Service” means a service that provides access to Cisco Meeting Server on a hosted basis.
- “Named User” means a uniquely named or otherwise uniquely identified individual employee of the TPaaS Customer or individual employee of a TPaaS Customer’s third-party contractor.
- “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 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, and (ii) is identified as the purchaser in the purchase order issued to Cisco.

ADDITIONAL RIGHTS AND RESTRICTIONS:

- 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 the Named Users of its TPaaS Customers;
 - 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 End User; and
 - Permit a TPaaS Customer to use the Software as part of TPaaS Resale Partner's Meeting Service.

- TPaaS Resale Partner shall associate a Named User with each per user license prior to enabling any user to access the TPaaS Reseller's Meeting Service. This license shall terminate if:
 - End User no longer meets the definition of TPaaS Resale Partner;
 - The Subscription Term has expired;
 - The TPaaS Customer's right to use TPaaS Resale Partner's Meeting Service terminates or expires; or
 - The TPaaS Customer's Named User associated with a per user license fee ceases to use or have permission to access TPaaS Resale Partner's Meeting Service.

- 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.