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”). Cisco’s EULA can be found here: https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html. 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, all implied terms will have the meanings as defined 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: Bandwidth and Management Suite (each software title is individually a “Software” product)

Table 1. SOFTWARE ENTITLEMENT:

<table>
<thead>
<tr>
<th>Product</th>
<th>License Metric</th>
<th>License Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cisco WAN Automation Engine (WAE) (version 7.1.2 and above) Planning</td>
<td>Server</td>
<td>Perpetual</td>
</tr>
<tr>
<td>Server license</td>
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</tr>
<tr>
<td>Cisco WAN Automation Engine (WAE) (version 7.1.2 and above) RTM license</td>
<td>Network Element</td>
<td>Perpetual</td>
</tr>
<tr>
<td>Cisco WAN Automation Engine (WAE) (version 7.1.2 and above) Standby</td>
<td>Server</td>
<td>Perpetual</td>
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<tr>
<td>Server license</td>
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</tr>
<tr>
<td>Cisco Evolved Programmable Network Manager (EPN-M) (version 2.2.1 and</td>
<td>Server</td>
<td>Perpetual</td>
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<tr>
<td>above) Base Server License</td>
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<tr>
<td>Cisco Evolved Programmable Network Manager (EPN-M) (version 2.2.1 and</td>
<td>Network Element</td>
<td>Perpetual</td>
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<tr>
<td>above) RTM license</td>
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<tr>
<td>Cisco Evolved Programmable Network Manager (EPN-M) (version 2.2.1 and</td>
<td>Server</td>
<td>Perpetual</td>
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<tr>
<td>above) Standby Server license (LocalHA or GEODR)</td>
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<tr>
<td>Cisco Evolved Programmable Network Manager (EPN-M) (version 2.2.1 and</td>
<td>Server</td>
<td>Perpetual</td>
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<tr>
<td>above) Northbound Interface license</td>
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Cisco Network Services Orchestrator (NSO) Active Server license
Cisco Network Services Orchestrator (NSO) High Availability Server license
Cisco Network Services Orchestrator (NSO) IOS-XR NED license
Cisco Network Services Orchestrator (NSO) RTM license
IOS-XR Traffic Controller (XTC) Base Server license

Server
Perpetual
NED
Perpetual
Network Element
Perpetual
Perpetual

DEFINITIONS:

- "Port" or "Porting" means the reassignment of Cisco license entitlements between two devices, either physical or virtual, owned or leased by You and acquired from a Cisco approved source.


- "Software Innovation Access Subscription" means the Software Innovation Access Subscription program terms attached hereto and incorporated into this SEULA.

- "Use Cases" means the use cases detailing the permitted Use of the Software and are set forth in the Documentation and/or the Service Description for the BAM Software Bundle.

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

- **BAM Licensing Model Use Cases.** The Software titles in this suite shall only be Used in accordance with the defined Use Cases. The devices, physical or virtual, being managed in the Use Cases are limited to Cisco devices acquired by You from a Cisco approved source. For purposes of this suite, no additional licenses, beyond the license entitlements in Table 1, need to be purchased, provided Your Use of the Software is in accordance with the Agreement.

- **Additional Supplemental End User License Agreement Terms.** Except as otherwise set forth in this SEULA, capitalized terms will have the meanings as defined in the EULA or one of the other SEULAs listed below, as applicable.

- **Out of Scope Licenses.** The software image that contains a Software product that You have purchased may contain additional programs, features and functionality outside Your license scope (e.g., the EPN-M Software image may contain the Software’s full features and functionality, even if with this suite You have only purchased certain, limited features or functionalities). Out of scope items would require Your purchase of separate licenses. The programs, features, and functionality that are within Your license scope for Your Software purchase are identified in the applicable Documentation.
Portability. Subject to Your compliance with, and in accordance to, the Software Innovation Access Subscription terms, You may Port the Software as follows below. Once a license entitlement is Ported to a different device, the Software must be deactivated on the previous device.

- The NSO Software may be Ported without restriction.

- The EPN-M Software may be Ported: (1) in accordance with the Portability Tier, and (2) an RTM license may only be Ported to its equivalent Node capacity category (e.g., a small Node capacity RTM license should be reassigned to a small capacity Node).

- The WAE RTM licenses may be Ported between the Network Elements owned or leased by You or between Your networks, provided that You provide prior written notice to Cisco. You may not Port the WAE Server licenses between Your networks.
Attachment to SEULA

Software Innovation Access for Cisco Bandwidth and Management Suite

Purchase of a Cisco® Software Innovation Access Subscription for the Cisco Bandwidth and Management Suite ("SIA Subscription") entitles You to receive Feature Releases and, if applicable, license portability rights, during the term of the SIA Subscription, as described below. Each initial term begins on the day the underlying Cisco Software is made available to You and lasts for the period of time identified in the relevant purchase order. Renewals will begin on the date identified in the purchase order or the day a reinstatement fee is paid, whichever applies. "You" means the individual or legal entity that has purchased the SIA Subscription.

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Cisco Responsibilities

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"Feature Releases" means Major Releases and Minor Releases (as defined in the Glossary of Terms https://www.cisco.com/c/dam/en_us/about/doing_business/legal/service_descriptions/docs/terms.pdf) of the applicable Cisco Software, if and when available during the term of the SIA Subscription.

License Portability

If the applicable SEULA grants the right to reassign license entitlements for eligible Cisco Software, then such right is conditioned upon the purchase of this SIA Subscription.

Please note that license portability and Feature Releases do not provide upgrades from one type of license or license suite to another (for example, from a standard license to an enhanced or advanced license).

Customer Responsibilities

An SIA Subscription requires You to:

- Ensure that all eligible licenses across Your entire deployment of a given Cisco Software product are under both (i) active SIA Subscription coverage and (ii) active Cisco software support and maintenance coverage.
- Monitor and renew SIA Subscriptions prior to expiration to maintain coverage. Prior to the end of each term, You must renew the SIA Subscription for Your entire deployment of a given Cisco Software product to be entitled to receive the benefits of an SIA Subscription. If You wish to reinstate an SIA Subscription on any Cisco Software at any time after expiration, You are required to pay: (i) the amount that You would have paid for an SIA Subscription for the Cisco Software between the date of expiration and the date of reinstatement ("Lapsed Period Fee"); (ii) a reinstatement fee of twenty percent (20%) of the Lapsed Period Fee if Your reinstatement is more than thirty (30) days after the date of expiration; and (iii) the then-current SIA Subscription fee for the new SIA Subscription term.
- Download only the number of copies of licensed Cisco Software when upgrading such Software. An SIA Subscription does not entitle You to use more than the number of licenses purchased from Cisco or an authorized Cisco reseller.
- Provide information requested by Cisco to verify that You have a valid license to the Cisco Software. Cisco may suspend or terminate an SIA Subscription if You do not (i) have valid licenses to the Cisco Software or (ii) pay the requisite license, SIA Subscription, or support and maintenance fees.
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Controlled Doc. # EDCS-17648458 Ver: 1.0 Last Modified: Tue May 07 13:41:50 PDT 2019
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