



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: Cisco Evolved Programmable Network Manager (version 3.0 and above) with Software Innovation Access Subscription

Table 1. SOFTWARE ENTITLEMENT:

<u>Product</u>	<u>License Metric</u>	<u>License Duration</u>
Cisco Evolved Programmable Network Manager (EPN-M) (version 3.0 and above)	Server and Node (each required; see below)	Perpetual

DEFINITIONS:

“**Manage**” means to Use the Software to monitor or exchange information with Nodes.

“**Node**” means, as applicable, a single, physical or virtual router, switch, optical shelf, server, network function, or application in Your network.

“**Portability Tier**” means equivalent hardware platforms designated from time to time in Cisco’s device tiering guide available via the Cisco Software License Portability Policy at: https://www.cisco.com/c/dam/en_us/about/doing_business/legal/policy/Software_License_Portability_Policy_FL_NAL.pdf.

“**RTM**” means the right to Manage a Node.

“**Software Innovation Access Subscription**” means the Software Innovation Access Subscription program terms attached hereto and incorporated into this SEULA.

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

- To Use the Software, You must have each of the following:
 - A **Server license** for each copy the Software is loaded into the memory of a server (physical or virtual), and

- o An **RTM license** for each Node that is Managed by the Software. RTM licenses are categorized by specific device capacity (i.e., small, medium, or large capacity devices), as identified in the Entitlement. You will only Manage a Node by using the equivalent RTM device capacity category (e.g., large capacity RTM license to Manage a large capacity Node).
- 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 even if You have only purchased certain, limited features or functionalities. Out of scope items would require Your purchase of separate licenses. The 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 reassign the license entitlements between two Nodes, owned or leased by You, provided that: (1) any reassignment shall be in accordance with the Portability Tier, and (2) an RTM license can only be reassigned to its equivalent Node capacity category (e.g., a small Node capacity RTM license should be reassigned to a small capacity Node).

Attachment to SEULA

Software Innovation Access for Cisco Evolved Programmable Network Manager (version 3.0 and above)

Purchase of a Cisco® Software Innovation Access Subscription for the Cisco Evolved Programmable Network Manager (version 3.0 and above) (“**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.

An SIA Subscription is only available for certain eligible Cisco-branded software product(s) (“**Cisco Software**”). Each Cisco Software license covered by an SIA Subscription must also be supported by a Cisco software support and maintenance contract. In addition, You must purchase SIA Subscription coverage across Your entire deployment of the applicable Cisco Software product.

Cisco Responsibilities

Feature Releases

For eligible Cisco Software covered by an SIA Subscription, Cisco will make available access to Feature Releases. Feature Releases are available for electronic download for Cisco Software releases that have been validly licensed and covered under the current SIA Subscription. Please note that You will not have access to download a Cisco Software release following the end-of-sale date of the release. An SIA Subscription does not provide for any custom feature development or feature acceleration.

“**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, 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.
- Cease using the previous release of a given Cisco Software product following Your installation of a new release provided in connection with an SIA Subscription. You are not permitted to re-use or transfer the previous release.