



# Supplemental End User License Agreement

## IMPORTANT: READ CAREFULLY

Dear Customer,

This Supplemental End User License Agreement (“Supplement”) contains additional terms and conditions for the Software product licensed under the End User License Agreement (“EULA”) between you and Cisco (collectively, the “Agreement”). Capitalized terms used in this Supplement but not defined will have the meanings assigned to them in the EULA. To the extent that there is a conflict between the terms and conditions of the EULA and this Supplement, the terms and conditions of this Supplement will take precedence.

In addition to the limitations set forth in the EULA on your access and use of the Software, you agree to comply at all times with the terms and conditions provided in this Supplement, including any restrictions on access and use of the Software. BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU ARE BINDING YOURSELF AND THE BUSINESS ENTITY THAT YOU REPRESENT (COLLECTIVELY, “CUSTOMER”) TO THE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

### ADDITIONAL DEFINITIONS

“Core” means a single, physical, independent chip-level multi-processor regardless of its packaging; such a multiprocessor can be packaged in a single integrated circuit (forming a single-core CPU), or two or more Cores can be combined into a single integrated circuit (forming a multi-core CPU).

“CPU” means a single integrated circuit composed of one or more multiprocessors.

“Server” means a physical piece of hardware, regardless of the number of CPUs or Cores in that physical piece of hardware. A Server may host one or more Virtual Servers.

“Virtual Server” is a mechanism that permits virtual partitioning of a Server so that multiple instances of an operating system or applications can run concurrently.

“Server Instance” means the right to install the Cisco Information Server on a single Server, running on a maximum of one native operating system or one Virtual Server.

“Node” means an instance of CIS v6.1 or above deployed on a Server.

### ADDITIONAL LICENSE TERMS

#### **Licensing by Server, Core, Node and Server Instance.**

Customer’s license to use the Software shall be limited to, and Customer shall not use the Software in excess of, the number of Servers, Cores, Nodes or Server Instances which may be listed on a Purchase Order.

#### **Development or Staging Server Instance License.**

In the event a Purchase Order indicates a “Development” or “Staging Server Instance” License, then the Software is licensed solely for use in Customer’s internal development and pre-production staging environments respectively and not for production purposes of any kind.

**Production Core License.**

In the event a Purchase Order indicates a "Production Core License", the Software is licensed for use in Customer's internal operations, including Customer's internal use of Software for Customer's internal production purposes. Customer can use its Production Core Licenses on multiple Servers or Virtual Servers, but is limited to the total number of Production Cores licensed. Where the number of Cores available on Licensee's Server(s) exceeds the number of Production Cores Licenses, Licensee agrees to designate certain of the Cores (not to exceed the number of Production Cores Licenses) on that Server for use in production (the "Designated Cores"), and to limit concurrent production instances to only those Designated Cores.

**Failover/Backup License**

In the event a Purchase Order indicates a "Failover/Backup Server License" or a "Failover/Backup Core License", the Software is licensed solely for use as backup software in the event that an instance of the Software (which may be licensed by Server or by Core) which it is backing up is temporarily unavailable for use, in which case the Failover/Backup Server License or the Failover/Backup Core License may be used for the licensed purposes of such underlying licensed Software and only during the time such underlying licensed Software is unavailable for use.

**Evaluation License.**

In the event a Purchase Order indicates an Evaluation License ("Evaluation License"), the Software is licensed for Customer's internal evaluation purposes only and shall not be used in a production environment. Licensee shall provide all necessary hardware and software in connection with the evaluation, and shall be solely responsible for the functioning and operation of such hardware and software. Cisco shall not be required to provide any support of the Software in connection with the evaluation. Any Software licensed under an Evaluation License is provided "AS IS", without any warranty or indemnification obligation from Cisco. Cisco's maximum liability under any Evaluation License shall not exceed Five Hundred Dollars (\$500.00).

Such Evaluation License shall automatically expire on the date set forth in the Purchase Order, or, if no such date is designated, on the ninetieth (90<sup>th</sup>) day from the date of delivery of the Software.

**Additional Adapter License Terms**

In the event a Purchase Order indicates an "Adapter" license, Customer acknowledges that each Adapter license requires an appropriate version of an equivalent underlying freestanding Cisco Information Server Production Core License, and an appropriate version and quantity, supplied by Customer, of the underlying application (SAP, Oracle, salesforce.com, Peoplesoft or Siebel). Each Adapter license allows each of the Adapter licenses purchased to be used on up to four (4) previously or simultaneously purchased Cisco Information Server Production Core Licenses.

**Additional Active Clusters License Terms**

In the event a Purchase Order indicates an "Active Clusters" license, Customer acknowledges that each Active Clusters license requires an appropriate version of an underlying Cisco Information Server Production Core License. Each Active Clusters license includes up to four (4) Nodes, at least one of which is on a different Server from the rest.

**No Requirement to Use with Cisco Equipment: Supported Platforms.**

Notwithstanding the license grant in the EULA, there is no requirement that the Software be used solely as embedded in, for execution on, or for communication with Cisco equipment owned or leased by the Customer. Customer's use of the Software shall be limited to the English language version generally available on the effective date of the Purchase Order and the Software is licensed for use with English and Latin-2 language data on those operating platforms specified in the Documentation.

**Commencement of Warranty Period.**

For purposes of the "Limited Warranty" section, in determining the date of commencement of the warranty, the date of shipment of Software by Cisco is not the date set forth on the packaging material in which the Software is shipped, but shall be the date that the Customer is sent a license key to download the Software or the date that media containing the Software is shipped to the Customer, whichever is earlier.

**Additional Restrictions on Use.**

The Customer is prohibited from: (a) copying the Software onto any public or distributed network; (b) using the Software to operate in or as a time-sharing, outsourcing, service bureau, application service provider or managed service provider environment; (c) using components of the Software independently; (d) changing any proprietary rights notices which appear in the Software; or (e) modifying the Software (except where and to the extent such prohibition is prohibited by law). If Customer at any time exceeds the scope of use set forth in the Purchase Order, the applicable license fee shall be increased in accordance with Cisco's then-current price list to reflect Customer's expanded actual use of the Software.

**Third Party Suppliers.**

Customer acknowledges that all third party licensors and suppliers retain all right, title and interest in third party software and all copies thereof, including all copyright and other intellectual property rights.

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**Open Source Technology.**

Customer acknowledges that the Software is subject to certain open source licenses that are referenced in the Software's product documentation.

**Transferability.**

This license is non-transferable except as authorized in writing by Cisco. In the event of any such approved transfer the Customer shall: (a) require the transferee to comply with any transfer terms imposed by Cisco and to deliver all copies of the Software to the transferee along with the Agreement, (b) require the transferee to accept the terms and conditions of the Agreement as a condition to any transfer, and (c) terminate their use of the Software upon the transfer.

**Termination of License Rights.**

Customer's license rights to the Software shall immediately cease upon termination of the license rights granted to the Customer under the Agreement.