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.

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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.
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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 Cores 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.

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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.

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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.

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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.

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