



## 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: IoT Cisco Kinetic for Cities – On Premises**

**Table 1. SOFTWARE ENTITLEMENT:**

<u>Product</u>	<u>License Metric</u>	<u>License Duration</u>
Cisco Kinetic for Cities – On Premises	Domain and Sensor	Subscription

#### DEFINITIONS:

“**CKC End Customer**” means the final purchaser that: (i) is using the service provided by the CKC-as-a-Service Reseller for its own internal business use and not for resale, remarketing, or distribution, and (ii) is identified as the customer in the purchase order that a CKC-as-a-Service Reseller issues to Cisco.

“**CKC-as-a-Service Reseller**” means a Cisco authorized reseller, distributor or systems integrator, or other company with a similar relationship with Cisco that is offering CKC-as-a-Service to its CKC End Customer(s) and does not distribute the Software to such CKC End Customer(s).

“**CKC Service Offering**” means to install the Software on servers owned or controlled by a CKC-as-a-Service Reseller and to offer the Software as part of CKC-as-a-Service Reseller’s service offering.

“**On-Premises Deployment Document**” means the document located at <https://salesconnect.cisco.com/open.html?c=09fff8c8-9f82-4a18-9b42-b79e173f853b> entitled “Cisco Kinetic for Cities Pre-requisites for On-Prem Deployment”. If you are not able to access this document, please contact your Cisco account manager or the Authorized Source from which you plan to purchase a CKC license.

## ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

1. Due to the complexity of the software packages included in Cisco Kinetic for Cities, Cisco must perform the initial install of the Software, as well as any updates and upgrades to the Software. Cisco follows the processes set forth in the On-Premises Deployment Document and will require Your assistance in completing the processes. As part of these processes, You must provide Cisco with full and unrestricted administrative/root/super access to Your environment via a virtual private network (“VPN”). For security purposes, Cisco strongly recommends that You revoke Cisco’s VPN access after installation is complete and before the software moves into the production environment. You are solely responsible for any issues or problems that arise from Your failure to revoke Cisco’s VPN access. Please review the On-Premises Deployment Document in its entirety.
2. Your Usage Rights in the Software are subject to your agreement to perform the actions set forth in the On-Premises Deployment Document.

## ADDITIONAL RIGHTS AND RESTRICTIONS FOR CISCO RESELLERS:

If You are a CKC-as-a-Service Reseller, You must: (i) retain control over and secure the Software against unauthorized access and (ii) not distribute the Software. If you do the foregoing, then, in accordance with the rights set forth in the EULA, You may:

- Use the Software to provide a CKC Service Offering on a dedicated basis to a CKC End Customer for a quantity of Domains and Nodes less than or equal to the quantity of Domains and Nodes purchased for that CKC End Customer;
- Install enough copies of the Software in object code form on physical or virtual servers that are owned or controlled by You; and
- Permit a CKC End Customer to use the Software as part of Your CKC Service Offering. These additional license rights shall terminate if:
  - You no longer meet the definition of CKC-as-a-Service Reseller;
  - The EULA expires or terminates; or
  - The CKC End Customer’s right to use CKC-as-a-Service Reseller’s CKC Service Offering terminates or expires.

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 the Agreement.