



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 Managed Services Accelerator Solution

Table 1. SOFTWARE ENTITLEMENT:

| <u>Product and/or Option</u> | <u>License Metric</u> | <u>License Duration</u> |
|--|-----------------------|-------------------------|
| Network Services Orchestrator (NSO) | Per Server | Subscription |
| Elastic Services Controller (ESC) | Per Server | Subscription |
| MSX Software Integration Framework | Per Server | Subscription |
| MSX User Interface | Per Server | Subscription |
| MSX CPE Orchestration | Per Device | Subscription |
| MSX NFVIS Device Management | Per Device | Subscription |
| MSX SD-Branch Service Package | Per VNF | Subscription |
| MSX SDWAN Service Package | Per VNF | Subscription |
| MSX Managed Device Service Package | Per Device | Subscription |
| MSX Cloud Connect Service Package | Per VNF | Subscription |
| Cloud VPN Foundation Service Package | Per Instance | Subscription |
| Cloud VPN Advanced Service Package | Per Instance | Subscription |
| VMS AnyConnect | Per User | Subscription |
| VMS Web Security Essentials | Per User | Subscription |
| VMS Web Security Sophos Anti-Malware | Per User | Subscription |
| VMS Web Security McAfee Anti-Malware | Per User | Subscription |
| VMS Web Security Advanced Malware Protection | Per User | Subscription |

DEFINITIONS:

“Company Service” means the managed service(s) provided to End User(s) as part of Your business operations.

“Device” means an Endpoint or any customer premise equipment that is used in conjunction with any of the Software for Your internal use or for delivering Your Company Service to End User(s).

“Endpoint” means the customer premise equipment installed at an End User’s premises used in conjunction with any of the Software.

“End User” means Your employee or the third party authorized by You to access the Software licensed under this Agreement.

“Instance” means a single installation on a server or within a Virtual Machine.

“Non-Personal Information” means technical and related information that is not Personal Information, including, but not limited to the operating system type and version; file metadata and identifiers such as SHA-256 values; network host data; origin and nature of malware; Endpoint GUIDs (globally unique identifiers); Internet Protocol (“IP”) addresses; MAC addresses; logfiles; the types of software or applications installed on a network or an Endpoint; and any aggregate or demographic data such as cookies, web logs, web beacons, and other similar applications.

“Ordering Document” means the purchase order or similar agreement between You and Cisco or You and an Approved Source, or the valid terms of any purchase order accepted by Cisco in connection therewith that contains the purchase terms for the Software license(s) granted by this Agreement.

“Personal Information” means any information that can be used to identify an individual and may include an individual’s name, address, email address, phone number, and user name.

“Server” means a single physical computer or devices on a network that manages or provides network resources for multiple users.

“Services” means the subscription Cisco Software Support Service You have purchased, as indicated in the applicable Product ID (PID) or as otherwise shown in Your Ordering Document.

“Service Description” means the description of the subscription Cisco Software Support Service that You have purchased.

“Term” means the length of the Software subscription You have purchased (and any related support), as indicated in the applicable Product ID (PID) or as otherwise shown in Your Ordering Document.

“Virtual Appliance” means the virtual version of a Software product that You have purchased.

“Virtual Machine” means a software container that can run its own operating system and execute applications like a Server.

ADDITIONAL RIGHTS AND RESTRICTIONS:

General License Terms and Conditions

You may use the Software to provide Your Company Service to End Users on hardware products, or in the case of Virtual Appliances, on a Virtual Machine, unless otherwise expressly provided in the related Documentation or a Supplemental End User License Agreement that applies to that Software product.

You understand that a license under one license type cannot be converted into a license for another license type and that a new separate license or licenses will need to be purchased for any additional Use. For example, if You purchased a MSX Server Lab License and You desire to Use the MSX Server Software for production and/or other revenue-generating purposes, You must purchase a separate MSX Server Production license for *each* copy of the VMS Server Software loaded into memory.

MSX Server Software

1. Foundation Platform Requirement. In order to Use MSX, You must purchase the required license(s) to the MSX Server Software in the license type and quantity required to cover the scope and duration of Your Use. The MSX Server Software includes the following components:

- Network Services Orchestrator (NSO)
- Elastic Services Controller (ESC)
- MSX Software Integration Framework (SIF)
- MSX User Interface

The types of MSX Server Software licenses are set forth below.

2. MSX Server Lab License.

Your right to Use the Beta/Trial Products begins on the date the Evaluation Product is made available for download or installation (“**Evaluation start**”) and continues until (1) the end of the evaluation period, as authorized by Cisco, or (2) six (6) months after the Evaluation start, whichever is shorter.

3. MSX Server Production License.

To Use the MSX Server Software in any non-Lab environment and/or for revenue-generating purposes, You must obtain:

- An “**Active Server**” license for *each* copy of the VMS Server Software loaded into memory.
- One (1) VMS Server Production license grants You a limited right to Use one (1) production instance and one High-Availability (“**HA**”) production instance for the Term in the Entitlement.

Device Orchestration and Service Packages

MSX also includes options for Device orchestration (“Device Orchestration”) and software suites (collectively, “MSX Service Packages”), which You must separately license depending on Your specific use case(s).

- Depending on the use case, a Device Orchestration license is required for each Device that is configured, managed, or interfaced by the MSX Server Software.

- Each Managed Device accessing any SD-Branch service via NFVIS requires a NFVIS Device Management license.

End User License Requirements

You must maintain End User agreements with Your End Users in accordance with the requirements set forth below (“End User Agreements”) and ensure that such End User Agreements are effective and binding on End Users in all applicable jurisdictions. You are responsible to Cisco for any unauthorized installation, use, copying, access or distribution of the Software by an End User if You fail to comply with this Section.

End User Agreements must:

- a. prohibit End Users from removing, modifying or obscuring any intellectual property or proprietary rights notices that are contained in or with the Software or Documentation;
- b. include terms at least as protective of Cisco’s intellectual property as contained in this Agreement;
- c. state that for any Software required for End User to receive and use the Company Service, use of such Software will be licensed to the End User under the [Cisco End User License Agreement](#);
- d. not make warranties or representations on behalf of Cisco;
- e. state that You or a third party on Your behalf (and not Cisco or its suppliers) will provide technical support for the Company Service; and
- f. include terms to reflect that End User may not sell, resell, reframe, distribute, rent lease or otherwise make available the Company Service to a third party.

Other Terms and Conditions

- If a MSX Server Software copy has been distributed to You under this Agreement, You agree to the following additional third party terms and conditions:
 1. Java Technology Restrictions. You shall not create, modify, change the behavior of, or authorize licensees of You to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as “java”, “jvax”, “sun” or similar convention as specified by Oracle in any naming convention designation. In the event that You create an additional API(s) which: (a) extends the functionality of a Java Environment; and (b) is exposed to third party software developers for the purpose of developing additional software which invokes such additional API, You must promptly publish broadly an accurate specification for such API for free use by all developers.
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4. Third Party Code. Additional copyright notices and license terms applicable to portions of the Java Platform Standard Edition Embedded software are set forth in the THIRDPARTYLICENSEREADME.txt file.
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