



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 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.
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ADDITIONAL RIGHTS AND RESTRICTIONS:

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1. License. Conditioned upon Your compliance with the terms and conditions of this Agreement and any other applicable terms and conditions, Cisco grants to You a limited, revocable, nonexclusive, nontransferable, license to Use object code versions of the Software and Documentation solely for Your internal use or for the purpose of providing Your Company Service to End Users in accordance with the Entitlement and Documentation. You may use the Software 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 agree that You are permitted to deploy the Software only in accordance with the Entitlement and Documentation. You further agree 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. If Your Use violates this Section, You will be in violation of this Agreement and Cisco reserves all available rights and remedies, including the right to invoice You for any such additional Use.

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2. License Term. Your license is valid solely for the Term in the Entitlement. Your right to Use the Software begins on the date the Software is made available for download or installation and continues until the end of the specified Term, unless terminated earlier in accordance with this Agreement. For continued authorized Use of the Software, You must renew the license and pay the applicable fees before the expiration date of the then-current Term. If a subscription Term expires without renewal, then Your right and license to Use the Software automatically expires. Additionally, certain Software features and services may cease operation if You do not renew Your subscription.

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.

Unless otherwise approved by Cisco in writing, this license grants You a limited right to Use the MSX Server Software only in an internal, non-production testing or development environment (a “**Lab**”) solely for evaluation purposes or other limited, temporary use as authorized by Cisco. Production or revenue-generating Use of any kind, including live end-customer trials, is prohibited (the “**Evaluation Product**”). Your right to Use the Evaluation Product 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. Upon completion of the evaluation period, all rights under this MSX Server Lab license will automatically terminate. You will be invoiced for the list price of the MSX Server Production License if You fail to return and/or stop Using the Evaluation Product at the completion of the evaluation period. The Evaluation Product is licensed “AS-IS” without support or warranty of any kind, expressed or implied. Cisco does not assume any liability arising from any use of the Evaluation Product. You may not conduct or publish any results of benchmark tests run on the Evaluation Product without first obtaining written approval from Cisco. You authorize Cisco to use any feedback or ideas You provide Cisco in connection with Your Use of the Evaluation Product.

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.

Consent to Data Collection and Privacy

1. Data Collection and Processing. Cisco may, as part of Your Use of the Software and/or the provision of services by Cisco, collect, retain, and use Non-Personal Information including usage details from the MSX Platform related to End User services being delivered, as well as specific identifiable data about You, Your network and Your Endpoints (e.g., Endpoint IDs, IP addresses, location, and content). Some of this specific identifiable data may contain Personal Information. Cisco also may transfer data so collected to Cisco’s offices and subsidiaries in the United States and other countries where Cisco or its service providers have facilities.

2. Purpose of Data Collection and Processing. The data Cisco collects from the Software is necessary for the essential Use and functionality of the Software (e.g. device tracking), and is also used by Cisco to provide associated services including billing, and to improve the operation and functionality of the Software. For these reasons, You may not be able to opt out from some of this data collection other than by uninstalling or disabling the Software. Additional information on these topics may be found in the applicable Documentation and in Cisco’s Privacy Statement, which can be found at: http://www.cisco.com/web/siteassets/legal/privacy_full.html.

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4. Privacy Statement. By entering into this Agreement, You agree that Cisco’s Privacy Statement as it exists as any relevant time, applies to You. The most current Privacy Statement can be found at: http://www.cisco.com/web/siteassets/legal/privacy_full.htm

No Assignment or Transfer

You may not assign or transfer any of Your interests, rights, or obligations under this Agreement, including by written agreement, merger, consolidation, divestiture, operation of law, or otherwise (including under Cisco’s Software Transfer and Relicensing Policy), except with Cisco’s prior written consent.

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:

- (i) 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;
- (ii) include terms at least as protective of Cisco’s intellectual property as contained in this Agreement;
- (iii) 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](#);
- (iv) not make warranties or representations on behalf of Cisco;
- (v) 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
- (vi) 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.

Changes to MSX

For purposes of this SEULA and the rights granted herein, Cisco has sole discretion to determine the product roadmap for MSX. Cisco and its licensors, as applicable, may enhance and/or change the features of the Software at their discretion as long as such changes do not materially reduce the core functionality of the Software during the Term of Your Entitlement. Cisco also may offer additional optional features and/or functionalities at an additional cost.

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For any standalone software delivered in connection with MSX and licensed to You by a third party, that third-party software and related documentation is separately licensed by the applicable third party, and Your rights and responsibilities with respect to such software or documentation shall be governed in accordance with the third-party licensor's applicable software license. You are responsible for accessing and complying with each third-party licensor's terms and conditions. Questions about those terms and conditions should be addressed directly to that particular third-party licensor.

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MSX Software Products – Net Pricing

Any contractual Cisco price list discounts to which You may otherwise be entitled do not apply to the purchase of licenses to any of the Software or any associated support.

Other Terms and Conditions

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- 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", "javax", "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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