



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 WAN Automation Engine (WAE) (version 7.1 and above)

Table 1. SOFTWARE ENTITLEMENT:

<u>Product</u>	<u>License Metric</u>	<u>License Duration</u>
Cisco WAN Automation Engine (WAE) (version 7.1 and above)	Server and Network Element (each required; see below)	Perpetual or Subscription

DEFINITIONS:

- “**Active Server**” means a server used in a production environment.
- “**Manage**” means to Use the Software to monitor or exchange information with certain Network Elements.
- “**Network Element**” means, as applicable, a virtual or physical router, switch, server, or network function in Your network.
- “**RTM**” means the right to Manage a Network Element.
- “**Software**” means the Cisco WAN Automation Engine (WAE) software (version 7.1 and above).
- “**Standby Server**” means a server that is not in use in a production environment unless the Active Server, which it backs up, fails.

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

- WAE Software Production License. To Use the Software in a production environment, You must have *each* of the following:
 - (i) A valid **Active Server license** for each copy of the Software loaded into the memory of an Active Server; and
 - (ii) A valid **RTM license** for each Network Element (whether physical or virtual) that is Managed by the Software running on an Active Server. RTM licenses for Managed Network Elements are categorized by specific device type, as identified in the Entitlement.

- A single Active Server license and its corresponding RTM licenses can only Manage a single network. If You wish to Manage additional networks, You must purchase separate Active Server licenses and corresponding RTM licenses.
- Cisco may make the Software available in suites with varying features and functionality, as identified in the Entitlement and Documentation. If You have an Active Server license for a particular Software suite, You must have the corresponding RTM licenses for that particular suite (for example, Active Server licenses for WAE Planning Premium and RTM licenses for WAE Planning Premium in the required type(s) and quantity/(ies).
- WAE Software Standby Server License. To Use the Software on a Standby Server, You must have a valid **Standby Server license** for each copy of the Software loaded into the memory of the Standby Server. You are permitted to Use a single Standby Server solely to back up a single Active Server and must have valid licenses for each. You are not permitted to Use the Standby Server to Manage Network Elements unless the Active Server, which the Standby Server backs up, fails.
- Independent Development. Any products, software or technologies that either party may design or develop that rely on the Software, and any intellectual property rights arising therefrom, will not impair the other party's right to independently design, develop, license or use commercial products and offerings that rely on the Software.
- Disclaimer Regarding NIMOs. Network interface modules (also knowns as NIMOs) provide the connectivity between the Software and differing types of Network Elements. Network Elements and their associated functionality are constantly evolving and therefore, NIMOs will not support all possible devices, capabilities, or use cases.
- APIs. Cisco may be providing You with API software currently at no charge. However, nothing restricts Cisco's right, now or in the future, to monetize the API software. At which point You may be required to pay a license fee in order to Use the API software.