



# 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 licensed under the End User License Agreement ("EULA") between you and Cisco (collectively, the "Agreement"). Capitalized terms used in this SEULA 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 SEULA, the terms and conditions of this SEULA will take precedence.

In addition to the limitations set forth in the EULA on your access and use of the Software, you agree to comply at all times with the terms and conditions provided in this SEULA.

DOWNLOADING, INSTALLING, OR USING THE SOFTWARE CONSTITUTES ACCEPTANCE OF THE AGREEMENT, AND YOU ARE BINDING YOURSELF AND THE BUSINESS ENTITY THAT YOU REPRESENT (COLLECTIVELY, "CUSTOMER") TO THE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

### Additional Definitions

**"Authorized Tenant"** means a user (business entity) that has been authorized by Customer to use a particular Network Container.

**"CNAP"** means the Cisco Cloud Network Automation Provisioner software.

**"CNAP Administrator Portal"** means the administrator portal in CNAP utilized by Customer for administrative purposes.

**"CNAP Tenant Portal"** means the tenant portal in CNAP utilized by Authorized Tenants to subscribe to service plans published by Customer, create or decommission their Network Containers and refine policy as permitted by the service plan.

**"Included Programs"** means any separate software programs or components that are distributed by Cisco bundled with CNAP. For example, Cisco may provide a version of Cisco Network Services Orchestrator software ("NSO") with CNAP. Included Programs are exclusively for use by CNAP.

**“License Term”** means the period of time during which Customer is authorized by Cisco to use the Software. Such period of time will be indicated in the description associated with the Cisco product identification number for the applicable Software license purchased by Customer from an Approved Source.

**“Network Container”** means a grouping of network services that may be selected from a catalog made available via the CNAP Administrator Portal. The catalog may be updated by Cisco from time to time at its sole discretion. For example, a Network Container may contain the following components: a virtualized network segment connecting to a tier of applications and firewall and security policies. CNAP counts and displays in the CNAP Administrator Portal the number of Network Containers that have been created using CNAP and subscribed to by Authorized Tenants for their use.

**“Software”** means CNAP and any Included Programs.

### **Additional License Terms and Conditions**

1. Conditioned upon compliance with the terms and conditions of the Agreement, Cisco hereby grants to Customer, during the License Term, a nonexclusive and nontransferable right solely to (i) install a single copy of the Software on an active server and up to two additional copies of the Software on standby servers (each owned or leased by Customer) to enable a high availability implementation, (ii) use the Software to create and configure Network Containers, and (iii) permit its Authorized Tenants to subscribe to and use the number of Network Containers for which Customer has paid the required license fees to an Approved Source.
2. Each Network Container must be created and configured using CNAP.
3. Customer may create and configure a Network Container on behalf of an Authorized Tenant or permit an Authorized Tenant to create and configure a Network Container on its own behalf utilizing the CNAP Tenant Portal.
4. Customer is responsible for ensuring that Customer and its Authorized Tenants do not subscribe to or use more than the number of Network Containers for which Customer has paid the required license fees to an Approved Source.
5. Customer may only access or interface with the Software by means of the CNAP Administrator Portal to define and publish service plans and configure and operate the network service functions of network elements registered within CNAP. Only Customer is permitted to use the CNAP Administrator Portal. Authorized Tenants may only access the Software through the CNAP Tenant Portal.
6. CNAP and the Included Programs may not be used independently from one another. The Included Programs may only be used to directly execute the commands initiated through the CNAP Administrator Portal. The Software may not be used to manage, monitor, configure, operate or otherwise interface with any network element, device, function or service other than those directly enabled via CNAP.
7. Network elements and their associated functionality are constantly evolving, and therefore, the Software may not support all devices, capabilities or use cases.
8. Upon termination or expiration of the License Term, Customer shall cease all use of the Software (including the creation or use of any Network Containers)