



## 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:** Data Center Software –Cisco Network Assurance Engine (“**Cisco NAE**”)

**Table1.** SOFTWARE ENTITLEMENT:

<u>Product</u>	<u>License Metric</u>	<u>License Duration</u>
Cisco NAE Appliance License	Appliance	Term, Subscription
Cisco NAE Orchestration Cluster License	Appliance	Term, Subscription
Cisco NAE for Leafs	Node	Term, Subscription
Cisco NAE for Spines	Node	Term, Subscription
Cisco NAE APIs	Appliance	Term, Subscription

### ADDITIONAL RIGHTS AND RESTRICTIONS:

#### General License Terms and Conditions

Your license to Cisco NAE APIs provides additional functionality that are licensed to you to use and make calls to the Cisco NAE Appliance for the sole purpose of developing and implementing software applications that work, communicate, or interact with Your licensed Cisco NAE product. You agree not to assert any of your intellectual property developed with use of and/or used with the Cisco NAE APIs against Cisco or any of its affiliates, customers, resellers, distributors, or other licensees of the Cisco NAE software or the Cisco NAE APIs for making, having made, using, selling, offering for sale, or importing: (i) any products or services implementing, interfacing with or operating in combination with the Cisco NAE APIs; or (ii) any applications developed using the Cisco NAE APIs. If you do not agree with the foregoing terms for Cisco NAE APIs, do not

make use of such functionality.

## Cisco Smart Licensing

Cisco Smart Licensing is mandatory for Cisco NAE Software. Prior to ordering Cisco NAE Software, you must open a Smart Licensing account. Each license to the Cisco NAE software is subject to and conditioned upon You maintaining Smart Licensing capabilities for the Cisco NAE software. You understand and agree that Smart Licensing is only a tool for monitoring certain information relating software licenses and use (as further described in the Smart Licensing Terms of Service (currently available at <http://www.cisco.com/c/dam/en/us/products/collateral/smart-licensing-agreement.pdf>) and that You remain fully responsible for ensuring Your compliance with the Smart Licensing Terms of Service, including, without limitation, purchasing from an Approved Source any applicable licenses to the Cisco NAE software.

## Cisco NAE Suite Subscriptions

1. If you selected in the ordering tool to be billed periodically by Cisco, you unconditionally agree to make the required payments at each interval for the entire term of the subscription (in accordance with the payment terms between you and Cisco), regardless of any termination or force majeure provisions in your purchase agreement with Cisco.
2. If you fail to make such payments:
  - a. you will be in breach of your purchase agreement with Cisco and Cisco will have the right to exercise all rights and remedies available to it under that agreement and at law or in equity;
  - b. the outstanding balance of your subscription will become immediately due and payable, and Cisco may exercise its rights to recover any and all unpaid subscription amounts and other amounts due and owing under your subscription; and
  - c. to the extent you are entitled to any kind of refund from Cisco, such refund will be applied to any outstanding amounts due under your subscription.