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 licensed under the End User License Agreement ("EULA") between you and Cisco Systems, Inc. or its Affiliates and associated hardware product(s) set forth herein (collectively, the "Agreement"). Except as otherwise set forth in this SEULA, capitalized terms will have the same 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: Hardware as a Subscription Plan ("Subscription")

Table 1. PRODUCT ENTITLEMENT:

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<th>Products</th>
<th>License Metric</th>
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<td>Eligible endpoints with Collaboration Endpoint Software</td>
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<td>Eligible phones with MultiPlatform Phone firmware or CUCM-compatible firmware</td>
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DEFINITIONS:

- "Covered Hardware" means Cisco branded equipment or devices listed on the datasheet provided to you by Cisco or an Approved Source

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

- Subscription Overview

  The Subscription allows You to own and use Covered Hardware with Software functionality. The Subscription provides You with:
  - Ownership of Covered Hardware model(s) with restricted rights over its functionality, as defined in this document.
  - Additional functionality of Covered Hardware, provided You maintain an active Subscription.
  - Hardware and Software support for the Covered Hardware, provided You maintain an active Subscription.

- Initial Term, Renewals, and Fee Changes

  The Subscription is comprised of an initial term followed by automatic one-year renewals ("Renewal Terms") unless (i) you notify an Approved Source in writing at least thirty (30) days before the end of the then-current
term of your intention not to renew or (ii) You or Your Approved Source elect on the Order at the time of initial purchase not to auto-renew the Subscription.

Your Approved Source will notify You reasonably in advance of any Renewal Terms if there are any fee changes. The new fees will apply for the upcoming Renewal Term unless You promptly notify in writing, before the applicable renewal date, that You do not accept the fee changes. In such event, the Subscription will terminate at the end of the then-current term.

The initial term of the Subscription starts on the selected date and lasts for the period stated in the Order.

- **Transfer of Title and Restricted Functionality for Covered Hardware without a Subscription**

  Title to the Covered Hardware is transferred to You according to Cisco standard terms of sale for hardware. Covered Hardware may only be used to place or receive calls or attend meetings (as applicable) when a Subscription is active.

- **Support for Covered Hardware**

  During Your Subscription, support for Covered Hardware will be provided under Cisco Base Level Service: https://www.cisco.com/c/dam/en_us/about/doing_business/legal/service_descriptions/docs/cisco-base-level-service.pdf.

- **Limitation of Liability**

  Limitation of Liability. Except for any amounts due to Cisco for the Subscription, either party's liability for claims related to, or arising out of, this Agreement, Your order, or the Subscription, shall not exceed, in the aggregate, the fees paid to Cisco for the Subscription in the twelve (12) months preceding the last event giving rise to the liability. In no event will either party be liable for (i) indirect, incidental, exemplary, special or consequential damages; (ii) loss or corruption of data or interrupted or loss of business; or (iii) loss of revenues, profits, goodwill or anticipated sales or savings. This limitation of liability applies whether the claims are in warranty, contract, tort, infringement, or otherwise, even if either party has been advised of the possibility of such damages. Nothing in this section limits or excludes any liability that cannot be limited or excluded under applicable law. This limitation of liability is cumulative and not per incident.

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**ADDITIONAL RIGHTS AND RESTRICTIONS:**

- **Geographic Restrictions**

  The Subscription is currently available for purchase and deployment only in the United States.