



Supplemental End User License Agreement

IMPORTANT: PLEASE READ CAREFULLY

Dear Customer,

This Supplemental End User License Agreement (“SEULA”) contains additional terms and conditions for the Software product(s) below (the “Software” or “Software Suite(s)”) and licensed under the End User License Agreement (“EULA”) between you and Cisco Systems, Inc. or its Affiliates (collectively, the “Agreement”). Cisco’s EULA can be found here: <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html>. 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 IOS XR Essentials Software Suite and Advanced Software Suite

Table 1. SOFTWARE ENTITLEMENT:

<u>Product</u>	<u>License Metric</u>	<u>License Duration</u>
Cisco IOS XR Essentials Software Suite	Hardware Port Capacity	Perpetual
Cisco IOS XR Advanced Software Suite	Hardware Port Capacity	Perpetual

DEFINITIONS:

“**Activated**” means that a port on the applicable Hardware is in the “no shut” state.

“**Hardware**” means a Cisco hardware product that is sold for Use with the Essentials Software Suite and the Advanced Software Suite.

“**Hardware Port Capacity**” means the maximum bandwidth capacity of the ports on the applicable Hardware. Hardware Port Capacity is expressed by Cisco in gigabits per second (Gbps or G). For example, if all of the ports are Activated on a Cisco NCS5501 - 40x10G and 4x100G Scale Chassis, the Hardware Port Capacity would be 800 Gbps ((40 x 10G) + (4 x 100G)).

“**Port**” or “**Porting**” means the reassignment of Cisco license entitlements between two Hardware devices owned or leased by You and acquired from an Approved Source. For purposes of this SEULA, “Port” or “Porting” includes the pooling or sharing of license entitlements among Hardware devices.

“**Portability Tier**” means equivalent Hardware devices designated from time to time by Cisco.

“**Software Innovation Access Subscription**” means Cisco’s software subscription program described in the Software Innovation Access program description. The current Software Innovation Access program description is attached to this SEULA.

“**Software Maintenance**” means an applicable Cisco software support and maintenance service for the covered Software.

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

- a. To Use the Essentials Software Suite, You are required to have licenses to the Essentials Software Suite equal to the Hardware Port Capacity of all of the ports that are Activated on the applicable Hardware; provided, however, that You are required to purchase with the Hardware at least the minimum amount of licenses to the Essentials Software Suite for the applicable Hardware as set forth in the Documentation (even if fewer ports will be Activated).
- b. To Use the Advanced Software Suite, You are required to have both (i) licenses to the Essentials Software Suite in accordance with Section 2.a above and (ii) licenses to the Advanced Software Suite equal to the Hardware Port Capacity of all Activated ports on the applicable Hardware that are enabled to Use the Advanced Software Suite.
- c. For example, assume You are ordering the following configuration:
 - o Cisco NCS5502 - 48x100G Scale Chassis with (i) 24 ports that will be Activated on the Hardware and (ii) 12 of those ports will be enabled to Use the Advanced Software Suite.

Accordingly, You would need to purchase from an Approved Source both (i) 24 x 100Gbps Hardware Port Capacity licenses to the Essentials Software Suite and (ii) 12 x 100Gbps Hardware Port Capacity licenses to the Advanced Software Suite. If You subsequently want to Activate additional ports on the Hardware, You would need to purchase additional licenses to cover the additional Hardware Port Capacity.

- d. Your license to Use the Software Suite shall be limited to, and You shall not Use the Software Suite in excess of, the Hardware Port Capacity and other license metrics or limitations in the applicable Entitlement and Documentation.
- e. The Essentials Software Suite and Advanced Software Suite are licensed solely for Use with a specific Hardware device. You do not have the right to Port the license entitlements to the Software, except as expressly permitted under Section 3 (Portability) below.
- f. Please note You need to use Cisco Smart Licensing with the Software Suite. Each license to the Software Suite is subject to You enabling Smart Licensing for the Software Suite. Cisco Smart Licensing is described in the Smart Licensing terms available at: <http://www.cisco.com/c/dam/en/us/products/collateral/smart-licensing-agreement.pdf>.
- g. The software image that contains a Software Suite might contain additional programs, features and functionality that are not included within the scope of the license that You have purchased to the Software Suite (e.g., a software image might contain the Essentials Software Suite and Advanced Software Suite, even if You have purchased a license to the Essentials Software Suite only). Any such software is subject to separate license and payment. The programs, features and functionality that are within the scope of a license to the Essentials Software Suite and the Advanced Software Suite are identified in the applicable Documentation.

PORTABILITY:

- a. Subject to Your compliance with the Agreement including, without limitation, Section 3.b of this SEULA, You may Port the license entitlements for the applicable Software Suite solely in accordance with the applicable Portability Tiers, provided that (i) You have purchased the Hardware from an Approved Source; (ii) You have purchased a Software Innovation Access Subscription, without interruption, across Your entire deployment of the applicable Software Suite; and (iii) You have purchased a Software Maintenance contract, without interruption, across Your entire deployment of the applicable Software Suite.
- b. You agree that:
 - i. Failure to maintain a Software Innovation Access Subscription across Your entire deployment of the applicable Software Suite automatically terminates the rights granted in Section 3.a above. You can reinstate an expired Software Innovation Access Subscription in accordance with the terms of the Software Innovation Access Subscription. Once the Software Innovation Access Subscription is reinstated (and provided Section 3.b.ii is satisfied), then Your right to Port resumes.
 - ii. Failure to maintain a Software Maintenance contract across Your entire deployment of the applicable Software Suite automatically terminates the rights granted in Section 3.a above. You can reinstate an expired Software Maintenance contract in accordance with Cisco's standard support reinstatement policy. Once the Software Maintenance contract is reinstated (and provided Section 3.b.i is satisfied), then Your right to Port resumes.
 - iii. Individual components of a Software Suite are not portable individually.
 - iv. Once a Software Suite license entitlement is Ported to a different Hardware device, the Software must be deactivated on the previous Hardware device.

Attachment to SEULA

Software Innovation Access for Cisco IOS XR Essentials Software Suite and Advanced Software Suite

Purchase of a Cisco® Software Innovation Access Subscription for the Cisco IOS XR Essentials Software Suite and Advanced Software Suite, as applicable (“SIA Subscription”) entitles You to receive Feature Releases and, if applicable, license portability rights, during the term of the SIA Subscription, as described below. Each initial term begins on the day the underlying Cisco Software is made available to You and lasts for the period of time identified in the relevant purchase order. Renewals will begin on the date identified in the purchase order or the day a reinstatement fee is paid, whichever applies. “You” means the individual or legal entity that has purchased the SIA Subscription.

An SIA Subscription is only available for certain eligible Cisco-branded software product(s) (“Cisco Software”). Each Cisco Software license covered by an SIA Subscription must also be supported by a Cisco software support and maintenance contract. In addition, You must purchase SIA Subscription coverage across Your entire deployment of the applicable Cisco Software product.

Cisco Responsibilities

Feature Releases

For eligible Cisco Software covered by an SIA Subscription, Cisco will make available access to Feature Releases. Feature Releases are available for electronic download for Cisco Software releases that have been validly licensed and covered under the current SIA Subscription. Please note that You will not have the right to download or activate a Feature Release following the end-of-sale date of the release or following expiration or termination of an SIA Subscription. At the expiration of an SIA Subscription, You may continue to use solely the licensed Feature Release that is running on the applicable Hardware device as of the expiration of the SIA Subscription in accordance with the EULA and any applicable SEULA. An SIA Subscription does not provide for any custom feature development or feature acceleration.

“Feature Releases” means Major Releases and Minor Releases (as defined in the Glossary of Terms https://www.cisco.com/c/dam/en_us/about/doing_business/legal/service_descriptions/docs/terms.pdf) of the applicable Cisco Software, if and when available during the term of the SIA Subscription. Please note that new Major Releases and new Minor Releases of Cisco IOS XR Software are identified by a .1 in the hundredths place of the release name (i.e., x.x.1) and such x.x.1 releases will be included in Feature Releases.

License Portability

If the applicable SEULA grants the right to reassign license entitlements for eligible Cisco Software, then such right is conditioned upon the purchase of this SIA Subscription.

Please note that license portability and Feature Releases do not provide upgrades from one type of license or license suite to another (for example, from a standard or essentials license to an enhanced or advanced license).

Customer Responsibilities

An SIA Subscription requires You to:

- Ensure that all eligible licenses across Your entire deployment of a given Cisco Software product are under both (i) active SIA Subscription coverage and (ii) active Cisco software support and maintenance coverage.
- Monitor and renew SIA Subscriptions prior to expiration to maintain coverage. Prior to the end of each term, You must renew the SIA Subscription for Your entire deployment of a given Cisco Software product to be entitled to receive the benefits of an SIA Subscription. If You wish to reinstate an SIA Subscription on any Cisco Software at any time after expiration, You are required to pay: (i) the amount that You would have paid for an SIA Subscription for the Cisco Software between the date of expiration and the date of reinstatement (“Lapsed Period Fee”); (ii) a reinstatement fee of twenty percent (20%) of the Lapsed Period Fee if Your reinstatement is more than thirty (30) days after the date of expiration; and (iii) the then-current SIA Subscription fee for the new SIA Subscription term.
- Download only the number of copies of licensed Cisco Software when upgrading such Software. An SIA Subscription does not entitle You to use more than the number of licenses purchased from Cisco or an authorized Cisco reseller.
- Provide information requested by Cisco to verify that You have a valid license to the Cisco Software. Cisco may suspend or terminate an SIA Subscription if You do not (i) have valid licenses to the Cisco Software or (ii) pay the requisite license, SIA Subscription, or support and maintenance fees.
- Cease using the previous release of a given Cisco Software product following Your installation of a new release provided in connection with an SIA Subscription. You are not permitted to re-use or transfer the previous release.