



# 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: Open Media Distribution

Table 1. SOFTWARE ENTITLEMENT:

<u>Product</u>	<u>License Metric</u>	<u>License Duration</u>
Open Media Distribution Software	User	Perpetual
Open Media Distribution Analytics Software	User	Perpetual

### ADDITIONAL RIGHTS AND RESTRICTIONS:

- **License.** Conditioned upon compliance with the terms and conditions of the Agreement, Cisco grants to Customer nonexclusive, non transferable, worldwide, royalty free license to use the OMD Software and the Documentation to provide Multiscreen web and video content delivery (“Content Services”) to End Users, subject to the applicable time period and capacity limitations (“Usage Rights”) set forth in the product description or Purchase Order. The foregoing license does not transfer or convey to Customer or any third party any right, title or interest in or to the OMD Software or Documentation or any associated intellectual property rights, but only a limited right of use revocable in accordance with the terms of the Agreement.
- **Restricted Version and Use.** Customer may install and use the OMD Software solely for the purpose of operating Customer’s service for the management and delivery of Content to End Users. Customers are purchasing the rights to the then current Major Release of the OMD Software and its associated Minor and Maintenance Releases. Customer’s license specifically may exclude any subsequent Major Releases of the OMD Software, which Cisco may provide free of charge or with associated upgrade fee at Cisco’s discretion. No other Updates, upgrades, or other OMD Software releases are licensed by Cisco to Customer hereunder. Cisco designates Major Releases as a change in the ones digit of the OMD Software version number [(x).x.x]. Cisco designates Minor Releases as change in the tenths digit of the OMD Software version number [x.(x).x]. Cisco designates Maintenance Releases as change in the hundredths digit of the OMD Software version number [x.x.(x)]. In general, Major and Minor releases introduce new functionality. In general, maintenance releases introduce defect resolutions and security improvements.
- **Customer Warranties.** Customer represents, warrants and covenants that (i) it shall only use the OMD Software to provide multiscreen Content delivery Services to its End Users only as permitted by any

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Usage Rights limitations set forth in the Purchase Order. If Customer wishes to utilize the OMD Software beyond the Usage Rights, Customer shall be obligated to place a Purchase Order with Cisco to procure such additional Usage Rights as soon as is reasonably practical. Cisco products and services are intended for lawful use only. Customer is solely responsible for ensuring that it has appropriate licenses and authority for any copyrighted content it uses.

- Content. As between Cisco and Customer, Customer is and will be solely responsible for the creation, renewal, updating, deletion, editorial content, control, maintaining any and all backup, and all other aspects of any files, software, scripts, multimedia images, graphics, audio, video, text, data or other objects, including any third party content or materials, originating or transmitted from any location owned or operated by Customer, in any medium, which is transmitted or delivered by Customer using the OMD Software ("Customer Content"). Customer owns all right, title, and interest in the Customer Content, or possesses or will possess all legally valid rights in the Customer Content necessary to use the Customer Content. Customer shall be solely responsible for maintaining the availability of its networks, web site(s) and any other medium for the delivery of Content services, and all Customer Content, IP addresses, domain names, hyperlinks, databases, applications and other resources as necessary for Customer to operate and maintain its services to meet Customer's business purposes and objectives.
- Indemnities by Customer. Customer shall defend, indemnify, and hold Cisco harmless from and against any suit, proceeding, assertion, damages, cost, liability, and expenses (including court costs and reasonable attorneys' fees) incurred as a result of claims by any third party against Cisco and its Affiliates, licensors, suppliers, subcontractors, officers, directors, employees and agents arising from or connected with any Customer Content and any other materials provided by Customer to Cisco, Customer's services (including without limitation any activities or aspects thereof or commerce conducted thereon), Customer's misuse of the OMD Software, unauthorized modification of the OMD Software, or unauthorized combination of the OMD Software with any hardware, software, products, data or other materials not specified or provided by Cisco.
- Open Source Software. The OMD Software includes open source software. Despite anything to the contrary in the EULA or this supplement, the open source software is governed by the terms and conditions of the applicable open source license. The open source software, the applicable open source licenses and other open source notices may be identified in the open source software documentation or OMD Open source Software documentation that can be found under the next link:

<https://software.cisco.com/download/special/release.html?config=c15c454404b7dd3686fc16b831cb5089> Customer agrees to comply with all such licenses and other notices.