



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 the terms of this SEULA.

SUPPLEMENTAL LICENSE TERMS FOR: Stealthwatch Products referenced below

Table 1. SOFTWARE ENTITLEMENT:

This SEULA covers Software Entitlement related to any Software included within the Products listed below:

Products

All Stealthwatch branded Software products, including but not limited to the following and successor versions thereof:

Stealthwatch Flow Rate License
Stealthwatch Management Console
Stealthwatch Management Console Virtual
Stealthwatch Flow Collector
Stealthwatch Flow Collector Virtual
Stealthwatch Flow Sensor
Stealthwatch Flow Sensor Virtual
Stealthwatch UDP Director
Stealthwatch UDP Director Virtual
Stealthwatch Endpoint Licenses
Stealthwatch Threat Intelligence License

DEFINITIONS:

- “Cisco Threat Content” means any Cisco provided threat intelligence, content or data including, but not limited to, rules, signatures, threat data feeds or suspicious URLs and IP address data feeds for use with any Cisco product or service.

- “Cloud Service” means a Cisco hosted software-as-a-service offering or feature that is included with a license or subscription to the Products as an optional feature or is available through an add-on purchase to the license or subscription to the Products.
- “Network Flow Data” means metadata regarding IP network traffic that describes and characterizes connections made over a network, including data elements such as IP addresses and port numbers for source and destination endpoints, protocols, traffic volume, timestamps, and network interfaces utilized.
- “Personal Data” has the same meaning given to Personal Information in Cisco’s [Privacy Statement](#).
- “Products” shall mean the Cisco security products listed in Table 1.
- “Telemetry Data” means information generated by instrumentation and logging systems created through the use and operation of the Products, such as, but not limited to, Network Flow Data, the Stealthwatch user contact information, device MAC addresses, user names, host group ID’s, and security group tag IDs, and metadata regarding the usage of the Products.

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

- (1) Telemetry Data. Cisco may collect Telemetry Data related to Your use of the Software in order to deliver, maintain, improve, and/or analyze the effectiveness of, the Software and related Products. You acknowledge that Cisco may freely use any non-personal Telemetry Data that does not identify You or any of Your users. Some Telemetry Data that Cisco collects from a Product, or that You provide or make accessible to Cisco as part of Your use of a Product, is necessary for the essential use and functionality of such Product. Telemetry Data is also used by Cisco to provide associated services such as technical support and to continually improve the operation, security efficacy and functionality of the Product. For those reasons, You may not be able to opt out from some of the Telemetry Data collection other than by uninstalling or disabling the applicable Product or feature. Please see the applicable Documentation for the Products for information on how to configure the Products to limit some of the Telemetry Data that can be collected.
- (2) Data Protection. Personal Data included within Telemetry Data may be shared by Cisco only (x) within Cisco and any of our worldwide subsidiaries and with our authorized contractors for the above authorized purposes; (y) as necessary to comply with law and subject to Cisco’s policy on law enforcement requests at <http://www.cisco.com/c/en/us/about/trust-transparency-center/validation/report.html>; and (z) otherwise with Your written consent. Cisco will use Personal Data only in accordance with the Agreement, this Supplemental End User License Agreement, and Cisco’s [Privacy Statement](#). Cisco may process and store Personal Data in the United States or outside of the country where it was collected. You are responsible for providing all required notices to Your users and obtaining all required consents from Your users regarding the processing and transfer of Personal Data including international transfers. Cisco will only transfer Personal Data consistent with applicable law. To the extent Cisco processes any Personal Data from the EEA or Switzerland on behalf of You, we will do so in a manner consistent with the relevant EU-US or Swiss-US Privacy Shield Principles (“Principles”) (see www.commerce.gov/privacysshield) or successor frameworks. Where Cisco transfers Personal Data from an APEC Member Economy on behalf of You, Cisco will perform such processing in a manner consistent with the APEC Cross Border Privacy Rules Systems requirements (“CBPRs”) (see www.cbprs.org) to the extent the requirements are applicable to Cisco’s processing of such data. If Cisco is unable to provide at least the same level of protection as required by the Principles or CBPRs, Cisco will promptly notify You and cease processing.
- (3) Cisco Threat Content. If Your use of a Product requires or permits You to use any Cisco Threat Content, then You (and Your agents acting on your behalf) may only use such Cisco Threat Content for Your use with such Product and with those third-party products or services offerings that Cisco has identified as being compatible. You agree not to provide Cisco Threat Content to a third party.
- (4) Optional Cloud Services. If You elect to enable any Cloud Service included with your subscription or license to the Products (e.g. Cognitive Intelligence, also known as Cognitive Threat Analytics) or through an add-on purchase of such Cloud Service, Your use of such Cloud Service is governed by the Cisco Universal Cloud Agreement and the applicable Offer Description (if one is available) located at <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html>.