



# 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:** Cisco WAN Automation Engine (WAE) (version 7.1.2 and above) with Software Innovation Access Subscription

Table 1. SOFTWARE ENTITLEMENT:

<u>Product</u>	<u>License Metric</u>	<u>License Duration</u>
Cisco WAN Automation Engine (WAE) (version 7.1.2 and above)	Server and Network Element (each required; see below)	Perpetual

### DEFINITIONS:

- “**Active Server**” means a server used in a production environment.
- “**Lab Server**” means a server used solely in a non-production testing or development environment.
- “**Manage**” means to Use the Software to monitor or exchange information with certain Network Elements.
- “**Network Element**” means, as applicable, a virtual or physical router, switch, server, or network function in Your network.
- “**RTM**” means the right to Manage a Network Element.
- “**Software**” means the Cisco WAN Automation Engine (WAE) software (version 7.1.2 and above).
- “**Software Innovation Access Subscription**” means the Software Innovation Access program description attached to and incorporated into this SEULA.
- “**Standby Server**” means a server that is not in use in a production environment unless the Active Server, which it backs up, fails.

### ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

- WAE Software Production License. To Use the Software in a production environment, You must have *each* of the following:
  - A valid **Active Server license** for each copy of the Software loaded into the memory of an Active Server; and

- A valid **RTM license** for each Network Element (whether physical or virtual) that is Managed by the Software running on an Active Server. RTM licenses for Managed Network Elements are categorized by specific device type, as identified in the Entitlement.
  - A single Active Server license and its corresponding RTM licenses can only Manage a single Network. If You wish to Manage additional Networks, You must purchase separate Active Server licenses and corresponding RTM licenses.
  - Cisco may make the Software available in suites with varying features and functionality, as identified in the Entitlement and Documentation. If You have an Active Server license for a particular Software suite, You must have the corresponding RTM licenses for that particular suite (for example, Active Server licenses for WAE Planning Premium and RTM licenses for WAE Planning Premium in the required type(s) and quantity/(ies)).
- WAE Software Standby Server License. To Use the Software on a Standby Server, You must have a valid **Standby Server license** for each copy of the Software loaded into the memory of the Standby Server. You are permitted to Use a single Standby Server solely to back up a single Active Server and must have valid licenses for each. You are not permitted to Use the Standby Server to Manage Network Elements unless the Active Server, which the Standby Server backs up, fails.
  - WAE Software Lab Server License. To Use the Software on a Lab Server, You must have a valid **Lab Server license** for each copy of the Software loaded into the memory of the Lab Server. You are permitted to Use the Lab Server solely in a non-production testing or development environment to Manage up to an aggregate total of one hundred (100) non-production physical Network Elements and VNFs; this cap is a single limit that applies to both physical Network Elements and VNFs, i.e., not a separate limit for each, unless otherwise stated by Cisco in writing. The term of a Lab Server license is limited to a term of three months, unless otherwise stated by Cisco in writing.
  - Portability. Subject to Your purchase of a Software Innovation Access Subscription and Your compliance with its terms and conditions, You may reassign the RTM licenses between the Network Elements owned or leased by You or between Your networks, provided that (i) You provide prior written notice to Cisco, and (ii) the number of Software licenses being reassigned does not exceed the number of licenses You have purchased. You may not reassign the server licenses between Your networks.
  - Independent Development. Any products, software or technologies that either party may design or develop that rely on the Software, and any intellectual property rights arising therefrom, will not impair the other party's right to independently design, develop, license or use commercial products and offerings that rely on the Software.
  - Disclaimer Regarding NIMOs. Network interface modules (also known as NIMOs) provide the connectivity between the Software and differing types of Network Elements. Network Elements and their associated functionality are constantly evolving and therefore, NIMOs will not support all possible devices, capabilities, or use cases.
  - APIs. Cisco may be providing You with API software currently at no charge. However, nothing restricts Cisco's right, now or in the future, to monetize the API software. At which point You may be required to pay a license fee in order to Use the API software.

## Attachment to SEULA

### Software Innovation Access for Cisco WAN Automation Engine (WAE) (version 7.1.2 and above)

Purchase of a Cisco® Software Innovation Access Subscription for the Cisco WAN Automation Engine (WAE) (version 7.1.2 and above) (“**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. All eligible Cisco Software is licensed under the terms of the Cisco End User License Agreement (“**EULA**”), including any applicable Supplemental End User License Agreements (“**SEULAs**”), available at: <http://www.cisco.com/go/softwareterms>.

#### 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 access to download a Cisco Software release following the end-of-sale date of the release. 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](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.

##### 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 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.