# cisco

# Cisco Enterprise Agreement 2.0 Program Terms for End Users

#### 1. Program Overview

- 1.1 <u>EA Program.</u> The Cisco Enterprise Agreement 2.0 buying program (the "**EA Program**") provides You access to certain Cisco Technology and Services offered as Suites and Add-ons.
- 1.2 <u>Applicable Terms.</u> These terms ("**EA Program Terms**") together with the applicable Enrollment Descriptions and End User Information Form ("**EUIF**"), which are incorporated by this reference, govern the EA Program. The End User Terms govern Your Use of the Cisco Technology and Services purchased under the EA Program ("**Purchased Suites**"). Any capitalized terms not defined in these EA Program Terms have the meanings set out in the End User Terms. You agree to the terms of these EA Program Terms by the earlier of You (a) placing Your initial order for Suites offered under the EA Program with an Approved Source, or (b) signing these Program Terms.

#### 2. Purchases and Adjustments

- 2.1 Ordering. All purchases will be made through Your Approved Source and all pricing will be provided by Your Approved Source. You may purchase Suites under the EA Program after Cisco has received the EUIF signed by Your authorized representative listing (a) Your Participating Affiliates; (b) the Purchased Suites; (c) the Suite Term; and (d) accurate Meter counts for You and all Participating Affiliates. You can then place an order for the Purchased Suites according to the process set forth in Your purchasing agreement with the Approved Source. Your first order under the EA Program must meet the minimum requirements for the EA Program ("Initial EA Order").
- 2.2 Purchasing Additional Suites. You may purchase additional Suites by submitting a new EUIF and order to the Approved Source. Suites and Add-ons purchased after Your Initial EA Order will by default co-terminate with the purchases in the Initial EA Order if there is at least 12 months remaining in the EA Term. The following scenarios must be covered under a new EA Program purchase subject to Cisco's then-current EA Program Terms or through a separate license purchase: (i) You make a purchase of a new Suite or increase Use above Your then-current Entitlement when there is less than 12 months remaining in the EA Term, (ii) You choose not to co-terminate Suites and Add-ons purchased after Your Initial EA Order, or (iii) Embedded Software is delivered within the last 12 months of or after the end of the EA Term. You may purchase Suites or Add-ons after Your initial purchase in an Enrollment only through the Approved Source that sold the initial Suite within that Enrollment.
- 2.3 <u>Services.</u> Basic Services are included in the price of the Purchased Suite and described in the applicable Enrollment Description and End User Terms. Higher levels of Services may be available for You to purchase as described in documentation provided to You at the time of purchase.
- 2.4 <u>Payment Obligations and Growth</u>. The Approved Source relies on the information You provide in the EUIF to establish the EA Commitment. During the Suite Term, Your EA Commitment may increase as a result of increases in Use or Your purchase of additional Suites or Add-ons.

- a. True Forward. "True Forward" is Cisco's periodic review and prospective billing process for increases in Use above Your then-current Entitlement. Cisco will conduct a True Forward review on an annual basis. At a True Forward review, if Your Use is greater than Your thencurrent Entitlement for the measured Suite or Add-on, then (i) You will be invoiced and will pay for all charges for such increased Use for the remainder of the Suite Term, and (ii) Your Entitlement for that Suite or Add-on will be adjusted on a going-forward basis to the increased Use level.
  - i. Initial Growth Cap. If Your Use at any time during the first six months of the Suite Term exceeds 105% of Your then-current Entitlement ("Initial Growth Cap"), then Cisco has the right to (1) issue to Your Approved Source(s) a True Forward invoice for all associated charges for such increased Use over the applicable Entitlement for the remainder of the Suite Term, after accounting for any applicable Growth Allowance; and (2) adjust Your Entitlement for that Suite or Add-on on a going-forward basis to the increased Use level.
  - ii. Growth Allowance. Certain Suites (as specified in the Enrollment Descriptions) are eligible for a set amount of free growth ("Growth Allowance") after the first six months of the Suite Term. For eligible Suites, at the time of Your next True Forward invoice, Cisco will charge Your Approved Source for increased Use above Your initial Entitlement (which may have already increased up to 105% during the first six months) minus any specified Growth Allowance.
- b. Verification. Cisco may request Your assistance to verify the quantity of Cisco Software You have Used, to accurately calculate Your True Forward payment obligation. If Cisco reasonably believes You have Used a greater quantity of Software than Your then-current Entitlement, upon request from Cisco and no more than once per 12-month period, You will provide verification information (such as order records) regarding the quantity of Software You have Used.
- 2.5 <u>Value Shift.</u> Value Shift is only available for certain Suites. If You purchase a Suite that is eligible for value shift (as specified in the Enrollment Descriptions), then during a True Forward review, the residual value of any purchased but unused licenses in the applicable Suite will automatically be applied to offset fees for increased Use of other licenses within the same Suite.
- 2.6 <u>Price Predictability.</u> True Forward charges will be based on not-to-exceed pricing as provided to You by Your Approved Source. The pricing and discount terms for specific Suites apply only to the Approved Source You selected for the applicable Suites.
- 2.7 <u>Responsibility for Affiliates.</u> Your payment obligation will be based on the EA Commitment by You and any Participating Affiliates. You remain responsible for all actions and payment of all charges incurred by You, any of Your Participating Affiliates, or any individual otherwise permitted by You or any of Your Affiliates to access or order Suites and Add-ons. In addition, You will provide Your Approved Source with an updated list of Participating Affiliates to ensure compliance with the EA Program.

#### 3. Term & Termination

- 3.1 <u>EA Term.</u> These EA Program Terms will remain in effect until expiration or termination of all the Suites and Add-ons purchased in Your Initial EA Order ("**EA Term**").
- 3.2 <u>Suite Term.</u> The Suite Term for each Purchased Suite will commence on the Suite Start Date and last for the period set forth in the EUIF, or as specified in the order with the Approved Source, unless terminated in accordance with section 4(c)(i), below.

#### 3.3 Termination

- a. Either party may terminate these EA Program Terms or a Purchased Suite if the other party materially breaches these EA Program Terms and does not cure the breach within 30 days of written notice of the breach. If You materially breach these EA Program Terms (including for non-payment of undisputed fees to the Approved Source), Cisco may suspend Your access to the EA Program (including Use of specific Suites or Add-ons, or resources such as the Cisco EA Tool) after providing You notice and an opportunity to cure as set forth in this section.
- b. Other than as provided in this section 3 and to the extent permitted by law, these EA Program Terms and any orders accepted under these EA Program are non-cancellable and may not be terminated.

#### 3.4 Consequences of Termination or Expiration of a Suite Term

- a. If these EA Program terms terminate pursuant to Section 3(c)(i), or if the Suite Term You have purchased under the EA Program expires, then any rights to access or Use Cisco Technology or Services, and the Cisco EA Tool, and resources available as part of the EA Program, will terminate.
- b. If You terminate for Cisco's uncured material breach of these EA Program Terms, Cisco will provide a refund to the Approved Source for the remaining pro rata portion of amounts prepaid to Cisco attributable to the period after termination.
- c. If Cisco terminates for Your material breach, You will pay Your Approved Source all unpaid fees through the end of the then-current Suite Term for all terminated Suites.

#### 4. Delivery, Tax, and Customs

- 4.1 <u>Delivery.</u> Cisco will make electronically delivered Software available to You and Your Affiliates in the transaction country of record and You are responsible for distributing such Software across Your organization. Software delivered on newly purchased Cisco hardware will be made available to You and Your Affiliates at the address provided with the purchase order for the Cisco hardware, and for purchases of Cisco hardware You must use the EA Tool during the setup of Your Cisco EA.
- 4.2 <u>Embedded Software</u>. During the Suite Term, for Purchased Suites that include Embedded Software, the value of Embedded Software will be deducted from the purchase price of the related Cisco hardware. If You are required to pay an Importation Fee, Your jurisdiction may use the value of both the hardware and Embedded Software to calculate the Importation Fee. Accordingly, the Importation Fee on the value of the combined products may be higher than if calculated solely using the price of the hardware.

#### 5. Interpretation

- 5.1 <u>Order of Precedence.</u> If there is a conflict between these EA Program Terms, EUIF, Enrollment Description, and the End User Terms, the order of precedence for any Purchased Suite is: the EUIF, the Enrollment Description, these EA Program Terms, and then the End User Terms.
- 5.2 <u>Assignment & Transfer.</u> Neither these EA Program Terms, nor any right or obligation herein may be assigned or transferred by a party (including under Cisco's Software Transfer and Relicensing Policy) without the other party's prior written consent, which may not be unreasonably conditioned, withheld, or delayed. However, to continue providing You with the benefits of the EA Program, Cisco may assign or transfer its obligations (in whole or in part) upon written notice to You in the event of an acquisition of business assets to which these EA Program Terms relate. Any attempted assignment without the other party's consent shall be void and of no effect. When validly assigned or transferred, these EA Program Terms will bind and inure to the benefit of the parties and their successors and assigns.

- 5.3 <u>Entire Agreement.</u> These EA Program Terms together with the applicable Enrollment Descriptions, End User Terms, and EUIF constitute the entire agreement between the parties concerning the purchase of Cisco Technology and Services under the EA Program and supersede all prior oral or written communications between the parties.
- 6. **Definitions**. These terms have the meanings specified below.

"**Add-On**" means an optional Cisco Technology and Services offering that is available as an add-on purchase to an underlying Suite.

"**Cisco EA Tool**" means the applicable platform, website, tool, or portal that Cisco makes available to You under the EA Program from time to time to enable You to: (i) view and manage Your Entitlement, Use, and the Suites and Add-ons; and (ii) access information about the EA Program.

**"EA Commitment**" means Your purchase commitment in the Purchased Suite for You and all Participating Affiliates.

"Embedded Software" means Software that is delivered on newly purchased Cisco hardware.

"End User Terms" means:

- a. for Cisco Technology, the End User License Agreement ("EULA"), including applicable Product Specific Terms, available at http://www.cisco.com/go/eula, or equivalent written agreement between You and Cisco for accessing and using Cisco Technology, (the "Licensing Terms"); and
- b. for Services, the applicable Service Descriptions available at <a href="https://www.cisco.com/c/en/us/about/legal/service-descriptions.html">https://www.cisco.com/c/en/us/about/legal/service-descriptions.html</a> (collectively the "Services Terms").

**"Enrollment**" means a combination of Suites and Add-Ons belonging to the same Cisco Technology and Services family. Cisco DNA, Cisco Data Center, Cisco Security Choice, Cisco Meraki, Cisco Services, and Cisco Collaboration Flex Plan each represent an Enrollment.

**"Enrollment Description"** means the description of EA Program features applicable to the Cisco Technology and Services in an Enrollment.

**"Entitlement"** means the type, duration, and quantity of Suites and Add-Ons that You have committed to acquire, as adjusted (e.g., as a result of a True Forward).

"EUIF" means the End User Information Form for the Purchased Suite.

"Meter" means the unit of measurement for Cisco Technology and Services Use.

"Participating Affiliates" means Your Affiliates whose Meter counts are included on the EUIF.

"**Services**" means maintenance, technical assistance, or other support provided for the Cisco Technology in a Purchased Suite.

**"Suite**" means a defined combination of Cisco Technology and Services made available under the EA Program.

**"Suite Start Date"** means, with respect to each Purchased Suite, the earliest date any Cisco Technology in the Purchased Suite is made available for You to Use.

"Suite Term" means, with respect to each Purchased Suite, the duration of the Purchased Suite.

**"Use**" means to download, install, activate, provision, enable, or otherwise access Software or Cloud Services available under the EA Program.

**"You"** or **"Your"** means the individual or legal entity purchasing Cisco Technology and Services under the EA Program as identified on the EUIF.

# **Terms and Conditions Acceptance**

I HAVE READ THE TERMS AND CONDITIONS ABOVE AND UNDERSTAND THAT IF AN ORDER IS PLACED, THESE TERMS AND CONDITIONS WILL APPLY TO THE PURCHASED SUITES.

End User Acceptance	
End User	
Authorized Representative Name	
Authorized Representative Title	
Date	
Signature	

# Cisco Enterprise Agreement End User Information Form

End User	
End User's full legal name	Customer name
Address of End User's principal place of business	Customer address (inclusive of the country)

#### **End User's Enterprise**

**List of Participating Affiliates** 

Purchased Suite	s) & Suite Term
	Cisco DNA   Switching   Wireless   Routing   Data Center   Data Center Networking   CloudCenter Suite - (Self-Hosted or SaaS)   Cisco DC MDS   Intersight - (Saas/CvApp or PvApp)   HyperFlex   Intersight Workload Optimizer   Workload Optimization   Container Platform   Cisco AppDynamics
Purchased Suite(s)	ThousandEyes <u>Cisco Meraki</u> Network Infrastructure Suite (MR, MS, MX, MG, MI and MT) Video Systems Suite (MV) Systems Manager Suite (SM) <u>Security Choice</u> Secure Email Cloud Mailbox Defense Secure Web Appliance Cloudlock Umbrella Secure Endpoint Secure Access by Duo Secure Network and Cloud Analytics Secure Firewall Identity Service Engine (ISE) Secure Workload Cisco Vulnerability Management AnyConnect Cisco Defense Orchestrator (CDO) Secure Endpoint Virtual Private Cloud Secure Malware Analytics Security Analytics and Logging

	Cyber Vision Cisco Talos Incident Response <u>Cisco Services</u> Cisco DNA Switching Cisco DNA Wireless Cisco DNA for SD-WAN and Routing Data Center- ACI
Suite Term	

# Cisco Enterprise Agreement for Cisco DNA

#### **Cisco DNA for Switching Suite**

Hardware Model	Advantage Quantity	Premier Quantity	Add-On Quantity

#### **Cisco DNA for Wireless Suite**

Hardware Model	Advantage Quantity	Premier Quantity	Add-On Quantity

#### **Cisco DNA for Routing Suite**

Hardware Model	Advantage Quantity	Premier Quantity	Add-On Quantity

# Cisco Enterprise Agreement for Cisco Data Center

# Cisco DC Data Center Networking SuiteHardware ModelAdvantage<br/>QuantityDay2Ops<br/>QuantityPremier<br/>QuantityAdd-on<br/>Quantity

#### Cisco Data Center for CloudCenter Suite – Self-Hosted Suite

CloudCenter (Self-Hosted or SaaS)	Configuration
CloudCenter Suite	
Cloud Personalities (one included)	
Incremental Management Units	

#### Cisco Data Center for CloudCenter Suite – SaaS Suite

CloudCenter (Self-Hosted or SaaS)	Configuration
CloudCenter Suite	
Cloud Personalities (one included)	
Incremental Management Units	

#### **Cisco Data Center for MDS Suite**

Hardware Model	Advantage Quantity	Premier Quantity

#### **Cisco Data Center for Intersight Suite - Saas/Connected Virtual Appliance Suite**

Hardware Model	Advantage Quantity	Premier Quantity

#### **Cisco Data Center for Intersight Suite - Private Virtual Appliance Suite**

Hardware Model	Advantage Quantity	Premier Quantity

#### **Cisco Data Center for HyperFlex Suite**

Hardware Model	Advantage Quantity	Premier Quantity

#### **Cisco Data Center for Intersight Workload Optimizer Suite**

Hardware Model	Advantage Quantity	Premier Quantity

#### **Cisco Data Center for Workload Optimization Suite**

Workload Optimization	Device Count

#### **Cisco Data Center for Container Platform Suite**

Container Platform	Node Count

#### **Cisco AppDynamics**

Product Type	Premium Quantity	Enterprise Quantity	Add-on Quantity

### **Cisco Data Center ThousandEyes Suite**

Product Type	Subscription Quantity	Add-on Quantity

# Cisco Enterprise Agreement for Meraki

#### Network Infrastructure Suite (MR, MS, MX, MG, MI and MT)

Pricing Meter	Device Count
Wireless Licenses	
Number of Wireless Devices	
Switches & Mobile Gateway	
Hardware Model	
Hardware Model	
Security & SD-WAN Enterprise Security – Enterprise	
Hardware Model	
Hardware Model	
Security & SD-WAN Enterprise Security – Advanced	
Hardware Model	
Hardware Model	
Security & SD-WAN Enterprise Security – SD-WAN+	
Hardware Model	
Hardware Model	
Insight Licenses	
Large	
Medium	
Small	
Sensor Licenses	
Number of Sensor Devices	

#### Video Systems Suite (MV)

Pricing Meter	Device Count
Camera Licenses	
Number of Cameras	
MV-Sense Licenses	
Number of Endpoints for MV-Sense	

#### Systems Manager Suite (SM)

Pricing Meter	Device Count
Number of Endpoints for SM	

# **Cisco Enterprise Agreement for Security Choice**

#### **Overview**

End User Headcount	Value
Employees and Contractors	
Security Content Users (Employees and	
Contractors with email or Internet access)	

#### Security Choice for Secure Email Suite (formerly Email Security)

License Type	Meter Count
Qualified Licenses	Covered User Count
Optional Licenses	Covered User Count

#### **Security Choice for Cloud Mailbox Defense Suite**

License Type	Meter Count
Qualified Licenses	User Count
Optional Licenses	User Count

# Security Choice for Secure Web Appliance Suite (formerly Web Security Appliance)

ount	License Type
User Count	Qualified Licenses
User Count	Optional Licenses
Use	Optional Licenses

#### Security Choice for Cloudlock Suite

License Type	Meter Count
Qualified Licenses	Covered User Count
Optional Licenses	Covered User Count

#### **Security Choice for Umbrella Suite**

License Type	Meter Count
Qualified Licenses	Covered User Count
Optional Licenses	Covered User Count

#### Security Choice for Secure Endpoint Suite (formerly AMP for Endpoints)

License Type	Meter Count
Qualified Licenses	Endpoint Count
Optional Licenses	Endpoint Count

#### Security Choice for Secure Access by Duo Suite

License Type	Meter Count
Qualified Licenses	Unique User Count
Optional Licenses	Unique User Count

# Security Choice for Secure Network and Cloud Analytics Suite (formerly Stealthwatch)

License Type	Meter Count
Qualified Licenses	Flows per second/Billable Entities Count
Optional Licenses	Flows per second/Billable Entities Count

#### Security Choice for Secure Firewall Suite (formerly NGFW)

License Type	Meter Count
Qualified Licenses	Device Count
Optional Licenses	Device Count

#### Security Choice for Identity Service Engine (ISE) Suite

License Type	Meter Count
Qualified Licenses	Endpoint Session Count
Optional Licenses	Endpoint Session Count

#### Security Choice for Secure Workload Suite (formerly Tetration)

License Type	Meter Count
Qualified Licenses	Workload/Device Count
Optional Licenses	Workload/Device Count

#### Security Choice for Cisco Vulnerability Management Suite (formerly Kenna)

License Type	Meter Count
Qualified Licenses	Device/Application/Instance Count
Optional Licenses	Device/Application/Instance Count
	Count

#### Security Choice for AnyConnect Suite

License Type	Meter Count
Qualified Licenses	Unique User Count
Optional Licenses	Unique User Count

#### Security Choice for Cisco Defense Orchestrator (CDO) Suite

License Type	Meter Count
Qualified Licenses	Device Count
Optional Licenses	Device Count

# Security Choice for Secure Endpoint Virtual Private Cloud Suite (formerly AMP Virtual Private Cloud)

License Type	Meter Count
Qualified Licenses	Endpoint Count
Optional Licenses	Endpoint Count

#### Security Choice for Secure Malware Analytics Suite (formerly Threat Grid)

License Type	Meter Count
Qualified Licenses	Unique User/Daily Submission Count
Optional Licenses	Unique User/Daily Submission Count

#### Security Choice for Security Analytics and Logging Suite

License Type	Meter Count
Qualified Licenses	Gigabyte per day Count
Optional Licenses	Gigabyte per day Count

#### **Security Choice for Cyber Vision Suite**

License Type	Meter Count
Qualified Licenses	Endpoint
Optional Licenses	Device

#### Security Choice for Cisco Talos Incident Response Suite

Purchase	Meter Count
Initial Quantity	Hours <sup>1</sup>
Subsequent Quantity	Hours <sup>2</sup>

- (1) Minimum Initial Quantity must be at least 120 hours.
- (2) Subsequent Quantity purchases for additional hours in any amount, require a change subscription through Your Approved Source.

# **Cisco Enterprise Agreement for Services**

#### **Cisco Services for DNA Switching Suite**

Coverage	Meter Count	Underlying Suite Meter Count
Hardware – Solution Support RMA Level – 8x5 NBD		
Hardware – Solution Support RMA Level – 8x5 NCD		
Hardware – Solution Support RMA Level – 8x5 4hr		
Software – Solution Support		
EA Management Support		

#### **Cisco Services for DNA Wireless Suite**

Coverage	Meter Count	Underlying Suite Meter Count
Hardware - Solution Support RMA Level - 8x5 NBD		
Hardware - Solution Support RMA Level - 8x5 NCD		
Hardware - Solution Support RMA Level - 8x5 4hr		
Software - Solution Support		
EA Management Support		

#### **Cisco Services for DNA for SD-WAN and Routing Suite**

Coverage	Meter Count	Underlying Suite Meter Count
Hardware – Solution Support RMA Level – 8x5 NBD		
Hardware – Solution Support RMA Level – 8x5 NCD		
Hardware – Solution Support RMA Level – 8x5 4hr		
Software – Solution Support		
EA Management Support		

#### **Cisco Services for Data Center for ACI Suite**

Coverage	Meter Count	Underlying Suite Meter Count
Hardware – Solution Support RMA Level – 8x5 NBD		
Hardware – Solution Support RMA Level – 8x5 NCD		
Hardware – Solution Support RMA Level – 8x5 4hr		
Software - Solution Support		
EA Management Support		

# End User Information Form Acceptance

THIS END USER INFORMATION FORM SETS FORTH THE SPECIFICS OF THE END USER'S ENROLLMENT IN THE EA PROGRAM TERMS. THE END USER'S UNDERSIGNED REPRESENTS THAT THEY ARE AUTHORIZED TO SIGN THIS FORM ON THE END USER'S BEHALF AND THAT THE INFORMATION PROVIDED, INCLUDING METER COUNTS FOR THE END USER AND ITS PARTICIPATING AFFILIATES, IS ACCURATE AS OF THE DATE OF SIGNATURE. THE UNDERSIGNED UNDERSTANDS THAT THE APPROVED SOURCE RELIES UPON THE INFORMATION PROVIDED IN THIS FORM TO ESTABLISH THE PRICE QUOTE FOR THE END USER'S PURCHASE.

End User Acceptance	
End User	
Authorized Representative Name	
Authorized Representative Title	
Date	
Signature	

# Cisco DNA Enrollment Description & Supplemental EA Program Terms

This Enrollment Description lists the available Suites and additional terms and conditions that apply to the Cisco DNA Enrollment. You may purchase any or all of the Suites available under the Cisco DNA Enrollment, but the collection of Cisco Technology that comprise a Suite may not be modified.

Suite	Included Licenses	License Type	Licensing Terms	Meter	
<b>Cisco DNA for</b>	Advantage Tier				
Switching <sup>1</sup>	Cisco DNA Essentials	Software	EULA	Device	
	Core features: basic automation and				
	monitoring				
	Cisco DNA Advantage <sup>2</sup>	Software; Cloud	EULA; ThousandEyes	Device;	
	Core features: advanced automation	Service	OD	Units	
	and monitoring; policy and assurance				
	Includes ThousandEyes Network and				
	Application Synthetics <sup>3</sup>				

- (1) Cisco DNDA for Switching Suites include a license to use Cisco DNA Center that applies to both appliance-embedded and software versions of DNA Center. Please note that, if an embedded appliance-based DNA Center is desired, the appliance(s) must be purchased separately and are not included with the Cisco DNA for Switching Suites.
- (2) Cisco DNA Advantage does not include Secure Network Analytics licenses which are required to leverage the Encrypted Traffic Analytics feature or ISE licenses required to leverage the SD-Access and Network Health Insights features.
- (3) Cloud agent not included. Only test generated from Enterprise Agent vantage points are included. Units are capped as further described in the entitlement summary linked in the ThousandEyes OD.

Suite	Included Licenses	License Type	Licensing Terms	Meter
Cisco DNA for		Advantage Tier		
Wireless <sup>1</sup>	<b>Cisco DNA Essentials</b> Core features: basic automation and monitoring	Software	EULA	Access Point
	<b>Cisco DNA Advantage</b> Core features: advanced automation and monitoring; policy and assurance	Software	EULA	Access Point
	<b>Cisco Spaces See</b> Core features: location-based business insights, networking troubleshooting, and optimization	Software; Cloud Service	EULA; Cisco Spaces OD	Access Point
	<b>Cisco Spaces Extend</b> Includes DNA Spaces See features plus partner integration capabilities	Software; Cloud Service	EULA; Cisco Spaces OD	Access Point
		Optional Add-ons		
	ISE Base + ISE Plus For SD-Access and Network Health Insights	Software	EULA	Endpoint Session
	Stealthwatch Enterprise For Encrypted Traffic analytics Includes Stealthwatch Flow Rate license, Virtual Stealthwatch Management Console, and Virtual Flow Collectors. Also includes access to Cognitive Intelligence, a cloud threat detection feature	Software; Cloud Service	Cisco Stealthwatch Enterprise SEULA; EULA	Flows
	<b>Cisco Spaces Act</b> Includes DNA See, DNA Extend, plus advanced location services and toolkits	Software; Cloud Service	EULA; Cisco Spaces OD	Access Point
	<b>Cisco DNA Endpoint Software for</b> <b>Aironet Active Sensor</b> Simulates, predicts and validates wireless network performance	Software	EULA	Active Sensor

- (1) Cisco Access Points and controllers and Cisco DNA Center Appliance must be purchased separately and are not included with the Cisco DNA for Wireless Suites. Note, if You previously purchased Prime Infrastructure, you will be permitted to continue using it until You transition to the Cisco DNA Center appliance.
- (2) ISE physical and/or virtual appliances must be purchased separately and are not included in the Suite.

Suite	Included Licenses	License Type <sup>2</sup>	Licensing Terms	Meter
Cisco DNA for		Advantage Tier		
SD-WAN and Routing <sup>1</sup>	<b>Cisco DNA Essentials</b> Core features: management and connectivity Includes Cisco Umbrella DNS Monitoring, Umbrella App Discovery, Secure Endpoints	Software; Cloud Service	EULA; Cisco Umbrella OD; Cisco SD-WAN OD	Device
	<b>Cisco DNA Advantage</b> Core features: policy and assurance; management and connectivity Includes ThousandEyes WAN Insights and Secure Malware Analytics (File Reputation only) <sup>3</sup>	Software; Cloud Service	EULA; Cisco SD-WAN OD; Cisco Secure Endpoint, and Secure Malware Analytics OD; Cisco Umbrella OD; ThousandEyes OD	Device
		Premier Tier		
	<b>Cisco DNA Essentials</b> Core features: management and connectivity Includes Cisco Umbrella DNS Monitoring	Software; Cloud Service	EULA; Cisco Umbrella OD; Cisco SD-WAN OD	Device
	<b>Cisco DNA Advantage</b> Core features: policy and assurance; management and connectivity Includes Cisco Umbrella App Discovery, and Secure Malware Analytics (File Reputation only)	Software; Cloud Service	EULA; Cisco SD-WAN OD; Cisco Secure Endpoint and Secure Malware Analytics OD; Cisco Umbrella OD	Device
	<b>Cisco Umbrella Secure Internet</b> <b>Gateway (SIG) Essentials</b> Includes Secure Malware Analytics (500 submissions/day)	Cloud Service	Cisco Umbrella OD Cisco Secure Endpoint and Secure Malware Analytics OD	User

- (1) Cisco routers must be purchased separately and are not included with the Cisco DNA for Routing Suites.
- (2) Cisco Umbrella, ThousandEyes WAN Insights, Cisco Secure Endpoint and Cisco Secure Malware Analytics are only available under this Suite as Cloud Services. The SD-WAN control plane is available either as Software or a Cloud Service.

# Supplemental Terms and Conditions

#### Applicable Meters

"Access Point" means a networking device that allows other Wi-Fi devices to connect to a wired network.

"Active Sensor" means a dedicated wireless network sensor designed for assuring optimal performance across the network.

"Daily Submission" means a daily sample file submission for threat analysis.

"**Device**" means a computing, networking, or communications device capable of running the Software or browser plug-ins associated with the Software.

"**Endpoint**" means any device supported by the applicable Software or Cloud Service that is capable of processing data and accessing a network, including but not limited to: (a) personal computers; (b) virtual desktop instances (VDIs); (c) mobile devices; and (d) network computer workstations.

"Endpoint Session" means each unique network connection of an Endpoint, including but not limited to ethernet, wireless, and VPN connections.

"Flows" means network traffic flows per second.

"Units" means the quantity of resources Used by a ThousandEyes test.

"User" means an internet-connected user of the applicable Software or Cloud Service.

#### True Forward

Under the Cisco DNA Enrollment, Your True Forward payment obligation will be calculated using the value shift method. Under the value shift method, if You incur a True Forward payment obligation for a given Suite and You also have Residual Value in the same Suite, Your True Forward payment obligation will be offset by the Residual Value. Any Residual Value applied will be reflected in the True Forward invoice from the Approved Source. Notwithstanding the foregoing, only Use of Cisco DNA licenses will be used in the calculation of Residual Value. Use of security features, such as ISE, Stealthwatch, Umbrella, and under Used bandwidth license entitlements will not be used in the calculation of Residual Value. "**Residual Value**" means the portion of the fees You paid that are attributable to an Under-Used Product, as determined by Cisco. "**Under-Used Product**" means Software or Cloud Service for which You have Used less than Your Entitlement.

If You Use licenses from a premier tier (as reflected in the above tables) that You did not purchase as part of Your Initial Entitlement, the Approved Source may charge You for such Use before the next scheduled True Forward. If You would like to add licenses from a premier tier to Your Entitlement, You may do so at any time by submitting a new order to the Approved Source.

#### Growth Allowance

The Cisco DNA Enrollment does not include a Growth Allowance.

#### **Services**

Basic Services include access to: (1) Support and troubleshooting by telephone or web case submission 24 hours per day, 7 days per week; and (2) Technical and general information on Cisco.com. Cisco will respond to requests: (i) within one hour for Severity 1 and 2 cases; (ii) on the next business day for Severity 3 and 4 cases; and (iii) in accordance with the Cisco Severity and Escalation Guideline (available on Cisco.com). For Software, Basic Services also include: (3) Work-around solutions or patches to reported Software problems; and (4) Major, minor, and maintenance releases. You will be required to update to the latest Software or Cloud Service release to correct a reported problem and facilitate Cisco's ability to provide Services using commercially reasonable efforts.

# Cisco Data Center Enrollment Description & Supplemental EA Program Terms

This Enrollment Description lists the available Suites and additional terms and conditions that apply to the Cisco Data Center Enrollment. You can choose to purchase any or all of the Suites available under the Cisco Data Center Enrollment, but the collection of Cisco Technology that comprise a Suite may not be modified.

Suite	Included Licenses	License Type	Licensing Terms	Meter
Cisco Data Center		Advant	age Tier	
Networking	DCN Advantage Tier License	Software	EULA	Switch Node
		Day2C	)ps Tier	
	Cisco DCN Day2Ops	Software	EULA	Switch Node
	Nexus Dashboard Insights			
		Premi	ier Tier	
	DCN Advantage Tier License	Software	EULA	Switch Node
	DCN Premier Tier License	Software	EULA	Switch Node

Suite	Included Licenses	License Type	Licensing Terms	Meter		
Cisco	Advantage Tier					
CloudCenter	Cisco CloudCenter Advantage	Software;	EULA;	Management		
Suite	Core features: Cost Optimizer, Action	Cloud Service	Cisco CloudCenter	Unit; Cloud		
(Self-hosted	Orchestrator, and Workload Manager		Suite OD	Personality		
or SaaS)	Premier Tier					
	Cisco CloudCenter Advantage	Software;	EULA;	Management		
	Core features: Cost Optimizer, Action	Cloud Service	Cisco CloudCenter	Unit; Cloud		
	Orchestrator, and Workload Manager		Suite OD	Personality		
	Cisco CloudCenter Premier	Software;	EULA;	Management		
	Core features: Premier adapters and	Cloud Service	Cisco CloudCenter	Unit; Cloud		
	adapter SDK for Action Orchestrator,		Suite OD	Personality		
	CI/CD Project Board, and ITSM extension					
	for Workload Manager					

Suite	Included Licenses	License Type	Licensing Terms	Meter	
Cisco	Advantage Tier				
Multilayer	MDS Advantage Tier License	Software	EULA	Switch Node	
Director	Includes DCNM SAN, Enterprise Package				
Switch (MDS)	Pro	emier Tier			
	MDS Premier Tier License	Software	EULA	Switch Node	
	Includes DCNM SAN, Enterprise Package				
	and SAN Insights				

Suite	Included Licenses	License Type	Licensing Terms	Meter
Cisco	Ad	vantage Tier		
Intersight	Cisco Intersight Advantage	Software; Cloud	EULA;	Intersight
(SaaS/	Includes UCS Central and IMC Supervisor	Service	Cisco Intersight OD	Managed
Connected				Device
virtual	P	Premier Tier		
appliance or	Cisco Intersight Advantage	Software; Cloud	EULA;	Intersight
Private virtual	Includes UCS Central and IMC Supervisor	Service	Cisco Intersight OD	Managed
appliance)				Device
	Cisco Intersight Premier	Software; Cloud	EULA;	Intersight
	Includes UCS Director, UCS Central, and	Service	Cisco Intersight OD	Managed
	IMC Supervisor			Device

Suite	Included Licenses	License Type	Licensing Terms	Meter	
Cisco	Adv	vantage Tier			
HyperFlex	<b>Cisco HyperFlex Advantage</b> Core features: scale performance, data protection, and Kubernetes data services	Software	EULA	Server Node	
	Premier Tier				
	<b>Cisco HyperFlex Advantage</b> Core features: scale performance, data protection, and Kubernetes data services	Software	EULA	Server Node	
	<b>Cisco HyperFlex Premier</b> Core features: advanced data protection and application acceleration	Software	EULA	Server Node	

Suite	Included Licenses	License Type	Licensing Terms	Meter		
Cisco	Α	dvantage Tier				
Intersight	Cisco IWO Advantage	Software	EULA	Workload		
Workload	Core features: Workload Optimization,					
Optimizer Suite	Automated Scaling, placement, sizing workloads, Cloud native support					
	Premier Tier					
	<b>Cisco IWO Advantage</b> Core features: Workload Optimization, Automated Scaling, placement, sizing workloads, Cloud native support	Software	EULA	Workload		
	<b>Cisco IWO Premier</b> Core features: Comprehensive full stack visibility, APM tool integration with commercial and Open Source APM tools	Software	EULA	Workload		

Suite	Included Licenses	License Type	Licensing Terms	Meter
Cisco Workload Optimization Manager (CWOM)	Cisco Workload Optimization Manager	Software	EULA	Workload

Suite	Included Products	License Type	Licensing Terms	Meter
Cisco Container Platform	Cisco Container Platform	Software	EULA	Kubernetes Node

- (1) No professional services are included with the AppDynamics Enrollment for Cisco Data Center Networking.
- (2) Not available as Test & Development.
- (3) Not available as Self-Hosted.

Suite	Included License	S	License Type	Licensin	g Terms	Meter
Cisco	Premium		Software; Cloud	EULA;		See
AppDynamics <sup>1</sup>	Enterprise		Service	AppDyna	AppDynamics OD	Enrollment
	Infrastructure Mor	nitoring				Description
	Peak Edition - Re	al User Monitoring				
	Pro Edition - Real	User Monitoring				
	Log Analytics					
	Browser Synthetic Agent <sup>1</sup>	Monitoring - Hosted				
	Browser Synthetic Agent – Per Locat	: Monitoring - Private				
	Browser Synthetic Agent – Unlimited	Monitoring - Private Locations <sup>2</sup>				
	Cisco Secure App	lication <sup>2,3</sup>				
	30 Days Cloud Inc On for Transaction Analytics <sup>3</sup>	lexed Storage Add- n Analytics/ RUM				
	60 Days Cloud Inc On for Transaction Analytic <sup>3</sup>	lexed Storage Add- n Analytics/ RUM				
	90 Days Cloud Inc On for Transaction Analytics <sup>3</sup>	lexed Storage Add- n Analytics/ RUM				
	30 Days Cloud Ind On for Log Analyt	dexed Storage Add- ics <sup>2</sup>				
Suite	Included Licenses	License Type	Licensing Te	rms	Meter	
ThousandEyes	Units	Cloud Service	EULA; Thous OD	andEyes	Unit	
	Endpoint Agents	Cloud Service	EULA; Thous OD	andEyes	User	
	Internet Insights	Cloud Service	EULA; Thous OD	andEyes	Package	

# Supplemental Terms and Conditions (except Cisco AppDynamics and Cisco ThousandEyes)

#### Applicable Meters

**"Cloud Personality**" means the applicable Cloud Services environments for which You are using CloudCenter (*e.g.*, Your Azure, Amazon Web Services, or Google environment).

"Intersight Managed Device" means server, fabric interconnect, or other virtual or hardware device that enables management and other functionality of Cisco Intersight.

"Kubernetes Node" means an individual Kubernetes node managed by Cisco Container Platform.

"Management Unit" means runtime hours, measured in minutes of managed workload running per month.

"Server Node" means Cisco UCS or another server supported by Cisco HyperFlex.

"**Switch Node**" means either: (1) Nexus switch leaf; (2) switch leaf and spine (when NX-OS is deployed); or (3) MDS switch chassis (*e.g.*, 9100, 9300, or 9700).

"**Workload**" means any virtual machine or other individually identifiable virtualized instance, such as a virtual desktop instance, container, bare metal instance or other server equivalent, platform-as-a-service ("PaaS") instance, PaaS database, or storage unit subject to management by the CWOM.

#### True Forward

Under the Cisco Data Center Enrollment, Your True Forward payment obligation will be calculated using the value shift method.

If You Use licenses from a premier tier (as reflected in the above tables) that You did not purchase as part of Your Initial Entitlement, the Approved Source may charge You for such Use before the next scheduled True Forward. If You would like to add licenses from a premier tier to Your Entitlement, You may do so at any time by submitting a new order to the Approved Source.

#### **Growth Allowance**

The Cisco Data Center Enrollment does not include a Growth Allowance.

#### Services

Basic Services include access to: (1) Support and troubleshooting by telephone or web case submission 24 hours per day, 7 days per week; and (2) Technical and general information on Cisco.com. Cisco will respond to requests: (i) within one hour for Severity 1 and 2 cases; (ii) on the next business day for Severity 3 and 4 cases; and (iii) in accordance with the Cisco Severity and Escalation Guideline (available on Cisco.com). For Software, Basic Services also include: (3) Work-around solutions or patches to reported Software problems; and (4) Major, minor, and maintenance releases. You will be required to update to the latest Software or Cloud Service release to correct a reported problem and facilitate Cisco's ability to provide Services using commercially reasonable efforts.

# Supplemental Terms and Conditions for Cisco AppDynamics

#### <u>Meters</u>

The relevant Meters for the AppDynamics Cisco Technology are specified at: https://docs.appdynamics.com/appd/22.x/latest/en/appdynamics-licensing/license-entitlements-and-restrictions.

#### True Forward

You may use additional AppDynamics Cisco Technology licenses beyond your then-current Entitlement, provided You request a minimum of 25 additional license units of the Cisco Technology per order and give Your Approved Source at least 5 business days' prior notice of such order via the Cisco EA Tool (each an "AppDynamics EA Notice").

The AppDynamics EA Notice shall specify the quantity and type of Cisco Technology required by You.

Upon acceptance of an AppDynamics EA Notice, licenses for the requested Cisco Technology will be provisioned to You in the types and quantities specified in the AppDynamics EA Notice.

The price used to calculate any fees for additional AppDynamics Cisco Technology will be established when You place your initial EA order for the AppDynamics Suite under the EA Program, and the Approved Source will charge You on a recurring quarterly basis for each AppDynamics True Forward order. All additional AppDynamics Cisco Technology purchased in a True Forward order will be coterminous with the initial purchase of the AppDynamics Cisco Technology.

#### **Growth Allowance**

The AppDynamics Software, Cloud Services, and Services do not include a Growth Allowance.

#### **Services**

Basic Services are included with the AppDynamics Software or Cloud Services and are set forth in the applicable Licensing Terms.

### Supplemental Terms & Conditions for Cisco ThousandEyes

#### <u>Meters</u>

"K-Units" means a block of 1,000 Units.

"**Package**" means a collection of Internet Insights catalog entries with the same provider type and region, as described in greater detail at <u>https://docs.thousandeyes.com/product-documentation/internet-insights/int-terminology</u>.

"Units" means the quantity of resources Used by a ThousandEyes test.

#### "User" means an internet-connected user of Endpoint Agents.

#### True Forward

Under the Cisco ThousandEyes Suite, Your True Forward payment obligations will be calculated on an annual basis unless Your average monthly Use (as calculated below) in a Quarterly Period exceeds 110% of Your monthly Entitlement, in which case You will be subject to a quarterly True Forward as detailed below. For clarity, any Entitlement to the Cisco ThousandEyes Cloud Service that You have under PID "TE-EMBEDDED", which is typically included as part of other Cisco offerings (e.g., Cisco DNA Advantage), shall not count toward Your Use under the Purchased Suite.

#### **Quarterly True Forward**

At the end of each of the first three quarters of each year of the Suite Term, Cisco will perform a quarterly review of Your monthly Use of the Cisco ThousandEyes Cloud Service for such quarter (each a "Quarterly Period"). If Your average monthly Use (as calculated below) in a Quarterly Period exceeds 110% of Your monthly Entitlement, You will be subject to a quarterly True Forward and You will incur a True Forward payment obligation for the average monthly Use above Your monthly Entitlement, for the remainder of the Suite Term and Your monthly Entitlement will be increased to reflect such new monthly Use.

#### **Quarterly True Forward Calculation**

At the end of each Quarterly Period, Cisco will review Your actual monthly Use for each of the prior 3 months. If Your actual monthly Use in a given month is less than Your monthly Entitlement, You will be deemed to have Used an amount equal to Your monthly Entitlement in such month for purposes of the guarterly True Forward calculation. If Your actual monthly Use in a given month is more than Your monthly Entitlement, the quarterly True Forward calculation for such month will be based on Your actual Use. For example, for Units, if Your monthly Entitlement is 1,000 K-Units per month and You Use 900 K-Units in month 1 of a quarter; 1,200 K-Units in month 2 of a quarter; and 1,250 K-Units in month 3 of such quarter, Your average monthly Use for such quarter would be 1,150 K-Units. In this example, Your average monthly Use would be 115% of Your monthly Entitlement and would trigger a quarterly True Forward event in which You will incur a True Forward payment obligation for an additional 150 K-Units per month for the remainder of the Suite Term and Your new monthly Entitlement will be increased to 1,150 K-Units for the remainder of the Suite Term (subject to further True Forward events). For example, for Endpoint Agents, if Your monthly Entitlement is 1,000 Users per month and You have Use of 950 Users utilizing Endpoint Agents in month 1 of such quarter; 1,050 Users utilizing Endpoint Agents in month 2 of such quarter; and 1,550 Users utilizing Endpoint Agents in month 3 of such quarter, Your average monthly Use for such Quarterly Period would be 1,200 Users. In this example, Your average monthly Use would be 120% of Your monthly Entitlement and would trigger a guarterly True Forward event in which You will incur a True Forward payment obligation for an additional 200 Users per month for the remainder of the Suite Term and Your new monthly Entitlement will be increased to 1,200 Users for the remainder of the Suite Term (subject to further True Forward events).

#### Annual True Forward

For each year of the Suite Term, Cisco will perform an annual review of Your monthly Use of the Cisco ThousandEyes Cloud Service for such year ("Annual Review"). At each Annual Review, if Your average monthly Use (as calculated below) of the Cisco ThousandEyes Cloud Service during the prior 12-month period exceeds Your then-current monthly Entitlement, You will be subject to an annual True Forward payment obligation for the average monthly Use above the then-current monthly Entitlement for the remainder of the Suite Term and Your monthly Entitlement will be increased to reflect Your actual monthly Use.

#### Annual True Forward Calculation

At each annual True Forward, Cisco will review Your actual monthly Use for each of the prior 12 months. If Your actual monthly Use in a given month is less than Your monthly Entitlement, You will be deemed to have Used an amount equal to Your monthly Entitlement in such month for purposes of the annual True Forward calculation. If Your actual monthly Use in a given month is more than Your monthly Entitlement, the annual True Forward calculation for such month will be based on Your actual Use. For example, for Units, if You are entitled to Use 1,000 K-Units per month and You Use 900 K-Units in months 1 through 3 of the Suite Term and 1,000 K-Units in months 4 through 6 and 1,100 K-Units in months 7 through 12 of the Suite Term, Your average monthly Use for such year would be 1,050 K-Units. In this example, You will incur a True Forward payment obligation on the first anniversary of the Suite Start Date for an additional 50 K-Units per month for the remainder of the Suite Term and Your new monthly Entitlement will be increased to 1,050 K-Units for the remainder of the Suite Term (subject to further True Forward events). For Endpoint Agents for example, if Your monthly Entitlement is 1,000 Users utilizing Endpoint Agents per month and You have Use of 950 Users utilizing Endpoint Agents in months 1 through 3 of the Suite Term; 1,000 Users utilizing Endpoint Agents in months 4 through 10 of the Suite Term; and 1,600 Users utilizing Endpoint Agents in months 11 and 12 of the Suite Term, your average monthly Use for such year would be 1,100 Users. In this example, You will incur a True Forward payment obligation on the first anniversary of the Suite Start Date for an additional 100 Users per month for the remainder of the Suite Term and Your new monthly Entitlement will be increased to 1,100 Users for the remainder of the Suite Term (subject to further True Forward events).

#### Initial Growth Cap and Growth Allowance

The Cisco ThousandEyes Cloud Service is not subject to the Initial Growth Cap and does not include a Growth Allowance.

#### Supplemental Terms for Cisco ThousandEyes Internet Insights

Internet Insights is not subject to True Forward.

#### **Services**

Basic Services for Cisco ThousandEyes Cloud Service are set forth at <u>https://www.thousandeyes.com/legal/support</u> and do not include Premium Support, which is available for purchase.

## Cisco Meraki Enrollment Description & Supplemental EA Program Terms

This Enrollment Description lists the available Suites and additional terms and conditions that apply to the Cisco Meraki Enrollment. You may purchase any or all of the Suites available under the Cisco Meraki Enrollment, but the collection of Cisco Technology that comprise a Suite may not be modified.

Suite	Included Licenses	License Type	Licensing Terms	Meter
Network Infrastructure	MR Software (excluding MR-ADV); MS Software; MX Software; MG Software; or MT Software	Software	Cisco Meraki Cloud Networking OD; EULA	Meraki Device
	MI Software <sup>1</sup>	Software	Cisco Meraki Cloud Networking OD; EULA	Meraki Device

Suite	Included Licenses	License Type	Licensing Terms	Meter
Video Systems	MV-ENT Software	Software	Cisco Meraki Cloud Networking OD; EULA	Meraki Device
	MV-SEN Software <sup>1</sup> ; or MV-CA Software <sup>1</sup>	Software	Cisco Meraki Cloud Networking OD; EULA	Meraki Device

Notes:

(1) MI Software, MV-SEN Software and MV-CA Software are optional upgrade licenses that run in conjunction with another license on a single Device. Accordingly, for purposes of calculating Your Use, those Devices running MI Software, MV-SEN Software or MV-CA Software will count as two Devices. If a single Device runs both MV-SEN Software and MV-CA Software, such Device will count as three Devices.

Suite	Included Licenses	License Type	Licensing Terms	Meter
Systems Manager	SM Software	Software	Cisco Meraki Cloud Networking OD;	Endpoint Device
			EULA	

## Supplemental Terms and Conditions

#### Applicable Meters

"**Meraki Device**" means a Cisco Meraki cloud-managed hardware device listed at http://meraki.cisco.com, such as the MR, MS, MV, MX and MG device families, that has been active at any time in the past 30 days. Each Meraki Device is mapped to a corresponding Software license (e.g., MS225-24P-HW maps to LIC-MS225-24P).

"**Endpoint Device**" means a third-party personal device, such as a cellphone or laptop, that is managed by or enrolled in Systems Manager and has been active at any time in the past 30 days.

#### **True Forward Calculation**

Under the Cisco Meraki Enrollment, Your True Forward payment obligation will be calculated using the value shift method. Under the value shift method, if You incur a True Forward payment obligation for a given Suite and You also have Residual Value in the same Suite, Your True Forward payment obligation will be offset by the Residual Value. Any Residual Value applied will be reflected in the True Forward invoice from the Approved Source. **"Residual Value"** means the portion of the fees You paid that are attributable to an Under-Used Product, as determined by Cisco. **"Under-Used Product"** means Software or Cloud Service for which You have Used less than Your Entitlement.

#### **Growth Allowance**

The Cisco Meraki Enrollment does not include a Growth Allowance.

#### Access to Purchased Suites

The Cisco Meraki Enrollment does not utilize the EA Workspace. Subject to Your payment of the applicable fees to the Approved Source, You and Your Participating Affiliates may access the Purchased Suites using the order number(s) sent to You via email.

Device Software is provisioned automatically when the associated Device has been claimed by You in Your Meraki Dashboard account. Network Software and feature Software (for example, Meraki Insight and MV Sense, respectively) are provisioned within Your Meraki Dashboard account.

#### Services

The Basic Services are set forth in the Cisco Meraki Cloud Networking OD.

# Cisco Security Choice Enrollment Description & Supplemental EA Program Terms

This Enrollment Description lists the available Suites and additional program terms that apply to the Cisco Security Choice Enrollment. You may purchase any or all of the Suites available under the Cisco Security Choice Enrollment (provided You satisfy any minimum Suite requirements in effect at the time of Your purchase), but the collection of Cisco Technology that comprise a Suite may not be modified.

Suite	Included Licenses	License Type	Licensing Terms	Meter	Growth Allowance	Value Shift
Secure Email (formerly Email Security)	Cisco Secure Email Gateway Essentials and Cisco Secure Email Cloud Gateway Essentials	Software and Cloud Service	Secure Email, Secure Email Encryption Service, DMP, APP and CMD OD (formerly CES, CRES, DMP, APP and CMD OD); EULA	Covered User	Yes	Yes
	Cisco Secure Email Gateway Advantage and Cisco Secure Email Cloud Gateway Advantage	Software and Cloud Service	Secure Email, Secure Email Encryption Service, DMP, APP and CMD OD (formerly CES, CRES, DMP, APP and CMD OD); EULA	Covered User	Yes	Yes

Notes:

(1) Secure Email Gateway is an on-premise Software offer formerly named Email Security Appliance. Secure Email Cloud Gateway is a Cloud Service offer formerly named Cloud Email Security.

Suite	Included Licenses	License Type	Licensing Terms	Meter	Growth Allowance	Value Shift
Cloud Mailbox Defense	Cisco Cloud Mailbox Defense	Cloud Service	Secure Email, Secure Email Encryption Service, DMP, APP and CMD OD (formerly CES, CRES, DMP, APP and CMD OD); EULA	User	Yes	Yes

Suite	Included Licenses	License Type	Licensing Terms	Meter	Growth Allowance	Value Shift
Secure Web Appliance (formerly Web Security)	Cisco Secure Web Appliance	Software	EULA	Covered User	Yes	No

Suite	Included Licenses	License Type	Licensing Terms	Meter	Growth Allowance	Value Shift
Cloudlock	Cisco Cloudlock	Cloud Service	Cisco Cloudlock OD; EULA	Covered User; App; Add-on	Yes (Cloudlock User only)	Yes

Suite	Included Licenses	License Type	Licensing Terms	Meter	Growth Allowance	Value Shift
Education Umbrella D Essentials Umbrella D	Umbrella DNS Education	Cloud Service	Cisco Umbrella OD; Secure Malware Analytics	Covered User	Yes	Yes
	Umbrella DNS Essentials		OD; EULA			
	Umbrella DNS Advantage(2)					
	Umbrella SIG Education					
	Umbrella SIG Essentials <sup>(3)</sup>					
	Umbrella SIG Advantage <sup>(4)</sup>					

- (1) Each of the Umbrella offers above includes ability to purchase applicable optional add-ons.
- (2) Umbrella DNS Advantage includes Secure Malware Analytics File Reputation (formerly, "AMP Ecosystem File Reputation")
- (3) Umbrella SIG Essentials includes Secure Malware Analytics (500 submissions per day)
- (4) Umbrella SIG Advantage includes Secure Malware Analytics (unlimited file submissions per day) and Secure Malware Analytics Cloud (formerly, "Threat Grid Cloud")

Suite	Included Licenses	License Type	Licensing Terms	Meter	Growth Allowance	Value Shift
Secure Endpoint (formerly AMP for Endpoints)	Cisco Secure Endpoint Essentials or Advantage or Premier	Cloud Service	Secure Endpoint OD; EULA	Endpoint	Yes	Yes
	Cisco Secure Endpoint Education Essentials or Advantage or Premier					

Suite	Included Licenses	License Type	Licensing Terms	Meter	Growth Allowance	Value Shift
Secure Access by Duo	Cisco Duo (Essentials or Advantage or Premier)	Cloud Service	Cisco Duo OD; EULA	Unique User	Yes	Yes
	Cisco Duo Federal (MFA or Access)					
Cisco Duo Education Healthcare (Essentials or Advantage or Premier) Cisco Duo Education Facul (Essentials or Advantage or	Education Healthcare (Essentials or Advantage or					
	Education Faculty (Essentials or					
	Cisco Duo Education Faculty + Student (Essentials or Advantage or Premier)					

Suite	Included Licenses	License Type	Licensing Terms	Meter	Growth Allowance	Value Shift
Secure Cloud and Network Analytics	Cisco Secure Cloud Analytics (formerly, Stealthwatch Cloud) For private network monitoring or public cloud monitoring or Attack Surface Management, formerly Secure Cloud Insights	Cloud Service	Cisco Stealthwatch Cloud OD; EULA	Endpoint (PNM) Effective Megaflow (PCM) Billable Entities (Attack Surface Managemen t)	Yes	No
	Cisco Secure Network Analytics (formerly, Stealthwatch Enterprise) Includes Global Threat Alerts (formerly, Cognitive Intelligence)	Software; Cloud Service	Cisco Stealthwatch Enterprise SEULA; EULA	Flows per second	Yes	No

Suite	Included Licenses	License Type	Licensing Terms	Meter	Growth Allowance	Value Shift
Secure Firewall (formerly NGFW)	Threat Defense Threat (T) License or Threat Defense Threat, Malware and URL (TMC) License Includes Secure Malware Analytics	Software; Cloud Service	Secure Malware Analytics OD; EULA	Device	Yes	Yes

Suite	Included Licenses	License Type	Licensing Terms	Meter	Growth Allowance	Value Shift
Identity Service Engine (ISE)	ISE Device Admin	Software	EULA	Node (ISE Device Admin)	Yes	No
	ISE Essentials, Advantage, Premier	Software	EULA	Endpoint Session	Yes	No

Suite	Included Licenses	License Type	Licensing Terms	Meter	Growth Allowance	Value Shift
Secure Workload (formerly Tetration)	Cisco Secure Workload Protection	Software; Cloud Service	Cisco Secure Workload SEULA; Cisco Secure Workload SaaS OD; EULA	Workload	Yes	Yes
	Cisco Secure Workload Device Visibility	Software; Cloud Service	Cisco Secure Workload SEULA; Cisco Secure Workload SaaS OD; EULA	Device	Yes	Yes

Suite	Included Licenses	License Type	Licensing Terms	Meter	Growth Allowance	Value Shift
Kenna	Cisco Vulnerability Management – Advantage or Premier	Cloud Service	EULA; Kenna.VM, Kenna.AppSec and Kenna.VI+ OD	Device	Yes	Yes
	Kenna.AppSec	Cloud Service	EULA; Kenna.VM, Kenna.AppSec and Kenna.VI+ OD	Application	Yes	Yes
	Kenna.VI+	Cloud Service	EULA; Kenna.VM, Kenna.AppSec and Kenna.VI+ OD	Instance	Yes	Yes

Suite	Included Licenses	License Type	Licensing Terms	Meter	Growth Allowance	Value Shift
AnyConnect	Cisco AnyConnect	Software	Cisco AnyConnect, ASA	Unique	No	No
	Apex License		and CESA SEULA;	User		
			EULA			

Suite	Included Licenses	License Type	Licensing Terms	Meter	Growth Allowance	Value Shift
Cisco Defense Orchestrator (CDO)	Cisco Defense Orchestrator	Cloud Service	Cisco Defense Orchestrator OD; EULA	Device <sup>2</sup>	No	Yes

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Suite	Included Licenses	License Type	Licensing Terms	Meter	Growth Allowance	Value Shift
Secure Endpoint Virtual Private Cloud (formerly, AMP Virtual Private Cloud)	Cisco Secure Endpoint Virtual Private Cloud Subscription Licenses <sup>1</sup>	Software; Cloud Service	Cisco Secure Endpoint OD; EULA	Endpoint	No	Yes

- (1) Compatible appliances must be purchased separately and are not included with the AMP Virtual Private Cloud Suite.
- (2) Based on number of Devices managed by CDO

Suite	Included Licenses	License Type	Licensing Terms	Meter	Growth Allowance	Value Shift
Secure Malware Analytics (formerly, Threat Grid)	Secure Malware Analytics Advanced File Analysis Pack	Cloud Service	Secure Malware Analytics OD; EULA	Daily Submission	No	No
	Secure Malware Analytics Cloud Subscription	Cloud Service	Secure Malware Analytics OD; EULA	Unique User	No	No
	Secure Malware Analytics Content Subscription for Appliance	Software	Secure Malware Analytics OD; EULA	Daily Submission	No	No

Suite	Included Licenses	License Type	Licensing Terms	Meter	Growth Allowance	Value Shift
Security	Cisco Security	Cloud	Cisco Security Analytics	Gigabytes	No	Yes
Analytics and	Analytics and	Service	and Logging OD; EULA	per day		
Logging	Logging					

Suite	Included Licenses	License Type	Licensing Terms	Meter	Growth Allowance	Value Shift
<b>Cyber Vision</b>	<b>Cisco Cyber Vision</b>	Software	EULA	Endpoint	No	Yes

Suite	Service	Documents	Meter	Growth Allowance	Value Shift
Cisco Talos Incident	Core features: Provides services focused on	Cisco Talos Incident Response Retainer	N/A; Use measured in	No	No
Response (CTIR)	incident readiness and response	Service Description <sup>1</sup>	hours		

#### Notes:

(1) CTIR is provided in accordance with the applicable Service Description available at: <u>https://www.cisco.com/c/en/us/about/legal/service-descriptions.html</u>

# Supplemental Terms and Conditions (except CTIR)

#### Applicable Meters

"Add-on" means any separately priced Software component not included in an App.

"**App**" means one of the following core Cisco Cloudlock services licensed in bundles based on the quantity of applications: Cloudlock for Google, Cloudlock for Salesforce, Cloudlock for Dropbox, Cloudlock for Box, Cloudlock for Microsoft Ofice365, Cloudlock for ServiceNow, Cloudlock App Connector for Slack, and Cloudlock for Webex Teams. Note, this list may be revised from time to time.

"Application" means the number of concurrently allowed applications to be registered in the Kenna product.

**"Billable Entities"** means any data object or artifact ingested into the platform that is not one of the following defined asset classes: Finding, Code repository Pull Request, IP Address, Network Interface, DNS Record, or Artifact Record.

**"Covered User"** means the total number of Your internet-connected employees, subcontractors and other authorized individuals covered (i.e., protected) by Your deployment of the Software or Cloud Service, as applicable.

"**Device**" Cisco hardware\* (e.g., routers, switches, and servers), or hardware components (e.g., linecards, nodes and ports) or their virtual equivalent (e.g., virtual switch, virtual server, virtual appliance) that access, use or are managed by the Software or Cloud Service, as applicable. \*may include 3rd party hardware, hardware component or virtual equivalent where applicable

"Daily Submission" means a daily sample file submission for threat analysis.

"**Effective Megaflow**" means one million lines of flow log data generated by the environment monitored by Stealthwatch Cloud and processed by Cisco, measured on a monthly basis.

"**Endpoint**" means any device supported by the applicable Software or Cloud Service that is capable of processing data and accessing a network, including but not limited to: (a) personal computers; (b) virtual desktop instances (VDIs); (c) mobile devices; and (d) network computer workstations.

"Endpoint Session" means each unique network connection of an Endpoint, including but not limited to ethernet, wireless, and VPN connections.

"Flows" means network traffic flows per second.

"Instance" means an instantiation of a physical or virtual machine, as applicable.

"Log Volume" the total aggregate amount of logs in gigabytes that may be processed by the Cloud Services or Software over the measurement period described in Documentation.

**"Node**" means a Cisco Identity Services Engine (ISE) physical or virtual appliance assuming the Policy Service persona.

"**Workload**" means an application, service, virtual machine or other virtualized instance that communicates with and/or is managed by the Software or Cloud Services.

"**Unique User**" means an employee or contractor, or a service provider's subscriber, that is authorized to have access to the Software or Cloud Services.

#### **True Forward Value Shift**

For those Suites in the Cisco Security Choice Enrollment that include value shift (as reflected in the above tables), Your True Forward payment obligation will be calculated using the value shift method. Under the value shift method, if You incur a True Forward payment obligation for a given Suite and You also have Residual Value in the same Suite, Your True Forward payment obligation will be offset by the Residual Value. Any Residual Value applied will be reflected in the True Forward invoice from the Approved Source. "**Residual Value**" means the portion of the fees You paid that are attributable to an Under-Used Product, as determined by Cisco. "**Under-Used Product**" means Software or Cloud Service for which You have Used less than Your Entitlement.

#### Growth Allowance

For those Suites in the Cisco Security Choice Enrollment that include a Growth Allowance (as reflected in the above tables), the Growth Allowance is 20%. During the Suite Term, You may Use up to 120% of the Initial Entitlement without incurring any additional fees. The True Forward is calculated once You exceed the Growth Allowance. For clarity, if You exceed the Initial Entitlement but do not exceed the Growth Allowance, You will not incur any True Forward fees.

#### Services

Except for Cloudlock, Duo, and Umbrella (discussed below), Basic Support Service is provided in accordance to the service description available at: <u>https://www.cisco.com/c/dam/en\_us/about/doing\_business/docs/cisco-software-support-service.pdf</u>. Cisco Umbrella and Cloudlock require Software Support Enhanced in accordance to the previously referenced service description. Basic Services for Duo are set forth at <u>https://duo.com/support</u> and do not include Duo Care, which is available for purchase.

# Supplemental Terms for CTIR

#### **Initial Growth Allowance**

The CTIR Suite is not subject to the Initial Growth Allowance.

#### **True Forward**

The CTIR Suite is not subject to True Forward. Additional CTIR hours may only be purchased with a change subscription through Your Approved Source.

#### Services

CTIR is stand-alone service and excluded from basic Services.

# Cisco Services Enrollment Description & Supplemental EA Program Terms

This Enrollment Description lists the available premium level Services Suites that you may purchase in addition to any Suite in the Cisco DNA or Data Center Enrollment (each an "**Underlying Suite**") and the additional terms and conditions that apply to the premium level Services Suites available under this Enrollment.

Each Services Suite provides premium support for: (i) all Your Devices as determined by the Services Install Base Assessment (described below); (ii) any additional Devices you purchase during the Services Suite Term; and (ii) the Cisco Technology as determined by Your Underlying Suite Meter Count. The EA Program Terms applicable to Your Underlying Suite(s) and to any added Services Suites.

Services Suite	Services	Services Terms	Meter
Cisco Services for DNA Switching	<b>Cisco Solution Support for DNA</b> <b>Switching</b> Core features: 24x7 technical support, primary point of contact, 3 <sup>rd</sup> party product support coordination, hardware replacement	Service Description <sup>1</sup>	Device
Cisco Services for DNA SD- WAN and Routing	<b>Cisco Solution Support for DNA SD-</b> <b>WAN &amp; Routing</b> Core features: 24x7 technical support, primary point of contact, 3 <sup>rd</sup> party product support coordination, hardware replacement	Service Description <sup>1</sup>	Device
Cisco Services for DNA Wireless	<b>Cisco Solution Support for DNA</b> <b>Wireless</b> Core features: 24x7 technical support, primary point of contact, 3 <sup>rd</sup> party product support coordination, hardware replacement	Service Description <sup>1</sup>	Device
Cisco Services for Data Center Networking	<b>Cisco Solution Support for Data Center</b> <b>Networking</b> Core features: 24x7 technical support, primary point of contact, 3 <sup>rd</sup> party product support coordination, hardware replacement	Service Description <sup>1</sup>	Device

Notes:

(1) Services are provided in accordance with the applicable Service Description available at: <u>https://www.cisco.com/c/en/us/about/legal/service-descriptions.html</u>

### Supplemental Terms and Conditions

#### **Definitions**

"**Device**" means a Cisco branded computing, networking, or communications device capable of running the Software available in Your Underlying Suite or browser plug-ins associated with the Software available in Your Underlying Suite.

**"EA Workspace"** means the portal from where You Use Cisco Technology and view and manage Your Entitlements.

**"Services Suite(s)"** means the Suite(s) described in this Services Enrollment and only available as an addon purchase to an Underlying Suite.

**"Services"** for the purposes of this Services Enrollment means the premium maintenance, technical assistance, or other support provided for the Cisco Technology included in a Purchased Services Suite and associated Devices.

**"Underlying Suite Meter(s)"** means the Meter listed in the Underlying Suite's Enrollment Description used to calculate Your Use of Software or Cloud Services in Your Underlying Suite.

**"Underlying Suite Meter Count"** means the total license count for each Underlying Suite Meter(s), of your Underlying Suite as reflected in EA Workspace.

#### Availability of Services Enrollment; Relationship to Underlying Suites

The Services Suites described in this Services Enrollment are only available as an add-on purchase to an Underlying Suite. Your Initial Services Entitlement and the pricing of your Services Suite are based in part on your Underlying Suite(s) commitment. Your billing and True Forward calculations will be done separately from those in your Underlying Suite however, the True Forward date for your Services Suites and Your Underlying Suite(s) will be the same. The purchase of a Services Suite does not modify any obligations in Your Underlying Suite(s).

#### EA Commitment

Your EA Commitment for the Services Suite provides premium support for: (i) all Your Devices as determined by the Install Base Assessment (described below); and (ii) the Cisco Technology as determined by Your Underlying Suite Meter Count.

#### **Determining Initial Services Entitlement**

Your "**Initial Services Entitlement**" under a Services Suite is comprised of: (i) an Initial Services Entitlement for Cisco Technology; and (ii) an Initial Services Entitlement for Devices.

*Determining Initial Entitlement for Cisco Technology.* To determine the Initial Services Entitlement for Cisco Technology covered under the Services Suite, Cisco will use Your Underlying Suite's Entitlement as shown in EA Workspace as of the Services Suite Start Date.

*Determining Initial Services Entitlement for Devices.* To determine the Initial Services Entitlement for Devices covered under the Services Suite, Cisco will perform an install base assessment prior to the Services Suite Start Date and provide You with a report that identifies by serial number the Devices included in Your Initial Entitlement during the Suite Term ("**Services Install Base Assessment**").

*Disputes to Initial Services Entitlement for Devices.* If You disagree with Devices listed in the Services Install Base Assessment, you must identify those Devices and provide written notice to Cisco prior to the Services Suite Start Date ("**Disputed Devices**"). Cisco will then remove those Disputed Devices from Your Initial Services Entitlement. While not reflected in your Initial Services Entitlement, Disputed Devices will be visible in EA Workspace and You may be charged for Services for those Disputed Devices at the Reconciliation Date.

*Devices Eligible for Support.* Devices eligible for Services on the Suite Start Date include only those Devices that are: (i) currently covered under an active Cisco services contract ("**Pre-Existing Service Contract**") with the Approved Source transacting the Services Suite ("**Services EA Approved Source**"); or (ii) currently not subject to a Cisco services contract.

Devices covered under a Pre-Existing Service Contract with a Cisco Reseller other than the Services EA Approved Source) will be added into the Services Suite and counted for Services upon the expiration of the Pre-Existing Service Contract. To prevent duplication during the term of Your Services Suite, You will not be able to renew or enter into a new service contract with other Approved Sources to cover Devices.

#### **Reconciliation Period**

Six (6) months after the Services Suite Start Date ("**Reconciliation Date**"), if You have exceeded 105% of the Initial Entitlement listed in Your EUIF ("**Allowance Threshold**"), the Approved Source will charge You for Services on the Cisco Technology or Devices that exceeds Your Initial Entitlement.

You may exceed the Allowance Threshold by (i) failing to decommission Disputed Devices excluded from Your Initial Services Entitlement prior to the Reconciliation Date; and/or (ii) purchasing Devices and Cisco Technology as part of Your Underlying Suite after the Suite Start Date.

#### Initial Growth Cap

The Cisco Services Enrollment does not include an Initial Growth Cap.

#### True Forward

The True Forward date for Your Services Suite will occur on the same date as the True Forward date for the Underlying Suite. If on the first True Forward date for the Services Suite, You have exceeded your Initial Services Entitlement then the Approved Source will charge You for Services based upon Your Use above the Initial Services Entitlement and increased Meter count through the remainder of the Suite Term. If on each subsequent True Forward date, You have exceeded your previous year's Entitlement, the Approved Source will charge You for Your Use above the previous year's Entitlement and increased Meter count through the remainder of the Suite Term.

Any payment owed to the Approved Source as a result of the True Forward will be reflected in the price quote from the Approved Source. The price used to calculate any True Forward fees will be established when You place the order for the Suite.

#### **True Forward Offset**

At no time during the Services Suite Term will your payment obligation decrease below the commitment level established by the Initial Entitlement. However, under the Services Suite, Your True Forward payment obligation for Services on the Devices may be offset if any of the following occur: (i) decommissioning of Devices; or (ii) Device asset re-location (together, **"Device Change**").

If You incur a True Forward payment obligation in the Services Suite as a result of an increase in the Meter Count, Your True Forward payment obligation will be offset by the residual services value associated with the Device Change since the previous True Forward anniversary. Any True Forward reduction applied will be reflected in the True Forward invoice from the Approved Source.

#### Participating Affiliates

For each Participating Affiliate listed on the EUIF, You must include the following: (i) Company name and address; (ii) GU ID; and (iii) location of company's headquarters. If during the Services Suite Term, You elect to add a Participating Affiliate, You must notify Cisco, in writing, by contacting Your Cisco account manager. Cisco will evaluate the addition of the Participating Affiliate, and at Cisco's sole discretion, may choose to immediately charge you for any additional Meters. Such notification must be provided for the Participating Affiliate to receive Services under the Services Suite.

#### **Growth Allowance**

The Services Suite does not include the Growth Allowance described in the EA Program Terms for the Underlying Suite.