



# Service Provider Network Agreement Program Terms

These Service Provider Network Agreement Program Terms are Supplemental Terms (“**SPNA Program Terms**”) to the General Terms and apply when You Order Cisco Offers through the Service Provider Network Agreement Buying Program (the “**SPNA Program**”). Capitalized terms, unless defined in this document, have the meaning in the General Terms.

## 1. Program Overview

- 1.1 **SPNA Program.** The SPNA Program provides You access to certain SPNA Software, Cloud Services, Services and Software Innovation Access (“**SIA**”) offered as Suites for Use (i) on Devices You own or control and (ii) for Your internal business operations, including the provision of Network Services to Your end users. The SPNA Program does not grant any rights to resell the Suites.
- 1.2 **Applicable Terms.** These SPNA Program Terms and End User Information Form (“**EUIF**”) govern the SPNA Program and are Supplemental Terms to the End User Terms.
- 1.3 **Portfolio Specifics.** For Portfolio specific information, requirements, and eligibility, including related to Value Shift, see the Portfolio Features.

## 2. Purchases and Adjustments

- 2.1 **Ordering.** All purchases under the SPNA Program will be made through Your Approved Source and all pricing will be provided by Your Approved Source. You may purchase Suites under the SPNA Program after Cisco has received the SPNA Program Terms and the End User Information Form (“**EUIF**”) signed by Your authorized representative listing (i) Your Participating Affiliates; (ii) the Purchased Suites; (iii) the Suite Term; and (iv) accurate Meter counts for You and all Participating Affiliates. Your first Order under the SPNA Program must meet the minimum requirements for the SPNA Program (“**Initial SPNA Order**”). Suites purchased after Your Initial SPNA Order will require the submission of a new signed EUIF.
- 2.2 **Payment Obligations and Increased Consumption.** You will pay for any Suites that You purchase and any increases in Consumption.
  - (A) **True Forward.** “**True Forward**” is Cisco’s periodic review and prospective billing process for increases in Consumption above Your then-current Entitlement. At a True Forward review, if Your Consumption is greater than Your then-current Entitlement for the measured SPNA Software, then (i) You will be invoiced and will pay for all associated charges for such increased Consumption over the applicable Entitlement prospectively for the remainder of the Suite Term, and (ii) Your Entitlement for that Purchased Suite will be adjusted on a going-forward basis to the increased Consumption level. At the end of the Suite Term, the Approved Source will charge You for any Consumption of perpetual licenses that exceeds Your Entitlement in that final year. Cisco will conduct a True Forward review on an annual basis, unless an Initial Growth Cap is triggered.
  - (B) **Initial Growth Cap.** If Your Consumption of a Purchased Suite at any time during the first six months of the Suite Term exceeds 105% of Your initial Entitlement (“**Initial Growth Cap**”), then Cisco has the right at the next quarterly anniversary of the Initial SPNA Order, to (i) issue to Your Approved Source a True Forward invoice for all associated charges for such increased Consumption over the applicable Entitlement for the remainder of the Suite Term, after accounting for any applicable growth allowance; and (ii) adjust Your Entitlement for that Purchased Suite on a going-forward basis to the increased Consumption level.
  - (C) **Verification.** At the end of the Suite Term, You are required to provide Cisco a written report detailing the perpetual SPNA Software that is in Consumption (including the amount of Bandwidth, Devices, Unique Users, and any activated features or functionality or other applicable meters).
- 2.3 **Value Shift.** You are entitled to Value Shift as described in the Cisco EA Buying Program Guide. If You purchase a Suite that is eligible for Value Shift, then during a True Forward review, the residual value of any

purchased but not Consumed licenses in the applicable Purchased Suite will automatically be applied to offset fees for increased Consumption of other licenses within the same Purchased Suite.

- 2.4 **Price Predictability.** True Forward charges will be based on pricing provided to You by Your Approved Source. The pricing and discount terms for specific Purchased Suites apply only to the Approved Source from whom You purchased such Suites.
- 2.5 **Responsibility for Affiliates.** Your payment obligation will be based on the SPNA Commitment by You and any Affiliates that You have identified as participating in this SPNA Program. You remain responsible for all actions and omissions and payment of all charges incurred by You, any of Your Affiliates, or any other Authorized Users. In addition, You will provide Your Approved Source with an updated list of participating Affiliates to ensure compliance with the SPNA Program.
- 2.6 **Services.** You must purchase and maintain Services on all SPNA Software during the Suite Term. If You have purchased Services for certain SPNA Software under another agreement (e.g. a Master Purchase Agreement or a Services Full Coverage agreement) and such Services coverage expires during the Suite Term, You agree to renew or purchase new Services under another agreement to ensure Services are maintained on all SPNA Software for the remaining Suite Term. Services for the SPNA Software purchased as part of the SPNA Program Terms (i) will be identified in the EUIF and (ii) will automatically terminate at the end of the Suite Term. Services are governed by the applicable Services Description.
- 2.7 **Software Innovation Access.** You must maintain a SIA Subscription on all perpetual SPNA Software during the Suite Term. SIA will be identified in the EUIF and automatically terminate at the end of the Suite Term.
- 2.8 **Cisco SPNA Tool. SPNA Software is provided via the Cisco SPNA Tool.** You are responsible to secure all login credentials to the Cisco SPNA Tool, including usernames and passwords. Your right to access and use the SPNA Software in the Cisco SPNA Tool commences on the start date of the Suite Term.

### 3. Term and Termination

- 3.1 **SPNA Term.** These SPNA Program Terms will remain in effect until expiration or termination of all the Purchased Suites (“**SPNA Term**”).
- 3.2 **Termination**
- (A) Either party may terminate these SPNA Program Terms (or right to Consume specific Suites, as applicable) if the other party materially breaches the Applicable Terms, and that party does not cure the breach within 30 days of written notice from the non-breaching party. If You materially breach the Applicable Terms (including for non-payment of undisputed fees to the Approved Source), Cisco may also suspend Your access to the SPNA Program (including right to Consume specific Suites, or resources such as the Cisco SPNA Tool) after providing You notice and an opportunity to cure as set forth in this section.
- (B) Except as permitted by law or Section 3.2(A) above, these SPNA Program Terms and any orders accepted under the SPNA Program may not otherwise be cancelled or terminated.
- 3.3 **Consequences of Termination or Expiration of a Suite Term**
- (A) Upon expiration of the Suite Term or termination pursuant to Section 3.2(A) all rights to Consume the affected Suites, or the Cisco SPNA Tool and resources available as part of the Suites will terminate.
- (B) Upon expiration of the Suite Term, You may continue to use any perpetual SPNA Software in the licensed release and limited to the Entitlement, applicable meter, feature and functionality activated and in Consumption at the end of the Suite Term. However, You will no longer have the right to (i) Consume any term-based SPNA Software licenses, (ii) receive relevant Services or SIA or (iii) Consume additional SPNA licenses or different features and/or functionalities of the SPNA Software.
- (C) If You terminate for Cisco’s uncured material breach, Cisco will provide a refund to You or Your Approved Source, as applicable, for the remaining pro rata portion amounts prepaid to Cisco for the terminated Suites and attributable to the period after termination.
- (D) 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 **Delivery.** 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 SPNA Software across Your organization. Embedded Software 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 Cisco SPNA Tool during the setup of Your SPNA Program.
- 4.2 **Embedded Software.** During the Suite Term, for Purchased Suites that include Embedded Software, the value of Embedded Software may 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 **Assignment and Transfer.** Neither these SPNA Program Terms, nor any right or obligation herein, may be assigned or transferred by a party (including under the Cisco Software Transfer and Re-licensing 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 SPNA 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 SPNA Program Terms relate. When validly assigned or transferred, these SPNA Program Terms will bind and inure to the benefit of the parties and their successors and assigns.
- 5.2 **Portability.** Cisco's [Software License Portability Policy](#) describes Your right to port licenses, other than Device-specific licenses to perpetual software, which may not be ported, transferred or reassigned to another device model.
- 5.3 **Order of Precedence.** If there is any conflict between the SPNA Program Terms, the EUIF and the End User Terms, the order of precedence is: the EUIF, the SPNA Program Terms, and then the End User Terms.
- 5.4 **Entire Agreement.** These SPNA Program Terms, together with the End User Terms and EUIFs, are the complete agreement between the parties regarding the purchase of Suites purchased under the SPNA Program and supersedes all prior or contemporaneous communications, understandings, or agreements (whether written or oral).

## 6. Definitions

Term	Meaning
<b>Applicable Terms</b>	The SPNA Program Terms and End User Terms.
<b>Cisco SPNA Tool</b>	The applicable platform, website, tool, or portal that Cisco makes available to You under the SPNA Program from time to time to enable You to: (i) view and manage Your Entitlement and Consumption of the Suites; and (ii) access information about the SPNA Program.
<b>Consume/Consumption</b>	To download, install, activate, provision, enable, or otherwise access or have available (even if You are not actively utilizing) Software, Cloud Services, and/or Services under the SPNA Program.
<b>Device</b>	Computing, networking, or communications equipment (virtual or physical) capable of running the SPNA Software or browser plug-ins associated with the SPNA Software.
<b>Embedded Software</b>	Software that is delivered on newly purchased Hardware.
<b>End User Terms</b>	The General Terms, or equivalent written agreement between You and Cisco for accessing and using Software, Cloud Services, and Services.
<b>Entitlement</b>	The type, duration, and quantity of Suites that You have committed to acquire, as adjusted (e.g., as a result of a True Forward).
<b>Meter</b>	Unit of measurement for SPNA Software and Cloud Services.
<b>Network Services</b>	Any services offered by You, as Your primary business model, which services may include the following: access to the Internet, data and voice transmission and any other communications service furnished by You by means of Your communications network.
<b>Participating Affiliates</b>	Your Affiliates listed in the EUIF.
<b>Purchased Suites</b>	The Suites purchased under the SPNA Program.
<b>Portfolio</b>	A standardized grouping of Suites.
<b>Portfolio Features</b>	The Portfolio Features document, currently available at <a href="https://www.cisco.com/site/us/en/buy/enterprise-agreement/portfolio-features.html">https://www.cisco.com/site/us/en/buy/enterprise-agreement/portfolio-features.html</a> .
<b>Services</b>	Maintenance, technical assistance, or other support for the Software and Cloud Services in a Purchased Suite.
<b>SPNA Commitment</b>	The initial Entitlement under your Initial SPNA Order, additional Entitlements associated with subsequent purchases of additional Suites and increases in Consumption.
<b>SPNA Software</b>	Cisco Software available under the SPNA Program and included in your Purchased Suites.
<b>Software Innovation Access or SIA</b>	Cisco software subscription program that provides for major and minor releases of the applicable software, as described at <a href="https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#%7Ecloud-services-offer-descriptions">https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#%7Ecloud-services-offer-descriptions</a> .
<b>Suite</b>	A defined combination of Software and Cloud Services made available under the SPNA Program.
<b>Suite Term</b>	With respect to each Purchased Suite, the duration of the Purchased Suite, commencing on the earliest date any Software and/or Cloud Services in the Purchased Suite is available for Your Consumption.
<b>Value Shift</b>	The ability to shift value within an eligible Suite.
<b>You or Your</b>	The individual or legal entity purchasing the Software, Cloud Services, and Services under the SPNA Program.

# Acceptance

I have read the terms above and understand these terms will apply to the Purchased Suites.

<b>Service Provider</b>	
Service Provider	
Authorized Representative Name	
Authorized Representative Title	
Date	
Signature	

<b>Cisco</b>	
Cisco Entity	
Authorized Representative Name	
Authorized Representative Title	
Date	
Signature	

