Cisco Software Transfer and Re-Licensing Policy

1. Purpose

This document states Cisco's policy (the "**Policy**") regarding the transfer and re-use of Use Rights in Cisco Software (the "**Offer Use Rights**"). This Policy does not apply to Buying Programs, Subscription Offers, or where expressly excluded in Supplemental Terms or Offer Descriptions.

2. Transfer Policy

2.1 **Policy**. You may only transfer Your Offer Use Rights if:

(A) applicable law requires a transfer;
(B) a Permitted Transfer Scenario (Section 3) applies; or
(C) Cisco consents to the transfer and You pay a Transfer License Fee.

Transfers required under applicable law or allowed under a Permitted Transfer Scenario do not require payment of a Transfer License Fee. Regardless of whether a Transfer License Fee is required, (i) all transfers are subject to the Conditions of Transfer (Section 2.3), and (ii) Cisco may require the Transferee to pay applicable service inspection or reinstatement fees before allowing the transfer of any Offer Use Rights, according to Cisco policies.

2.2 **Transfer Process.** To initiate the transfer process, You and the Transferee must complete and accept Cisco's Software License Transfer Request Form ("**Transfer Request Form**"). If your licenses are in a Smart Account, You can initiate the transfer process and access the Transfer Request Form from Cisco Software Central.

2.3 **Conditions of Transfer**

(A) Neither You nor the Transferee is in breach of any agreements with Cisco or any policy governing the use of Cisco Offers;
(B) You provide all required information and acknowledgments in the Transfer Request Form;
(C) You or the Transferee pay all fees, if applicable;
(D) You confirm that the Transferee will assume all Your obligations following the transfer and be bound by Cisco's then-current governing terms for the Software as set forth in Cisco's General Terms (the "**Terms**") available here;
(E) The Transferee assumes the same Offer Use Rights as the original license entitlement (e.g., applicable license metric, duration, overage charges, quantity, etc.);
(F) You destroy or delete all copies of the applicable Software in Your possession (other than the Transferee's copy) and, at Cisco's request, provide written confirmation to Cisco certifying this destruction; and
(G) Your Offer Use Rights immediately terminate upon transfer.

3. Permitted Transfer Scenarios

3.1 **Affiliate**. You may transfer Your Offer Use Rights to an Affiliate.

3.2 **Merger, Acquisition or Divestiture**. You may transfer Offer Use Rights to the acquiring or divested entity if You:

(A) are wholly acquired;
(B) merge Your business with another entity;
(C) sell all or substantially all of Your capital stock; or
(D) sell all or substantially all of the assets of that portion of Your business where the applicable Offer Use Rights reside.

3.3 **Financed Software**

(A) No Financing Party Rights. No leasing company or other financing entity ("**Financing Party**") has any rights to use or access Offer Use Rights even though it may lease or finance for an Approved Source. Offer Use Rights and obligations under the Terms are only between Cisco and the end user identified in Cisco's records as the licensee.
(B) Hardware Purchase. If You (as licensee) purchase any Hardware during or at the end of the term of any lease or other financing, then You keep the Offer Use Rights attached to that Hardware without any need for a new license or the payment of a new license fee. These Offer Use rights are subject to the terms of the original license.
(C) Financing Party Possession. If the Financing Party takes possession or control of any Hardware due to a default

under a lease or financing agreement, the Financing Party may transfer that Hardware, together with any associated Offer Use Rights, to a new lessee or Transferee for the remainder of the Use Term.

3.4 **Managed Services**

(A) Transfer to MSP End User. An MSP may transfer Offer Use Rights to the original end user, as long as (i) the original end user was entitled to receive Managed Services under a Managed Services agreement with the MSP, and (ii) the MSP used the Offer Use Rights, for a minimum of twelve (12) months before the transfer request, to provide only the original end user with Managed Services.

(B) Transfer to New MSP. The original MSP may transfer the Offer Use Rights to a new MSP (i) if the original end user later contracts with a different MSP for the same or equivalent Managed Services, and (ii) the transfer is solely for the original end user's benefit.

3.5 **U.S. Government Prime Contractors**. The original Contractor may transfer the Offer Use rights to a new Contractor if the original Government End User later contracts with a different Contractor for the same services (i.e., a follow-on contract), and the following conditions are met:

(A) the transfer is solely for the original Government End User's internal use;
(B) the Offer Use Rights were used by Contractor solely on behalf of the applicable Government End User; and
(C) the proposed transfer is a requirement of the Government End User in the follow-on contract.

3.6 **Outsourcing by Original End User Licensee**. You may transfer the Offer Use Rights to a third-party outsourcing company ("**Outsourcer**") to outsource the operation, support and/or maintenance of systems associated with the Offer Use Rights if the Offer Use Rights are at all times used for Your sole benefit. When Your relationship with the Outsourcer ends, the Offer Use Rights for the Outsourcer also terminate, and Outsourcer may transfer the Offer Use Rights back to You.

3.7 **Transfers within Europe**. If You are located in Europe (consisting of the European Union, Switzerland, United Kingdom, Norway, Iceland, and Liechtenstein), You may transfer Offer Use Rights to a Transferee also located in Europe, as long as the Offer Use Rights:

(A) were originally provided in Europe by Cisco or a Cisco authorized reseller and have not been modified;
(B) are used solely for Transferee's internal business purposes; and
(C) were originally licensed to You by Cisco or a Cisco authorized reseller on a perpetual basis and subject to a valid license agreement.

4. Re-Use Policy

Cisco may, without requiring payment of a Transfer License Fee, allow an MSP to re-use Offer Use Rights for a new end user after its agreement with the current end user expires or terminates, as long as:

(A) MSP provides Cisco prior notice of re-use and details of the new end user;
(B) the new end user continues receiving Managed Services from the MSP; and
(C) the MSP has the applicable Offer Use Rights when providing its services to the new end user.

In addition, for all perpetual application software, the MSP must either maintain an active software maintenance contract (e.g., SWSS), without interruption, or have an active subscription inclusive of software maintenance. Service inspection or reinstatement fees may apply in accordance with Cisco policies. Perpetual licensed software may require payment of a Transfer License Fee before re-use is permitted.

5. More Information

For more information or clarification on this Policy, please contact Your local Cisco sales office or send an email to swtransfer@cisco.com. This Policy is subject to change without notice. This Policy replaces any other previous software license transfer policies delivered or made available to Cisco customers.
If any portion of this Policy is determined to be invalid or unenforceable, then the rest of the Policy will continue with full force and effect to the extent possible.

6. Definitions

All capitalized terms not defined in this Policy have the same meaning as in the Terms.

Term	Meaning
Affiliates	As defined in the Terms.
Buying Programs	As defined in the Terms
Cisco Offer	As defined in the Terms.

Term	Meaning
Conditions of Transfer	All of the conditions set forth in Section 2.3 (Conditions of Transfer).
Contractor	An entity that enters into contract(s) directly with the U.S. Government through a mutually binding prime contract that obligates such Contractor to furnish the supplies or services and the United States Government to pay for them, where (a) such supplies or services include use of software located either in such Contractor's data center or at the United States government's premises, and (b) the license to use such software is held by such Contractor.
Government End User	The United States Government end user for whom Offer Use Rights were first used as part of a prime contract with a Contractor.
Managed Service	A managed service provider's ("**MSP**") provision of services to an identified end user where the MSP is the original licensee and has the applicable Offer Use Rights and Hardware (if applicable) listed on its Order.
Offer Description(s)	As defined in the Terms.
Permitted Transfer Scenarios	The transfer scenarios set forth in Section 3.1 through Section 3.7 of this Policy.
Software	As defined in the Terms.
Transfer Request Form	The Software License Transfer Request Form to be completed by Transferor and Transferee.
Subscription Offer(s)	As defined in the Terms.
Supplemental Terms	As defined in the Terms.
Terms	As defined in Section 2.3(d).
Transfer License Fee	The license fee required to transfer Offer Use Rights where a Permitted Transfer Scenario does not apply, which is equal to the fee for a new individual license for the applicable Offer Use Rights as specified in the then-current GPL applicable to the Cisco entity in the territory where the Transferee is located.
Transferee	The entity You are requesting a transfer of Offer Use Rights to.