SMART LICENSING TERMS OF USE V5.0

SMART LICENSING is a Cisco software license management system that allows you to easily track license status and software usage trends. This document describes how Smart Licensing works and includes the terms that govern your use. Please make sure you are authorized by your organization before accepting these terms or using Smart Licensing.

What is Smart Licensing?

- Smart Licensing enables you to activate and manage Cisco software licenses. It also allows Cisco to send and
 receive periodic messages about license usage and entitlement of Cisco devices and software ("Smart Licensing
 Messages"). These Smart Licensing Messages will be displayed in Smart Software Manager, which is the web
 portal that shows your organization's license entitlement information.
- If you choose not to enable Smart Licensing directly over the internet, you can select another method for collecting Smart Licensing Messages, like Smart Software Manager satellite. This must be hosted in your network environment that meets minimum requirements specified by Cisco.
- If the Smart Software Manager or the satellite stops receiving periodic updates for more than 90 days, Cisco assumes the device is no longer functioning properly and those unused licenses will automatically return to your license pool. If after 90 days the device is back in use, it will reacquire the license immediately upon sending its periodic update.
- Smart Call Home is an automated support capability within Smart Licensing that monitors Cisco devices on your network. It flags issues and initiates resolution before your business operations are affected. Smart Call Home is an optional capability that your organization can choose to enable that is included with Smart License enabled products.

Information Collected by Cisco

- Smart Licensing collects software license usage information with associated product identification numbers, serial numbers, unique virtual device identifier, equipment models, license or hardware versions, and host names (host names are sent to aid in troubleshooting unless you disable them).
- If you enable Smart Call Home, Cisco also may collect for support and troubleshooting purposes additional software version information, IP addresses, system contacts, installed memory, installed flash, boot versions, chassis series, MAC addresses, slot IDs, card types and card families.

Access to Smart Licensing-related Information

- You control user access to your Smart Licensing information from your Smart Account; passwords must be kept confidential.
- You can give any user with a Cisco.com ID access your Smart Licensing information ("Authorized User"). These Authorized Users can review and make changes to entitlements in your Smart Software Manager. You can add or deny access to an Authorized User through the tool at any time. You agree that (i) an Authorized User is acting on behalf your organization; (ii), your organization is responsible for your Authorized User's actions; and (iii) your Authorized User(s) may access information collected by Cisco to facilitate license usage management.
- An Administrator, any Authorized Users and Cisco have access to your Smart Licensing information.

- You will not re-host, link, frame or permit any linking or other electronic connection to Smart Licensing.

Use and Transfer of Information

- Smart Licensing Messages can be used by Cisco to generate reports and Smart Software Manager displays regarding your network and equipment.
- Cisco may use and store Smart Licensing Messages for business purposes, including (a) informing you of any overusage that puts you out of compliance with our End User License Agreement, (b) determining if equipment was properly obtained (c) assessing current market trends and (d) identifying products, services and solutions that may be of interest to you.
- Cisco will store the Smart Licensing Messages and generate and make available to you Smart Licensing entitlement information through the Smart Software Manager.

- Cisco is a global company and, as such, may need to transfer your personal information both within the United States and outside of the United States in accordance with our Privacy Statement. By using Smart Licensing, you consent to the transfer, processing, and storage of such information outside of your country of residence where data protection standards may be different.
- You are responsible for obtaining appropriate permissions from each end user of Smart Licensing. If we receive notice from your end users that consent was not properly obtained, we can terminate Smart Licensing access.