



Software License Transfer and Re-Use Policy

1. Purpose

This document sets forth Cisco's policy regarding the transfer and/or re-use of Cisco Software licenses (the "**Policy**"). Transferee's use of Cisco Software is governed by the then-current Cisco End User License Agreement ("**EULA**") or General Terms, as the case may be, available at www.cisco.com/go/softwareterms.

2. Definitions

All capitalized terms not defined in this Policy have the same meaning as in the EULA. For purposes of this Policy, the following definitions apply:

"**Authorized Transfer**" means the valid licensee ("**Transferor**") conveys or assigns the Software license to another entity ("**Transferee**") after (1) Cisco approves the Software Transfer Request Form referenced herein and (2) licensee pays any applicable license fees (including all outstanding license fees invoiced and paid periodically) or any other conditions required by Cisco.

"**Hardware**" means Cisco-branded equipment or devices listed on the then-current Cisco global price list (GPL).

"**Product**" means Cisco-branded Hardware and/or Software.

3. Transfer Policy

Software is not transferable unless (A) applicable law requires it, (B) the applicable license terms expressly permit it, or (C) the transfer is an Authorized Transfer. Cisco may require the Transferee to pay service inspection or reinstatement fees in accordance with [Cisco policies](#) before any transfer.

Upon completion of an Authorized Transfer and unless otherwise provided herein, the Transferor's Software license is automatically terminated. Cisco may withhold consent to any transfer not conforming to this Policy.

The license fee will be equal to the fee for a new individual Software license as specified in the then-current GPL applicable to the Cisco entity in the territory where the Transferee is located. For Software where there is no separate license fee specified in the applicable GPL at the time of transfer, such transfer will be subject to payment of Cisco's then-current applicable software relicensing fee and in accordance with [Cisco's standard terms and conditions of sale](#).

In all cases, (a) Transferor is responsible for ensuring that payment of applicable licenses fees is made and (b) Transferee is not an authorized licensee until Cisco receives payment of the applicable license fee and Transferee's acceptance of the applicable license terms.

4. Exceptions to Transfer

Except as otherwise stated in this Policy or the applicable license terms or other written agreement with Cisco, the following exceptions allow for the transfer of Software by a Transferor without payment of the license fee, provided that the Conditions of Transfer in Section 5 are met.

4.1 **Affiliate:** A Transferor may transfer its entire right to use Software to its Affiliate. An Affiliate means (a) another entity where more than 50% of its voting power is owned or controlled by the Transferor; (b) the Affiliate owns

or controls more than 50% of the original licensee's voting power; or (c) the same entity owns or controls more than 50% of the voting power of the original licensee and the Affiliate.

- 4.2 **Merger, Acquisition or Divestiture:** In the event the Transferor is wholly acquired or merges its business with another entity or sells all or substantially all of its capital stock, or all or substantially all of the assets of that portion of its business to which the applicable Software licenses pertain, Transfer or may transfer its right to use the Software to the acquiring or divested entity.
- 4.3 **Financed Software:** No leasing company or other financing entity (each, a "**Financing Party**") has any rights under any Software license it may lease to, or finance for, any Cisco authorized reseller or end user. Software license rights and obligations are only between Cisco, as licensor, and the end user identified in Cisco's records, as licensee. If, during or at the end of the term of any lease or other financing of Products consisting of Hardware, the Customer purchases such Hardware (whether pursuant to the terms of a purchase option or otherwise), then the license to any Software embedded in, or bundled with, such Hardware will continue in favor of such Customer on and subject to the terms of the original Software license without any need for a new Software license or the payment of a new license fee. If, however, the Financing Party takes possession or control of any Products consisting of Hardware as a result of any event of default under any lease or financing agreement, the Financing Party may transfer (or cause the transfer of) such Hardware, together with any embedded or bundled Software, to a new lessee or Transferee for the remainder of the license term subject to compliance with this Policy, including the Conditions of Transfer and the payment of the applicable license fee.
- 4.4 **Managed Network Services ("MNS"):** A "**Managed Network Service**" is defined as a managed service provider's provision of voice, video, or data network services to an identified end user where the managed service provider is the original licensee and the software is located either in the managed service provider's data center or on the end user's premises.
- (A) **Original End User.** The managed service provider ("**Licensee**" in this Section 4) may transfer the license to the original end user without payment of a license fee if (a) the original end user was entitled to receive MNS pursuant to an MNS agreement with the Licensee, and (b) the Licensee used the Software for a minimum of twelve months prior to the transfer request to provide the original end user MNS. Cisco will issue a license to the original end user granting the right to use the Software once a transfer form is submitted and signed by all relevant parties.
- (B) **Subsequent MSP.** If upon expiration or termination of an MNS agreement, the original end user subsequently contracts with a different managed services provider for the same or equivalent MNS, Licensee may transfer the license to the new managed service provider solely to use the Software to provide the original end user MNS without payment of a license fee.

All other Software license transfers are expressly prohibited, without payment of a new license fee.

- 4.5 **U.S. Government Prime Contractors:** For purpose of this exception, US Government Prime Contractors ("**Contractors**") are entities that enter into contracts directly with the U.S. Government through a mutually binding prime contract that obligates the Contractor to furnish the supplies or services and the government to pay for them; and (a) the supplies or services includes use of Software located either in the Contractor's data center or at the government's premises, and (b) the license to use the Software is held by the Contractor. If the contract between the Contractor and the government end user for whom the Software was first used as part of the Prime Contract ("**Government End User**") either expires or terminates and the Government End User subsequently contracts with a different Contractor for the same services (i.e. follow-on contract), then the license may be transferred subject to the license terms then in effect to the new Contractor, without payment of a license fee, provided, however, that both of the following conditions are met:
- (A) The Software must actually have been used by Contractor solely on behalf of the Government End User and will be deployed and used by new Contractor solely for the benefit of the Government End User;
- (B) The Software must be used only for Government End User's internal use; and,
- (C) Such transfer is a requirement of the Government End User in the follow-on contract.

If the Contractor sells or otherwise transfers the Software without meeting the above conditions, then a new license fee is due.

- 4.6 Outsourcing by Original End User Licensee: If the original end user (“**Licensee**” in this Section 6) desires to outsource the operation, support and/or maintenance of its network to a third party outsourcing company (“**Outsourcer**”), and, as part of the outsourcing arrangement, Licensee desires to transfer its Software licenses to the Outsourcer, it may do so without payment of a new license fee so long as the Software licenses are at all times used for the sole benefit of the Licensee. If Licensee’s outsourcing relationship with the Outsourcer terminates or expires, Outsourcer’s right to use the software terminates and Outsourcer may transfer the software licenses back to Licensee without payment of a new license fee. Such subsequent transfer is also subject to the Conditions of Transfer below.
- 4.7 Transfers within Europe (consisting of the European Union, Switzerland, Norway, Iceland, and Liechtenstein): An end user located in Europe can transfer Software to another end user Transferee located in Europe without payment of a new license fee, as long as the Software: (1) was originally introduced into Europe by Cisco or Cisco authorized reseller and has not been modified; (2) is used solely for Transferee’s internal business purposes; and (3) was originally licensed to the Transferor by Cisco on a perpetual basis and subject to a valid license agreement.

5. Conditions of Transfer

Transfers will only be allowed under the following conditions:

- 5.1 Neither party involved in the transfer is in breach of any agreements with Cisco and/or governing the use of the Software.
- 5.2 The parties involved in the transfer provide written notice to Cisco of any transfer permitted hereunder, indicating that the Transferee agrees to (i) pay any applicable license fee; (ii) assume all obligations of the Transferor; and (iii) use of the Software will be in accordance with the terms of Cisco’s then-current license terms for the Software.
- 5.3 The Transferor transfers the Software license in accordance with the original license entitlement, including but not limited to any applicable license metric, duration, and quantity.
- 5.4 The Transferor destroys all copies of the Software (other than the Transferee's copy) in its possession at the time of transfer, and, at Cisco’s request, provides written notice to Cisco certifying such destruction and agreeing that its license to use the Software has terminated immediately upon such transfer.
- 5.5 Both authorized parties to the transfer complete and submit the [Software License Transfer Request Form](#) and comply with its requirements.

6. Re-Use Policy

- 6.1 Except as stated below or as otherwise stated in any applicable license terms, where a managed service provider (“**Provider**”) desires to re-use Software for a new end user after its agreement with the current end user ceases, Cisco will allow such re-use in accordance with the original license entitlement and without payment of a new license fee, but only if and for as long as all of the following conditions are met: (a) the new end user at all times continues receiving MNS services from the Provider, (b) the Provider at all times is the Licensee of the Software when providing its services to end users. In addition, for all Cisco One software and perpetual application software, Provider must either maintain an active software maintenance contract (e.g., SWSS), without interruption, or have an active subscription inclusive of annual software maintenance. Service inspection or reinstatement fees may apply in accordance with Cisco policies.
- 6.2 The following Software cannot be re-used without payment of a new license fee: Cisco Unified Workspace Licensing, User Connect Licensing and Contact Center Enterprise.

7. Questions?

Any questions or comments regarding the Transfer Policy should be sent to swtransfer@cisco.com.