



Supplemental End User License Agreement

IMPORTANT: READ CAREFULLY

Dear Customer,

This Supplemental End User License Agreement (“SEULA”) contains additional terms and conditions for the Software product(s) set forth herein and licensed under the End User License Agreement (“EULA”) between you and Cisco Systems, Inc. or its Affiliates (collectively, the “Agreement”). Please note that there may be terms in this SEULA that do not apply to you. Only those terms related to the specific Software product(s) you purchased apply to you. Except as otherwise set forth in this SEULA, capitalized terms will have the meanings as in the EULA. To the extent that there is a conflict between the EULA and this SEULA, this SEULA will take precedence.

By downloading, installing, or using the Software you agree to comply with the terms of this SEULA.

SUPPLEMENTAL LICENSE TERMS FOR: Cisco CBR-8 Essentials Software Suite, Cisco CBR-8 Advanced Software Suite, Cisco cnBR Essentials Software Suite and Cisco cnBR Advanced Software Suite

Table 1. SOFTWARE ENTITLEMENT:

<u>Product</u>	<u>License Metrics</u>	<u>License Duration</u>
Cisco CBR-8 Essentials Software Suite	Channel & Subscriber*	Perpetual
Cisco CBR-8 Advanced Software Suite	Cluster (SMI) & Subscriber*	Perpetual
Cisco cnBR Essentials Software Suite	Cluster (SMI) & Subscriber*	Perpetual
Cisco cnBR Advanced Software Suite	Cluster (SMI) & Subscriber*	Perpetual

*Each is required for the applicable Software Suite

DEFINITIONS:

“**Channel**” means a downstream DOCSIS (Data Over Cable Service Interface Specification) frequency segment used to transmit downstream broadband data at varying speeds between the Cisco CBR-8 Hardware running the Cisco CBR-8 Essentials Software Suite and a Subscriber.

“**Cisco CBR-8 Essentials Software Suite**” includes Cisco IOS Software.

“**Cisco CBR-8 Advanced Software Suite**” includes Cisco SmartPHY Software and Cisco I-Node Manager Software.

“**Cisco cnBR Essentials Software Suite**” includes Cisco cnBR Software and Cisco Operations Hub cnBR Companion Software.

“**Cisco cnBR Advanced Software Suite**” includes Cisco Operations Hub Cloud Native Video Core Software, Cisco Operations Hub Video Core Orchestration Software and Cisco Operations Hub Optimization Software.

“**Cluster**” means a collection of nodes (physical servers or virtual machines) that are managed by the same Kubernetes master node. The number of nodes within a single Cluster is detailed in the Documentation.

“Hardware” means a Cisco hardware product that is used to run the applicable Software.

“SMI” means the Cisco Subscriber Microservices Infrastructure Software that may be included by Cisco in a Software Suite.

“Software Innovation Access Subscription” means Cisco’s software subscription program described in the Software Innovation Access program description. The current Software Innovation Access program description is attached to this SEULA.

“Subscriber” means a cable modem device connected to the Hardware.

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

- SMI is a Software platform used to run the other Software within a Software Suite (other than the Cisco CBR-8 Essentials Software Suite) and is licensed per Cluster. You are permitted to use the SMI Software solely for purposes of running the other Software in the Software Suite. You are not permitted to use the SMI Software separately or for purposes of running or managing any other products.
- Your license to use the applicable Software Suite shall be limited to, and You shall not use the applicable Software Suite in excess of Your Entitlement and the Documentation.
- Please note you need to use Cisco Smart Licensing with the Software. Each license to the Software is subject to You enabling Smart Licensing for the Software Suite. Cisco Smart Licensing is described in the Smart Licensing terms available at: <http://www.cisco.com/c/dam/en/us/products/collateral/smart-licensing-agreement.pdf>.

Attachment to SEULA

Software Innovation Access for the Cisco CBR-8 and cnBR Essentials and Advanced Software Suites

Purchase of a Cisco® Software Innovation Access Subscription for the Cisco CBR-8 Essentials Software Suite, CBR-8 Advanced Software Suite, cnBR Essentials Software Suite or cnBR Advanced Software Suite, as applicable (“SIA Subscription”) entitles You to receive Feature Releases of the applicable Cisco Software product during the term of the SIA Subscription, as described below. Each initial term begins on the day the underlying Cisco Software is made available to You and lasts for the period of time identified in the relevant purchase order. Renewals will begin on the date identified in the purchase order or the day a reinstatement fee is paid, whichever applies. “You” means the individual or legal entity that has purchased the SIA Subscription.

An SIA Subscription is only available for certain eligible Cisco-branded software product(s) (“Cisco Software”). Each Cisco Software license covered by an SIA Subscription must also be supported by a Cisco software support and maintenance contract. In addition, You must purchase SIA Subscription coverage across Your entire deployment of the applicable Cisco Software product.

Cisco Responsibilities

Feature Releases

For eligible Cisco Software covered by an SIA Subscription, Cisco will make available access to Feature Releases. Feature Releases are available for electronic download for Cisco Software releases that have been validly licensed and covered under the current SIA Subscription. Please note that You will not have the right to download or activate a Feature Release following the end-of-sale date of the release or following expiration or termination of an SIA Subscription. At the expiration of an SIA Subscription, You may continue to use solely the licensed Feature Release that is running on the applicable Hardware device as of the expiration of the SIA Subscription in accordance with the EULA and any applicable SEULA. An SIA Subscription does not provide for any custom feature development, feature acceleration or upgrades from one type of license or license suite to another (for example, from a standard or essentials license to an enhanced or advanced license).

“Feature Releases” means Major Releases and Minor Releases of the applicable Cisco Software, if and when available during the term of the SIA Subscription.

“Major Release” means a release of Cisco Software that provides additional software functions. For the CBR-8 Essentials Software Suite, Cisco designates Major Releases as a change in the ones digit of the Software version number [(x).x.x]. For the CBR-8 Advanced Software Suite, cnBR Essentials Software Suite and cnBR Advanced Software Suite, Cisco designates Major Releases as a change in the digits of the ‘RN’ Software version number [YY.(RN).MN].

“Minor Release” means an incremental release of Software that provides maintenance fixes and additional Software functions. For the CBR-8 Essentials Software Suite, Cisco designates Minor Releases as a change in the tenths digit of the Software version number [x.(x).x]. For the CBR-8 Advanced Software Suite, cnBR Essentials Software Suite and cnBR Advanced Software Suite, Cisco designates Minor Releases as a change in the digits of the ‘MN’ Software version number [YY.RN.(MN)].

“Maintenance Release” means an incremental Software release that provides maintenance fixes and may provide additional Software functions. For the CBR-8 Essentials Software Suite, Cisco designates Maintenance Releases as a change in the digits to the right of the tenths digit or of the hundredths digit of the Software version number [x.x.(x) or x.x.x.(x)]. For the CBR-8 Advanced Software Suite, cnBR Essentials Software Suite and cnBR Advanced Software Suite, Cisco designates Maintenance Releases as a change in the digits of the ‘X’ Software version number [YY.RN.MN.(X)]. For the avoidance of doubt, Maintenance Releases are not provided under an SIA Subscription.

Customer Responsibilities

An SIA Subscription requires You to:

- Ensure that all eligible licenses across Your entire deployment of a given Cisco Software product are under both (i) active SIA Subscription coverage and (ii) active Cisco software support and maintenance coverage.
- Monitor and renew SIA Subscriptions prior to expiration to maintain coverage. Prior to the end of each term, You must renew the SIA Subscription for Your entire deployment of a given Cisco Software product to be entitled to receive the benefits of an SIA Subscription. If You wish to reinstate an SIA Subscription on any Cisco Software at any time after expiration, You are required to pay: (i) the amount that You would have paid for an SIA Subscription for the Cisco Software between the date of expiration and the date of reinstatement (“Lapsed Period Fee”); (ii) a reinstatement fee of twenty percent (20%) of the Lapsed Period Fee if Your reinstatement is more than thirty (30) days after the date of expiration; and (iii) the then-current SIA Subscription fee for the new SIA Subscription term.
- Download only the number of copies of licensed Cisco Software when upgrading such Software. An SIA Subscription does not entitle You to use more than the number of licenses purchased from Cisco or an authorized Cisco reseller.
- Provide information requested by Cisco to verify that You have a valid license to the Cisco Software. Cisco may suspend or terminate an SIA Subscription if You do not (i) have valid licenses to the Cisco Software or (ii) pay the requisite license, SIA Subscription, or support and maintenance fees.
- Cease using the previous release of a given Cisco Software product following Your installation of a new release provided in connection with an SIA Subscription. You are not permitted to re-use or transfer the previous release.