

**SUPPLEMENTAL END USER LICENSE AGREEMENT FOR**  
**CISCO - ADAPTIVE DATA PREPARATION SOFTWARE**

IMPORTANT: READ CAREFULLY

This Supplemental End User License Agreement (“Supplement”) contains additional terms and conditions for the Software product licensed under the End User License Agreement (“EULA”) between you and Cisco (collectively, the “Agreement”). Capitalized terms used in this Supplement but not defined will have the meanings assigned to them in the EULA. To the extent that there is a conflict between the terms and conditions of the EULA and this Supplement, the terms and conditions of this Supplement will take precedence.

In addition to the limitations set forth in the EULA on your access and use of the Software, you agree to comply at all times with the terms and conditions provided in this Supplement, including any restrictions on access and use of the Software. BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU ARE BINDING YOURSELF AND THE BUSINESS ENTITY THAT YOU REPRESENT (COLLECTIVELY, “CUSTOMER”) TO THE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

**ADDITIONAL DEFINITIONS**

“Core” means a single, physical, independent chip-level multi-processor regardless of its packaging; such a multiprocessor can be packaged in a single integrated circuit (forming a single-core CPU), or two or more Cores can be combined into a single integrated circuit (forming a multi-core CPU).

“CPU” means a single integrated circuit composed of one or more multiprocessors.

“Server” means a physical piece of hardware, regardless of the number of CPUs or Cores in that physical piece of hardware. A Server may host one or more Virtual Servers.

“Subscription Term” shall mean the one (1) year commencing on the subscription state date specified on the applicable Purchase Order, and automatic renewals thereafter for additional successive one (1) year terms on terms set forth in the applicable Purchase Order, unless terminated earlier by Customer or Cisco.

“Virtual Server” is a mechanism that permits virtual partitioning of a Server so that multiple instances of an operating system or applications can run concurrently.

**ADDITIONAL LICENSE TERMS**

**Licensing Restrictions; Subscription Term.**

Customer’s license to use the Software shall be limited to the Subscription Term, and Customer shall not use the Software in excess of the number of Cores or other restrictions such as number of users and data usage limits which may be listed on a Purchase Order. The Software may utilize a license management solution which enables use of the Software as purchased by Customer in accordance with the applicable Purchase Order. The license management solution may prevent further user login, availability of certain functionality, processing of additional data or setup of new users, until a valid license is obtained by Customer.

**Evaluation License.**

In the event a Purchase Order indicates an Evaluation License (“Evaluation License”), the Software is licensed for Customer’s internal evaluation purposes only and shall not be used in a production environment. Licensee shall provide all necessary hardware and software in connection with the evaluation, and shall be solely responsible for the functioning and operation of such hardware and software. Cisco shall not be required to provide any support of the Software in connection with the evaluation. Any Software licensed under an Evaluation License is provided “AS IS”, without any warranty or indemnification obligation from Cisco or its licensors. Cisco’s and its licensor’s maximum liability under any Evaluation License shall not exceed Five Hundred Dollars (\$500.00).

Such Evaluation License shall automatically expire on the date set forth in the Purchase Order, or, if no such date is designated, on the ninetieth (90<sup>th</sup>) day from the date of delivery of the Software.

**No Requirement to Use with Cisco Equipment; Supported Platforms.**

Notwithstanding the license grant in the EULA, there is no requirement that the Software be used solely as embedded in, for execution on, or for communication with Cisco equipment owned or leased by the Customer. Customer’s use of the Software shall be limited to the English language version generally available on the effective date of the Purchase Order and the Software is licensed for use with English language data on those operating platforms specified in the Documentation.

**Commencement of Warranty Period.**

For purposes of the "Limited Warranty" section, in determining the date of commencement of the warranty, the date of shipment of Software by Cisco shall be the date that the Customer downloads the Software or the date that media containing the Software is shipped to the Customer, whichever is earlier.

**Additional Restrictions on Use and Copies**

The Customer is prohibited from: (a) copying the Software onto any public or distributed network; (b) using the Software to operate in or as a time-sharing, outsourcing, service bureau, application service provider or managed service provider environment; (c) using components of the Software independently; (d) changing any proprietary rights notices which appear in the Software; (e) modifying the Software (except where and to the extent such prohibition is prohibited by law). If Customer at any time exceeds the scope of use set forth in the Purchase Order, the applicable license fee shall be increased in accordance with Cisco's then-current price list to reflect Customer's expanded actual use of the Software.

Customer shall not make any copies or duplicates of any Software, except a reasonable number of copies only for back-up and/or archival purposes.

**Third Party Suppliers.**

Customer acknowledges that all third party licensors and suppliers retain all right, title and interest in third party software and all copies thereof, including all copyright and other intellectual property rights.

**Open Source Technology.**

Customer acknowledges that the Software is subject to certain open source licenses that are referenced in the Software's product documentation.

**Transferability.**

This license is non-transferable except as authorized in writing by Cisco. In the event of any such approved transfer the Customer shall: (a) require the transferee to comply with any transfer terms imposed by Cisco and to deliver all copies of the Software to the transferee along with the Agreement, (b) require the transferee to accept the terms and conditions of the Agreement as a condition to any transfer, and (c) terminate their use of the Software upon the transfer.

**Termination of License Rights.**

Customer's license rights to the Software shall immediately cease upon termination of the license rights granted to the Customer under the Agreement.