

Supplemental End User License Agreement for Cisco MATE Software

IMPORTANT: READ CAREFULLY

This Supplemental End User License Agreement (“SEULA”) contains additional terms and conditions for the Software product licensed under the End User License Agreement (“EULA”) between You (“You” as used herein means You and the business entity you represent, which may be identified as “Customer” or “Company” herein) and Cisco (collectively, the “Agreement”). Capitalized terms used in this SEULA but not defined herein will have the meanings ascribed to them in the EULA. To the extent that there is a conflict between the terms and conditions of the EULA and this SEULA, the terms and conditions of this SEULA will take precedence.

In addition to the limitations set forth in the EULA regarding Your rights to access and use the Software, You agree to comply at all times with the terms and conditions of this SEULA.

DOWNLOADING, INSTALLING, OR USING THE SOFTWARE CONSTITUTES ACCEPTANCE OF THE AGREEMENT, AND YOU ARE BINDING YOURSELF AND YOUR COMPANY TO THE TERMS AND CONDITIONS OF 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 (I) YOU MAY NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE; (II) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGING 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.

For purposes of this SEULA, the Product name and the Product description You have ordered is any of the following (“Software”):

Cariden MATE [any version]
Cisco MATE [any version]
Cisco WAN Automation Engine (WAE) [any version]

Definitions

The following additional definitions will apply to the Agreement:

“Authorized Use Parameters” means the Software usage restrictions set forth in the applicable Cisco Product ID, Cisco price list, or associated documentation which restrict

the operation of the Software to a particular set of conditions, including, without limitation: (i) to a limited number of Dedicated-License Systems and Concurrent Users; (ii) to a limited number of Network Devices and Nodes; (iii) for a set of specific features; and/or (iv) for a specific License Term. The Authorized Use Parameters may also restrict the operation of the Software to a specific Network.

“Concurrent Users” are Users who may (i) work simultaneously with one installation of the Software, as on a server; (ii) use temporary License Keys on a separate system obtained from a licensed server; or (iii) a mix of these, provided that in all cases the total number of simultaneous Concurrent Users does not exceed the applicable Authorized Use Parameters.

“Dedicated-License System” means a computer system with a dedicated Software License Key associated uniquely with the system’s Host Identifier, and used by only one User at a time.

“Host Identifier” means a code that uniquely identifies a specific computer system, such as the MAC address or HostID. If a Host Identifier restriction is part of the Authorized Use Parameters, Customer must provide specific Host Identifiers to Cisco prior to the delivery of the License Key.

“License Key” means a data file used by the Software’s access control mechanism, which enables You to use the Software in accordance with the Authorized Use Parameters during the License Term.

“License Term” means the term of each applicable Software license granted in this Agreement, as identified in the applicable Cisco Product ID, Cisco price list, or associated documentation, and implemented via the License Key.

“Network” means a specific, defined set of Customer routers and interconnections for which the Software is licensed to Customer for use. If a Network restriction is part of the Authorized Use Parameters, Customer must provide the specific Network definition to Cisco prior to the delivery of the License Key.

“Network Device” means a physical network element, such as a router or switch, that is polled, logged into, or otherwise accessed by the Software for the purpose of extracting configuration, state, or statistical data.

“Node” means an element of the network model as described in the Documentation, usually associated with one or more Network Devices.

“Services” means Cisco Software Subscription Services.

“Service Description” means the description of the Services at http://www.cisco.com/web/about/doing_business/legal/service_descriptions/docs/Software_Subscription_Support.pdf

“User” means one (1) natural person who initiates the execution of the Software, and/or interacts with or directs the Software in the performance of its functions. Multiple Users may work simultaneously with one installation of the Software, as on a server, or they may each have their own installation on single-user machines, or a mix of these, provided that in all cases the total number of Concurrent Users does not exceed the applicable Authorized Use Parameters.

Additional Restrictions to the License Grant

The license language in the EULA will be supplemented by the following additional restrictions:

Additional Restrictions. Customer’s rights in the Software are limited to those expressly granted in the Agreement, and Cisco reserves all rights and licenses in the Software not expressly granted to Customer in the Agreement. Customer may install and execute the Software solely for Customer’s own internal business purposes, in accordance with both the Documentation and the Authorized Use Parameters. Customer agrees not to, nor will Customer permit or authorize any third party to: (i) hack, modify, or alter the License Key; (ii) attempt to circumvent any license registration process or usage control mechanism in the Software; or (iii) use the Software in a manner which is inconsistent with the Authorized Use Parameters (including, without limitation, any constraints on performance, functionality, capacity, or License Term).

Portability of Installation

Portability of Installation. Customer may install the Software at one or more Customer facilities, and move copies of the Software from one device or installation location to another. For computer-specific License Keys, Cisco will provide replacement License Keys, at no charge, if the Software is moved from one computer to another as permitted in the preceding sentence, provided that Customer promptly and permanently destroys License Keys for devices from which the Software has been moved. In cases where the Authorized Use Parameters specify a Network restriction, Customer may transfer the Software from one specified Network to another specified Network, at no cost, upon written notification to Cisco identifying the new Network.

Term

Term. The term of the Agreement will remain effective until the earlier of: (i) the expiration of the last outstanding License Term for Software licensed hereunder; or (ii) termination by either party pursuant to the EULA. The License Term for any Software may be renewed or extended upon the mutual written agreement of the parties.

Termination of Access at end of License Term. Customer acknowledges that, in the event the License Term for any Software licensed hereunder is non-perpetual, the License Key

enabling Customer to use the Software will be time-bound to reflect the License Term. As the end of the License Term approaches, Customer will receive one or more notifications that the end of the License Term is approaching, and that Customer should obtain a renewal or extension from Cisco or its authorized resellers in order to continue using the Software. If Customer elects not to obtain a renewal or extension to use the Software, Customer acknowledges that: (i) the License Key will automatically expire at the end of the relevant License Term without the requirement of notice; (ii) Customer's license to use that Software will automatically expire at the expiration of the License Term; and (iii) upon expiration of the License Term, Customer will no longer be able to access the Software, which could have implications on other network elements that are dependent upon or interoperate with the Software.

Other Provisions

Optimization Software. Customer acknowledges that Customer alone is responsible for evaluating the quality of the output data generated by the Software, in accordance with generally accepted standards for evaluation of results of sophisticated mathematical optimization software.

Services. If Customer has purchased Software with a non-perpetual License Term, then such license shall include Services as provided in the Services Description. Customer should refer to the Services Description (at the URL set forth in the Services Description definition).