



Supplemental End User License Agreement

IMPORTANT: PLEASE 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**”). Cisco’s EULA can be found here: <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html>. 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 Service Provider Routing Consumption Model Software Products

Table 1. SOFTWARE ENTITLEMENT:

<u>Product</u>	<u>License Metric</u>	<u>License Duration</u>
Advanced Software Feature	Feature and port capacity	Perpetual
Foundation Software	Transport protocol and port capacity	Perpetual

DEFINITIONS:

“Advanced Software Feature” means an optional software feature (as designated by Cisco) for SP Routing Consumption Model Hardware that provides additional functionality (for example, S-A9K-HQOS-RTU-10 (ASR 9000 H-QoS 10Gbps Right to Use License)).

“Annual Software Maintenance” means an annual Cisco Software Support Services (SWSS) contract for the applicable Software, as such support services program may be renamed, replaced or modified by Cisco.

“Foundation Software” means mandatory software (as designated by Cisco) for SP Routing Consumption Model Hardware that provides, on a per port basis, certain transport protocol support and port activation (for example, S-A9K-IPB-10G (ASR 9000 Basic 10Gbps IP/MPLS Foundation License)).

“Software” means the Foundation Software and the Advanced Software Features, individually and collectively, as applicable. For the avoidance of doubt, the Software does not include the base operating system software that is required for the SP Routing Consumption Model Hardware (for example, IOS-XR), which is licensed separately and not under this SEULA.

“SP Routing Consumption Model Hardware” means certain Cisco service provider routing consumption model hardware products designated by Cisco (for example, A9K-8X100GE-CM (ASR 9000 8-port 100GE Consumption Model Line Card)). Such hardware products enable a form of “consumption model” by supporting Smart Licensing

and the right to use certain port capacity and additional features based on the purchase of licenses for Foundation Software and Advanced Software Features, as applicable.

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

1. Foundation Software and Advanced Software Features. In order to use a port and the associated transport protocol on an SP Routing Consumption Model Hardware product, You are required to purchase from an Approved Source the applicable licenses for the Foundation Software. In order to use an Advanced Software Feature on an SP Routing Consumption Model Hardware product, You are required to purchase from an Approved Source the applicable licenses for the Advanced Software Feature in addition to the foregoing licenses for the Foundation Software. Your use of the Software is subject to any other limitations indicated in the Entitlement (for example, per system, per port, per client, etc.).
2. Smart Licensing. 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. 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>.
3. Software License Portability. Subject to and conditioned upon Your compliance with the Agreement including, without limitation, Section 4 (License Portability Limitations) below, Cisco grants to You the right, during the term of the license, to transfer the Software and the associated license entitlement from one SP Routing Consumption Model Hardware product to another of the same SP Routing Consumption Model Hardware product or its designated successor SP Routing Consumption Model Hardware product (if any) within the same product family, provided that (a) You have purchased and maintained an Annual Software Maintenance contract, without interruption, on the Software and (b) the SP Routing Consumption Model Hardware products were purchased from an Approved Source and are owned by You.
4. License Portability Limitations. You understand and agree that:
 - 4.1 Failure to maintain an Annual Software Maintenance contract automatically terminates the rights granted in Section 3 (Software License Portability) above. You may reinstate an expired Annual Software Maintenance contract in accordance with Cisco's standard support reinstatement policy. Once the Annual Software Maintenance contract is reinstated, then the rights granted in Section 3 above resume.
 - 4.2 Each license for the Software product is a single license and therefore license entitlements for a single Software product may not be unbundled and divided among more than one device.
 - 4.3 Each license entitlement may only be used on, or for, a single device and therefore once a license entitlement is transferred to a different device, the Software must be deactivated on the original device.
 - 4.4 Not all features or functionality are supported across different products, including, without limitation, successor products.
 - 4.5 Although there is no fee associated with transferring a license entitlement for the Software from one SP Routing Consumption Model Hardware product to another of the same SP Routing Consumption Model Hardware product (for example, from one A9K-8X100GE-CM to another A9K-8X100GE-CM), there may be an upgrade fee required when transferring a license entitlement for the Software to a successor SP Routing Consumption Model Hardware product.

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- 4.6 For purposes of this SEULA and the rights granted herein, Cisco has the sole discretion to determine whether a subsequent product is a “successor” product.