

# 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 <u>Cisco End User License Agreement</u> ("Cisco 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 Cisco EULA. To the extent that there is a conflict between the Cisco 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 AnyConnect, Cisco Adaptive Security Appliance, and Cisco Endpoint Security Analytics Built on Splunk

#### Cisco AnyConnect:

- Cisco AnyConnect Secure Mobility Client v4.0 or above, all modules, all operating systems, with
  - Cisco AnyConnect Apex License, and/or
  - o Cisco AnyConnect Plus License, and/or
  - Cisco AnyConnect VPN-only License
- Cisco AnyConnect Profile Editor
- Cisco AnyConnect Enterprise Application Selector
- Cisco AnyConnect Network Visibility Module

#### Cisco ASA:

- Cisco Adaptive Security Appliance IPsec IKEv2 Remote Access VPN functions
- · Cisco Adaptive Security Appliance Clientless SSL VPN functions, including
  - $_{\odot}$  Browser-based SSL VPN
  - o Smart Tunnels
  - Port Forwarding
  - o Additional SSL VPN delivered applets

## **Cisco Endpoint Security Analytics:**

- · Cisco Endpoint Security Analytics Built on Splunk
- Cisco AnyConnect Network Visibility Module App for Splunk
- Cisco NVM Technology Add-On for Splunk

## **DEFINITIONS**

"Administrator Guide" means the Cisco AnyConnect Secure Mobility Client Administrator Guide or the Administrator Guide for the applicable Cisco product or service.

"Cisco Network Device" means a Cisco Adaptive Security Appliance (ASA), Cisco head-end termination device or other Cisco product or solution including, but not limited to the Cisco Identity Services Engine, used in conjunction with the Software that is not associated with a specific end user.

"Endpoint" means a computer, smartphone or other mobile device used by an end user in conjunction with any of the Software.

"Network Access Manager Module" means a separate module in the Software with IEEE 802.1X authentication functionality to manage wired and wireless network connections.

"Network Visibility Module" or "NVM" means a separate module in the Software providing networking flow telemetry functionality to enable endpoint and user behavior analysis.

#### ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS

- 1. Permitted Third Party Use. You may copy and distribute the Software to your third party business partners and customers from a password protected software download site, solely and exclusively for the purposes of accessing your Endpoints or Cisco Network Devices, provided that You shall remain solely responsible for compliance with the Agreement by each such third party, and each such distribution of the Software to a third party is accompanied by a copy of the Agreement. In the event of termination of the Agreement, You must use commercially reasonable efforts to notify all third parties to whom You have distributed the Software that their rights of access and use of the Software has also terminated.
- 2. Required Devices. Each Endpoint must use the Software to connect to a Cisco Network Device. Your use of Cisco Network Devices is subject to separate license entitlements and restrictions that are not covered by this Agreement. Each Cisco Network Device may need to be registered for use with your license. Notwithstanding the foregoing, a Network Access Manager Module and/or Network Visibility Module, as described in the Administrator Guide, may be used by You in conjunction with non-Cisco equipment.
- 3. Cisco Endpoint Security Analytics Built on Splunk. Cisco Endpoint Security Analytics Built on Splunk ("CESA") is sold by Cisco and is licensed and supported by Splunk under the Splunk Software License Agreement available at <u>Splunk Customer Agreement</u> (the "Splunk EULA") as updated by Splunk from time to time. You may be required to accept the Splunk EULA in connection with the delivery to you of CESA and/or related software license key(s). For more information on CESA, see <a href="https://www.cisco.com/c/en/us/products/security/endpoint-security-analytics-built-on-splunk/index.html">https://www.cisco.com/c/en/us/products/security/endpoint-security-analytics-built-on-splunk/index.html</a>.
- 4. NVM for Splunk. Except for CESA, the Software covered by this SEULA (including but not limited to NVM for Splunk), is governed by the Cisco EULA as supplemented by this SEULA. "NVM for Splunk" means the Cisco AnyConnect Network Visibility Module (NVM) App for Splunk and the Cisco NVM Technology Add-On for Splunk, both of which are available for download from <a href="Splunkbase">Splunkbase</a>. NVM for Splunk is subject to the following license limitations and restrictions in addition to those set forth in the Cisco EULA:
  - 4.1. Except as provided in Sections 4.2. and 4.3, NVM for Splunk is licensed to You solely for use with CESA under Your CESA license (including any trial, proof of concept/proof of value, or paid for license of CESA).
  - 4.2 You are authorized to use NVM for Splunk with Your Splunk license or subscription for a Splunk version other than CESA (e.g. a Splunk license purchased from Splunk or a Splunk reseller) provided that such use is limited solely to NVM data collected from no more than fifty (50) Endpoints in the aggregate.
  - 4.3 You are authorized to use NVM for Splunk for evaluation purposes on a one-time basis for up to ninety (90) days from the date of first download.

You are not authorized to use NVM for Splunk and should not download it from Splunkbase unless Your use of NVM is explicitly authorized under Sections 4.1, 4.2 and/or 4.3. If You use NVM for evaluation purposes under Section 4.3, You are required to cease use and delete NVM for Splunk from all computing devices on which it was installed upon completion of the ninety (90) day evaluation period, unless You have purchased a CESA license or are using it with up to fifty (50) Endpoints as permitted under Section 4.2 of this SEULA. For the avoidance of doubt, You are not authorized to use NVM for Splunk or any portion thereof independently of Your use of Cisco AnyConnect and CESA (or another Splunk offer as permitted under Section 4.2 of this SEULA).

5. If Your Cisco AnyConnect purchase includes a subscription to a Cisco Cloud Service, then the Cisco Universal Cloud Agreement and the applicable Offer Description located at <a href="https://www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html">https://www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html</a> shall govern Your license and use of the Cisco Cloud Service in lieu of this SEULA.