



## 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.

#### Product Name

L-AC-APX-LIC= Cisco AnyConnect Apex Term License, Total Authorized Users

For purposes of this SEULA, the product You have ordered or enabled is any of the following software products and/or the referenced functionality (the "Software"):

Cisco AnyConnect:

--Cisco AnyConnect Secure Mobility Client v4.0 or above, all modules, all operating systems, with

- \*Cisco AnyConnect Apex License, and/or
- \*Cisco AnyConnect Plus License, and/or
- \*Cisco AnyConnect VPN only License

--Cisco AnyConnect Profile Editor

--Cisco AnyConnect Enterprise Application Selector

Cisco ASA:

--Cisco Adaptive Security Appliance IPsec IKEv2 Remote Access VPN functions

--Cisco Adaptive Security Appliance Clientless SSL VPN functions, including

- \*Browser based SSL VPN
- \*Smart Tunnels
- \*Port Forwarding
- \*Additional SSL VPN delivered applets

#### Definitions

For purposes of this SEULA, the following definitions apply:

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

"Authorized User" means an End User that has been authorized by You to use the Software. An Authorized User may use the Software on one or more Endpoints provided that such Authorized End User is the dedicated user of each such Endpoint.

"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.

"Customer Experience Feedback Module" means a capability in certain Software to provide Non-personal Information from Endpoints to Cisco for the purpose of improving product quality, reliability, performance, and user experience.

"Device" means an Endpoint or Cisco Network Device.

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

"End User" means your employee or a third party authorized by You to use the Software licensed under this Agreement.

"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" means a separate module in the Software with IPFIX-based networking flow collection functionality to enable endpoint and user behavior analysis with standard netflow collection solutions.

"Non-personal Information" means technical and related information that is not Personal Information, including, but not limited to the operating system type and version; file metadata and identifiers such as SHA-256 values; network host data; origin and nature of malware; Endpoint GUIDs (globally unique identifiers); Internet Protocol ("IP") addresses; MAC addresses; logfiles; the types of software or applications installed on a network or an Endpoint; and any aggregate or demographic data such as cookies, web logs, web beacons, and other similar applications.

"Ordering Document" means the purchase order or similar agreement between You and Cisco or You and an Approved Source, or the valid terms of any purchase order accepted by Cisco, containing the purchase terms for the Software license granted by this Agreement.

"Ordering Guide" means the Cisco AnyConnect Secure Mobility Client Ordering Guide.

"Personal Information" means any information that can be used to identify an individual and may include an individual's name, address, email address, phone number, payment card number, and user name.

"Web Security Module" means a separate module in certain Software with functionality that redirects web traffic to the Cisco Cloud Web Security hosted infrastructure for customers that have separately subscribed to Cisco Cloud Web Security and used in conjunction with Cisco Cloud Web Security Filtering and/or Cisco Cloud Web Security services.

"Unattended Endpoint" means an Endpoint used in conjunction with any of the Software for which there is no dedicated End User.

## License Terms and Conditions

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1. License. Conditioned upon compliance with the terms and conditions of the Agreement, Cisco grants to You a nonexclusive, nontransferable and non-sublicenseable license to allow Devices to use the Software for your internal business purposes. As further specified in the Ordering Document, your right to use the Software is limited to that number of Authorized End Users for which You have paid the required fee, that number of Unattended Endpoints for which You have paid the required fee, and/or the number of concurrent users for which you have paid the required fee, as applicable. In order to use the Software You may be required to input a registration number or product authorization key and register your copy of the Software online at Cisco's website to obtain the necessary license key or license file. You should refer to the Ordering Guide and/or Administrator Guide for the applicable features for the Software You have licensed. This SEULA will apply to Cisco AnyConnect Secure Mobility Client v4.0 and any subsequent versions thereto unless a different SEULA is adopted for such subsequent versions. Additionally, in your sole discretion You may choose to have this SEULA apply to your use of any prior version of AnyConnect.

2. 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 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.

3. License Term. Unless You purchase a perpetual license which will only be permitted in limited instances for certain Software, your license is a term-based subscription to use the Software for a defined period of time as indicated in a SKU or as otherwise shown in the Ordering Document. The subscription term is subject to the termination provisions under the EULA. You must renew each subscription license and pay the applicable fee before the subscription expiration date for continued authorized use of the Software. If a subscription term expires without renewal, then your right and license to use the Software automatically terminates. Additionally, certain Software features and services may cease operation if You do not renew your subscription.

4. 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.

5. Rules. If Cisco provides You with application IDs, signatures or rules for use with any Software (collectively, the "Rules"), then such Rules, and all modifications and updates thereto, are provided on an "AS IS" basis without warranty of any kind, either expressed or implied, including, without limitation, warranties that the Rules are free of defects, merchantable, fit for a particular purpose, error-free or non-infringing.

6. Permitted Legacy Use. If You previously purchased a license to use a prior version of AnyConnect that included a license to use such prior version on mobile platforms, then your End Users covered by such license are hereby granted a license to use AnyConnect v4.0 on their Endpoints at no additional charge until April 30, 2016. Any such use shall be governed by this Agreement and shall not include a license for You to use Cisco AnyConnect Enterprise Application Selector, which license must be separately purchased.

## Technical Support

For Software licensed on a subscription basis, You will also receive Cisco Software Application Support plus Upgrades (SASU) as part of the subscription fee. SASU cannot be purchased separately from the term-based offerings. For Software licensed on a perpetual basis, You must separately purchase a support contract to receive maintenance and technical support. A separate support contract is also required for You to receive maintenance and technical support for (a) Cisco Network Devices, (b) Cisco products

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used in conjunction with the Network Access Manager Module, and (c) other Cisco services. Cisco will not provide technical support services directly to your End Users or to any third party business partner or customer that is authorized to use the Software.

## Consent to Data Collection and Privacy

1. Data Collection and Processing. Cisco may, as part of your use of the Software and/or the provision of services by Cisco, collect, retain, and use Non-Personal Information and specific identifiable data about You, your network and your Endpoints (e.g., Endpoint IDs, IP addresses, location, content, etc.). Some of this specific identifiable data may contain Personal Information. Cisco also may transfer data so collected to Cisco's offices and subsidiaries in the United States and other countries where Cisco or its service providers have facilities.

2. Purpose of Data Collection and Processing. The data Cisco collects from the Software is necessary for the essential use and functionality of the Software (e.g. device tracking, access control, data and traffic analysis, threat detection, malware and conduct-related analysis, etc.), and is also used by Cisco to provide associated services and to improve the operation and functionality of the Software. For these reasons You may not be able to opt out from some of this data collection other than by uninstalling or disabling the Software. You may have the ability, however, to configure the Software to limit some of the data that can be collected, as described in the applicable Documentation and Administrator Guide. For example, You may: (a) withdraw your consent to collection, use, processing and storage of Non-personal Information collected by the Customer Experience Feedback Module at any time by turning the module off; and (b) withdraw your consent to collection, use, processing and storage of Personal Information collected by the Web Security Module at any time by configuring the Cisco Cloud Web Security Filtering Service to anonymize your end user data.

3. Consent to Data Collection and Use. By using the Software and/or subscribing to related Cisco-provided services and accepting these terms, You agree to the collection, use, transfer, backup, and storage of your Personal Information and other data by Cisco and its service providers. Cisco will not process this information other than in accordance with Cisco's Privacy Statement (identified in section 4 below). You also agree that Cisco and its service providers may, as part of your use of the Software and the provision of related services by Cisco, transfer, copy, backup and store your Personal Information and other data in the United States, Europe, or other countries or jurisdictions outside your own where data protection standards may be different.

4. Privacy Statement. By entering into this Agreement, You agree that Cisco's Privacy Statement, as it exists at any relevant time, applies to you. The most current Privacy Statement can be found at: [http://www.cisco.com/web/siteassets/legal/privacy\\_full.html](http://www.cisco.com/web/siteassets/legal/privacy_full.html).

## Description of Other Rights and Obligations

Please refer to the Cisco Systems, Inc. End User License Agreement:  
[http://www.cisco.com/c/en/us/td/docs/general/warranty/English/EU1KEN\\_.html](http://www.cisco.com/c/en/us/td/docs/general/warranty/English/EU1KEN_.html)

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