

# Supplemental End User License Agreement for FirePOWER Services

## 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 (the Ordering Activity, as defined in GSA ORDER ADM4800.2H and revised from time to time) and Cisco (collectively, the “Agreement”). Capitalized terms used in this SEULA 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 SEULA, the terms and conditions of this SEULA 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 SEULA.

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.

## Product Name

For purposes of this SEULA, the Product name you have ordered is any of the following:

1. Cisco FirePOWER Services Subscription for IPS and Apps
2. Cisco FirePOWER Services Subscription for AMP
3. Cisco FirePOWER Services Subscription for URL

## Definitions

“**Endpoint**” means any device capable of processing data used in conjunction with any of the Products or Cisco-provided services, including but not limited to personal computers, mobile devices and network computer workstations.

“**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.

“**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.

### **Additional License Rights and Restrictions**

**License.** Conditioned upon compliance with the terms and conditions of the Agreement, Cisco grants to you a nonexclusive, nontransferable and non-sublicenseable license to use for your internal business purposes the Product and Documentation for which you have paid the required license and/or subscription fee. The license shall be a subscription to use the Product for a defined period of time as indicated in a SKU or as otherwise shown in the ordering document. In order to use the Product, you may be required to input a registration number or product authorization key and register your copy of the Product online at Cisco’s website to obtain the necessary license key or license file.

The subscription term is subject to the termination provisions under the GSA Schedule contract or Federal Procurement Regulations. You must renew the subscription license and pay the applicable fee before the expiration date for continued authorized use of the Product. If the subscription term expires without renewal, Product features and services may cease operation.

If Cisco provides you with application IDs, signatures or rules for use with any Product (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.

### **Consent to Data Collection and Privacy**

**1. Data Collection and Processing.** Cisco may, as part of your use of the Product(s) 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 a Product is necessary for the essential use and functionality of the Product (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 Products. For these reasons you may not be able to opt out from some of this data collection other than by uninstalling or disabling the Product. You may have the ability, however, to configure your Product to limit some of the data that can be collected, as described in the applicable Product Documentation.

**3. Consent to Data Collection and Use.** 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). Cisco and its service providers may, as part of your use of the Product 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)