

Contract Number

20-10109

SAP Number

Information Services Department

Department Contract Representative	Jennifer Mancebo
Telephone Number	909-388-5579
Contractor	Cisco Systems, Inc.
Contractor Representative	Doug Sloan
Telephone Number	949-823-6485
Contract Term	8/25/20 through 8/24/23
Original Contract Amount	Non-Standard Terms
Amendment Amount	N/A
Total Contract Amount	Non-Standard Terms
Cost Center	1200604048

Briefly describe the general nature of the contract: *Enterprise Agreement Program Terms and Conditions for End Users with Cisco Systems, Inc., for software for the period of August 25, 2020 through August 24, 2023.*

FOR COUNTY USE ONLY

Approved as to Legal Form

Bonnie Uphold

Bonnie Uphold, Deputy County Counsel

Date

8-11-20

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

Date

Cisco Enterprise Agreement End User Information Form

End User	
End User's full legal name	COUNTY OF SAN BERNARDINO
Address of End User's principal place of business	670 East Gilbert Street SAN BERNARDINO, CA 92405

End User's Enterprise	
List of Participating Affiliates	
	Not applicable

Purchased Suite(s) & Suite Term	
Purchased Suite(s)	<u>Cisco Security Choice</u> NGFW Duo Stealthwatch Umbrella Tetration
Suite Term	36 months

Cisco Enterprise Agreement for Cisco Security Choice

Overview

End User Headcount	Value
Employees and Contractors	NA
Security Content Users	16500

Security Choice for NGFW Suite

License Type	Meter Count
NGFW Qualified Licenses	Device Count
Sec EA 2.0 Choice FPR4120 Threat Defense Threat, Malware,URL	3
ENHANCED SUPPORT FOR NEXT-GEN FIREWALL	1

Security Choice for Duo Suite

License Type	Meter Count
Duo Qualified Licenses	User Count
EA Choice - Duo Access Edition	5000
BASIC SUPPORT FOR DUO	1

Security Choice for Stealthwatch Suite

License Type	Meter Count
Stealthwatch Qualified Licenses	User Count
Security EA 2.0 Stealthwatch Flow Rate License -10PK	10000
ENHANCED SUPPORT FOR STEALTHWATCH	1

Security Choice for Umbrella Suite

License Type	Meter Count
Umbrella Qualified Licenses	User Count
Sec EA 2.0 Choice Umbrella DNS Advantage	3000

Umbrella Support for DNS/SIG Packages - Enhanced	1
--------------------------------------------------	---

Security Choice for Tetration Suite

License Type	Meter Count
Security Tetration Qualified Licenses	User Count
Security Choice EA Tetration CWP License - Per Workload	2000
Basic Support for Tetration (OnPrem)	1

Cisco Security Choice Enrollment Description & Supplemental EA Program Terms

This Enrollment Description lists the available Suites and additional program terms that apply to the Cisco Security Choice Enrollment. You may purchase any or all of the Suites available under the Cisco Security Choice Enrollment (provided You satisfy any minimum Suite requirements in effect at the time of Your purchase), but the collection of Software and Cloud Services that comprise a Suite may not be modified.

Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
Email Security	Cisco Email Security Appliance	Software	Cisco Content Security Software SEULA; EULA	User	Yes	Yes
	Cisco Cloud Email Security	Cloud Service	CES, CRES, DMP and APP OD; UCA	User	Yes	Yes

Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
Web Security	Cisco Web Security Appliance	Software	Cisco Content Security Software SEULA; EULA	User	Yes	No

Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
Cloudlock	Cisco Cloudlock	Cloud Service	Cisco Cloudlock OD; UCA	Cloudlock User; App; Add-on	Yes (Cloudlock User only)	Yes

Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
Umbrella	Cisco Umbrella Includes Umbrella Education, Umbrella Insights, Umbrella Platform, Umbrella DNS Advantage, Umbrella SIG Essentials, and option for Umbrella Investigate API	Cloud Service	Cisco Umbrella OD; UCA	User	Yes	Yes

Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
AMP for Endpoints	Cisco AMP for Endpoints Essentials or Advantage	Cloud Service	AMP, Threat Grid, and Cisco Security Connector OD; UCA	Endpoint	Yes	Yes

Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
Stealthwatch	Cisco Stealthwatch Cloud For private network monitoring or public cloud monitoring	Cloud Service	Cisco Stealthwatch Cloud OD; UCA	Endpoint (private network monitoring) Effective Megaflow (public cloud monitoring)	Yes	No
	Cisco Stealthwatch Enterprise Includes Cognitive Intelligence	Software; Cloud Service	Cisco Stealthwatch Enterprise SEULA; EULA; UCA	Flows	Yes	No

Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
Next Generation Firewall (NGFW)	Cisco Firepower Services Includes AMP for Networks	Software; Cloud Service	Cisco Network Security SEULA; EULA; AMP, Threat Grid, and Cisco Security Connector OD; UCA	Instance	Yes	Yes

Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
Identity Service Engine (ISE)	ISE Base & ISE Device Admin	Software	EULA	Endpoint Session (ISE Base) Node (ISE Device Admin)	Yes	No
	ISE Plus & ISE Apex	Software	EULA	Endpoint Session	Yes	No

Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
Tetration	Cisco Tetration Workload Protection	Software; Cloud Service	Cisco Tetration Analytics SEULA; EULA; Cisco Tetration SaaS OD; UCA	Tetration Workload	Yes	Yes
	Cisco Tetration Endpoint Visibility	Software; Cloud Service	Cisco Tetration Analytics SEULA; EULA; Cisco Tetration SaaS OD; UCA	Endpoint	Yes	Yes

Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
AnyConnect	Cisco AnyConnect Apex License	Software	Cisco AnyConnect SEULA; EULA	User	No	No

Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
Cisco Defense Orchestrator	Cisco Defense Orchestrator	Cloud Service	Cisco Defense Orchestrator OD; UCA	Instance	No	Yes

Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
AMP Virtual Private Cloud	Cisco AMP Virtual Private Cloud Subscription Licenses¹	Software; Cloud Service	EULA; AMP, Threat Grid, and Cisco Security Connector OD; UCA	Instance	No	Yes

Notes:

- (1) Compatible appliances must be purchased separately and are not included with the AMP Virtual Private Cloud Suite.

Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
Threat Grid	Threat Grid Advanced File Analysis Pack	Cloud Service	AMP, Threat Grid, and Cisco Security Connector OD; UCA	Daily Submission	No	No
	Threat Grid Cloud Subscription	Cloud Service	AMP, Threat Grid, and Cisco Security Connector OD; UCA	User	No	No
	Threat Grid Content Subscription for Appliance	Software	EULA	Daily Submission	No	No



Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
Duo	Cisco Duo (MFA or Access or Beyond) Cisco Duo Federal (MFA or Access)	Cloud Service	Cisco Duo OD; UCA	User	Yes	Yes

Supplemental Terms and Conditions

Applicable Meters

“**Add-on**” means any separately priced Software component not included in an App.

“**App**” means one of the following core Cisco Cloudlock services licensed in bundles based on the quantity of applications: Cloudlock for Google, Cloudlock for Salesforce, Cloudlock for Dropbox, Cloudlock for Box, Cloudlock for Microsoft Office365, Cloudlock for ServiceNow, Cloudlock App Connector for Slack, and Cloudlock for Webex Teams. Note, this list may be revised from time to time.

“**Cloudlock User**” means the number of unique accounts (active, suspended, or otherwise) on the applicable Covered Cloud Services being monitored and scanned by Cisco Cloudlock. For example, a subscription for 1,000 Cloudlock Users means that You are authorized to use Cisco Cloudlock to scan and monitor up to 1,000 unique accounts on each of the applicable Covered Cloud Services.

“**Covered Cloud Service**” means the applicable Cloud Service environments for which You are using Cisco Cloudlock (e.g. Your Salesforce, Box, or Dropbox environment).

“**Daily Submission**” means a daily sample file submission for threat analysis.

“**Effective Megaflow**” means one million lines of flow log data generated by the environment monitored by Stealthwatch Cloud and processed by Cisco, measured on a monthly basis.

“**Endpoint**” means any device supported by the applicable Software or Cloud Service that is capable of processing data and accessing a network, including but not limited to: (a) personal computers; (b) virtual desktop instances (VDIs); (c) mobile devices; and (d) network computer workstations.

“**Endpoint Session**” means each unique network connection of an Endpoint, including but not limited to ethernet, wireless, and VPN connections.

“**Flows**” means network traffic flows per second.

“**Instance**” means an instantiation of a physical or virtual machine, as applicable.

“**Node**” means a Cisco Identity Services Engine (ISE) physical or virtual appliance assuming the Policy Service persona.

“**Tetration Workload**” means any of the following that is subject to Cisco Tetration Workload Protection capability: server, virtual machine, container host, baremetal instance, or other server equivalent.

“**User**” means an authorized user of the applicable Software or Cloud Service.

True Forward Value Shift

For those Suites in the Cisco Security Choice Enrollment that include value shift (as reflected in the above tables), Your True Forward payment obligation will be calculated using the value shift method. Under the value shift method, if You incur a True Forward payment obligation for a given Suite and You also have Residual Value in the same Suite, Your True Forward payment obligation will be offset by the Residual Value. Any Residual Value applied will be reflected in the True Forward invoice from the Approved Source. “**Residual Value**” means the portion of the fees You paid that are attributable to an Under-Consumed Product, as determined by Cisco. “**Under-Consumed Product**” means Software or Cloud Service for which You have Consumed less than Your Entitlement.

Growth Allowance

For those Suites in the Cisco Security Choice Enrollment that include a Growth Allowance (as reflected in the above tables), the Growth Allowance is 20%. During the Suite Term, You may Consume up to 120% of the Initial Entitlement without incurring any additional fees. The True Forward is calculated once You exceed the Growth Allowance. For clarity, if You exceed the Initial Entitlement but do not exceed the Growth Allowance, You will not incur any True Forward fees.

Support Services

Except for Cloudlock, Duo, and Umbrella (discussed below), basic Support Services include access to: (1) Support and troubleshooting by telephone or web case submission 24 hours per day, 7 days per week; and (2) Technical and general information on Cisco.com. Cisco will respond to requests: (i) within one hour for Severity 1 and 2 cases; (ii) on the next business day for Severity 3 and 4 cases; and (iii) in accordance with the Cisco Severity and Escalation Guideline (available on Cisco.com). For Software, basic Support Services also include: (3) Work-around solutions or patches to reported Software problems; and (4) Major, minor, and maintenance releases. You will be required to update to the latest Software or Cloud Service release to correct a reported problem and facilitate Cisco's ability to provide Support Services using commercially reasonable efforts. Basic Support Services for Cloudlock and Umbrella are set forth in the applicable OD (as reflected in the above tables). Basic Support Services for Duo are set forth at <https://duo.com/support> and do not include Duo Care, which is available for purchase.

End User Information Form Acceptance

THE UNDERSIGNED REPRESENTS THAT THEY ARE AUTHORIZED TO SIGN THIS FORM ON THE END USER'S BEHALF AND THAT THE INFORMATION PROVIDED, INCLUDING METER COUNTS FOR THE END USER AND ITS PARTICIPATING AFFILIATES, IS ACCURATE AS OF THE DATE OF SIGNATURE. THE UNDERSIGNED UNDERSTANDS THAT THE APPROVED SOURCE RELIES UPON THE INFORMATION PROVIDED IN THIS FORM TO ESTABLISH THE PRICE QUOTE FOR THE END USER'S PURCHASE.

End User Acceptance	
End User	COUNTY OF SAN BERNARDINO
Authorized Representative Name	Curt Hagman
Authorized Representative Title	Chairman, Board of Supervisors
Date	AUG 11 2020
Signature	

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD LYNNA MONELL Clerk of the Board of Supervisors of the County of San Bernardino

By  Deputy



Cisco Enterprise Agreement Program Terms and Conditions for End Users

These terms and conditions together with the applicable Enrollment Descriptions and EUIF (collectively, “**EA Program Terms**”) govern any Suites that You order under the Cisco Enterprise Agreement Program (“**Purchased Suites**”). The EA Program Terms do not modify the terms of any Cisco products or services You purchase outside of the Cisco Enterprise Agreement Program.

By signing these terms and conditions You agree to the EA Program Terms and the Licensing Documents. If You do not agree to the EA Program Terms or Licensing Documents, You may not Consume the Software or Cloud Services. Notwithstanding the foregoing, You are not obligated to make a purchase by entering into the EA Program Terms, and neither the EA Program Terms nor the Licensing Documents will apply until You place an order as further described in section 1, below.

1. **Orders.** To purchase Suites under the EA Program Terms, You must first submit the applicable EUIF and Enrollment Description signed by Your authorized representative to the Approved Source. The EUIF must list: (a) Your Participating Affiliates; (b) the Purchased Suites; (c) the Suite Term; and (d) accurate Meter counts for You and all Participating Affiliates. You will then be required to place an order for the Purchased Suites according to the process set forth in Your purchasing agreement with the Approved Source.
2. **Access To Purchased Suites.** Subject to Your payment of the applicable fees to the Approved Source, Cisco will grant You and all Participating Affiliates the right to Consume the Purchased Suites during the Suite Term via the EA Workspace or as otherwise set forth in the applicable Enrollment Description. You must pay for all Software and Cloud Services Consumed. You are responsible for keeping all login credentials to the EA Workspace secure and for the actions of any individual You or a Participating Affiliate authorize to access the EA Workspace, including payment for any Software or Cloud Services Consumed by such individuals.
3. **Enterprise-wide Commitment.** The Approved Source relies on the information You provide in the EUIF to establish the Enterprise-wide Commitment. During the Suite Term, Your payment obligation related to the Enterprise-wide Commitment may increase as a result of any of the following: (a) You exceed the Initial Growth Cap (as described in section 5); (b) You exceed the Initial Entitlement or the previous year’s Entitlement subject to a True Forward (as described in section 6); or (c) You purchase an additional Suite (as described in section 9).
4. **Term & Termination.**
 - a. **Term.** The Term of the EA Program Terms will commence on the date of signature below and continue so long as there is an active Purchased Suite, unless earlier terminated in accordance with section 4(c)(i), below.
 - b. **Suite Term.** The Suite Term for each Purchased Suite will commence on the Suite Start Date and last for the period set forth in the EUIF, unless terminated in accordance with section 4(c)(i), below.
 - c. **Termination.**
 - i. Either party may terminate the EA Program Terms or a Purchased Suite if the other party materially breaches the EA Program Terms and does not cure the breach within 30 days of written notice of the breach.

- ii. In the event of Your uncured material breach of the EA Program Terms for non-payment of fees to the Approved Source, Cisco may, in lieu of termination of the Program Terms pursuant to section 4(c)(i), suspend Your right to Consume the Software and Cloud Services in the Purchased Suite and suspend Your access to the EA Workspace, until Your breach has been cured.
 - iii. In the event of Your termination for Cisco's uncured material breach of the EA Program Terms, Cisco will refund to the Approved Source (or You, if You purchased directly from Cisco) any fees You paid covering the period after the effective date of termination.
 - iv. Other than as provided in this section 4 and to the extent permitted by law, the EA Program Terms and any orders placed thereunder are non-cancellable and may not be terminated.
 - d. **Effect of Termination; End of Suite Term.** Upon termination or at the end of the Suite Term:
 - i. The following rights will terminate with respect to the Purchased Suites: (1) Your right to Consume Cloud Services and Software; (2) Your right to access the EA Workspace; (3) Your right to receive Support Services; and
 - ii. You must destroy the product activation keys (PAKs) provided in connection with the Purchased Suites.
- 5. **Initial Growth Cap.** If You exceed the Initial Growth Cap during the first six months of the Suite Term, the Approved Source may charge You for such Consumption above the Initial Growth Cap. If the Purchased Suite includes a Growth Allowance (described in the applicable Enrollment Description), the Growth Allowance cannot be used to offset fees for exceeding the Initial Growth Cap.
- 6. **True Forward.**
 - a. Cisco performs a True Forward for the Purchased Suites on each anniversary of the Suite Start Date. On the first anniversary of the Suite Start Date, if You have exceeded the Initial Entitlement, the Approved Source will charge You for the Consumption above the Initial Entitlement through the remainder of the Suite Term. On each subsequent anniversary of the Suite Start Date, the Approved Source will charge You for any Consumption above the previous year's Entitlement through the remainder of the Suite Term.
 - b. Your True Forward payment obligation for each Purchased Suite will be calculated by comparing Your Consumption of Software and Cloud Services to Your Entitlement for the previous year. Any payment owed to the Approved Source will be determined as follows and reflected in the price quote from the Approved source: the unit price less any applicable discount or incentive multiplied by the quantity by which You exceeded Your then-current Entitlement. The price used to calculate any True Forward fees will be established when You place the order for each Purchased Suite.
 - c. For some Suites, a portion of Your True Forward payment obligation may be offset by the residual value remaining in Software or Cloud Services in the same Suite. This process is called value shift, and the applicable Enrollment Description indicates whether and to the extent value shift applies to a given Suite.

- d. There is no fee for exceeding the Entitlement in the final year of the Suite Term.
7. **Updates to Purchased Suites.** Cisco may enhance or refine the Purchased Suites at no additional cost to You. Such updates will not materially reduce the core functionality of the Purchased Suites.
8. **End of Life.** Notwithstanding anything in the EA Program Terms to the contrary, Cisco reserves the right to discontinue a Suite with at least three years' prior notice. If a Purchased Suite is discontinued, Cisco will either: (a) provide You a substantially similar replacement Suite for the remainder of the Suite Term; or (b) issue a credit to the Approved Source (or You, if You purchased directly from Cisco) for any fees You paid for the Purchased Suite covering the period after the last date such Purchased Suite is available for You to Consume. Such credit can be applied towards the future purchase of Cisco products and services.
9. **Purchasing Additional Suites.** You may purchase additional Suites by submitting a new EUIF and order to the Approved Source. Additional Suites may co-terminate with a pre-existing Purchased Suite provided there are at least 12 months remaining in the Suite Term of such pre-existing Purchased Suite. Otherwise, additional Purchased Suites will be given a new Suite Term and will be subject to the then-current EA Program Terms in accordance with section 10, below.
10. **Modifications.** As our business evolves, Cisco may modify the EA Program Terms. Updated EA Program Terms do not apply to pre-existing Purchased Suites or to future orders that co-terminate to a pre-existing Purchased Suite, which will be governed by the version of the EA Program Terms already in effect for the pre-existing Purchased Suite.
11. **Participating Affiliates.** You are responsible for Your Participating Affiliates' compliance with the EA Program Terms.
12. **Support Services.** Basic Support Services are included in the price of the Purchased Suite and described in the applicable Enrollment Description and Licensing Documents. Higher levels of Support Services may be available for You to purchase and, if You elect to do so, will be described in documentation provided to You at the time of purchase.
13. **Importation Fee for Embedded Software.** For Purchased Suites that include Embedded Software, the value of Embedded Software will be deducted from the purchase price of the related Cisco hardware. If You are required to pay an Importation Fee, Your jurisdiction may use the value of both the hardware and Embedded Software to calculate the Importation Fee. Accordingly, the Importation Fee on the value of the combined products may be higher than if calculated solely using the price of the hardware.
14. **Delivery of Embedded Software.** Embedded Software is delivered pre-installed on Cisco hardware to the address provided on the purchase order for the Cisco hardware. Your use of the smart licensing account Cisco designates for the Embedded Software will ensure accurate pricing of the Embedded Software.
15. **No Assignment & Transfer.** Neither the EA Program Terms, nor any right or obligation herein may be assigned or transferred by a party (including under Cisco's Software Transfer and Relicensing Policy) without the other party's prior written consent, which may not be unreasonably conditioned, withheld, or delayed. Any attempted assignment without the other party's consent shall be void and of no effect. Notwithstanding the foregoing, Cisco may assign the EA Program Terms and any right or obligation herein to a Cisco Affiliate without Your consent.


16. **Verification.** Upon reasonable request from Cisco, You will assist Cisco in verifying the quantity of Software and Cloud Services that You have Consumed. If the verification discloses Consumption above Your then-current Entitlement, the Approved Source will charge You for the excess Consumption in accordance with the EA Program Terms.
17. **Combined Discounts.** The pricing, discounts, and other incentives offered in connection with a Purchased Suite may not be combined with any other price reductions, discounts, promotional pricing, rebates, credits, trade-in, or other pricing programs or incentives offered by Cisco unless expressly agreed by Cisco in writing.
18. **Entire Agreement.** The EA Program Terms constitute the entire agreement between the parties concerning the Cisco Enterprise Agreement Program and supersede all prior oral or written communications between the parties concerning the program.
19. **Order of Precedence.** The documents comprising the EA Program Terms are complimentary, and to the extent possible, construed and interpreted consistently. In the event of an inconsistency, conflict, or ambiguity between the EA Program Terms, the order of precedence for any Purchased Suite is first the EUIF, then the Enrollment Description, and then these terms and conditions. The EA Program Terms take precedence over the applicable Licensing Documents.
20. **Definitions.**
 - a. **"Affiliate"** means, with respect to a party, any entity that directly or indirectly Controls, or is Controlled by, or is under common Control with such party. **"Control"** means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (e.g., a contract that allows control).
 - b. **"Approved Source"** means Cisco or a Cisco authorized reseller, distributor, or systems integrator.
 - c. **"Cisco"** means Cisco Systems, Inc. or its applicable Affiliate delivering the EA Program Terms.
 - d. **"Cloud Service"** means the Cisco hosted software-as-a-service listed in the applicable Enrollment Description.
 - e. **"Consume"** or **"Consumption"** means to download, install, activate, provision, enable, or otherwise access Software or Cloud Services.
 - f. **"EA Program"** has the meaning given to it in the introductory paragraph.
 - g. **"EA Program Terms"** has the meaning given to it in the introductory paragraph.
 - h. **"EA Workspace"** means the portal from where You Consume Software and Cloud Services and view and manage Your Entitlement.
 - i. **"Embedded Software"** means Software that is delivered on newly purchased Cisco hardware.
 - j. **"End User," "You," or "Your"** means the final purchasing entity as identified on the EUIF.
 - k. **"Enterprise-wide Commitment"** means Your purchase commitment in the Purchased Suite for You and all Participating Affiliates, as reflected on the EUIF.

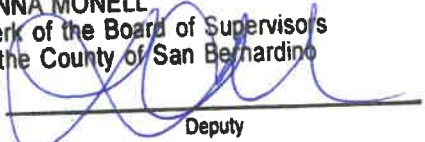
- l. **“Entitlement”** means, at any point in time during the Suite Term, the type and quantity of Software and Services as determined by the Meter counts for which You have already paid the applicable fees to the Approved Source.
- m. **“Enrollment”** means a combination of Suites belonging to the same Cisco product family. Cisco DNA, Cisco Data Center, Cisco Security Choice, Cisco Meraki, and Cisco Collaboration Flex Plan each represent an Enrollment.
- n. **“Enrollment Description”** means the supplemental program terms and description governing an Enrollment.
- o. **“EUIF”** means the End User Information Form for the Purchased Suite.
- p. **“EULA”** mean’s Cisco End User License Agreement, available at cisco.com/go/eula.
- q. **“Growth Allowance”** means the right to exceed the Initial Entitlement without incurring additional fees as set forth in the applicable Enrollment Description.
- r. **“Importation Fee”** means an import duty or tax on the purchase of Cisco hardware.
- s. **“Initial Entitlement”** means Your Entitlement at the start of the Suite Term as determined by the Meter counts for You and all Participating Affiliates provided on the EUIF.
- t. **“Initial Growth Cap”** means 105% of the Initial Entitlement.
- u. **“Licensing Documents”** means the EULA and SEULAs for the Software and UCA and ODs for the Cloud Services in the Purchased Suites (or similar terms existing between You and Cisco). The applicable Licensing Documents are listed in the Enrollment Description for each Purchased Suite.
- v. **“Meter”** means the unit of measurement for Software or Cloud Services Consumption.
- w. **“OD”** means the offer description and supplemental licensing terms governing Cloud Services.
- x. **“Participating Affiliates”** means Your Affiliates whose Meter counts are included on the EUIF.
- y. **“Purchased Suites”** has the meaning given to it in the introductory paragraph.
- z. **“Services”** means both Cloud Services and Support Services.
- aa. **“SEULA”** means the supplemental licensing terms governing Software.
- bb. **“Software”** means the Cisco software listed in the applicable Enrollment Description.
- cc. **“Suite”** means a combination of Software and Services in an Enrollment.
- dd. **“Suite Start Date”** means, with respect to each Purchased Suite, the earliest date any Software or Cloud Service in the Purchased Suite is made available for You to Consume.
- ee. **“Suite Term”** means, with respect to each Purchased Suite, the duration of the Purchased Suite.

- ff. **“Support Services”** means maintenance, technical assistance, or other support provided for the Software and Cloud Services in a Purchased Suite.
- gg. **“Term”** means the duration of the EA Program Terms.
- hh. **“True Forward”** means an annual adjustment to account for exceeding the previous year’s Entitlement.
- ii. **“UCA”** means Cisco’s Universal Cloud Agreement, available at cisco.com/go/uca.

Terms and Conditions Acceptance

I HAVE READ THE TERMS AND CONDITIONS ABOVE AND UNDERSTAND THAT IF AN ORDER IS PLACED, THESE TERMS AND CONDITIONS WILL APPLY TO THE PURCHASED SUITES.

End User Acceptance	
End User	COUNTY OF SAN BERNARDINO
Authorized Representative Name	Curt Hagman
Authorized Representative Title	Chairman, Board of Supervisors
Date	AUG 11 2020
Signature	

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors of the County of San Bernardino
By  Deputy