

Cisco Enterprise Agreement End User Information Form

End User	
End User's full legal name	City of Augusta
Address of End User's principal place of business	535 Telfair Street Bldg. 2000 , AUGUSTA, GA 30901

End User's Enterprise
List of Participating Affiliates
Not applicable

Purchased Suite(s) & Suite Term	
Purchased Suite(s)	<u>Cisco Security Choice</u> ISE NGFW AMP For Endpoints Duo Umbrella AnyConnect
Suite Term	60 months

Cisco Enterprise Agreement for Cisco Security Choice

Overview

End User Headcount	Value
Employees and Contractors	NA
Security Content Users (Employees and Contractors with email or Internet access) ¹	3000

Notes:

1. The Security Content Users (SCU) count is solely used to assist the Approved Source in calculating the Initial Entitlement (as defined in the EA Program Terms) that is most appropriate for You. Aside from assisting the Approved Source in making such calculation, the SCU count will have no bearing on Your obligations, or those of the Approved Source, in connection with the Purchased Suite.

Security Choice for ISE Suite

License Type	Meter Count
Qualified Licenses	Endpoint Count
Cisco Security EA 2.0 Choice ISE Premier Subscription 10pk	50
Optional Licenses	Endpoint Count
Security EA 2.0 Choice ISE 3.0 Device Admin TACACS License	1
Cisco EA 2.0 Choice - ISE 3.0 - Basic SW Support	1

Security Choice for NGFW Suite

License Type	Meter Count
Qualified Licenses	Instance Count
Sec EA 2.0 Choice FPR3110 Threat Defense Threat, Malware,URL	2
BASIC SUPPORT FOR NEXT-GEN FIREWALL	1

Security Choice for AMP For Endpoints Suite

License Type	Meter Count
Qualified Licenses	Endpoint Count
Sec EA 2.0 Choice AMP Endpoints Premier 10pk	300

Security Choice for Duo Suite

License Type	Meter Count
Qualified Licenses	User Count
EA Choice - Duo Access Edition	3000
PREMIUM SUPPORT FOR DUO	1

Security Choice for AnyConnect Suite

License Type	Meter Count
Qualified Licenses	User Count
Security EA 2.0 Choice AnyConnect Apex License 10pk	60
BASIC SUPPORT FOR ANYCONNECT	1

Security Choice for Umbrella Suite

License Type	Meter Count
Qualified Licenses	User Count
Sec EA 2.0 Choice Umbrella DNS Advantage	3000
Umbrella Support for DNS/SIG Packages - Enhanced	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 ⁽¹⁾	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
Secure Email (formerly Email Security)	Cisco Secure Email Gateway Essentials and Cisco Secure Email Cloud Gateway Essentials	Software and Cloud Service	Secure Email, Secure Email Encryption Service, DMP, APP and CMD OD (formerly CES, CRES, DMP, APP and CMD OD); EULA	Covered User	Yes	Yes
	Cisco Secure Email Gateway Advantage and Cisco Secure Email Cloud Gateway Advantage	Software and Cloud Service	Secure Email, Secure Email Encryption Service, DMP, APP and CMD OD (formerly CES, CRES, DMP, APP and CMD OD); EULA	Covered User	Yes	Yes

Notes:

- (1) Secure Email Gateway is an on-premise Software offer formerly named Email Security Appliance. Secure Email Cloud Gateway is a Cloud Service offer formerly named Cloud Email Security.

Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
Cloud Mailbox Defense	Cisco Cloud Mailbox Defense	Cloud Service	Secure Email, Secure Email Encryption Service, DMP, APP and CMD OD (formerly CES, CRES, DMP, APP and CMD OD); EULA	User	Yes	Yes

Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
Secure Web Appliance (formerly Web Security)	Cisco Secure Web Appliance	Software	EULA	Covered User	Yes	No

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

Suite	Included Licenses ⁽¹⁾	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
Umbrella	Umbrella DNS Education Umbrella DNS Essentials Umbrella DNS Advantage ⁽²⁾ Umbrella SIG Education Umbrella SIG Essentials ⁽³⁾ Umbrella SIG Advantage ⁽⁴⁾	Cloud Service	Cisco Umbrella OD; Secure Malware Analytics OD; EULA	Covered User	Yes	Yes

Notes:

- (1) Each of the Umbrella offers above includes ability to purchase applicable optional add-ons.
- (2) Umbrella DNS Advantage includes Secure Malware Analytics File Reputation (formerly, "AMP Ecosystem File Reputation")
- (3) Umbrella SIG Essentials includes Secure Malware Analytics (500 submissions per day)
- (4) Umbrella SIG Advantage includes Secure Malware Analytics (unlimited file submissions per day) and Secure Malware Analytics Cloud (formerly, "Threat Grid Cloud")

Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
Secure Endpoint (formerly AMP for Endpoints)	Cisco Secure Endpoint Essentials or Advantage or Premier Cisco Secure Endpoint Education Essentials or Advantage or Premier	Cloud Service	Secure Endpoint OD; EULA	Endpoint	Yes	Yes

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

Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
Secure Cloud and Network Analytics	Cisco Secure Cloud Analytics (formerly, Stealthwatch Cloud) For private network monitoring or public cloud monitoring or Secure Cloud Insights	Cloud Service	Cisco Stealthwatch Cloud OD; EULA	Flow per second (PNM or PCM) Billable Entities (SCI)	Yes	No
	Cisco Secure Network Analytics (formerly, Stealthwatch Enterprise) Includes Global Threat Alerts (formerly, Cognitive Intelligence)	Software; Cloud Service	Cisco Stealthwatch Enterprise SEULA; EULA	Flows per second	Yes	No

Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
Secure Firewall (formerly NGFW)	Threat Defense Threat (T) License or Threat Defense Threat, Malware and URL (TMC) License Includes Secure Malware Analytics	Software; Cloud Service	Secure Malware Analytics OD; EULA	Device	Yes	Yes

Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
Identity Service Engine (ISE)	ISE Device Admin	Software	EULA	Node (ISE Device Admin)	Yes	No
	ISE Essentials, Advantage, Premier	Software	EULA	Endpoint Session	Yes	No

Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
Secure Workload (formerly Tetration)	Cisco Secure Workload Protection	Software; Cloud Service	Cisco Secure Workload SEULA; Cisco Secure Workload SaaS OD; EULA	Workload	Yes	Yes
	Cisco Secure Workload Device Visibility	Software; Cloud Service	Cisco Secure Workload SEULA; Cisco Secure Workload SaaS OD; EULA	Device	Yes	Yes

Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
Kenna	Kenna.VM	Cloud Service	Kenna.VM, Kenna.AppSec and Kenna.VI+ OD; EULA	Device	Yes	Yes
	Kenna.AppSec	Cloud Service	Kenna.VM, Kenna.AppSec and Kenna.VI+ OD; EULA	Application	Yes	Yes
	Kenna.VI+	Cloud Service	Kenna.VM, Kenna.AppSec and Kenna.VI+ OD; EULA	Instance	Yes	Yes

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

Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
Cisco Defense Orchestrator (CDO)	Cisco Defense Orchestrator	Cloud Service	Cisco Defense Orchestrator OD; EULA	Device ²	No	Yes

Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
Secure Endpoint Virtual Private Cloud (formerly, AMP Virtual Private Cloud)	Cisco Secure Endpoint Virtual Private Cloud Subscription Licenses ¹	Software; Cloud Service	Cisco Secure Endpoint OD; EULA	Endpoint	No	Yes

Notes:

- (1) Compatible appliances must be purchased separately and are not included with the AMP Virtual Private Cloud Suite.
- (2) Based on number of Devices managed by CDO

Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
Secure Malware Analytics (formerly, Threat Grid)	Secure Malware Analytics Advanced File Analysis Pack	Cloud Service	Secure Malware Analytics OD; EULA	Daily Submission	No	No
	Secure Malware Analytics Cloud Subscription	Cloud Service	Secure Malware Analytics OD; EULA	Unique User	No	No
	Secure Malware Analytics Content Subscription for Appliance	Software	Secure Malware Analytics OD; EULA	Daily Submission	No	No

Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
Security Analytics and Logging	Cisco Security Analytics and Logging	Cloud Service	Cisco Security Analytics and Logging OD; EULA	Gigabytes per day	No	Yes

Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
Cyber Vision	Cisco Cyber Vision	Software	EULA	Endpoint	No	Yes

Suite	Service	Documents	Meter	Growth Allowance	Value Shift
Cisco Talos Incident Response (CTIR)	Core features: Provides services focused on incident readiness and response	Cisco Talos Incident Response Retainer Service Description ¹	N/A; Consumption measured in hours	No	No

Notes:

- (1) CTIR is provided in accordance with the applicable Service Description available at:
<https://www.cisco.com/c/en/us/about/legal/service-descriptions.html>

Suite	Included Licenses	License Type	Licensing Documents	Meter	Growth Allowance	Value Shift
Cisco Secure DDoS Protection	Secure Cloud DoS On-Demand Protection Secure Cloud DDoS Always-On Protection Secure Cloud DDoS Hybrid - On-Demand Secure Cloud DDoS Hybrid - Always-On Protection Additional Data Center License Additional Network License Additional IP License	Cloud Service	Radware Master Cloud Services Agreement ¹	Throughput in MB	No	No

Notes:

- (1) Notwithstanding anything to the contrary in the EA Program Terms, Cisco Secure DDoS Protection is provided under and in accordance with the Radware Master Cloud Services Agreement available at: <https://www.radware.com/getattachment/499789a1-bab8-48e2-9f79-f8210c2ad615/MSA-Cisco-August-2021.pdf.aspx>

End User Information Form Acceptance

THIS END USER INFORMATION FORM SETS FORTH THE SPECIFICS OF THE END USER'S ENROLLMENT IN THE EA PROGRAM TERMS. END USER'S 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	City of Augusta
Authorized Representative Name	Garnett L. Johnson
Authorized Representative Title	Mayor
Date	
Signature	

Cisco Enterprise Agreement Program Terms and Conditions for US SLED End Users

These terms and conditions together with (a) the applicable Enrollment Descriptions and End User Information Form (collectively, the “**EA Program Terms**”) and, (b) the Cisco-held direct government purchase contract (“**SLED Contract**”) (if a state or local government is purchasing directly under the SLED Contract), which are incorporated by this reference, 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. The documents comprising the EA Program Terms and the SLED Contract 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 and the SLED Contract, the order of precedence for any Purchased Suite is first the SLED Contract, then the EUIF, then the Enrollment Description, and then these terms and conditions. The EA Program Terms take precedent over the applicable Licensing Documents.

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. **Confidentiality.** Cisco acknowledges that notwithstanding the Confidentiality label attached to the EA Program Terms, You may be subject to and required to comply with open records laws and You will abide by any required disclosures under such laws.
14. **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.
15. **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.
16. **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.
17. **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.

18. **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.
19. **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.
20. **Definitions.**
- a. **"Affiliate"** means any governmental departments, agencies, bodies, and other public sector entities as listed on the completed EUIF by End User.
 - 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 Terms"** has the meaning given to it in the introductory paragraph.
 - g. **"EA Workspace"** means the portal from where You Consume Software and Cloud Services and view and manage Your Entitlement.
 - h. **"Embedded Software"** means Software that is delivered on newly purchased Cisco hardware.
 - i. **"End User," "You," or "Your"** means the final purchasing entity as identified on the EUIF.
 - j. **"Enterprise-wide Commitment"** means Your purchase commitment in the Purchased Suite for You and all Participating Affiliates, as reflected on the EUIF.
 - k. **"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.
 - l. **"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.
 - m. **"Enrollment Description"** means the supplemental program terms and description governing an Enrollment.
 - n. **"EUIF"** means the End User Information Form for the Purchased Suite.
 - o. **"EULA"** means Cisco End User License Agreement, available at cisco.com/go/eula.
 - p. **"Growth Allowance"** means the right to exceed the Initial Entitlement without incurring additional fees as set forth in the applicable Enrollment Description.
 - q. **"Importation Fee"** means an import duty or tax on the purchase of Cisco hardware.
 - r. **"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.

- s. **"Initial Growth Cap"** means 105% of the Initial Entitlement.
- t. **"Licensing Documents"** means the EULA and SEULAs for the Software and the EULA and ODs for the Cloud Services in the Purchased Suites (or if you are purchasing pursuant to a SLED Contract, the applicable licensing terms in the Cisco SLED Contract, where applicable). The applicable Licensing Documents are listed in the Enrollment Description for each Purchased Suite.
- u. **"Meter"** means the unit of measurement for Software or Cloud Services Consumption.
- v. **"OD"** means the offer description and supplemental licensing terms governing Cloud Services.
- w. **"Participating Affiliates"** means Your Affiliates whose Meter counts are included on the EUIF.
- x. **"Purchased Suites"** has the meaning given to it in the introductory paragraph.
- y. **"Services"** means both Cloud Services and Support Services.
- z. **"SEULA"** means the supplemental licensing terms governing Software.
- aa. **"Software"** means the Cisco software listed in the applicable Enrollment Description.
- bb. **"Suite"** means a combination of Software and Services in an Enrollment.
- cc. **"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.
- dd. **"Suite Term"** means, with respect to each Purchased Suite, the duration of the Purchased Suite.
- ee. **"Support Services"** means maintenance, technical assistance, or other support provided for the Software and Cloud Services in a Purchased Suite.
- ff. **"Term"** means the duration of the EA Program Terms.
- gg. **"True Forward"** means an annual adjustment to account for exceeding the previous year's Entitlement.

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	City of Augusta
Authorized Representative Name	Garnett L. Johnson
Authorized Representative Title	Mayor
Date	
Signature	