

Cisco Enterprise Agreement End User Information Form

End User	
End User's full legal name	COUNTY OF PINELLAS
Address of End User's principal place of business	315 COURT ST , RM 300 CLEARWATER, FL 33768

End User's Enterprise
List of Participating Affiliates
Not applicable

Purchased Suite(s) & Suite Term	
Purchased Suite(s)	Cisco DNA Switching Wireless
Suite Term	60 months

Cisco Enterprise Agreement for Cisco DNA

Cisco DNA for Switching Suite

Hardware Model	Advantage Quantity	Premier Quantity	Add On Quantity
C2960X/XR 24-Port CISCO DNA Essentials Only	69	0	0
C2960X/XR 48-Port CISCO DNA Essentials Only	103	0	0
CISCO DNA Cat 3660CX 12 Port	25	0	0
CISCO DNA Cat 3660CX 6 Port	40	0	0
CISCO DNA Cat 9300 24 Port	60	0	0
CISCO DNA Cat 9300 48 Port	365	0	0
CISCO DNA Cat 9400	4	0	0
CISCO DNA Cat 9600-32C (high-port density)	4	0	0
CISCO DNA Cat 9600 24Q / 40X / 48X (High-port density)	10	0	0
Cisco DNA Cat 9600 12Q / 16X / 24X (Low-port density)	40	0	0

Cisco DNA for Wireless Suite

Hardware Model	Advantage Quantity	Premier Quantity	Add On Quantity
CISCO DNA Wireless	900	0	0

Cisco DNA Enrollment Description & Supplemental EA Program Terms

This Enrollment Description lists the available Suites and additional terms and conditions that apply to the Cisco DNA Enrollment. You may purchase any or all of the Suites available under the Cisco DNA Enrollment, but the collection of Software and Cloud Services that comprise a Suite may not be modified.

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco DNA for Switching ¹	Advantage Tier			
	Cisco DNA Essentials Core features: basic automation and monitoring	Software	EULA	Device
	Cisco DNA Advantage² Core features: advanced automation and monitoring; policy and assurance	Software	EULA	Device
	Premier Tier			
	Cisco DNA Essentials Core features: basic automation and monitoring	Software	EULA	Device
	Cisco DNA Advantage Core features: advanced automation and monitoring; policy and assurance	Software	EULA	Device
	Stealthwatch Enterprise For Encrypted Traffic Analytics Includes Stealthwatch Flow Rate License, Virtual Stealthwatch Management Console, Virtual Flow Collectors, and Cognitive Intelligence (a cloud threat detection feature)	Software	EULA	Device
ISE Base + ISE Plus³ For SD-Access and Network Health Insights	Software	EULA	Device	

Notes:

- (1) Cisco switches (running Network Advantage) and Cisco DNA Center appliances must be purchased separately and are not included with the Cisco DNA for Switching Suites. Note, if You previously purchased Prime Infrastructure, you will be permitted to continue using it until You transition to the Cisco DNA Center appliance.
- (2) Cisco DNA Advantage does not include Stealthwatch licenses which are required to leverage the Encrypted Traffic Analytics feature or ISE licenses required to leverage the SD-Access and Network Health Insights features.
- (3) ISE physical and virtual appliances must be purchased separately and are not included.

Suite	Included Licenses	License Type ⁵	Licensing Documents	Meter
Cisco DNA for SD-WAN and Routing⁴	Advantage Tier			
	Cisco DNA Essentials Core features: management and connectivity Includes Cisco Umbrella DNS Monitoring	Software; Cloud Service	EULA; Cisco Umbrella OD; Cisco SD-WAN OD; UCA	Device
	Cisco DNA Advantage Core features: policy and assurance; management and connectivity Includes Cisco Umbrella App Discovery and Cisco AMP	Software; Cloud Service	EULA; Cisco SD-WAN OD; AMP, Threat Grid and Clarity OD; Cisco Umbrella OD; UCA	Device
	Premier Tier			
	Cisco DNA Essentials Core features: management and connectivity Includes Cisco Umbrella DNS Monitoring	Software; Cloud Service	EULA; Cisco Umbrella OD; Cisco SD-WAN OD; UCA	Device
	Cisco DNA Advantage Core features: policy and assurance; management and connectivity Includes Cisco Umbrella App Discovery and Cisco AMP	Software; Cloud Service	EULA; Cisco SD-WAN OD; AMP, Threat Grid and Clarity OD; Cisco Umbrella OD; UCA	Device
	Cisco Umbrella Secure Internet Gateway (SIG) Essentials	Cloud Service	Cisco Umbrella OD; UCA	User
Cisco Threatgrid	Cloud Service	AMP, Threat Grid, and Clarity OD; UCA	Daily Submission	

Notes:

- (4) Cisco routers must be purchased separately and are not included with the Cisco DNA for Routing Suites.
- (5) Cisco Umbrella, Cisco AMP, and Cisco Threat Grid are only available as Cloud Services. The SD-WAN control plane is available either as Software or a Cloud Service.

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco DNA for Wireless ⁶	Advantage Tier			
	Cisco DNA Essentials Core features: basic automation and monitoring	Software	EULA	Access Point
	Cisco DNA Advantage Core features: advanced automation and monitoring; policy and assurance	Software	EULA	Access Point
	Cisco DNA Spaces See Core features: location-based business insights, networking troubleshooting, and optimization	Software; Cloud Service	EULA; Cisco DNA Spaces OD; UCA	Access Point
	Premier Tier			
	Cisco DNA Essentials Core features: basic automation and monitoring	Software	EULA	Access Point
	Cisco DNA Advantage Core features: advanced automation and monitoring; policy and assurance	Software	EULA	Access Point
	Cisco DNA Spaces See Core features: location-based business insights, networking troubleshooting, and optimization	Software; Cloud Service	EULA; Cisco DNA Spaces OD; UCA	Access Point
	ISE Base + ISE Plus⁷ For SD-Access and Network Health Insights	Software	EULA	Endpoint Session
	Cisco DNA Spaces Extend Includes DNA Spaces See features plus partner integration capabilities	Software; Cloud Service	EULA; Cisco DNA Spaces OD; UCA	Access Point
	Optional Add-ons			
	ISE Base + ISE Plus For SD-Access and Network Health Insights	Software	EULA	Endpoint Session
	Stealthwatch Enterprise For Encrypted Traffic analytics Includes Stealthwatch Flow Rate license, Virtual Stealthwatch Management Console, and Virtual Flow Collectors. Also includes access to Cognitive Intelligence, a cloud threat detection feature	Software; Cloud Service	Cisco Stealthwatch Enterprise SEULA; EULA; UCA	Flows
	DNA Spaces Act Includes DNA See, DNA Extend, plus advanced location services and toolkits	Software; Cloud Service	EULA; Cisco DNA Spaces OD; UCA	Access Point
DNA Spaces Extend Includes DNA Spaces See features plus partner integration capabilities	Software; Cloud Service	EULA; Cisco DNA Spaces OD; UCA	Access Point	
Cisco DNA Endpoint Software for Aironet Active Sensor Simulates, predicts and validates wireless network performance	Software	EULA	Active Sensor	

Notes:

- (6) Cisco Access Points and controllers and Cisco DNA Center Appliance must be purchased separately and are not included with the Cisco DNA for Wireless Suites. Note, if You previously purchased Prime Infrastructure, you will be permitted to continue using it until You transition to the Cisco DNA Center appliance.
- (7) ISE physical and/or virtual appliances must be purchased separately and are not included in the Suite.

Supplemental Terms and Conditions

Applicable Meters

“**Access Point**” means a networking device that allows other Wi-Fi devices to connect to a wired network.

“**Active Sensor**” means a dedicated wireless network sensor designed for assuring optimal performance across the network.

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

“**Device**” means a computing, networking, or communications device capable of running the Software or browser plug-ins associated with the Software.

“**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.

“**User**” means an internet-connected user of the applicable Software or Cloud Service.

True Forward

Under the Cisco DNA Enrollment, 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. Notwithstanding the foregoing, only Consumption of Cisco DNA licenses will be used in the calculation of Residual Value. Consumption of ISE, Stealthwatch, Umbrella, and Threat Grid will not be used in the calculation of Residual Value. “**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.

If You Consume licenses from a premier tier (as reflected in the above tables) that You did not purchase as part of Your Initial Entitlement, the Approved Source may charge You for such Consumption before the next scheduled True Forward. If You would like to add licenses from a premier tier to Your Entitlement, You may do so at any time by submitting a new order to the Approved Source.

Growth Allowance

The Cisco DNA Enrollment does not include a Growth Allowance.

Support Services

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.

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 PINELLAS
Authorized Representative Name	c
Authorized Representative Title	c
Date	
Signature	

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 precedent 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 PINELLAS
Authorized Representative Name	c
Authorized Representative Title	c
Date	
Signature	

APPROVED AS TO FORM
By: Keiah Townsend
Office of the County Attorney