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You will not and will not allow a third party to:
Appendix D – End User License Agreement

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a. transfer, sublicense, or assign Your rights under this license to any other person or entity (except as expressly provided in Section 12 below), unless expressly authorized by Cisco in writing;

b. modify, adapt or create derivative works of the Software or Documentation;

c. reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software, except as provided in Section 16 below;

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e. Use Software that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorized by Cisco in writing;

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7. LIMITED WARRANTY AND DISCLAIMER

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8. LIMITATIONS AND EXCLUSIONS OF LIABILITY

Liability limits will be as set forth in Appendix A, Section 10.K, DIR Contract No. DIR-TSO-4167.

9. UPGRADES AND ADDITIONAL COPIES OF SOFTWARE

Notwithstanding any other provision of this EULA, You are not permitted to Use Upgrades unless You, at the time of acquiring such Upgrade:

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b. limit Your Use of Upgrades or copies to Use on devices You own or lease; and

c. unless otherwise provided in the Documentation, make and Use additional copies solely for backup purposes, where backup is limited to archiving for restoration purposes.

10. AUDIT

END USER LICENSE AGREEMENT

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During the license term for the Software and for a period of three (3) years after its expiration or termination, You will take reasonable steps to maintain complete and accurate records of Your use of the Software sufficient to verify compliance with this EULA. No more than once per twelve (12) month period, You will allow Cisco and its auditors the right to examine such records and any applicable books, systems (including Cisco product(s) or other equipment), and accounts, upon reasonable advanced notice, during Your normal business hours. If the audit discloses underpayment of license fees, You will pay any undisputed license fees pursuant to Appendix A, Section 8.J, and Appendix C, DIR Contract No. DIR-TSO-4167.

11. TERM AND TERMINATION

This EULA shall remain effective in accordance with Section 2 of DIR Contract No. DIR-TSO-4167. Terminations will be handled in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-4167. You may terminate the EULA at any time by ceasing use of or destroying all copies of Software.

12. TRANSFERABILITY

You may only transfer or assign these license rights to another person or entity in compliance with Appendix A, Section 4D to DIR Contract No. DIR-TSO-4167 and the current Cisco Relicensing/Transfer Policy. Any attempted transfer or, assignment not in compliance with the foregoing shall be void and of no effect.

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Cisco Software, products, technology and services are subject to local and extraterritorial export control laws and regulations. You and Cisco each will comply with such laws and regulations governing use, export, re-export, and transfer of Software, products and technology and will obtain all required local and extraterritorial authorizations, permits or licenses. Specific export information may be found at: http://tools.cisco.com/legal/export/pepd/Search.do.

15. SURVIVAL

Subject to Appendix A, Section 4E, of DIR Contract No. DIR-TSO-4167, Sections 4, 5, the warranty limitation in 7(a), 7(b) 7(c), 8, 10, 11, 13, 14, 15, 17 and 18 shall survive termination or expiration of this EULA.

16. INTEROPERABILITY

To the extent required by applicable law, Cisco shall provide You with the interface information needed to achieve interoperability between the Software and another independently created program. Cisco will provide this interface information at Your written request after you pay Cisco’s licensing fees (if any). To the extent allowed under the Texas Public Information Act, You agree to keep this information in strict confidence and strictly follow any applicable terms and conditions upon which Cisco makes such information available.

17. GOVERNING LAW, JURISDICTION AND VENUE

If You acquired the Software in the United States of America, as determined by reference to the address on the purchase order the Approved Source accepted or, in the case of an Evaluation Product, the address where Product is shipped, the EULA will be governed according to the laws of the State of Texas (notwithstanding any conflict of laws provision) and the state courts in Travis County, Texas shall have exclusive jurisdiction over any claim arising under this EULA.

The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. In addition, no person who is not a party to the EULA shall be entitled to enforce or take the benefit of any of its terms under the Contracts (Rights of Third Parties) Act 1999. Regardless of the above governing law, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party’s intellectual property or proprietary rights.

18. INTEGRATION

If any portion of this EULA is found to be illegal, void or unenforceable, the remaining provisions of the EULA shall remain in full force and effect. Except as expressly stated herein, or as expressly amended in a signed agreement, the EULA and DIR Contract No. DIR-TSO-4167 constitutes the entire agreement between the parties with respect to the license of the Software and supersedes any conflicting or additional terms contained in any purchase order or elsewhere, all of which
terms are excluded. The parties agree that the English version of the EULA will govern in the event of a conflict between it and any version translated into another language.