

CISCO END USER LICENSE AGREEMENT
FOR CISCO-BRANDED SOFTWARE PRODUCTS

This is an agreement between You and Cisco Systems, Inc. or its affiliates (“**Cisco**”) and governs your Use of Cisco Software. “**You**” and “**Your**” means the Customer licensing the Software under this EULA pursuant to DIR Contract No. DIR-TSO-4167. “**Use**” or “**Using**” means to download, install, activate, access or otherwise use the Software. “**Software**” means the Cisco computer programs and any Upgrades made available to You by an Approved Source and licensed to You by Cisco. “**Documentation**” is the Cisco user or technical manuals, training materials, specifications or other documentation applicable to the Software and made available to You by an Approved Source. “**Approved Source**” means (i) Cisco or (ii) the Cisco authorized reseller, distributor or systems integrator from whom you acquired the Software. “**Entitlement**” means the license detail; including license metric, duration, and quantity provided in a product ID (PID) published on Cisco’s price list, claim certificate or right to use notification. “**Upgrades**” means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software and backup copies thereof.

This agreement, the DIR Contract No. DIR-TSO-4167, and any supplemental license terms and any specific product terms at www.cisco.com/go/softwareterms (collectively, the “**EULA**”) govern Your Use of the Software.

1. ACCEPTANCE OF TERMS

By Using the Software, You agree to be bound by the terms of the EULA. If you are entering into this EULA on behalf of an entity, you represent that you have authority to bind that entity. If you do not have such authority or you do not agree to the terms of the EULA, neither you nor the entity may Use the Software and it may be returned to the Approved Source for a refund within thirty (30) days of the date you acquired the Software or Cisco product. Your right to return and refund applies only if you are the original end user licensee of the Software.

2. LICENSE

- a. Subject to payment of the applicable fees and compliance with the terms and conditions of DIR Contract No. DIR-TSO-4167, and this EULA, Cisco grants You a limited, non-exclusive and non-transferable license to Use object code versions of the Software and the Documentation solely for Your internal operations and in accordance with the Entitlement and the Documentation. Cisco licenses You the right to Use only the Software You acquire from an Approved Source. Unless contrary to applicable law, You are not licensed to Use the Software on second-hand or refurbished Cisco equipment not authorized by Cisco, or on Cisco equipment not purchased through an Approved Source. In the event that Cisco requires You to register as an end user, Your license is valid only if the registration is complete and accurate. The Software may contain open source software, subject to separate license terms made available with the Cisco Software or Documentation.
- b. If the Software is licensed for a specified term, Your license is valid solely for the applicable term in the Entitlement. Your right to Use the Software begins on the date the Software is made available for download or installation and continues until the end of the specified term, unless otherwise terminated in accordance with this Agreement.

3. EVALUATION LICENSE

If You license the Software or receive Cisco product(s) for evaluation purposes or other limited, temporary use as authorized by Cisco (the “**Evaluation Product**”), Your Use of the Evaluation Product is only permitted for the period limited by the license key or otherwise stated by Cisco in writing. If no evaluation period is identified by the license key or in writing, then the evaluation license is valid for thirty (30) days from the date the Software or Cisco product is made available to You. You will be invoiced for the list price of the Evaluation Product pursuant to Section 8.I, Appendix A DIR Contract No. DIR-TSO-4167 if You fail to return or stop Using it by the end of the evaluation period. The Evaluation Product is licensed “AS-IS” without support or warranty of any kind, expressed or implied. Except for Cisco’s obligation to indemnify pursuant to Section 10.A.3, Appendix A DIR Contract No. DIR-TSO-4167, Cisco does not assume liability arising from the use of Evaluation Product. You may not publish any results of benchmark tests run on the Evaluation Product, subject to the Texas Public Information Act, without first obtaining written approval from Cisco. You authorize Cisco to use any feedback or ideas You provide Cisco in connection with Your Use of the Evaluation Product.

4. OWNERSHIP

Cisco or its licensors retain ownership of all intellectual property rights in and to the Software, including copies, improvements, enhancements, derivative works and modifications thereof. Your rights to Use the Software are limited to those expressly granted by this EULA. No other rights with respect to the Software or any related intellectual property rights are granted or implied.

5. LIMITATIONS AND RESTRICTIONS

You will not and will not allow a third party to:

- 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;
- d. make the functionality of the Software available to third parties, whether as an application service provider, or on a rental, service bureau, cloud service, hosted service, or other similar basis unless expressly authorized by Cisco in writing;
- e. Use Software that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorized by Cisco in writing;
- f. remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Software; or

6. THIRD PARTY USE OF SOFTWARE

You may permit a third party to Use the Software licensed to You under this EULA if such Use is solely (i) on Your behalf, (ii) for Your internal operations, and (iii) in compliance with this EULA. You are responsible for that third party's Use of the Software on Your behalf as if such Use was Your own.

7. LIMITED WARRANTY AND DISCLAIMER

- a. **Limited Warranty.** Cisco warrants that the Software will substantially conform to the applicable Documentation for the longer of (i) ninety (90) days following the date the Software is made available to You for your Use or (ii) as otherwise set forth at <http://www.cisco.com/go/warranty>. This warranty does not apply if the Software, Cisco product or any other equipment upon which the Software is authorized to be used: (i) has been altered, except by Cisco or its authorized representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Cisco, (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; (iv) is licensed for beta, evaluation, testing or demonstration purposes or other circumstances for which the Approved Source does not receive a payment of a purchase price or license fee; or (v) has not been provided by an Approved Source. Cisco will use commercially reasonable efforts to deliver to You Software free from any viruses, programs, or programming devices designed to modify, delete, damage or disable the Software or Your data.
- b. **Exclusive Remedy.** At Cisco's option and expense, Cisco shall repair, replace, or cause the refund of the license fees paid for the non-conforming Software. This remedy is conditioned on You reporting the non-conformance in writing to Your Approved Source within the warranty period. The Approved Source may ask You to return the Software, the Cisco product, and/or Documentation as a condition of this remedy. This Section is Your exclusive remedy under the warranty.
- c. **Disclaimer**

Except as expressly set forth above and to the extent allowed by applicable law, Cisco and its licensors provide Software "as is" and expressly disclaim all warranties, conditions or other terms, whether express, implied or statutory, including without limitation, warranties, conditions or other terms regarding merchantability, fitness for a particular purpose, design, condition, capacity, performance, title, and non-infringement. Cisco does not warrant that the Software will operate uninterrupted or error-free or that all errors will be corrected. In addition, Cisco does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

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:

- a. already hold a valid license to the original version of the Software, are in compliance with such license, and have paid the applicable fee for the Upgrade; and
- 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

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.

13. U.S. GOVERNMENT END USERS

The Software and Documentation are "commercial items," as defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and Defense Federal Acquisition Regulation Supplement ("DFAR") 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this EULA may be incorporated, Government end users will acquire the Software and Documentation with only those rights set forth in this EULA. Any license provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.

14. EXPORT

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-41678, 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.