



## U.S. Federal Government Appendix to Cisco Enterprise Agreement Program Terms for End Users

If You are a U.S. Federal Government End User (as defined below), this U.S. Federal Government Appendix (“**U.S. Fed Appendix**”) to the EA Program Terms is incorporated into and applies to the EA Program Terms. In the event of a conflict between the EA Program Terms and this U.S. Fed Appendix, this U.S. Fed Appendix takes precedence.

### 1. Definitions

“**U.S. Federal Government End User**” means any of the following agencies or establishments of the U.S. Federal Government: (a) executive departments as defined by 5 U.S.C. 101; (b) military departments as defined by 5 U.S.C. 102; (c) government corporations as defined by 5 U.S.C. 103; (d) independent establishments as defined by 5 U.S.C. 104; and (e) any establishment in the legislative or judicial branch of the U.S. Federal Government.

### 2. Applicable Terms

- 2.1 **Commercial Computer Software.** Cisco Software and Cloud Services are deemed to be “commercial computer software” and the accompanying documentation is deemed to be “commercial computer software documentation” as defined at FAR 2.101, and as such, use of the Software and Cloud Services by the U.S. Federal Government End User will be governed by the terms of the End User License Agreement to the extent such terms are consistent with applicable Federal law in accordance with Federal Acquisition Regulation (FAR) 12.212(b) and Defense Federal Acquisition Regulation Supplement (DFARS) 227.7202.
- 2.2 **Commercial Products and Services.** Cisco Technology and Services are deemed to be “commercial products” and “commercial services” as defined at FAR 2.101, and as such, only those mandatory flow down clauses at FAR 52.244-6 (Subcontracts for Commercial Products and Commercial Services) will apply to the EA Program Terms to the extent such clauses are applicable to the U.S. Federal Government End User purchase from an Approved Source of Cisco Technology and Services under the EA Program.

### 3. Governing Law

- 3.1 **Modifications.** To the extent the EA Program Terms include any of the following rights or obligations, such rights or obligations will be deemed deleted and unenforceable against the U.S. Federal Government End User:
  - (A) rights or obligations of which permit a unilateral, material modification to the EA Program Terms;
  - (B) rights or obligations of which permit a unilateral suspension or termination of U.S. Federal Government End User access to Cisco Technology and Services under the EA Program;
  - (C) rights or obligations of which permit automatic renewals of U.S. Federal Government End User access to Cisco Technology and Services under the EA Program;
  - (D) rights or obligations of which are expressly prohibited under 41 U.S.C. 15 (Anti-Assignment Act); or
  - (E) rights or obligations of which are expressly prohibited under 31 U.S.C. 1341 (Anti-Deficiency Act).
- 3.2 **Governing Law.** The EA Program Terms are governed by applicable U.S. Federal law and to the extent the EA Program Terms include any terms of which are expressly prohibited under applicable U.S. Federal law, such terms will be deemed deleted and unenforceable against the U.S. Federal Government End User.

## 4. General Terms

- 4.1 **Disputes.** Cisco reserves the right to resolve any disputes arising under the EA Program Terms and to seek recovery of any unpaid amounts in accordance with 41 U.S.C. 71 (Contract Disputes Act). U.S. Federal Government End User access to Cisco Technology and Services will continue pending final resolution of any request for relief, claim, appeal or action pursuant to FAR 52.233-1 (Disputes).
- 4.2 **Confidentiality.** Notwithstanding any “Confidential Information” label as applied to the EA Program Terms, U.S. Federal Government End User may disclose Confidential Information if required by applicable legal process or 5 U.S.C. 552 (Freedom of Information Act). If legally permissible, the disclosure of Confidential Information will be predicated upon U.S. Federal Government End User providing written notice to Cisco upon receipt of request to afford Cisco the opportunity to assert any available exemptions as permitted by law.