



End User Obligations

- (1) End User agrees to comply with Cisco's Export Restrictions.
- (2) End User agrees to comply with Cisco's standard End User License Agreement located at <http://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html> for all Cisco software provided with any Service (including any upgrades, updates, patches, or Bug Fixes provided at a later time). End User further agrees to abide by Cisco's rules that govern the download of Cisco software, which state, amongst other things:
 - End User is only entitled to download Cisco software for the Cisco hardware chassis or device or the particular application software or signature file for which End User has paid the applicable software license fees; and
 - End User has a current and valid service contract that covers either the specific Cisco hardware chassis or device or application software for which End User is downloading software and/or the software image or subscription file (e.g., for Intrusion Detection System) that End User is downloading.
- (3) End User agrees to comply with terms and conditions provided in the Cisco Service Description, which are posted at www.cisco.com/go/servicedescriptions
- (4) End User agrees to maintain active service contract for Cisco hardware and application software as long as support services are required. In the event that continuous support coverage is not required for Cisco software or Cisco hardware, customer has the responsibility to cancel or opt out of any automatic contract renewal.
- (5) End User will keep all Cisco Confidential Information confidential.
- (6) End User agrees to be bound by the following licensing terms and conditions related to the purchase of Advanced Services from Cisco or through a Cisco authorized reseller:
 - a. Cisco grants to End User a worldwide, non-exclusive and non-transferable license to use for End User's internal business use only: (i) Software provided as a result of Advanced Services, if any, (ii) the Deliverables specified in each SOW (in object code form if Software), if any, and (iii) Data Collection Tools, if any. This license grant does not include the right to sublicense.
 - b. This license shall be governed by: (i) the terms and conditions attached to the Software or in the absence of such terms by the license posted at <http://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html>
 - c. End User agrees that it is licensed to use Software: (1) only on Hardware; or (2) in the case of Application Software, on third party hardware, (except as otherwise authorized in the Software Documentation); or (3) in the case of Data Collection Tools, in object code form only, on the Data Collection Tool on which such Software is provided.
 - d. The license is perpetual, provided End User is not in breach of the terms. Notwithstanding the above, the license for Data Collection Tools is valid until the

earlier of: (i) the expiration or termination of the SOW under which the Data Collection Tool was provided; or (ii) Cisco's request to End User that the Data Collection Tool(s) be returned to Cisco.

- e. Except as expressly authorized, End User shall not (nor permit a third party to): download more than one copy of the Software, copy, in whole or in part, any Software, Deliverable or Data Collection Tool, make error corrections or otherwise modify, decompile, decrypt, reverse engineer, disassemble or otherwise reduce all or any portion of any Software, Deliverable or Data Collection Tool which is software to human-readable form; or transfer, sublicense, rent, lease, distribute, sell, or create derivative works of any Deliverables. There are no implied licenses and all rights not expressly granted herein are reserved to Cisco.
 - f. When End User updates or upgrades a copy of Software to a new release, End User shall not use (except for a limited period of parallel testing) the new Software release and the corresponding copy of the previous Software release concurrently. Under no circumstances shall the previous release be re-used or transferred to any other device(s).
 - g. *U.S. Government End User Purchasers.* The Software and Documentation qualify as "commercial items," as that term is 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 12.212, FAR 52.227-19 Commercial Computer Software—Restricted Rights and DoD FAR Supp. 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 document may be incorporated, Customer may provide to Government end user or, if this document is direct, Government end user will acquire, the Software and Documentation with only those rights set forth in this document. Use of either the Software or Documentation or both constitutes agreement by the Government that the Software and Documentation are "commercial computer software" and "commercial computer software documentation," and constitutes acceptance of the rights and restrictions herein.
- (7) End User agrees follow the RMA procedures located on Cisco.com for requests, packaging, and returns: http://www.cisco.com/c/en/us/support/rma_portal.html#.
- a. In the case of Advanced Replacement Service, defective parts must be returned within ten (10) calendar days of the ship date of the replacement parts. For defective parts that have not been returned within thirty (30) calendar days after shipment of the replacement parts, Cisco reserves the right to charge liquidated damages equivalent to the full list price of the parts not returned. Recurring failure to comply to with these terms may result in delayed or denied services until resolved.
 - b. In the case of Return for Repair Service or Return to Factory Service, failed hardware must be received by Cisco within sixty (60) days of RMA issuance and Customer is responsible for delivering at its expense, the failed Hardware to Cisco's facility safely packaged and undamaged.