Supplemental End User License Agreement

IMPORTANT: READ CAREFULLY

Dear Customer,

This Supplemental End User License Agreement (“SEULA”) contains additional terms and conditions for the Software Product set forth herein and licensed under the End User License Agreement (“EULA”) between you and Cisco Systems, Inc. or its Affiliates (collectively, the “Agreement”). Capitalized terms will have the meanings as in the EULA. To the extent that there is a conflict between the EULA and this SEULA, this SEULA will take precedence.

By downloading, installing, or using the Software you agree to comply with the terms of this SEULA.

SUPPLEMENTAL LICENSE TERMS FOR: Cisco systems WebEx Social Software

ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

1. WebEx Social Software is an enterprise collaboration platform that may provide different functionality, including, but not limited to: content/documents (content development, content management, portals, and Intranets); communication (voice/video, instant messaging, conferencing, and email); business process (business applications, vertical applications, customer care, and workflow); and social networking (profiles, teams, communities, networks).

2. License. Conditioned upon compliance with the terms and conditions of the Agreement, Cisco grants to Customer a nonexclusive, nontransferable and sublicenseable (to Customer’s end users) license to use for Customer’s (and/or Customer’s end users’) internal business purposes the Software and Documentation for which Customer has paid the required license and/or subscription fee. “Documentation” means information (whether contained in user or technical manuals, training materials, specifications, videos or otherwise) pertaining to the Software and made available by Cisco with the Software in any manner (including on CD-Rom, or online). In order to use the Software, Customer may be required to input a registration number or product authorization key and register Customer’s copy of the Software online at Cisco’s website to obtain the necessary license key or license file.

3. Customer’s license to use the Software shall be limited to, and Customer shall not use the Software in excess of, such limitations as are set forth in the SEULA or in the applicable purchase order which has been accepted by Cisco and for which Customer has paid to Cisco the required fee (the “Purchase Order”).

4. Content. Customer agrees that it is solely responsible for the content of all visual, written or audible communications and any other material (“Content”) displayed, uploaded, exchanged or transmitted on or through the Software. Under no circumstances will Cisco be liable to Customer for any loss or damages: (i) arising from any Content, or Content related errors or omissions; or (ii) incurred as a result of the use of, access to, or denial of access to the Content.
5. Third Party Offerings. Certain uses of Software may allow Customer to evaluate and use third-party applications and/or services ("Third Party Offerings"). Customer’s use of Third Party Offerings will be governed by terms Customer must accept during the installation or registration process. Questions about the terms should be addressed directly to the Third Party Offering provider. Third Party Offerings may involve the exchange of data with the Software. Cisco is not responsible for Customer’s data outside of the Software or for modifications or deletions of Customer’s data made by third parties or their Third Party Offerings. If Customer has questions or concerns about the processing or handling of Customer’s data by Third Party Offering providers, Customer shall contact those providers directly. Customer bears all risks associated with using or relying upon Third Party Offerings. Cisco and the Third Party Offering provider do not warrant the accuracy, reliability, completeness, usefulness, non-infringement, or quality of any Third Party Offerings and hereby disclaim all express and implied warranties, including any implied warranties of merchantability or fitness for a particular purpose, relating to such Third Party Offerings. Cisco and the Third Party Offering provider shall not be liable or responsible in any way for any losses or damage of any kind, including lost profits or other indirect or consequential damages, relating to Customer’s use of or reliance upon any Third Party Offering.

6. Use of Twitter Services. Customer’s use of Twitter Services is governed by and Twitter Terms of Services located at: http://twitter.com/tos

7. WebEx Social Software contains certain Oracle database products ("Oracle Products") that impose additional restrictions on Customer’s use. Customer shall not install or configure Oracle Products separately and independently from WebEx Social Software. Except for Enterprise Manager, Customer shall not access Oracle Products directly or through other database tools, but rather only through WebEx Social Software. Customer shall not navigate the underlying data schema of Oracle Products. Customer shall not access Oracle Products or establish the transfer of data without Cisco APIs. Customer shall not upgrade Oracle Products separately, but only as a component of Oracle Products.

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