



## Supplemental Terms

# HaaS Terms and Conditions

These HaaS Terms and Conditions (the “**HaaS Terms**”) are Supplemental Terms that form part of the [General Terms](#) or similar terms existing between You and Cisco (including the End User License Agreement) (the “**Agreement**”). Capitalized Terms, unless defined in this document, have the meaning in the General Terms.

### 1. Summary

These HaaS Terms set out specific terms that apply to Your access to and use of HaaS (defined below) provided as part of Subscription Offers. The inclusion of HaaS in a Subscription Offer grants You the right to use HaaS for the Use Term by paying the applicable fees.

### 2. Shipping

- 2.1 **Delivery.** The Approved Source will deliver HaaS to the location indicated in the Order. Cisco is not responsible for the installation, maintenance, or repair of HaaS except as expressly stated in the Offer Description or as a separately purchased service.
- 2.2 **Return.** You must ensure all HaaS is Returned by the last day of Your Use Term. If You do not, Your Use Term will continue monthly until Cisco either (a) receives the Returned HaaS; or (b) receives payment from You equal to the fair market value of the unreturned HaaS. Cisco’s acceptance of the non-return fee neither transfers title of HaaS to You nor serves as a buy-out fee. Returns are subject to section 3.4 (Risk of Loss) below.

### 3. Installation, Operation, and Care

- 3.1 **Installation and Use.** You will install HaaS according to Cisco’s instructions and use it in conformance with the Offer Description and the Documentation. You will keep HaaS in good working order (reasonable wear and tear excepted) until it is Returned to Cisco. You will keep HaaS in a location that meets the environmental requirements (if any) specified in the relevant Documentation.
- 3.2 **Changes.** You may not make alterations or additions to HaaS except where they are (a) required by law; (b) recommended by Cisco in its Documentation (e.g., installing bug fixes); (c) a configurable element of HaaS; or (d) approved in advance by Cisco in writing. Any alterations or additions must be readily removable without damage to HaaS.
- 3.3 **Location.** You are not authorized to export HaaS or to move any HaaS outside the country specified in the Order. You may move HaaS within the country specified in the Order, if: (a) You send written notice to Cisco at least 30 days before the move; and (b) for SKUs that include multiple devices in a bundle (as opposed to individual SKUs for each device), all the bundled HaaS comprising the SKU are moved together to one new site. You are responsible for any additional taxes or fees imposed on Your move and use of the HaaS in another location.
- 3.4 **Risk of Loss.** You bear the entire risk of loss, theft, or damage to HaaS from the time You receive HaaS until Returned to Cisco. You will notify Cisco in writing promptly if You become aware that HaaS has been lost, stolen, or damaged or has its functionality impaired due to corruption of software, firmware, or other causes.

- 3.5 **Insurance.** You will maintain levels of insurance sufficient to fully cover HaaS. Upon request, You will deliver to Cisco a certificate of insurance showing compliance with this requirement.
- 3.6 **Data.** You are responsible for backing up Customer Content (including data, configurations, and programs) on HaaS and for deleting it all before Return. Cisco will delete all Data (regardless of the type) from HaaS when Returned. Cisco will have no liability to You for any Data on HaaS upon return to Cisco. This includes Data that would otherwise be considered Confidential Information.
- 3.7 **Prohibited Actions.** You will not sell, assign, or lease, or outsource use of any HaaS unless it is expressly allowed by the Offer Description. You will not permit any security interest, lien, or encumbrance to attach to HaaS.
- 3.8 **Substitutions.** Cisco may replace, substitute, or update HaaS if such changes do not materially and adversely affect its functionality or performance.

#### 4. Definitions

“**HaaS**” means any Cisco-branded device obtained through an Approved Source and made available for Your use, where Cisco or its designee retain title to the device during Your Use Term. HaaS is provided as part of a subscription- or service-based Subscription Offer as described in the applicable Offer Description.