

## CISCO UNIVERSAL CLOUD AGREEMENT

This Universal Cloud Agreement (the “Agreement”) governs the Cisco Cloud Service You purchase from Cisco or an Approved Source and is between You and Cisco Systems, Inc. (or its affiliates). The Agreement consists of:

- (i) the terms and conditions set forth in the applicable Offer Description located at [www.cisco.com/go/cloudterms](http://www.cisco.com/go/cloudterms);
- (ii) the terms contained herein;
- (iii) the applicable agreement between You and Cisco if you purchased the Cloud Service directly from Cisco.

In the event of a conflict, the order of precedence is as set out above. Capitalized terms are defined in Appendix 1.

BY CLICKING ‘ACCEPT,’ OR USING THE CLOUD SERVICE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES, IN WHICH CASE “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, DO NOT CLICK ANY ACCEPT BUTTON AND DO NOT USE THE CLOUD SERVICE. IF YOU HAVE PAID A FEE FOR USE OF THE CLOUD SERVICE AND DO NOT AGREE TO THIS AGREEMENT, YOU MAY TERMINATE YOUR ACCESS TO THE CLOUD SERVICE FOR A FULL REFUND PROVIDED YOU TERMINATE YOUR ACCESS WITHIN THIRTY (30) DAYS OF YOUR INITIAL PURCHASE.

**1. Scope of Use.** Cisco will provide You the Cloud Service as specified in the applicable Offer Description and Order(s). You may use the Cloud Service only for Your internal business use in accordance with the Offer Description. You may need to install software (“Software”) or provide additional information to register for and/or use certain Cloud Services. You may use the Software to the extent reasonably required to use the Cloud Service but only for the duration You are entitled to use the Cloud Service. Such Software is licensed to You under Cisco’s End User License Agreement (“[EULA](#)”). Cisco reserves all rights to the Cloud Services and Software not expressly granted under this Agreement or the EULA.

### **2. Fees and Payment**

**a. Fees:** Fees for the Cloud Service are as described in the applicable Order(s) or Offer Description and may include overage amounts or usage charges. Order acceptance by Cisco may be subject to our credit approval process. Except as otherwise set forth above, all fees due to Cisco under the Agreement are non-cancelable and the sums paid are non-refundable.

**b. Purchases from an Approved Source:** Cloud Service fees and payment terms are set out in Your commercial agreement with the Approved Source.

**c. Direct Purchases from Cisco:** For Cloud Services purchased directly from Cisco, You agree that we may charge Your credit card or invoice You for the fees due in advance, in accordance with Your chosen billing frequency for the Initial Term and any Renewal Term, as set forth in the applicable Offer Description, Order and/or ordering tool. We may provide Your credit card information and related personal data to third parties for payment processing and fraud prevention purposes. Unless otherwise agreed, You will pay the fees associated with the Cloud Service within thirty (30) days of the invoice date. Past due fees will bear interest from the due date to the date of payment at the lesser of ten percent (10%) per annum or the maximum rate permitted by law. You will pay all sales, value added, general standard and similar taxes, levies, duty or charges imposed by any governmental authority related to the Cloud Service purchased. Cisco may gross up the price for the Cloud Service in any invoice if a required withholding prevents us from receiving the amount specified in such invoice. If Your payment is thirty (30) or more days overdue or ten (10) or more in the case of amounts You authorized Cisco to charge to Your credit card, Cisco may, in its sole discretion after giving You ten (10) days advanced written notice and without limiting our other rights and remedies, suspend or terminate Your Cloud Service until such amounts are paid in full. If You dispute an invoice, You must notify Cisco in writing within fifteen (15) days of the invoice date and provide written details explaining the dispute. We will work with You in good faith to resolve the dispute. If we are unable to resolve the dispute within thirty (30) days, Cisco may, in its discretion, suspend or terminate the Cloud Service after giving You an additional ten (10) days advance written notice.

### **3. Use of the Cloud Service**

You are responsible for Your Customer Data. We do not endorse and have no control over what users submit through the Cloud Service. You will use reasonable means to protect Your account information, passwords and other login credentials for the Cloud Service and You will notify Cisco immediately of any known unauthorized use of Your account. All registration information You provide must be accurate and You will keep such information current. You shall not (i) interfere with the Cloud Service, other customers’ access to the Cloud Service, or with the security of the Cloud Service; (ii) sell, resell, or distribute the Cloud Service; (iii) make the Cloud Service available to third parties in a managed or network provisioned service; (iv) attack, abuse, interfere with, surreptitiously intercept, or disrupt the Cloud Service, including denial of service (DoS), unauthorized monitoring or crawling, distribution of malware (including but not limited to viruses, Trojan horses, worms, time bombs, spyware, adware, or cancelbots) or (v) negatively impact the operating capability of the Cloud Service by an unusual spike or increase in use that we reasonably determine is fraudulent or negatively impacting the operating capability of the Cloud Service. If we reasonably determine there is a breach of this Agreement, we may take action to remedy the breach by restricting, suspending, or terminating Your access to the Cloud Service. We may take immediate action, without prior notice to You, where we reasonably believe that such violation would expose us to civil, regulatory, or criminal liability.

### **4. Changes to Cloud Service**

Cisco may enhance and/or change the features of the Cloud Service as long as we do not materially reduce the core functionality of the Cloud Service.

### **5. Data Protection, Privacy and Confidential Information**

**a. How we use Your data.** Cisco will process Customer Data and Personal Data in accordance with this Agreement, Cisco’s [Privacy Statement](#), and the applicable Offer Description. Cisco may process Telemetry Data related to Your use of the Cloud Service in order to (i) deliver, enhance, improve, customize, support, and/or analyze the Cloud Service and other Cisco offerings, and (ii) derive Statistical Data (all such foregoing categories of data, collectively, “Data”). Cisco may freely use Telemetry Data that does not identify You or any of Your

Authorized Users. Certain Data that Cisco collects from a Cloud Service, or that You provide or make accessible to Cisco as part of Your use of a Cloud Service, is necessary for the essential use and functionality of such Cloud Service. Data is also used by Cisco to provide associated services such as technical support and to continually improve the operation, security, efficacy and functionality of the Cloud Service. For those reasons, You may not be able to opt out of some of the Data collection other than by uninstalling or disabling the Cloud Service.

- b. **Use of Statistical Data.** Statistical Data is owned by Cisco and may be used for any legitimate interest or purpose, including, without limitation, for purposes of enhancing, developing, marketing, and/or promoting Cisco products and services, including the Cloud Service.
- c. **International Data Transfers.** Cisco may process and store Customer Data and Personal Data in the United States or outside of the country where it was collected. You are responsible for providing any required notices to Authorized Users and obtaining all required consents from Authorized Users regarding the processing and transfer of Personal Data by the Cloud Service, including international transfers. Cisco will only transfer Personal Data consistent with applicable law. To the extent Cisco processes any Personal Data from the EEA or Switzerland on behalf of You, we will do so in a manner consistent with the relevant EU- or Swiss-US Privacy Shield Principles ("Principles") (see [www.commerce.gov/privacyshield](http://www.commerce.gov/privacyshield)) or successor frameworks. Where Cisco transfers Personal Data from an APEC Member Economy on behalf of You, Cisco will perform such processing in a manner consistent with the APEC Cross Border Privacy Rules Systems requirements ("CBPRs") (see [www.cbprs.org](http://www.cbprs.org)) to the extent the requirements are applicable to Cisco's processing of such data. If Cisco is unable to provide at least the same level of protection as required by the Principles or CBPRs, Cisco will promptly notify You and cease processing.
- d. **Confidential Information.** The parties will protect each other's Confidential Information. Your Confidential Information includes Your Customer Data. The party receiving Confidential Information will exercise at least the same degree of care that it uses to protect its own Confidential Information of a similar nature, but in no event less than reasonable care to (i) restrict dissemination of Confidential Information only to individuals or third parties with a need to know and who are under a substantially similar duty of confidentiality, and (ii) not use any Confidential Information for any purpose other than to perform its obligations under this Agreement. The receiving party's obligations will not apply to information that (w) is rightfully in its possession prior to receipt from the disclosing party, (x) is or becomes publicly available other than as a result of a breach of this Agreement, (y) is rightfully obtained by the receiving party from a third party under no obligation of confidentiality with respect to the information, or (z) is independently developed by the receiving party. The receiving party may disclose Confidential Information to the extent required by law or regulation.

## 6. **Ownership**

a. **Customer Data:** You retain all right, title and interest in and to Your Customer Data. You grant Cisco a worldwide, royalty-free, sublicensable license to use, modify, reproduce, publicly display, publicly perform, and distribute the Customer Data only as reasonably required to provide the Cloud Service. You represent that You have the right to grant the license contained in this section. Cisco is free to use and incorporate any feedback You provide regarding the Cloud Service without payment of any fees.

b. **Cisco Materials:** Cisco or its licensors retain their ownership in all intellectual property rights to the Cloud Service and its underlying technology, the software, and associated documentation (the "Materials"). This ownership extends to all copies and portions of the Materials, and all improvements, enhancements, modifications, and derivative works. You may use the Materials solely as part of the Cloud Service for Your internal business operations subject to the terms of this Agreement. You agree that this limited right is not a transfer of ownership of or title to the Materials. Your rights to use the Materials are limited to those rights expressly granted by this Agreement and, for software and the accompanying documentation, in the EULA.

7. **Warranty.** Unless otherwise provided in an applicable Offer Description, Cisco warrants that the Cloud Service will materially comply with the applicable Offer Description. Your sole and exclusive remedy for Cisco's breach of warranty is (at our option) to repair or replace the Cloud Service or refund to the entity that paid Cisco the fees for the period in which the Cloud Service did not materially comply. In order to receive either of these remedies, You must promptly notify Cisco of such breach. **Except as expressly stated in this Section 8, to the extent allowed by applicable law, Cisco: (a) expressly disclaims all warranties and conditions of any kind, express or implied, including without limitation any warranty, condition or other implied term as to merchantability, fitness for a particular purpose or non-infringement; and (b) makes no warranty or representation that: (i) the Cloud Service will be uninterrupted, completely secure, error-free, or free of viruses; or (ii) the Cloud Services will meet Your business requirements or operate with Your existing systems.**

## 8. **Indemnification**

Cisco will defend You against any third-party claim that a Cloud Service infringes such third-party's patent or copyright (a "Claim"), and will indemnify You against the final judgment entered by a court of competent jurisdiction or a settlement arising out of such Claim. Cisco will have no obligation for any Claim to the extent such Claim is based on (i) a modification of the Cloud Service by You or a third party, or use of the Cloud Service outside the scope of this Agreement; (ii) combination, operation, or use of the Cloud Service with non-Cisco products, software, services or business processes; (iii) Customer Data; or (iv) services You provide based on the Cloud Service. You must (i) promptly notify Cisco in writing of the Claim (or threat thereof), and any subsequent litigation updates, and (ii) cooperate with Cisco in the defense of the Claim (including any statements to third parties regarding the Claim), and grant Cisco full and exclusive control of the defense and settlement of the Claim and any subsequent appeal. If You fail to notify Cisco promptly of the Claim or provide timely subsequent litigation updates, and that failure prejudices Cisco's ability to defend, settle or respond to the Claim, then Cisco's obligation to defend or indemnify You with respect to that Claim will be reduced to the extent Cisco has been prejudiced. In addition, such failure to provide prompt notification will relieve Cisco of any obligation to reimburse You for Your attorneys' fees incurred prior to notification. If a Claim is made or appears likely, Cisco may, at Cisco's option, (i) procure for You the right to continue using the Cloud Service under the terms of this Agreement, or (ii) replace or modify the Cloud Service to be non-infringing without material decrease in functionality. If Cisco determines that neither of these options are reasonably available, Cisco may terminate the applicable Cloud Service upon written notice to You, and refund You a pro rata portion of the price You paid for the Cloud Service for the remainder of the unexpired term. This section states Cisco's entire obligation and Your exclusive remedy regarding any Claims against You.

## 9. **Limitation of Liability.**

All liability of Cisco, its affiliates officers, directors, employees, agents suppliers, and licensors collectively, to You, for claims related to, or arising out of, this Agreement, your Order or the Cloud Service, shall not exceed the fees paid to Cisco for the Cloud Service during the twelve (12) months before the last event that gave rise to Your claim. This limit is in the aggregate and not per incident. In no event will either party be liable, regardless of the theory of liability or whether arising out of the use or inability to use the Cloud Service or otherwise, even if either party been advised of the possibility of such damages: (a) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; or, (c) loss of revenues, profits, goodwill or anticipated sales or savings. This limitation of liability applies whether the claims are in warranty, contract, tort (including negligence), infringement or otherwise, even if either party has been advised of the possibility of such damages. Nothing in this agreement limits or excludes any liability that cannot be limited or excluded under applicable law.

#### 10. Evaluation

a. **Beta:** We may invite You to try beta versions of the Cloud Service. You may need to agree to additional terms for the beta Cloud Service. A beta Cloud Service is provided for evaluation and feedback purposes and may not be used in a production environment. You understand that a beta Cloud Service is not generally released and, therefore, is unsupported and may contain bugs, errors, and other issues. You accept the beta Cloud Service "AS-IS," without warranty of any kind, and Cisco is not responsible for any problems or issues related to Your use of the beta Cloud Service. The beta Cloud Service may never be generally available and we may discontinue the beta Cloud Service in our sole discretion at any time for any reason and delete any Customer Data or data on the beta Cloud Service without liability to You.

b. **Trial:** We may give You trial access to the Cloud Service, subject to additional terms. Any trial period will expire on the later of thirty (30) days or as otherwise stated in writing from Cisco. Trial Cloud Services are also provided "AS-IS" without support or any express or implied warranty or indemnity of any kind. At any time during or at the end of the trial, Cisco may deactivate or delete Your account and any related data, information, and files, and bar any further access to such data, information and files for any reason.

11. **Support Services.** Cisco provides basic support with the Cloud Services and offers higher levels of support for an additional fee.

12. **Term and Termination.** This Agreement starts on the date You submit Your first Order. You may terminate this Agreement for any reason by giving Cisco written notice of termination when all of Your Orders expire or are terminated. Either of us may terminate this Agreement and any impacted Orders by giving written notice to the other party if the other party materially breaches this Agreement and does not cure that breach within 30 days after receiving written notice of the breach (without prejudice to Cisco's right to immediately suspend or terminate for breach of the AUP).

Cisco reserves the right to end the service life (EOL) of the Cloud Service three (3) years after the end of sale notice posted at <http://www.cisco.com/c/en/us/products/eos-eol-listing.html>. If You prepaid the fee for the EOL Cloud Service, Cisco will use commercially reasonable efforts to transition You to a substantially similar Cloud Service. If Cisco does not have a substantially similar Cloud Service, Cisco will credit You any unused portion of the prepaid fee for the EOL Cloud Service, calculated from the last date the Cloud Service is available. Such credit can be applied towards the future purchase of Cisco products.

*The term of an Order starts on the date the Cloud Service is available for Your use and lasts for the period stated in the Order ("Initial Term"). Unless otherwise prohibited by applicable law, the Initial Term will renew automatically for the renewal period You selected on the Order ("Renewal Term") unless (a) either party notifies the other in writing at least thirty (30) days before the end of the current Term of its intention not to renew the Cloud Service or (b) You elect on the Order at the time of initial purchase not to renew the Cloud Service. We will notify You reasonably in advance of any Renewal if there are any fee changes. If You agree with the fee changes, You may do nothing and the new fees will apply for the upcoming Renewal Term.* If this Agreement is terminated for any reason, You will pay the fees for the Cloud Service provided up to the effective date of termination.

The following provisions will survive the expiration or termination of this Agreement: (i) Section 2 and any payment provisions in the Order, and (ii) Sections 3-8, 9, 10, 15 and 16(b). Upon any termination or expiration of this Agreement, You must cease any further use of the Cloud Service and destroy any copies of Software within Your control.

13. **Assignment and Subcontracting.** We may assign this Agreement or any of our rights and delegate our obligations under this Agreement in our discretion without Your consent. Cisco may subcontract the performance of the Cloud Service to third parties. Any such subcontract shall not relieve Cisco of any of its obligations under this Agreement. You may not assign this Agreement without the prior written consent of Cisco.

14. **Governing Law and Venue.** The Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the applicable governing law below, without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. The courts located in the applicable venue below will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Agreement or its formation, interpretation or enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts. Regardless of the below governing law, either of us may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of our intellectual property or proprietary rights.

Your Primary Place of Business	Governing Law	Jurisdiction and Venue
Europe, UK, Middle East, Africa, Asia, Oceania, (including Australia or New Zealand) or Japan	Laws of England	English Courts
United States, Canada Latin America or the Caribbean and All other countries or territories not listed above	State of California	Superior Court of California, County of Santa Clara and Federal Courts of the Northern District of California

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.

Where the governing law is the laws of England, no person who is not a party to this Agreement shall be entitled to enforce or take the benefit of any of its terms under the Contracts (Rights of Third Parties) Act 1999.

## 15. **Other**

- a. Except for payment obligations, neither party will be responsible for failure of performance due to a Force Majeure Event.
- b. The Cloud Service, the Software and any other technology related thereto may be subject to local and extraterritorial export control laws and regulations. The Parties shall comply with such laws and regulations governing use, export, re-export, and transfer of the Cloud Service, Software and related technology and will obtain all required local and extraterritorial authorizations, permits or licenses. The export obligations under this clause shall survive the expiration or termination of this Agreement.
- c. You will comply with all applicable laws and regulations related to Your receipt and use of the Cloud Service. You must ensure You have the right to use all features of the Cloud Service in Your jurisdiction. The Cloud Service may not be available in all countries and may not be available for use in any particular location. We may modify or discontinue Cloud Service features to comply with applicable laws and regulations. Cisco will comply with all applicable laws in the provision of the Cloud Service to You.
- d. Cisco may update the terms of this Agreement and such updated terms shall only apply to Orders placed after the update. We will post the updated terms or otherwise notify You. If You renew the Cloud Service or purchase additional Cloud Service(s) after the updated terms have been posted, You agree to such terms. Any other modifications to this Agreement must be by mutual written agreement.
- e. Cisco may provide You with notice via email, regular mail and/or postings on the Cisco.com website or any other website used as part of the Cloud Service. Notices to Cisco should be sent to Cisco Systems, Office of General Counsel, 170 Tasman Drive, San Jose, CA 95134 unless this Agreement, applicable Offer Description or an Order specifically allows other means of notice.
- f. Failure to enforce any right under this Agreement will not waive that right. If any term of this Agreement is not enforceable, this will not affect any other terms.
- g. This Agreement is the complete agreement between the parties concerning the Cloud Service and supersedes all prior or contemporaneous communications, understandings or agreements (whether written or oral) between the parties regarding this subject matter. Any modifications to this Agreement must be by mutual written agreement. The parties agree that the English version of this Agreement will govern in the event of a conflict between it and any version translated into another language.

## APPENDIX 1: AGREEMENT DEFINITIONS

**“Administrative Data”** means data related to Your employees or representatives to administer or manage Your use of the Cloud Service. Administrative Data may include Personal Data and information about our contractual commitments, whether collected at the time of the initial registration or thereafter.

**“Affiliate”** means any entity that one of us controls or controls one of us. “Control” means that entity (a) directly or indirectly owns more than 50% of one of us; or (b) has the ability to direct the affairs of one of us through any lawful means (e.g., a contract that allows control).

**“Approved Source”** means a Cisco authorized reseller, distributor or systems integrator.

**“Cisco” “we,” “our” or “us”** means Cisco Systems, Inc. or its applicable Affiliate (including, but not limited to, Cisco WebEx LLC).

**“Cloud Service”** means the Cisco hosted software-as-a-service offering described in the applicable Offer Description that You purchase with an Order and which is governed by this Agreement and expressly excludes any Software.

**“Confidential Information”** means non-public confidential or proprietary information of the disclosing party that is clearly marked confidential at the time of disclosure.

**“Customer Data”** means all information, software, data and materials that You or anyone acting on Your behalf provides or transfers to Cisco for any purpose in connection with Your use of the Cloud Services. Customer Data does not include Telemetry Data.

**“Force Majeure Event”** means an event beyond the affected party’s reasonable control, including (without limitation) accidents, severe weather events, acts of God, actions of any government agency, epidemic, pandemic, acts of terrorism, or the stability or availability of the Internet or a portion thereof.

**“Offer Description(s)”** means a description of the applicable Cloud Services (located [here](#)) all of which are incorporated into this Agreement.

**“Order”** means an ordering document (including a web or other electronic form) that specifies the duration, type and quantity of Cloud Services to be provided and the associated fees.

**“Personal Data”** shall have the same meaning given to Personal Information in Cisco’s [Privacy Statement](#).

**“Policies”** means Cisco’s [Privacy Statement](#), [Acceptable Use Policy](#) and any other policy governing the use of Your data or personal information.

**“Statistical Data”** means any information/data that Cisco derives from Customer Data and/or Telemetry Data, provided that such information/data is aggregated and/or de-identified such that it cannot reasonably be used to identify an individual or entity.

**“Telemetry Data”** means information generated by instrumentation and logging systems created through the use and operation of the Products and/or Services.

**“Term”** means the length of time You can use the Cloud Service(s) as specified in this Agreement or an Order.

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