



Direct Purchase Terms

These Direct Purchase Terms (the “**Agreement**”) are between Cisco and You and entered into as of the Effective Date.

1. Scope and applicability

- 1.1 This Agreement governs Your access to, and use of, Cisco Offers and incorporates any Supplemental Terms, Offer Descriptions and Service Descriptions applicable to Your Order. Capitalized terms are defined in section 17 (Definitions).
- 1.2 You accept the terms of this Agreement by accessing or using a Cisco Offer, finalizing Your Order, or through Your express agreement, whichever happens first.

2. Placing an Order

- 2.1 You may initiate a purchase by placing an Order with Cisco. Cisco will review and accept or reject Orders in its discretion.
- 2.2 Any terms submitted by You with an Order or as part of a transaction (e.g., any contingencies, flow down terms, purchase order terms, general purchase terms, etc.) do not apply.

3. Pricing

- 3.1 **Price.** Your Order will specify the price and currency for the Cisco Offers.
- 3.2 **Price exclusions.** Unless otherwise stated by Cisco, prices quoted are for the Cisco Offers only, and do not include any costs such as shipping, freight, handling, insurance, taxes, customs, or duties.
- 3.3 **Taxes and duties.** Taxes and duties will, when practical, be billed as a separate item on the invoice. You will pay taxes and duties required by local law related to Your purchase of Cisco Offers (except for taxes based on Cisco’s net income). Cisco may adjust the price by an equivalent amount to account for any applicable withholding taxes Cisco must collect. If You do not need to pay taxes, You will give Cisco tax exemption certificates that all relevant taxing authorities will accept.

4. Billing and payment

- 4.1 **Billing.** Cisco will request payment from You by providing a bill, invoice, or other payment request specifying the charges Your Order incurs. Unless otherwise stated in Your Order, Cisco will issue this request as follows:
 - (A) for Hardware, following shipping;
 - (B) for Services performed under an Offer Description or a Service Description, before Cisco performs those Services, unless otherwise specified in the Offer Description or Service Description;
 - (C) for Services performed under a Statement of Work, as specified in that Statement of Work;
 - (D) for Software and Cloud Services, when made available to You; or
 - (E) for Buying Programs, as set out in the applicable Supplemental Terms.
- 4.2 **Payment.** You will pay all amounts due under Your Orders, including fees for additional consumption of a Subscription Offer or under a Buying Program, within 30 days of the invoice date (or if there is no invoice, the date set out in request of charges issued by Cisco). To the extent allowed by law, Orders are non-cancellable.
- 4.3 **Overdue payments.**
 - (A) If a payment is overdue, then Cisco may:
 - (1) withhold shipment or fulfillment of any Order;
 - (2) withhold performance or availability of applicable Services or Offers until complete payment is received; and/or
 - (3) require You to prepay for future shipments, renewals, or Orders.
 - (B) Overdue balances will bear interest from the date due until paid at the lesser of (i) 1% per month and (ii) the maximum rate permitted by law. The rights in this section 4.3 (Overdue payments) are without prejudice to Cisco’s other rights.

- 4.4 **Disputing payments.** You may dispute a payment in good faith by notifying Cisco in writing before the payment due date and providing details explaining Your dispute. Cisco will work with You in good faith to resolve the dispute.

5. Shipping and Delivery

- 5.1 **Shipping.** The Shipping Guide will set out:
- (A) the shipping times and policies (e.g. scheduling, incoterms, cancellations, etc.) of any Hardware or other tangible materials; and
 - (B) the terms on which title and risk of loss of these items will transfer from Cisco to You.
- 5.2 **Cisco may provide You shipping estimates or lead times as a courtesy. However, those times are not a guarantee. Cisco is not liable for any loss, damage, or penalty for delay in delivery or failure to give notice of any delay. Except as expressly set out in the Shipping Guide, carriers are not agents of Cisco and Cisco is not responsible for them.**

6. Use Rights

- 6.1 **License and right to use.** Cisco grants You, for Your direct benefit, a non-exclusive:
- (A) license to use Software and Cisco Content; and
 - (B) right to use Subscription Offers, including Cloud Services;
- in accordance with Your Order, this Agreement, or as otherwise agreed in writing (collectively, “**Use Rights**”). Your Use Rights are non-transferable (except as permitted under the Transfer Policies).
- 6.2 **Limits on use.** You may not:
- (A) transfer, sell, sublicense, monetize, or provide the functionality of any Software, Cloud Services, Subscription Offers, or Services to any third party, except as authorized by Cisco;
 - (B) use the Software or Services on second hand or refurbished Cisco devices or use Software licensed for a specific device on a different device unless authorized by Cisco or permitted under the Transfer Policies;
 - (C) remove, change, or conceal any product identification, copyright, proprietary, or intellectual property notices, or any other marks from any Cisco Offer;
 - (D) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of Cisco Offers; or
 - (E) use Cisco Content other than as reasonably needed to exercise Your Use Rights.
- 6.3 **Acceptable use.** Your access or use of Software, Services, or Subscription Offers must not:
- (A) violate applicable laws or the rights of any third party; or
 - (B) impede or interfere with the security, stability, availability, or performance of any Cloud Service, or any other network or service (e.g., denial-of-service attacks, penetration testing, or distribution of malware).
- 6.4 **Suspension.** Cisco may suspend Your access to Software, Services, or Subscription Offers if it reasonably believes that You or an Authorized User have materially breached sections 6.2 (Limits on use), 7.3 (Acceptable use) or 4.2 (Payment).
- 6.5 **Use by third parties.** If You permit Authorized Users to access Cisco Offers on Your behalf:
- (A) You will make sure all Authorized Users comply with this Agreement; and
 - (B) You are liable for any breach of this Agreement by an Authorized User.
- 6.6 **Interoperability requirements.** If required by law, Cisco will promptly provide the information You request to achieve interoperability between applicable Cisco Offers and other independently created programs on terms that reasonably protect Cisco’s proprietary interests.
- 6.7 **Use with third-party products.** Cisco does not support or guarantee integration with third-party technologies or services unless they are included as part of a Cisco Offer or mutually agreed in writing.
- 6.8 **Changes to Subscription Offers.** Cisco may change its Subscription Offers, typically to enhance them or add features. These changes will not materially reduce the core functionality of the affected Subscription Offers during the Use Term.
- 6.9 **Maintaining Cloud Services.** Cisco may occasionally perform maintenance of its Cloud Services, which may disrupt the performance or availability of affected Cloud Services. Cisco will provide advanced notice of maintenance when reasonably possible. If Cisco performs emergency maintenance without notice, it will take reasonable steps to reduce any disruption of affected Cloud Services.
- 6.10 **Open-source technology.** Separate license terms apply to third party open-source technology used in Cisco Offers. Open-source terms are found at Cisco's Open Source webpage. If You use Cisco Offers according to this

Agreement, Cisco's use of open-source technology in Cisco Offers will not impede Your exercise of Use Rights or cause Your software to become subject to an open-source license.

7. Trial Offers

- 7.1 **Accessing Trial Offers.** Cisco may let You access or use Cisco Offers on a trial, evaluation, alpha, beta, controlled availability, or other similar basis (paid or free-of-charge) ("**Trial Offer**"). You may only access or use the Trial Offer for the period specified ("**Trial Offer Period**") and under any additional terms specified by Cisco in writing. If no Trial Offer Period is specified, You may only access or use the Trial Offer for 60 days after the Trial Offer is available to You. Trial Offers may not come with support and may be incomplete or have errors. Unless agreed in writing by Cisco, You will not use the Trial Offer in a production environment.
- 7.2 **Ending Trial Offers.** At the end of a Trial Offer Period, You will promptly Return the Cisco Offers as described in the Trial Offer terms. Cisco may change or terminate a Trial Offer at its discretion with reasonable notice.
- 7.3 **Continued use and disclaimer**
 - (A) If You continue accessing a Trial Offer after a Trial Offer Period or fail to Return a Trial Offer, You will pay any applicable fees reasonably charged by Cisco.
 - (B) **Unless agreed by Cisco in writing or required by law, Trial Offers are provided "AS-IS" without any express or implied warranties.**

8. End of life

- 8.1 **Notification.** Cisco may end the life of Cisco Offers by providing notice at the [End-of-Sale and End-of-Life Products](#) or [End of Sales Services Announcements](#) webpages.
- 8.2 **Prepaid Cloud Service.** If You have prepaid a fee to Cisco for Your use of a Cloud Service that is end of life before Your then-current Use Term ends, Cisco will either (a) provide a generally available alternative offer, or (b) if Cisco is unable to reasonably provide an alternative offer, it will credit the unused balance of fees paid for the relevant Cloud Service to You once You Return the Cloud Service in accordance with applicable law.
- 8.3 **Credit.** Credits issued under section 8.2 (Prepaid Cloud Service) are calculated from the last date the applicable Cloud Service is available to the end of the applicable Use Term and may be applied only toward the future purchase of Cisco Offers.

9. Confidentiality

- 9.1 **General obligation.** A recipient of Confidential Information will protect that Confidential Information using at least as protective standard of care it uses to protect its own confidential information of a similar nature, but no less than a reasonable standard of care. This section 9 (Confidentiality) will not apply to information which:
 - (A) is known by the recipient without confidentiality obligations;
 - (B) is or has become public knowledge through no fault of the recipient; or
 - (C) is independently developed by, or for, the recipient.
- 9.2 **Permitted recipients.** A recipient of Confidential Information will not disclose Confidential Information to any third party, except to its employees, Affiliates, and contractors who need to know. The recipient is liable for a breach of this section 9 (Confidentiality) by its permitted recipients and will ensure each of those permitted recipients have written confidentiality obligations at least as restrictive as the recipient's obligations under this Agreement.
- 9.3 **Required disclosures.** The recipient may reveal Confidential Information if required by law (including under a court order) but only after it notifies the discloser in writing (if legally permissible). A recipient will reasonably cooperate with a discloser's reasonably requested protective actions, at the discloser's expense.
- 9.4 **Returning, destroying, and retaining Confidential Information.** The recipient will return, delete, or destroy all Confidential Information and confirm in writing it has done so within 30 days of the discloser's written request unless retention is required by law or Confidential Information has been stored in a backup system in the ordinary course of business. Retained Confidential Information will continue to be subject to this section 9 (Confidentiality) for five years, or until the Confidential Information is no longer a trade secret under applicable law.

10. Data use, privacy, and security

- 10.1 **Cisco will collect, access, use, and process Your Data as set out in:**
 - (A) this Agreement;
 - (B) Offer Descriptions;
 - (C) Service Descriptions;
 - (D) Disclosure Documents; and

(E) as allowed by applicable law.

10.2 In addition, Cisco respects and will process Personal Data according to:

- (A) the Data Processing Terms for Personal Data (which are incorporated by reference);
- (B) the Disclosure Documents applicable to Personal Data and the relevant Cisco Offer; and
- (C) privacy and data protection laws applicable to Cisco Offers.

10.3 Cisco protects Your Data in accordance with our Information Security Exhibit.

11. Ownership of intellectual property

11.1 Unless agreed in writing, nothing in this Agreement transfers ownership in any intellectual property rights. You retain ownership of Customer Content, and Cisco retains ownership of Cisco Offers and Cisco Content.

11.2 Cisco may use any feedback You provide in connection with Your use of Cisco Offers.

12. Intellectual property indemnity

12.1 **Claims.** Cisco will defend any third-party claim against You asserting that Your valid use of a Cisco Offer infringes a third party's patent, copyright, or registered trademark (the "**IP Claim**"). Cisco will indemnify You against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, if You:

- (A) promptly notify Cisco in writing of the IP Claim (but failure to promptly notify Cisco only limits Cisco's obligations to the extent it is prejudiced by the delay);
- (B) fully cooperate with Cisco in the defense of the IP Claim; and
- (C) grant Cisco the right to exclusively control the defense and settlement of the IP Claim, and any appeal.

Cisco does not have to reimburse You for attorney fees and costs incurred before Cisco receives notification of the IP Claim. You may retain Your own legal representation at Your own expense.

12.2 **Additional remedies.** If an IP Claim prevents or is likely to prevent You from accessing or using the applicable Cisco Offer, Cisco will either get the right for You to continue using the Cisco Offer or replace or modify the applicable Cisco Offer with non-infringing functionality that is at least equivalent. If Cisco determines those options are not reasonably available, then Cisco will provide a prorated refund for the impacted Cisco Offer.

12.3 **Exclusions.** Cisco has no duty regarding any IP Claim to the extent based on:

- (A) any designs, specifications, or requirements provided by You, or on Your behalf;
- (B) modification of a Cisco Offer by You, or on Your behalf;
- (C) the amount or duration of use made of a Cisco Offer, revenue You earned, or services You offered;
- (D) combination, operation, or use of the Cisco Offer with non-Cisco products, software, content, or business processes; or
- (E) Your failure to change or replace the Cisco Offer as required by Cisco.

12.4 To the extent allowed by law, this section 12 (Intellectual property indemnity) states Your only remedy regarding an IP Claim against You.

13. Performance standards

13.1 **Service Level Terms.** Cisco Offers will comply with applicable Service Level Terms, as set out in the corresponding Offer Description or Service Description.

13.2 **Warranties.** Cisco provides these warranties for Cisco Offers:

Warranty	Cisco Offer			
	Hardware	Software	Subscription Offers	Services
Cisco warrants that the Cisco Offer substantially complies with the Documentation as follows: (a) if the Cisco Offer is a Subscription Offer, starting from commencement of the Use Term; and (b) if the Cisco Offer is Hardware or Software, for 90 days from shipment or longer as stated in Documentation, or as set out in Product Warranties webpage.	✓	✓	✓	
Cisco warrants it will use commercially reasonable efforts and methods to deliver the Cisco Offer free from Malicious Code.		✓	✓	
Cisco warrants that the Cisco Offer is free from defects in material and quality workmanship for 90 days from shipment or	✓			

Warranty	Cisco Offer			
	Hardware	Software	Subscription Offers	Services
longer as stated in Documentation or as set out in Product Warranties webpage.				
Cisco warrants that the delivery of the Cisco Offer will be performed in a professional, proficient manner and in material compliance with the applicable Service Description or Statement of Work.				

To make a claim for breach of these warranties, promptly notify Cisco within any specified warranty period.

13.3 Qualifications

- (A) You may have legal rights in Your country that prohibit or restrict the limitations set out in this section 13 (Performance standards). This section 13 applies only to the extent allowed under applicable law.
- (B) Section 13.2 (Warranties) does not apply if Your breach of this Agreement contributes to the breach of warranty, or if the Cisco Offer:
 - (1) has not been used according to its Documentation;
 - (2) has been altered, except by Cisco or its authorized representative;
 - (3) has been subjected to abnormal or improper environmental conditions, accident, or negligence, or installation or use inconsistent with Cisco's instructions or the terms on which it is supplied by Cisco;
 - (4) is provided under a Trial Offer; or
 - (5) has not been provided by Cisco.
- (C) Your sole remedy for breach of a warranty under section 13.2 (Warranties) is, at Cisco's option, either:
 - (1) repair, reperformance, or replacement of the applicable Cisco Offer; or
 - (2) a refund, in exchange for the Return of the non-conforming Cisco Offer and subject to applicable law, of either:
 - (a) the fees paid for Use Rights in the non-conforming Software;
 - (b) the fees paid for the period in which the Subscription Offer or Service did not conform less any amounts paid or owed under Service Level Terms; or
 - (c) the fees paid for the non-conforming Hardware.
- (D) Except as provided in Section 13.2 (Warranties), and to the extent allowed by law, Cisco makes no express or implied warranties of any kind regarding the Cisco Offers. This disclaimer includes any warranty, condition or other term as to merchantability, merchantable quality, fitness for purpose or use, course of dealing, usage of trade, or non-infringement. Cisco does not warrant that Cisco Offers will be secure, uninterrupted, or error-free.

14. Liability

14.1 Excluded liability. Neither party is liable for:

- (A) indirect, incidental, reliance, consequential, special, or exemplary damages; or
- (B) loss of actual or anticipated revenue, profit, business, savings, data, goodwill or use, business interruption, damaged data, wasted expenditure, or delay in delivery (in all cases, whether direct or indirect).

14.2 Liability cap. Each party's entire liability for all claims relating to this Agreement will not exceed the fees paid or payable to Cisco for the specific Cisco Offer that is the subject of the claim in the 12 months before the first incident giving rise to such liability. This cap is cumulative for all claims (not per incident) and applies collectively to each party and its Affiliates (not per Affiliate).

14.3 Unlimited liability. Nothing in this section 14 (Liability) limits or excludes liabilities that may not be excluded or limited under applicable law, or for:

- (A) bodily injury or death resulting directly from the other party's negligence;
- (B) fraudulent misrepresentation or wilful misconduct;
- (C) breach of confidentiality obligations, unless the breach relates to section 10 (Data use, privacy, and security);
- (D) failure to pay for Cisco Offers;
- (E) misuse or misappropriation by a party of the other party's intellectual property rights; or
- (F) failure to comply with export control obligations.

15. Term and termination

- 15.1 **Term of this Agreement.** The term of this Agreement will commence on the Effective Date and continue for a period of one year. The term will be renewed automatically for successive one-year terms unless either party gives written notice to terminate at least 60 days before the end of the then-current term.
- 15.2 **Term of an Order.** Subject to the remainder of this section 15 (Term and termination), the term of an Order will be as specified in that Order. Each Cisco Offer provided under this Agreement will expire at the end of the term specified in the applicable Order, which may be after the termination of this Agreement.
- 15.3 **Material breach.** Either party may provide written notice to the other party if the other party materially breaches this Agreement or any written terms otherwise agreed under an affected Order. If the breach remains uncured after 30 days of the date of that notice, the non-breaching party may immediately terminate the affected Orders, in whole or in part.
- 15.4 **Termination for Compliance with Laws.** Cisco may terminate this Agreement and affected Orders immediately upon written notice if continued provision of the Cisco Offers will result in a violation of section 16.8 (Compliance with laws).
- 15.5 **Termination for insolvency.** Either party may terminate this Agreement or any Order if:
- (A) the other party ceases to carry on business as a going concern;
 - (B) the other party becomes insolvent or the subject of bankruptcy proceedings;
 - (C) any step is taken for the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, in relation to the other party; or
 - (D) the other party has a receiver or similar officer appointed with respect to the whole or a substantial part of its assets.
- Each party will inform the other in writing of any threat of the events described in (A) to (D) above which may affect its financial situation.
- 15.6 **Orders following termination.** If You place Orders that are accepted by Cisco after termination of this Agreement, such Orders will be governed by the terms and conditions of this Agreement, unless the parties agree otherwise. However, acceptance by Cisco of any such Order will not be considered an extension or renewal of the term of this Agreement.
- 15.7 **Effect of termination or expiration.** If notice of termination of any Order is given (i) Cisco will cease providing such Order upon the effective date of such termination and (ii) You will pay Cisco for such Order (a) if termination is due to Your material breach, up to the end of the then-current term or (b) if termination is for any other reason, up to the effective date of termination. You will Return applicable Cisco Offers (except any Cisco Offer in which title has transferred to You) at the end of Your Use Term or upon termination of an Order.

16. General provisions

- 16.1 **Fulfillment agent.** Cisco may appoint a fulfillment agent (e.g., public cloud marketplaces) to carry out Order, billing, payment processing, and logistical fulfillment activities on its behalf. If applicable, the fulfillment agent will be specified in Your Order.
- 16.2 **Security interest.** If Cisco ships Hardware that You have not fully paid for (including on a Hardware as a Service or similar basis), You grant Cisco a security interest in that Hardware to secure payment. You will execute financing statements to perfect this security interest and provide such other information or assistance as reasonably required, if Cisco requests it.
- 16.3 **Survival.** The termination or expiration of this Agreement will not affect any provisions which, by their nature, survive termination or expiration, including the provisions that deal with the following subject matters: payments, confidentiality, privacy and security, ownership of intellectual property, intellectual property indemnity, performance standards, liability, term and termination, and the general provisions.
- 16.4 **No agency.** This Agreement does not create any agency, partnership, joint venture, or franchise relationship.
- 16.5 **Assignment and subcontracting**
- (A) Except as set out below, neither party may assign or novate this Agreement in whole or in part without the other party's written consent which will not be unreasonably withheld. Cisco may assign this Agreement in connection with the sale of a part of its business, or to its Affiliates if it provides prior written notice to You.
 - (B) Cisco may subcontract any performance associated with any Cisco Offer to third parties if such subcontract is consistent with this Agreement and does not relieve Cisco of any of its obligations under this Agreement.
- 16.6 **Third party beneficiaries.** This Agreement does not grant any right or cause of action to any third party.

16.7 Use records. You will keep reasonable records of your use of the Cisco Offers. You will let Cisco and its auditors who are under a written obligation of confidentiality access records of Your use of the Cisco Offers (including books, systems, and accounts) within 30 days' notice from Cisco. Cisco may not give this notice more than once in any 12-month period and will conduct any audit during Your normal business hours. If the verification process reveals underpayment of fees, You will pay these fees within 30 days.

16.8 Compliance with laws

- (A) General. Cisco will comply with all applicable laws relating to providing Cisco Offers under this Agreement. You will comply with all applicable laws relating to Your receipt and use of Cisco Offers, including sector-specific requirements and obtaining required licenses or permits (if any).
- (B) Trade Compliance. Cisco Offers are subject to US and other export control and sanctions laws around the world. These laws govern the use, transfer, export, and re-export of Cisco Offers. Each party will comply with such laws and obtain all licenses or authorizations it is required to maintain. Please refer to Cisco's trade compliance policies at the [General Export Compliance](#) webpage.

16.9 Governing law and venue. This Agreement, and any disputes arising from it, are subject to the governing law and exclusive jurisdiction and venue listed below, based on Your primary place of business. Each party consents and submits to the exclusive jurisdiction of the courts in the listed venue. These laws apply despite conflicts of laws rules or the United Nations Convention on Contracts for the International Sale of Goods. Despite the below, either party may seek interim injunctive relief in any court of appropriate jurisdiction regarding any alleged breach of confidentiality obligations or intellectual property or proprietary rights.

Your Primary Place of Business	Governing Law	Jurisdiction and Venue
United States, Latin America or the Caribbean, or a location not specified below	State of California, United States	Superior Court of California, County of Santa Clara and Federal Courts of the Northern District of California
Africa, Asia*, Europe*, Middle East, Oceania*	England	English Courts
Australia	State of New South Wales, Australia	State and Federal Courts in New South Wales
Canada	Province of Ontario, Canada	Courts of the Province of Ontario
Mainland China	People's Republic of China	Hong Kong International Arbitration Center
Italy	Italy	Court of Milan
Japan	Japan	Tokyo District Court of Japan
Kingdom of Saudi Arabia	England	Arbitration under London Court of International Arbitration Rules

* Excluding locations listed separately in this table.

If You are a US State, Local and Education ("SLED") Government end user, this Agreement, and any disputes arising from it, are subject to the laws, venue, and primary jurisdiction where You are located.

If You are a US Federal Government end user, this Agreement, and any disputes arising from it, are subject to the laws of the United States.

16.10 US Government end users

- (A) US SLED Government. This Agreement governs all access to Software, Subscription Offers, and Documentation by US SLED Government end users. No other rights are granted by Cisco.
- (B) US Federal Government. The Software, Subscription Offers, and Documentation are considered "commercial computer software" and "commercial computer software documentation" under FAR 12.212 and DFARS 227.7202. This Agreement governs all access to Software, Subscription Offers, and Documentation by US Federal Government end users. No other rights are granted by Cisco, but any inconsistency in this Agreement with federal procurement regulations is not enforceable against the US Federal Government.

16.11 Notice. Unless provided in this Agreement, applicable Offer Description, Service Description, or an Order, notices to Cisco:

- (A) should be sent to Cisco Systems, Legal Department, 170 West Tasman Drive, San Jose, CA 95134 or by email to contract-notice@cisco.com; and
- (B) are considered effective:
 - (1) upon delivery, if personally delivered;
 - (2) the next day, if sent by overnight mail;
 - (3) 3 business days after deposit, postage prepaid, if mailed; or
 - (4) the same day receipt is acknowledged, if sent by e-mail.

Cisco may deliver notice to You under this Agreement via email or regular mail, but it may provide notices of a general nature applicable to multiple customers on cisco.com.

- 16.12 **Force majeure.** Neither party is responsible for delay or failure to perform its obligations to the extent caused by events beyond a party's reasonable control including severe weather events, acts of God, supply shortages, labor strikes, epidemic, pandemic, acts of government, war, acts of terrorism, or the stability or availability of utilities (including electricity and telecommunications). The affected party will make commercially reasonable efforts to mitigate the impact of the force majeure event.
- 16.13 **No waiver.** Failure by either party to enforce any right under this Agreement will not waive that right.
- 16.14 **Severability.** If any term in this Agreement is invalid or unenforceable, then the rest of this Agreement will continue with full force and effect to the extent possible.
- 16.15 **Entire agreement.** This Agreement is the complete agreement between the parties regarding the subject of this Agreement and replace all previous communications, understandings, or agreements (whether written or oral).
- 16.16 **Translations.** Cisco may provide local language translations of this Agreement in some locations. Those translations are provided for informational purposes only. If there is any inconsistency in those translations, the English version of this Agreement will prevail.
- 16.17 **No publicity.** Neither party will issue any press release or other publications regarding Your use of Cisco Offers without the other party's advance written permission.
- 16.18 **Order of precedence.** If there is any conflict between this Agreement, Supplemental Terms, or any Offer Descriptions or Service Descriptions, the order of precedence (from highest to lowest) is:
- (A) Regional Terms;
 - (B) Data Processing Terms;
 - (C) Offer Descriptions, Service Descriptions;
 - (D) Supplemental Terms (other than Regional Terms);
 - (E) this Agreement; then
 - (F) any applicable Cisco policy referenced in this Agreement.

17. Definitions

Term	Meaning																										
Affiliate	Any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where "control" means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through voting rights or other lawful means (e.g., a contract that allows control).																										
Authorized Users	Your users including Affiliates, Your third-party service providers, and each of their respective users.																										
Buying Program	Cisco's consumption-based programs for buying Cisco Offers such as the Cisco Enterprise Agreement.																										
Cisco, we, our or us	Cisco Systems, Inc. or its applicable Affiliates, as detailed below: <table border="1"> <tr> <td>If Your principal place of business is:</td><td>Cisco: (further details can be found here)</td></tr> <tr> <td>United States of America or Latin America (excluding Brazil and Mexico, but including the Caribbean)</td><td>Cisco Systems, Inc.</td></tr> <tr> <td>Brazil</td><td>(i) for Cisco Offers and Services offered by Cisco Systems, Inc.: Cisco Systems, Inc., (ii) for Cisco Offers and Services offered by Cisco Comércio e Serviços de Hardware e Software do Brasil Ltda.: Cisco Comércio e Serviços de Hardware e Software do Brasil Ltda.</td></tr> <tr> <td>Mexico</td><td>Cisco Systems de Mexico, S. de R.L. de C.V.</td></tr> <tr> <td>Canada</td><td>Cisco Systems Canada Co.</td></tr> <tr> <td>Europe (including the EEA, but excluding the Netherlands and Italy), Middle East, Africa, Asia, Asia Pacific, Oceania (excluding Australia, Japan, Republic of Korea, India, and China, but including Hong Kong, Macau, and Taiwan), or any other location not specified above or below</td><td>Cisco International Limited</td></tr> <tr> <td>Netherlands</td><td>Cisco Systems International B.V.</td></tr> <tr> <td>Italy</td><td>Cisco Systems (Italy) S.r.l.</td></tr> <tr> <td>Australia</td><td>Cisco Systems Australia Pty Limited</td></tr> <tr> <td>Japan</td><td>Cisco Systems G.K.</td></tr> <tr> <td>the Republic of Korea</td><td>Cisco Systems (Korea) Limited</td></tr> <tr> <td>India</td><td>Cisco Commerce India Private Limited</td></tr> <tr> <td>China (excluding Hong Kong, Macau, and Taiwan)</td><td>(i) for Cisco Offers and Services offered by Cisco China Company, Limited: Cisco China Company,</td></tr> </table>	If Your principal place of business is:	Cisco: (further details can be found here)	United States of America or Latin America (excluding Brazil and Mexico, but including the Caribbean)	Cisco Systems, Inc.	Brazil	(i) for Cisco Offers and Services offered by Cisco Systems, Inc.: Cisco Systems, Inc., (ii) for Cisco Offers and Services offered by Cisco Comércio e Serviços de Hardware e Software do Brasil Ltda.: Cisco Comércio e Serviços de Hardware e Software do Brasil Ltda.	Mexico	Cisco Systems de Mexico, S. de R.L. de C.V.	Canada	Cisco Systems Canada Co.	Europe (including the EEA, but excluding the Netherlands and Italy), Middle East, Africa, Asia, Asia Pacific, Oceania (excluding Australia, Japan, Republic of Korea, India, and China, but including Hong Kong, Macau, and Taiwan), or any other location not specified above or below	Cisco International Limited	Netherlands	Cisco Systems International B.V.	Italy	Cisco Systems (Italy) S.r.l.	Australia	Cisco Systems Australia Pty Limited	Japan	Cisco Systems G.K.	the Republic of Korea	Cisco Systems (Korea) Limited	India	Cisco Commerce India Private Limited	China (excluding Hong Kong, Macau, and Taiwan)	(i) for Cisco Offers and Services offered by Cisco China Company, Limited: Cisco China Company,
If Your principal place of business is:	Cisco: (further details can be found here)																										
United States of America or Latin America (excluding Brazil and Mexico, but including the Caribbean)	Cisco Systems, Inc.																										
Brazil	(i) for Cisco Offers and Services offered by Cisco Systems, Inc.: Cisco Systems, Inc., (ii) for Cisco Offers and Services offered by Cisco Comércio e Serviços de Hardware e Software do Brasil Ltda.: Cisco Comércio e Serviços de Hardware e Software do Brasil Ltda.																										
Mexico	Cisco Systems de Mexico, S. de R.L. de C.V.																										
Canada	Cisco Systems Canada Co.																										
Europe (including the EEA, but excluding the Netherlands and Italy), Middle East, Africa, Asia, Asia Pacific, Oceania (excluding Australia, Japan, Republic of Korea, India, and China, but including Hong Kong, Macau, and Taiwan), or any other location not specified above or below	Cisco International Limited																										
Netherlands	Cisco Systems International B.V.																										
Italy	Cisco Systems (Italy) S.r.l.																										
Australia	Cisco Systems Australia Pty Limited																										
Japan	Cisco Systems G.K.																										
the Republic of Korea	Cisco Systems (Korea) Limited																										
India	Cisco Commerce India Private Limited																										
China (excluding Hong Kong, Macau, and Taiwan)	(i) for Cisco Offers and Services offered by Cisco China Company, Limited: Cisco China Company,																										

Term	Meaning
	(ii) for innovative businesses categories offered by Cisco (China) Innovation Technology co., Ltd.: Cisco (China) Innovation Technology Co.
Cisco Content	As defined in the General Disclosures found on the Trust Portal webpage.
Cisco Offer	Cisco-branded (a) Hardware, (b) Use Rights in Software or Cloud Services, (c) Services, and (d) incidental technology and resources.
Cloud Service	An on-demand service provided by Cisco via the internet that provides software, platform, infrastructure and network products and services on an 'as-a-service' basis as described in the applicable Offer Description.
Confidential Information	Non-public proprietary information of the discloser obtained by the recipient in connection with this Agreement, which: (a) is conspicuously marked as confidential if written or clearly stating the information is confidential when (or promptly after) it is verbally disclosed; or (b) is information which by its nature should reasonably be considered confidential whether disclosed in writing or orally.
Customer Content	As defined in the General Disclosures found on the Trust Portal webpage.
Customer Systems Information	As defined in the General Disclosures found on the Trust Portal webpage.
Data	Personal Data, Customer Content, and Customer Systems Information.
Data Processing Terms	Cisco's data processing terms in the Data Protection Agreement , or terms agreed between You and Cisco covering the same scope.
Disclosure Documents	General Disclosures and Offer Disclosures describing each type of Data that Cisco Offers collect, how it is collected, and when it is used, available at the Trust Portal webpage.
Documentation	The technical specifications and use materials officially published by Cisco specifying the functionalities and capabilities of the applicable Cisco Offer as updated from time to time.
Effective Date	The date you take an action set forth in section 1.2 above or, if the Agreement is signed, the date of last signature.
Hardware	Tangible Cisco-branded hardware products as generally available on the Price List. Hardware does not include any tangible product listed on the Price List in the name of a third party.
Information Security Exhibit	A document describing the security measures that Cisco implements to secure Your Data available at the Information Security Exhibit webpage.
Malicious Code	Code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software, or Cloud Services other than as intended by the Cisco Offer (e.g., as part of Cisco's security products).
Offer Description	A document published by Cisco as an 'Offer Description' that has more information or related terms specific to a Cisco Offer or Buying Program, available at the Offer Descriptions and Supplemental Terms webpage.
Offer Disclosures	The specific data handling and security control disclosures applicable to a Cisco Offer available on the Trust Portal webpage.
Order	The transaction through which You acquire a Cisco Offer from Cisco, including through buying and ordering documents, signing an agreement or statement of work, or transacting through an online ordering tool or marketplace.
Personal Data	Any information about, or relating to, an identifiable individual. It includes any information that may be linked to an individual or used to, directly or indirectly, identify an individual, natural person. Further information regarding Personal Data is on the Trust Portal webpage.
Price List	The price lists published at Cisco.com corresponding to the Cisco entity that sells the applicable Cisco Offer.
Regional Terms	Supplemental Terms that apply to Your access to, and use of, Cisco Offers if You are located in certain geographic locations with materially different requirements, available at Offer Descriptions and Supplemental Terms webpage.
Return	Stopping all use of, destroying, or returning applicable Cisco Offers to Cisco, as directed by Cisco.
Service Description	A document published by Cisco as a 'Service Description' that has more information or related terms specific to a Service, available at the Service Descriptions webpage.
Service Level Terms	The service level agreement or service level objective applicable to a Subscription Offer or Service (if applicable) as set out in the applicable Offer Description or Service Description.
Services	Cisco-branded services and professional services as set out in the applicable Service Description, or a Statement of Work agreed between You and Cisco.
Shipping Guide	Standard Cisco shipping terms available at Shipping Exhibit webpage .
Software	Cisco-branded computer programs, including Upgrades and firmware as generally available on the Price List.
Statement of Work or SOW	Document agreed upon by You and Cisco that define the Services and deliverables, if any, to be provided by Cisco.
Subscription Offer	Cisco Offers provided on a term, or subscription, basis under Your Order.
Supplemental Terms	Any additional terms applicable to Your Order (including those applying to a specific region or Buying Program).
Transfer Policies	Cisco policies for movement of Use Rights as set out in the Cisco Software Transfer and Re-licensing Policy and the Software License Portability Policy .
Trial Offer	As defined in section 7.1 (Accessing Trial Offers).
Trial Offer Period	As defined in section 7.1 (Accessing Trial Offers).
Upgrades	All updates, upgrades, bug fixes, error corrections, enhancements, and other modifications to the Software.
Use Rights	As set out in section 6.1 (License and right to use).
Use Term	The period You may exercise Use Rights in the Cisco Offer under Your Order.
You, Your	The individual or legal entity acquiring access to Cisco Offers.