

## OpenRoaming End User Terms and Conditions

OpenRoaming (“OpenRoaming” or the “Service”) allows users (“End User” or “you”) to seamlessly log in to participating providers’ Wi-Fi networks via an OpenRoaming profile that will be downloaded to your compatible device. OpenRoaming Participants consist of (i) Access Providers (“APs,” each an “AP”) who own one or more OpenRoaming enabled Wi-Fi networks, and (ii) Identity Providers (“IDPs,” each an “IDP”) who authenticate each End User through exchange of certificates with the relevant AP, allowing access to all the participating OpenRoaming networks. For clarity, the Service does not include those services APs and/or IDPs may provide to you outside the context of OpenRoaming and includes only the authentication facilitation process provided by Cisco Systems, Inc. (“Cisco”). These End User Terms and Conditions set forth the legally binding terms governing your use of the Service.

**By agreeing to these terms and conditions, you are agreeing to each of the terms and conditions and privacy policies of all openroaming APS and IDPS. In the event of any conflict between these terms and conditions and those of any AP or IDP, the AP or IDP terms shall control.**

### Our responsibilities

You acknowledge that this is a limited pilot program and that Cisco reserves the right to suspend or terminate the Service without notice. Participants of OpenRoaming are independent contractors. No participant is an agent, representative, or partner to any other participant. No participant shall have any right, power, or authority to enter into any agreement for or on behalf of, or to incur any obligation or liability of, or to otherwise bind, any other participant. OpenRoaming is a pilot program and does not constitute a joint venture or partnership among any of the participants.

### License

Subject to the terms of this Agreement and during the term of this Agreement, Cisco hereby grants you a nonexclusive, nonassignable, nontransferable, terminable right to install and use the software provided to you by Cisco as part of the Service solely for your own personal use. The software may contain open source software, subject to separate license terms made available on the OpenRoaming website ([www.openroaming.net](http://www.openroaming.net)).

### Limitations and restrictions

Unless expressly authorized by Cisco in writing, you may not (a) transfer, sublicense, or assign your rights under this Agreement to any other person; (ii) modify, adapt, or create derivative works of the software or the Service; (iii) reverse engineer, decompile, decrypt, disassemble, or otherwise attempt to derive the source code for the software or the Service; (iv) sell, resell, or otherwise make the functionality of the software or the Service available to third parties; or (v) remove, modify, or conceal any product identification, copyright, proprietary information, intellectual property notices, or other marks on or in the Service or the software.

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## Ownership

Cisco or its licensors retain ownership of all intellectual property rights in and to the Service and its software and any other technology, services, or materials that Cisco may provide to you through or in conjunction with the Service, including copies, improvements, enhancements, derivative works, and modifications to the foregoing. Your rights to use the Service and software are limited to those expressly granted by this Agreement. No other rights with respect to the Service and software or any related intellectual property rights are granted or implied. You authorize Cisco to use feedback and ideas you provide in connection with your use of the Service for any purpose without further obligation.

## Acceptable use

You will abide by the terms and conditions of each OpenRoaming participant, including terms and conditions that prohibit interference with the Service and/or the services provided by each of the OpenRoaming Participants.

## Warranty and disclaimers

Cisco and OpenRoaming Participants provide the Service using a commercially reasonable level of skill and care. You understand and agree that the Internet may contain offensive and/or harmful material, in some cases under descriptions that have been mislabeled or are otherwise deceptive. Further, you understand and agree that the Internet does not provide a secure end-to-end service and that you should not rely on the encryption delivered by the Service for providing security of services accessed using OpenRoaming APs. Neither Cisco nor OpenRoaming Participants shall be responsible for any damages suffered by you and/or any person as a result of obtaining Internet access.

Notwithstanding anything else in this agreement, to the maximum extent permitted by applicable law, the service is provided on an “as is” and “as available” basis. Cisco and OpenRoaming Participants disclaim and make no representations or warranties and there are no conditions of any kind, either express, implied, or statutory, including but not limited to any warranties of noninterference, merchantability, fitness for a particular purpose or use, noninfringement, or arising from the course of dealing or usage of trade. You assume all responsibility and risk for use of the service. Any statements made in any written or electronic documents, or by any cisco employees, representatives, or agents, are provided for informational purposes only and not as representations or warranties of any kind.

Neither Cisco nor OpenRoaming Participants warrant that service will be uninterrupted, error free, or free from service degradation, or that any information, software, or other material accessible on the service is free from viruses, worms, trojan horses, or other code that manifests contaminating, interfering, or destructive properties. Neither Cisco nor OpenRoaming Participants guarantee the security or integrity of data transmission or storage, or that viruses, worms, trojan horses, or other code that manifests contaminating or destructive properties will be detected or remediated by the service. The service is available only within the coverage area of an openroaming participant’s network, which is subject to change. You acknowledge that service may be temporarily unavailable for maintenance, equipment modifications, or upgrades, and for other reasons within and without the direct control of cisco or OpenRoaming Participants.

## Limitation of liability

When permitted by law, cisco, OpenRoaming Participants, and their respective suppliers and distributors will not be responsible for lost profits, revenues, or data; financial losses; or indirect, special, consequential, exemplary, or punitive damages.

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To the extent permitted by law, the total liability of Cisco, OpenRoaming Participants, and their suppliers and distributors for any claims under these terms, including for any implied warranties, is limited to \$10.

### Indemnity

You agree to indemnify, defend, and hold harmless Cisco, the OpenRoaming Participants, and their respective officers, directors, employees, agents, successors, and assigns from and against any loss, liability, or claim, including claim for reasonable attorney's fees, brought by any third party and arising from (a) your infringement of any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy through use of the Service; (b) your violation of any applicable law, statute, ordinance, or regulation when using the Service; or (c) material breach of this Agreement.

### Term and termination

This Agreement shall remain effective during Cisco Live San Diego (June 9 to June 13, 2019, inclusive) and shall automatically terminate after June 13, 2019. Any termination of this Agreement may mean the permanent deletion of data you provided to Cisco or other participants of OpenRoaming, and you agree that Cisco shall have no liability for any such termination.

### Dispute resolution

This Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the applicable governing law of the State of California, without regard to conflicts of laws rules. The Superior Court of California, County of Santa Clara, or Federal Courts of the Northern District of California, as applicable, will be the applicable venue and will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement or its formation, interpretation, or enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts.

### General

These Terms and Conditions may be updated from time to time in Cisco's sole discretion without notice to you. Similarly, any AP or IDP terms and conditions or privacy policies may be updated from time to time without notice to you. You, Cisco, and each Participant of OpenRoaming each will comply with all applicable laws and regulations governing use of the Service (including privacy and export control laws) and will obtain all required local and extraterritorial authorizations, permits, or licenses. We may assign any of our rights or delegate any of our obligations under these Terms and Conditions in our sole discretion. We may also subcontract the performance of the Service to third parties. Any such subcontract will not relieve Cisco of any of its obligations under these Terms and Conditions. You may not assign these Terms and Conditions, the use of the Service, or your rights and obligations under these Terms and Conditions without the prior written consent of Cisco. Any assignment in violation of this clause shall be void. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, that provision will either be deemed modified to the minimum extent necessary to render it enforceable, or else disregarded. In either case, the remaining provisions shall continue in full force and effect.



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