Cisco 90-Day Limited Software Warranty

WARR-90-DAY-SW-TS

Updated: October 2017
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Limited Warranty and Disclaimer

a. **Limited Warranty.** Cisco warrants that the Software will substantially conform to the applicable Documentation for the longer of (i) ninety (90) days following the date the Software is made available to You for your Use or (ii) as otherwise set forth at https://www.cisco.com/go/warranty. This warranty does not apply if the Software, Cisco product or any other equipment upon which the Software is authorized to be used: (i) has been altered, except by Cisco or its authorized representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Cisco, (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; (iv) is licensed for beta, evaluation, testing or demonstration purposes or other circumstances for which the Approved Source does not receive a payment of a purchase price or license fee; or (v) has not been provided by an Approved Source. Cisco will use commercially reasonable efforts to deliver to You Software free from any viruses, programs, or programming devices designed to modify, delete, damage or disable the Software or Your data.

b. **Exclusive Remedy.** At Cisco's option and expense, Cisco shall repair, replace, or cause the refund of the license fees paid for the non-conforming Software. This remedy is conditioned on You reporting the non-conformance in writing to Your Approved Source within the warranty period. The Approved Source may ask You to return the Software, the Cisco product, and/or Documentation as a condition of this remedy. This Section is Your exclusive remedy under the warranty.

c. **Disclaimer.** Except as expressly set forth above, Cisco and its licensors provide Software “as is” and expressly disclaim all warranties, conditions or other terms, whether express, implied or statutory, including without limitation, warranties, conditions or other terms regarding merchantability, fitness for a particular purpose, design, condition, capacity, performance, title, and non-infringement. Cisco does not warrant that the Software will operate uninterrupted or error-free or that all errors will be corrected. In addition, Cisco does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

d. **Limitations and Exclusions of Liability.** In no event will Cisco or its licensors be liable for the following, regardless of the theory of liability or whether arising out of the use or inability to use the Software or otherwise, even if a 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 revenue, profits, goodwill or anticipated sales or savings. All liability of Cisco, its affiliates, officers, directors, employees, agents, suppliers and licensors collectively, to You, whether based in warranty, contract, tort (including negligence), or otherwise, shall not exceed the license fees paid by You to any Approved Source for the Software that gave rise to the claim. This limitation of liability for Software is cumulative and not per incident. Nothing in this Agreement limits or excludes any liability that cannot be limited or excluded under applicable law.
Glossary

“Approved Source” means (i) Cisco or (ii) the Cisco authorized reseller, distributor or systems integrator from whom you acquired the Software.

“Cisco” means Cisco Systems, Inc. or its affiliates

“Documentation” is the Cisco user or technical manuals, training materials, specifications or other documentation applicable to the Software and made available to You by an Approved Source.

“Entitlement” means the license detail; including license metric, duration, and quantity provided in a product ID (PID) published on Cisco’s price list, claim certificate or right to use notification.

“Software” means the Cisco computer programs and any Upgrades made available to You by an Approved Source and licensed to You by Cisco.

“Upgrades” means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software and backup copies thereof.

“Use” or “Using” means to download, install, activate, access or otherwise use the Software.

“You” and “Your” means the individual or legal entity licensing the Software under the Cisco End User License Agreement (https://www.cisco.com/go/softwareterms).

Governing Law, Jurisdiction and Venue

If You acquired the Software in a country or territory listed below, as determined by reference to the address on the purchase order the Approved Source accepted, this table identifies the law that governs this Limited Warranty (notwithstanding any conflict of laws provision) and the specific courts that have exclusive jurisdiction over any claim arising under this Limited Warranty.

<table>
<thead>
<tr>
<th>Country or Territory</th>
<th>Governing Law</th>
<th>Jurisdiction and Venue</th>
</tr>
</thead>
<tbody>
<tr>
<td>United States, Latin America or the Caribbean</td>
<td>State of California, United States of America</td>
<td>Federal District Court, Northern District of California or Superior Court of Santa Clara County, California</td>
</tr>
<tr>
<td>Canada</td>
<td>Province of Ontario, Canada</td>
<td>Courts of the Province of Ontario, Canada</td>
</tr>
<tr>
<td>Europe (excluding Italy), Middle East, Africa, Asia or Oceania (excluding Australia)</td>
<td>Laws of England</td>
<td>English Courts</td>
</tr>
<tr>
<td>Japan</td>
<td>Laws of Japan</td>
<td>Tokyo District Court of Japan</td>
</tr>
<tr>
<td>Australia</td>
<td>Laws of the State of New South Wales</td>
<td>State and Federal Courts of New South Wales</td>
</tr>
<tr>
<td>Italy</td>
<td>Laws of Italy</td>
<td>Court of Milan</td>
</tr>
<tr>
<td>China</td>
<td>Laws of the People’s Republic of China.</td>
<td>Hong Kong International Arbitration Center</td>
</tr>
<tr>
<td>All other countries or territories</td>
<td>State of California</td>
<td>State and Federal Courts of California</td>
</tr>
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The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. In addition, no person who is not a party to the EULA shall be entitled to enforce or take the benefit of any of its terms under the Contracts (Rights of Third Parties) Act 1999. 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.
Online Resources

Cisco End User License Agreement (EULA)
The Cisco End User License Agreement (EULA) governing software use is available at the following URL: https://www.cisco.com/go/softwareterms.

Warranty Online
Product warranty terms and other information applicable to Cisco products are available at the following URL: https://www.cisco.com/go/warranty.

Consult the above website or your Cisco Sales and Service Representative for a complete listing of Cisco products and applicable warranties.

Document ID: EDCS-11596060
Version: 1.1