



## End User License Agreement

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### Cisco Systems End User License Agreement

**IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. IT IS VERY IMPORTANT THAT YOU CHECK THAT YOU ARE PURCHASING CISCO SOFTWARE OR EQUIPMENT FROM AN APPROVED SOURCE AND THAT YOU, OR THE ENTITY YOU REPRESENT (COLLECTIVELY, THE "CUSTOMER") HAVE BEEN REGISTERED AS THE END USER FOR THE PURPOSES OF THIS CISCO END USER LICENSE AGREEMENT. IF YOU ARE NOT REGISTERED AS THE END USER YOU HAVE NO LICENSE TO USE THE SOFTWARE AND THE LIMITED WARRANTY IN THIS END USER LICENSE AGREEMENT DOES NOT APPLY. ASSUMING YOU HAVE PURCHASED FROM AN APPROVED SOURCE, DOWNLOADING, INSTALLING OR USING CISCO OR CISCO-SUPPLIED SOFTWARE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.**

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For all countries referred to above, the parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. Notwithstanding the foregoing, 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. If any portion hereof is found to be void or unenforceable, the remaining provisions of the Agreement and Warranties shall remain in full force and effect. Except as expressly provided herein, the Agreement constitutes the entire agreement between the parties with respect to the license of the Software and Documentation and supersedes any conflicting or additional terms contained in any Purchase Order or elsewhere, all of which terms are excluded. The Agreement has been written in the English language, and the parties agree that the English version will govern.

Product warranty terms and other information applicable to Cisco products are available at the following URL:

<https://www.cisco.com/c/en/us/products/warranty-listing.html>

## Supplemental End User License Agreement for Cisco Systems Content Security Software

### IMPORTANT: READ CAREFULLY

This Supplemental End User License Agreement ("SEULA") contains additional terms and conditions for the Software product licensed under the End User License Agreement ("EULA") between You ("You" as used herein means You and the business entity you represent or "Company") and Cisco (collectively, the "Agreement"). Capitalized terms used in this SEULA but not defined will have the meanings assigned to them in the EULA. To the extent that there is a conflict between the terms and conditions of the EULA and this SEULA, the terms and conditions of this SEULA will take precedence.

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For purposes of this SEULA, the Product name and the Product description You have ordered is any of the following Cisco Systems Email Security Appliance ("ESA"), Cisco Systems Web Security Appliance ("WSA") and Cisco Systems Security Management Application ("SMA") (collectively, "Content Security") and their Virtual Appliance equivalent ("Software"):

- Cisco AsyncOS for Email
- Cisco AsyncOS for Web
- Cisco AsyncOS for Management
- Cisco Email Anti-Spam, Sophos Anti-Virus
- Cisco Email Outbreak Filters
- Cloudmark Anti-Spam
- Cisco Image Analyzer
- McAfee Anti-Virus
- Cisco Intelligent Multi-Scan
- Cisco RSA Data Loss Prevention
- Cisco Email Encryption
- Cisco Email Delivery Mode
- Cisco Web Usage Controls
- Cisco Web Reputation
- Sophos Anti-Malware
- Webroot Anti-Malware
- McAfee Anti-Malware
- Cisco Email Reporting
- Cisco Email Message Tracking
- Cisco Email Centralized Quarantine
- Cisco Web Reporting
- Cisco Web Policy and Configuration Management



Cisco Advanced Web Security Management with Splunk  
Email Encryption for Encryption Appliances  
Email Encryption for System Generated Bulk Email  
Email Encryption and Public Key Encryption for Encryption Appliances  
Large Attachment Handling for Encryption Appliances  
Secure Mailbox License for Encryption Appliances

## Definitions

For purposes of this SEULA, the following definitions apply:

"Company Service" means the Company's email, Internet, security management services provided to End Users for the purposes of conducting Company's internal business.

"End User" means: (1) for the WSA and SMA, the employee, contractor or other agent authorized by Company to access the Internet and the SMA via the Company Service; and (2) for the ESA, the email boxes of the employees, contractors, or other agent authorized by Company to access or use the email services via the Company Service.

"Ordering Document" means the purchase agreement, evaluation agreement, beta, pre-release agreement or similar agreement between the Company and Cisco or the Company and a Cisco reseller, or the valid terms of any purchase order accepted by Cisco in connection therewith, containing the purchase terms for the Software license granted by this Agreement.

"Personally Identifiable Information" means any information that can be used to identify an individual, including, but not limited to, an individual's name, user name, email address and any other personally identifiable information.

"Server" means a single physical computer or devices on a network that manages or provides network resources for multiple users.

"Services" means Cisco Software Subscription Services.

"Service Description" means the description of the Software Subscription Support Services at <http://www.cisco.com/c/en/us/about/legal/service-descriptions.html>.

"Telemetry Data" means samples of Company's email and web traffic, including data on email message and web request attributes and information on how different types of email messages and web requests were handled by Company's Cisco hardware products. Email message metadata and web requests included in Telemetry Data are anonymized and obfuscated to remove any Personally Identifiable Information.

"Term" means the length of the Software subscription You purchased, as indicated in your Ordering Document.

"Virtual Appliance" means the virtual version of Cisco's email security appliances, web security appliances, and security management appliances.

"Virtual Machine" means a software container that can run its own operating system and execute applications like a Server.

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