	a multi-party audio conference. Requires audio conferencing resources in cloud or on- site to connect the calls.	
SIP trunk Integration / Configuration in Cloud	Customers often require on-site SIP trunk integration to support integration with 3rd party applications and devices. To activate this service configuration is required in the call manager. This feature covers this element of solution only.	Y
Solution Based Time of Day Routing	Time-of-day routing routes calls applicable to the whole organisation to different locations based on the time of day when a call is made. For example, during business hours, calls can route to an office, and after hours, calls can go directly to a voice-messaging system or to a home number or another location.	Y
Speech Auto Attendant	Cisco Call Manager Auto Attendant, a simple automated attendant, allows callers to locate people in your organization without talking to a receptionist. You can customize the prompts that are played for the caller, but you cannot customize how the software interacts with the customer.	Y

Att 3 to Schedule 11 - TCC Integrated Services: Telstra Unified Communications (TUC)

Not Used

Att 4 to Schedule 11 Annexure 1 - Site Schedule

Not used

Att 5 to Schedule 11: Virtual Meeting Room (VMR) Add-on

1 SERVICE DESCRIPTION

- 1.1 Your Virtual Meeting Room (VMR) is an IP-based video conferencing solution that will be managed and supported by us in accordance with the service levels set out in the Service Management section below.
- 1.2 The key product features of the VMR service are set out in the table below:

PRODUCT FEATURE	VMR 8	VMR25
Maximum concurrent End Users	8	25
Max length of meeting	After 300 minutes meetings will be automatically disconnected.	
Video quality	Up to High Definition 720p depending upon end point capability and bandwidth availability.	
Content	Dual streaming of video call and content is supported on compatible devices.	
Phone number ranges available	All VMR numbers will use the 03 xxxx xxx geographic number range	
Dialling options	End Users can dial in using the E.164 VMR number or URI dialling. The URI address will be in the form of 03xxxxxx@visionnet.com.au	
It is not possible to out dial from your VMR servi		r VMR service

2 SERVICE MANAGEMENT

SERVICE DESK

- 2.1 Only your Authorised Representative can contact the TCC Service Desk to raise faults and make service requests. There will be no End User support for your VMR service via the TCC Service Desk.
- 2.2 The TCC Service Desk will manage your requests in line with the service levels set out in clauses 10.4 to 10.7 of Schedule 11.

INCIDENT MANAGEMENT

- 2.3 Incident management for your VMR Solution will be managed to the service levels set out below (not the service levels defined for the remainder of your TCC Service):
- 2.4 Once we have created a ticket in our system and assigned a severity level, we will use reasonable endeavours to meet the VMR service level targets set out in the table below:

PRIORITY LEVEL	VMR SERVICE LEVEL TARGET	
	Response	Restore
Severity 1	Within 15 minutes from the initial report to the helpdesk	4 Hours
Severity 2	Within 15 minutes from the initial report to the helpdesk	24 Hours

1.1

- 2.5 For the purposes of the VMR element of the TCC Service only (and not any other element of your TCC Service):
 - (a) Severity 1 means a critical incident which requires immediate corrective action and has a direct and immediate customer impact;
 - (b) Severity 2 means a high impact incident which requires prompt corrective action and has a direct customer impact; and
 - (c) Severity 3 means a medium impact incident which requires managed restoration.
- 2.6 We may schedule maintenance outages and change management windows which may cause temporary loss of some or all functions of your VMR service.
- 2.7 We will use reasonable endeavours to:
 - (a) provide you with at least 2 Business Days' notice (via email or otherwise) prior to scheduled maintenance outages;
 - (b) schedule maintenance outages between 7pm and 6am (AEST), Monday to Friday (excluding Public Holidays); and
 - (c) limit scheduled maintenance to 10 hours per guarter.

MOVES ADDS & CHANGES

- 2.8 Your Authorised Representative can ask us to modify, add or cancel your relevant VMR services by contacting the TCC Service desk or accessing our online portal subject to clause 2.9 of this Att 5 to Schedule 11. On receipt of a MAC request we will manage it in line with how MAC request for your TCC Service is managed as set in clause 10.32 of Schedule 11.
- 2.9 The response and completion targets for only MACs to your VMR service are set out below (not the service levels defined for the remainder of your TCC Service). We aim, but do not guarantee, to meet these response and completion targets.

1.2

SERVICE LEVEL	TARGET
Time to respond to the customer request (Action taken) via email, phone or web	1 Business Day
MAC completion	7 Business Days

2.10 Subject to clause 2.11 of this Att 8 to Schedule 11, the prices for MACs as at the Service Start Date are set out below:

MAC TYPE	UPFRONT CHARGE	ON-GOING CHARGE
Order New VMR	Activation Fee as set out in Att 1 to Schedule 11	VMR Monthly Fee as set out in Att 1 to Schedule 11
Cancel existing VMR	Deactivation Fee as set out in	No Charge

Cancel entire range of VMR services	Early Termination Charge of the sum of Deactivation Fee and twice the VMR monthly fee ¹	No Charge
Reset PIN/ Name Change	No Charge	No Charge

¹ Only applicable if cancelled within the first 12-months of the Service Start Date

2.11 MAC pricing set out above will be reviewed annually and may be increased. Any increases will be informed to you at the time of requesting the MAC.

Att 6 to Schedule 11 : Licence Terms

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 OBTAINED FROM AN APPROVED SOURCE, DOWNLOADING, INSTALLING OR USING CISCO OR CISCO-SUPPLIED SOFTWARE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

CISCO SYSTEMS, INC. OR ITS AFFILIATE LICENSING THE SOFTWARE ("CISCO") IS WILLING TO LICENSE THIS SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU OBTAINED THE SOFTWARE FROM AN APPROVED SOURCE AND THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS END USER LICENSE AGREEMENT PLUS ANY ADDITIONAL LIMITATIONS ON THE LICENSE SET FORTH IN A SUPPLEMENTAL LICENSE AGREEMENT ACCOMPANYING THE PRODUCT OR AVAILABLE AT THE TIME OF YOUR DOWNLOAD (COLLECTIVELY, THE "AGREEMENT"). BY DOWNLOADING, INSTALLING OR USING THE SOFTWARE, YOU ARE REPRESENTING THAT YOU OBTAINED THE SOFTWARE FROM AN APPROVED SOURCE AND BINDING YOURSELF TO THE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE. FOR THE PURPOSES OF THIS END USER LICENSE AGREEMENT, AN "APPROVED SOURCE" MEANS (A) CISCO; OR (B) TELSTRA.

THE FOLLOWING TERMS OF THE AGREEMENT GOVERN CUSTOMER'S USE OF THE SOFTWARE (DEFINED BELOW), EXCEPT TO THE EXTENT THE SOFTWARE INCLUDES A SEPARATE "CLICK-ACCEPT" LICENSE AGREEMENT OR THIRD PARTY LICENSE AGREEMENT AS PART OF THE INSTALLATION OR DOWNLOAD PROCESS GOVERNING CUSTOMER'S USE OF THE SOFTWARE. TO THE EXTENT OF A CONFLICT BETWEEN THE PROVISIONS OF THE FOREGOING DOCUMENTS, THE ORDER OF PRECEDENCE SHALL BE (1) THE CLICK-ACCEPT AGREEMENT OR THIRD PARTY LICENSE AGREEMENT, AND (2) THE AGREEMENT. FOR PURPOSES OF THE AGREEMENT, "SOFTWARE" SHALL MEAN COMPUTER PROGRAMS AS PROVIDED TO CUSTOMER BY AN APPROVED SOURCE, AND ANY UPGRADES, UPDATES, BUG FIXES OR MODIFIED VERSIONS THERETO (COLLECTIVELY, "UPGRADES").

LICENSE. CONDITIONED UPON COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT, CISCO GRANTS TO CUSTOMER A NONEXCLUSIVE AND NONTRANSFERABLE LICENSE TO USE FOR CUSTOMER'S INTERNAL BUSINESS PURPOSES THE SOFTWARE AND THE DOCUMENTATION IN CONNECTION WITH CUSTOMER'S PURCHASE OF HOSTED SERVICES FROM AN APPROVED SOURCE. "DOCUMENTATION" MEANS WRITTEN INFORMATION (WHETHER CONTAINED IN USER OR TECHNICAL MANUALS, TRAINING MATERIALS, SPECIFICATIONS OR OTHERWISE) PERTAINING TO THE SOFTWARE AND MADE AVAILABLE BY AN APPROVED SOURCE WITH THE SOFTWARE IN ANY MANNER (INCLUDING ON CD-ROM, OR ON-LINE). IN ORDER TO USE THE SOFTWARE, CUSTOMER MAY BE REQUIRED TO INPUT A REGISTRATION NUMBER OR PRODUCT AUTHORIZATION KEY AND REGISTER CUSTOMER'S COPY OF THE SOFTWARE ON-LINE AT CISCO'S WEB-SITE TO OBTAIN THE NECESSARY LICENSE KEY OR LICENSE FILE.

CUSTOMER'S LICENSE TO USE THE SOFTWARE SHALL BE LIMITED TO, AND CUSTOMER SHALL NOT USE THE SOFTWARE IN EXCESS OF A SINGLE MOBILE TELEPHONE, PERSONAL COMPUTER, OR OTHER HANDHELD DIGITAL DEVICES OR SUCH OTHER LIMITATIONS AS ARE SET FORTH IN THE APPLICABLE SUPPLEMENTAL LICENSE AGREEMENT.

UNLESS OTHERWISE EXPRESSLY PROVIDED IN THE DOCUMENTATION OR ANY APPLICABLE SUPPLEMENTAL LICENSE AGREEMENT, CUSTOMER SHALL USE THE SOFTWARE SOLELY FOR CUSTOMER'S INTERNAL BUSINESS PURPOSES. NO OTHER LICENSES ARE GRANTED BY IMPLICATION, ESTOPPEL OR OTHERWISE.

<u>GENERAL LIMITATIONS.</u> THIS IS A LICENSE, NOT A TRANSFER OF TITLE, TO THE SOFTWARE AND DOCUMENTATION, AND CISCO RETAINS OWNERSHIP OF ALL COPIES OF THE SOFTWARE AND

DOCUMENTATION. CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE AND DOCUMENTATION CONTAIN TRADE SECRETS OF CISCO, ITS SUPPLIERS OR LICENSORS, INCLUDING BUT NOT LIMITED TO THE SPECIFIC INTERNAL DESIGN AND STRUCTURE OF INDIVIDUAL PROGRAMS AND ASSOCIATED INTERFACE INFORMATION. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THE AGREEMENT, CUSTOMER SHALL ONLY USE THE SOFTWARE IN CONNECTION WITH HOSTED SERVICES THAT CUSTOMER PURCHASED FROM AN APPROVED SOURCE AND CUSTOMER SHALL HAVE NO RIGHT, AND CUSTOMER SPECIFICALLY AGREES NOT TO:

TRANSFER, ASSIGN OR SUBLICENSE ITS LICENSE RIGHTS TO ANY OTHER PERSON OR ENTITY (OTHER THAN IN COMPLIANCE WITH ANY CISCO RELICENSING/TRANSFER POLICY THEN IN FORCE), OR USE THE SOFTWARE ON CISCO EQUIPMENT NOT PURCHASED BY THE CUSTOMER FROM AN APPROVED SOURCE OR ON SECOND-HAND CISCO EQUIPMENT, AND CUSTOMER ACKNOWLEDGES THAT ANY ATTEMPTED TRANSFER, ASSIGNMENT, SUBLICENSE OR USE SHALL BE VOID;

MAKE ERROR CORRECTIONS TO OR OTHERWISE MODIFY OR ADAPT THE SOFTWARE OR CREATE DERIVATIVE WORKS BASED UPON THE SOFTWARE, OR PERMIT THIRD PARTIES TO DO THE SAME;

REVERSE ENGINEER OR DECOMPILE, DECRYPT, DISASSEMBLE OR OTHERWISE REDUCE THE SOFTWARE TO HUMAN-READABLE FORM, EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PERMITTED UNDER APPLICABLE LAW NOTWITHSTANDING THIS RESTRICTION OR EXCEPT TO THE EXTENT THAT CISCO IS LEGALLY REQUIRED TO PERMIT SUCH SPECIFIC ACTIVITY PURSUANT TO ANY APPLICABLE OPEN SOURCE LICENSE:

PUBLISH ANY RESULTS OF BENCHMARK TESTS RUN ON THE SOFTWARE;

USE OR PERMIT THE SOFTWARE TO BE USED TO PERFORM SERVICES FOR THIRD PARTIES, WHETHER ON A SERVICE BUREAU OR TIME SHARING BASIS OR OTHERWISE, WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF CISCO;

DISCLOSE, PROVIDE, OR OTHERWISE MAKE AVAILABLE TRADE SECRETS CONTAINED WITHIN THE SOFTWARE AND DOCUMENTATION IN ANY FORM TO ANY THIRD PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF CISCO. CUSTOMER SHALL IMPLEMENT REASONABLE SECURITY MEASURES TO PROTECT SUCH TRADE SECRETS; OR

USE THE SOFTWARE AFTER YOUR AGREEMENT FOR THE HOSTED SERVICES TERMINATES OR EXPIRES.

TO THE EXTENT REQUIRED BY LAW, AND AT CUSTOMER'S WRITTEN REQUEST, CISCO SHALL PROVIDE CUSTOMER WITH THE INTERFACE INFORMATION NEEDED TO ACHIEVE INTEROPERABILITY BETWEEN THE SOFTWARE AND ANOTHER INDEPENDENTLY CREATED PROGRAM, ON PAYMENT OF CISCO'S APPLICABLE FEE, IF ANY. CUSTOMER SHALL OBSERVE STRICT OBLIGATIONS OF CONFIDENTIALITY WITH RESPECT TO SUCH INFORMATION AND SHALL USE SUCH INFORMATION IN COMPLIANCE WITH ANY APPLICABLE TERMS AND CONDITIONS UPON WHICH CISCO MAKES SUCH INFORMATION AVAILABLE.

SOFTWARE, UPGRADES AND ADDITIONAL COPIES. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT: (1) CUSTOMER HAS NO LICENSE OR RIGHT TO MAKE OR USE ANY ADDITIONAL COPIES OR UPGRADES UNLESS CUSTOMER, AT THE TIME OF MAKING OR ACQUIRING SUCH COPY OR UPGRADE, ALREADY HOLDS A VALID LICENSE TO THE ORIGINAL SOFTWARE AND HAS PAID THE APPLICABLE FEE TO AN APPROVED SOURCE FOR THE UPGRADE OR ADDITIONAL COPIES; AND (2) THE MAKING AND USE OF ADDITIONAL COPIES IS LIMITED TO NECESSARY BACKUP PURPOSES ONLY.

PROPRIETARY NOTICES. CUSTOMER AGREES TO MAINTAIN AND REPRODUCE ALL COPYRIGHT, PROPRIETARY AND OTHER NOTICES ON ALL COPIES, IN ANY FORM, OF THE SOFTWARE IN THE SAME FORM AND MANNER THAT SUCH COPYRIGHT AND OTHER PROPRIETARY NOTICES ARE INCLUDED ON THE SOFTWARE. EXCEPT AS EXPRESSLY AUTHORIZED IN THE AGREEMENT, CUSTOMER SHALL NOT MAKE ANY COPIES OR DUPLICATES OF ANY SOFTWARE WITHOUT THE PRIOR WRITTEN PERMISSION OF CISCO.

TERM AND TERMINATION. THE AGREEMENT AND THE LICENSE GRANTED HEREIN SHALL REMAIN EFFECTIVE UNTIL THE HOSTED SERVICES TERMINATE OR EXPIRE. CUSTOMER MAY TERMINATE THE AGREEMENT AND THE LICENSE AT ANY TIME BY DESTROYING ALL COPIES OF SOFTWARE AND ANY DOCUMENTATION. CUSTOMER'S RIGHTS UNDER THE AGREEMENT WILL TERMINATE IMMEDIATELY WITHOUT NOTICE FROM CISCO IF CUSTOMER FAILS TO COMPLY WITH ANY PROVISION OF THE AGREEMENT. UPON TERMINATION, CUSTOMER SHALL DESTROY ALL COPIES OF SOFTWARE AND DOCUMENTATION IN ITS POSSESSION OR CONTROL. ALL CONFIDENTIALITY OBLIGATIONS OF CUSTOMER, ALL RESTRICTIONS AND LIMITATIONS IMPOSED ON THE CUSTOMER UNDER THE SECTION TITLED "GENERAL LIMITATIONS" AND ALL LIMITATIONS OF LIABILITY AND DISCLAIMERS AND RESTRICTIONS OF WARRANTY SHALL SURVIVE TERMINATION OF THIS AGREEMENT. IN ADDITION, THE PROVISIONS OF THE SECTIONS TITLED "U.S. GOVERNMENT END USER PURCHASERS" "LIMITED WARRANTY", "DISCLAIMER OF WARRANTY" AND "DISCLAIMER OF LIABILITIES" SHALL SURVIVE TERMINATION OF THE AGREEMENT.

<u>CUSTOMER RECORDS.</u> CUSTOMER GRANTS TO CISCO AND ITS INDEPENDENT ACCOUNTANTS THE RIGHT TO EXAMINE CUSTOMER'S BOOKS, RECORDS AND ACCOUNTS DURING CUSTOMER'S NORMAL BUSINESS HOURS TO VERIFY COMPLIANCE WITH THIS AGREEMENT. IN THE EVENT SUCH AUDIT DISCLOSES NON-COMPLIANCE WITH THIS AGREEMENT, CUSTOMER SHALL PROMPTLY PAY TO CISCO THE APPROPRIATE LICENSE FEES, PLUS THE REASONABLE COST OF CONDUCTING THE AUDIT.

EXPORT, RE-EXPORT, TRANSFER & USE CONTROLS. THE SOFTWARE, DOCUMENTATION AND TECHNOLOGY OR DIRECT PRODUCTS THEREOF (HEREAFTER REFERRED TO AS SOFTWARE AND TECHNOLOGY), SUPPLIED BY CISCO UNDER THE AGREEMENT ARE SUBJECT TO EXPORT CONTROLS UNDER THE LAWS AND REGULATIONS OF THE UNITED STATES (U.S.) AND ANY OTHER APPLICABLE COUNTRIES' LAWS AND REGULATIONS. CUSTOMER SHALL COMPLY WITH SUCH LAWS AND REGULATIONS GOVERNING EXPORT, RE-EXPORT, TRANSFER AND USE OF CISCO SOFTWARE AND TECHNOLOGY AND WILL OBTAIN ALL REQUIRED U.S. AND LOCAL AUTHORIZATIONS, PERMITS, OR LICENSES. CISCO AND CUSTOMER EACH AGREE TO PROVIDE THE OTHER INFORMATION, SUPPORT DOCUMENTS, AND ASSISTANCE AS MAY REASONABLY BE REQUIRED BY THE OTHER IN CONNECTION WITH SECURING AUTHORIZATIONS OR LICENSES. INFORMATION REGARDING COMPLIANCE WITH EXPORT, RE-EXPORT, TRANSFER AND USE MAY BE LOCATED AT THE FOLLOWING URL:

http://www.cisco.com/web/about/doing_business/legal/global_export_trade/general_export/contract_compliance .html.

U.S. GOVERNMENT END USER PURCHASERS. THE SOFTWARE AND DOCUMENTATION QUALIFY AS "COMMERCIAL ITEMS," AS THAT TERM IS DEFINED AT FEDERAL ACQUISITION REGULATION ("FAR") (48 C.F.R.) 2.101, CONSISTING OF "COMMERCIAL COMPUTER SOFTWARE" AND "COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" AS SUCH TERMS ARE USED IN FAR 12.212. CONSISTENT WITH FAR 12.212 AND DOD FAR SUPP. 227.7202-1 THROUGH 227.7202-4, AND NOTWITHSTANDING ANY OTHER FAR OR OTHER CONTRACTUAL CLAUSE TO THE CONTRARY IN ANY AGREEMENT INTO WHICH THE AGREEMENT MAY BE INCORPORATED, CUSTOMER MAY PROVIDE TO GOVERNMENT END USER OR, IF THE AGREEMENT IS DIRECT, GOVERNMENT END USER WILL ACQUIRE, THE SOFTWARE AND DOCUMENTATION WITH ONLY THOSE RIGHTS SET FORTH IN THE AGREEMENT. USE OF EITHER THE SOFTWARE OR DOCUMENTATION OR BOTH CONSTITUTES AGREEMENT BY THE GOVERNMENT THAT THE SOFTWARE AND DOCUMENTATION ARE "COMMERCIAL COMPUTER SOFTWARE" AND "COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION," AND CONSTITUTES ACCEPTANCE OF THE RIGHTS AND RESTRICTIONS HEREIN.

<u>IDENTIFIED COMPONENTS</u>; <u>ADDITIONAL TERMS</u>. THE SOFTWARE MAY CONTAIN OR BE DELIVERED WITH ONE OR MORE COMPONENTS, WHICH MAY INCLUDE THIRD-PARTY COMPONENTS, IDENTIFIED BY CISCO IN THE DOCUMENTATION, README.TXT_FILE, THIRD-PARTY CLICK-ACCEPT OR ELSEWHERE (E.G. ON WWW.CISCO.COM) (THE "IDENTIFIED COMPONENT(S)") AS BEING SUBJECT TO DIFFERENT LICENSE AGREEMENT TERMS, DISCLAIMERS OF WARRANTIES, LIMITED WARRANTIES OR OTHER TERMS AND CONDITIONS (COLLECTIVELY, "ADDITIONAL TERMS") THAN THOSE SET FORTH HEREIN. YOU AGREE TO THE APPLICABLE ADDITIONAL TERMS FOR ANY SUCH IDENTIFIED COMPONENT(S).

<u>LIMITED WARRANTY.</u> SUBJECT TO THE LIMITATIONS AND CONDITIONS SET FORTH HEREIN, CISCO WARRANTS THAT COMMENCING FROM THE DATE OF SHIPMENT TO CUSTOMER (BUT IN CASE OF

RESALE BY AN APPROVED SOURCE OTHER THAN CISCO, COMMENCING NOT MORE THAN NINETY (90) DAYS AFTER ORIGINAL SHIPMENT BY CISCO), AND CONTINUING FOR A PERIOD OF THE LONGER OF (A) NINETY (90) DAYS OR (B) THE WARRANTY PERIOD (IF ANY) EXPRESSLY SET FORTH AS APPLICABLE SPECIFICALLY TO SOFTWARE IN THE WARRANTY CARD ACCOMPANYING THE PRODUCT OF WHICH THE SOFTWARE IS A PART (THE "**PRODUC**T") (IF ANY): (A) THE MEDIA ON WHICH THE SOFTWARE IS FURNISHED WILL BE FREE OF DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE; AND (B) THE SOFTWARE SUBSTANTIALLY CONFORMS TO THE DOCUMENTATION. THE DATE OF SHIPMENT OF A PRODUCT BY CISCO IS SET FORTH ON THE PACKAGING MATERIAL IN WHICH THE PRODUCT IS SHIPPED. EXCEPT FOR THE FOREGOING, THE SOFTWARE IS PROVIDED "AS IS". THIS LIMITED WARRANTY EXTENDS ONLY TO THE SOFTWARE PURCHASED FROM AN APPROVED SOURCE BY A CUSTOMER WHO IS THE FIRST REGISTERED END USER. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF CISCO AND ITS SUPPLIERS UNDER THIS LIMITED WARRANTY WILL BE (I) REPLACEMENT OF DEFECTIVE MEDIA AND/OR (II) AT CISCO'S OPTION, REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF THE SOFTWARE, IN BOTH CASES SUBJECT TO THE CONDITION THAT ANY ERROR OR DEFECT CONSTITUTING A BREACH OF THIS LIMITED WARRANTY IS REPORTED TO THE APPROVED SOURCE SUPPLYING THE SOFTWARE TO CUSTOMER WITHIN THE WARRANTY PERIOD. CISCO OR THE APPROVED SOURCE SUPPLYING THE SOFTWARE TO CUSTOMER MAY, AT ITS OPTION, REQUIRE RETURN OF THE SOFTWARE AND/OR DOCUMENTATION AS A CONDITION TO THE REMEDY. IN NO EVENT DOES CISCO WARRANT THAT THE SOFTWARE IS ERROR FREE OR THAT CUSTOMER WILL BE ABLE TO OPERATE THE SOFTWARE WITHOUT PROBLEMS OR INTERRUPTIONS. IN ADDITION, DUE TO THE CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON AND ATTACKING NETWORKS, 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.

RESTRICTIONS. THIS WARRANTY DOES NOT APPLY IF THE SOFTWARE, PRODUCT OR ANY OTHER EQUIPMENT UPON WHICH THE SOFTWARE IS AUTHORIZED TO BE USED (A) HAS BEEN ALTERED, EXCEPT BY CISCO OR ITS AUTHORIZED REPRESENTATIVE, (B) HAS NOT BEEN INSTALLED, OPERATED, REPAIRED, OR MAINTAINED IN ACCORDANCE WITH INSTRUCTIONS SUPPLIED BY CISCO, (C) HAS BEEN SUBJECTED TO ABNORMAL PHYSICAL OR ELECTRICAL STRESS, ABNORMAL ENVIRONMENTAL CONDITIONS, MISUSE, NEGLIGENCE, OR ACCIDENT; OR (D) IS LICENSED FOR BETA, EVALUATION, TESTING OR DEMONSTRATION PURPOSES. THE SOFTWARE WARRANTY ALSO DOES NOT APPLY TO (E) ANY TEMPORARY SOFTWARE MODULES; (F) ANY SOFTWARE NOT POSTED ON CISCO'S SOFTWARE CENTER; (G) ANY SOFTWARE THAT CISCO EXPRESSLY PROVIDES ON AN "AS IS" BASIS ON CISCO'S SOFTWARE CENTER; (H) ANY SOFTWARE FOR WHICH AN APPROVED SOURCE DOES NOT RECEIVE A LICENSE FEE; AND (I) SOFTWARE SUPPLIED BY ANY THIRD PARTY WHICH IS NOT AN APPROVED SOURCE.

DISCLAIMER OF WARRANTY. EXCEPT AS SPECIFIED IN THIS WARRANTY SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY CISCO, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT THAT ANY OF THE SAME CANNOT BE EXCLUDED, SUCH IMPLIED CONDITION, REPRESENTATION AND/OR WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD REFERRED TO IN THE "LIMITED WARRANTY" SECTION ABOVE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY IN SUCH STATES. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. NOTHING IN THIS AGREEMENT RESTRICTS THE EFFECT OF ANY CONDITIONS OR WARRANTIES WHICH MAY BE IMPLIED BY THE COMPETITION AND CONSUMER ACT 2010 (CTH) OR ANY SALE OF GOODS OR FAIR TRADING LEGISLATION.

<u>DISCLAIMER OF LIABILITIES - LIMITATION OF LIABILITY.</u> IF YOU ACQUIRED THE SOFTWARE IN THE UNITED STATES, LATIN AMERICA, CANADA, JAPAN OR THE CARIBBEAN, NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, ALL LIABILITY OF CISCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS COLLECTIVELY, TO