

# BUSINESS SERVICES AGREEMENT VARIATION



## VARIATION AGREEMENT 13

### YOUR DETAILS

**Name** Data Action Pty Ltd (you or your)  
**ABN** 32 008 102 690  
**Address** Level 3/55 Currie Street, Adelaide SA 5001

### OUR DETAILS

**Name** Telstra Corporation Limited (ABN 33 051 775 556) (we, us or our)  
**Address for Notices** General Manager, Contract Management  
Locked Bag 6502, Sydney NSW 2001  
**Fax Number** 1300 886 281

- A. The parties entered into a Business Services Agreement for the provision of telecommunication services dated 30 June 2014, as varied (**Agreement**).
- B. The parties agree that from the date this Variation Agreement is signed by the last party, the Agreement will be varied in accordance with the terms of this Variation Agreement. Subject to the variations, the Agreement will continue in full force and effect.
- C. Terms used in this Variation Agreement have the same meaning as terms defined in the Agreement.

### AGREED BY YOU

Signed for you by your authorised representative:

**Signature** Andrew Maurice **Date** 26/6/19  
**Print Name** Andrew MAURICE **Position** COMPANY SECRETARY

### AGREED BY US

Signed for us by our authorised representative:

**Signature** Adam Oliver **Date** 27/6/19  
**Print Name** Adam Oliver **Position** Head of Telstra Enterprise SA/NT

The terms of the Agreement are varied as follows:

CLAUSE	VARIATION
New Schedule 14 - Additional Cloud Collaboration Services (Telstra Collaboration with Cisco)	Insert new "Schedule 14 - Telstra Collaboration with Cisco Services" as set out in Annexure A to this Variation Agreement.

## Annexure A

# SCHEDULE 14 – TELSTRA COLLABORATION WITH CISCO SERVICES

**SERVICE START DATE:** The date Variation Agreement 8 is signed by the last party.

**SERVICE SCHEDULE TERM:** 36 months

This Service Schedule sets out the service description and terms that apply to the Telstra Collaboration with Cisco Service.

## 1 SERVICE DESCRIPTION

- 1.1 Our Telstra Collaboration with Cisco Service (including Cisco Webex Cloud and Webex Teams) (**Service**) is a cloud-based UC service based on the Cisco Hosted Collaboration Service (**HCS**) platform. The Service comprises of:
- (a) Features;
  - (b) User Licenses;
  - (c) Telstra Services;
  - (d) Value-Added Services;
  - (e) Integration Services;
  - (f) Professional Services; and/or
  - (g) the Equipment.

The full description of items (a)-(g) above are set out in the Service Guide and Product Guide.

Not all features are available (or available without use restrictions) in all jurisdictions, and we specify the limitations in the Product Guide or Service Guide (where appropriate).

- 1.2 This Service Schedule is subject to the Service Guide and Product Guide provided to you. You must, and must procure and ensure your End Users, comply with the Service Guide and Product Guide which form part of this Service Schedule. We will revise the Service Guide and Product Guide from time to time. In the event of any conflict between the following:

- (a) Service Schedule;
- (b) Service Guide; and
- (c) Product Guide,

the document in the descending order will prevail (only to the extent of the inconsistency).

- 1.3 The Service is not available to Telstra wholesale or reseller customers for resale without our prior written consent.

## 2 NETWORK READINESS, ELIGIBILITY, ACCESS SERVICES, TELEPHONY AND CALL QUALITY

### NETWORK READINESS

- 2.1 A network readiness assessment may be conducted with you to ensure that your network is compatible with the Service. We will notify you of the minimum requirements for the Service and the network requirements prior to or during the network readiness assessment.

### ELIGIBILITY

- 2.2 To be eligible for:

**CONFIDENTIAL**

- (a) the Service, you have to:
  - (i) ensure that each of your sites is technically and physically ready for the Service in accordance with clause 2.1 above;
  - (ii) acquire at least the minimum Access Services as set out in clause 2.6 to clause 2.11 below;
  - (iii) bring Equipment, or rent or purchase it from us, which is compatible with your Service and approved by us; and
  - (iv) unless we agree otherwise in writing, meet the minimum initial commitment set out in the Product Guide.

2.3 If you do not comply with clause 2.2 above, we will not provide you with the Service.

2.4 If you do not comply with clause 2.2 and clauses 2.6 to 2.17 for any reason (other than for our material breach), the Service you experience may be adversely affected and we may:

- (a) charge you for calls to our service desk that relate to service difficulties or poor performance that relate to insufficient bandwidth rather than the Service;
- (b) terminate your Service;
- (c) terminate any other on-going Access Services; and
- (d) apply any relevant Early Termination Charges that apply to your Service in accordance with clause 6.3 or clause 6.4 and each of the Access Services referred to in clause 2.6 to clause 2.11.

2.5 The charges for the Access Services are additional to the charges for the Service.

#### **ACCESS SERVICES**

##### **AUSTRALIA**

2.6 To be eligible for the Service, you must have the following:

- (a) an eligible Telstra IPVPN data service with sufficient bandwidth to support the Service for each site connected to your Service; and
- (b) an eligible Telstra voice service so that you pre-select us to provide your local, national, international and fixed-to-mobile voice services.

##### **OUTSIDE OF AUSTRALIA**

2.7 To be eligible for the Service, you must have the following:

- (a) an eligible Telstra IPVPN data service with sufficient bandwidth to support the Service for each site connected to your Service; or
- (b) any other third party provided WAN data service provided:
  - (i) it is compatible with the Service; and
  - (ii) you acquire at your own cost, a management point to point circuit between the Telstra node and your network to allow us to manage the Service over a third party platform.

2.8 If you use a third party service provider for your Access Services (where permitted), you:

- (a) must also acquire a compatible Telstra interconnect data service in order to connect directly to our VPN that connects to the Service; and
- (b) are solely responsible for:
  - (i) ensuring your Access Services has the minimum technical capability for us to supply the Service; and
  - (ii) configuration and managing the interconnection of your Access Services to our Telstra interconnect data service (e.g. routing and switching solution).

We are not liable for your third party Access Services, nor for any service difficulties or other issues (including a failure to meet any service levels) with the Service caused or contributed to by those third party Access Services.

- 2.9 The terms relating to your Access Services and where applicable the Telstra interconnect data service are set out in your separate agreement with us for those services. The terms in relation to your third party IPVPN data service (if any) are between you and that third party.
- 2.10 If security issues including intrusions, viruses, Trojan horses, worms, time bombs and other similar harmful software which may affect our Service or network, as well as vulnerabilities which may expose our equipment or network to the risk of intrusion or attack are identified in the interconnect between your third party provided IPVPN Access Services and your Service, we may suspend or cancel the interconnection between your third party provided IPVPN Access Services and your Service. We are relieved from meeting our obligations in respect of the Service during the period of any suspension or cancellation. Where provision of the Service has been suspended or cancelled under this clause, we may require you to pay a re-connection charge when the Service is reconnected.
- 2.11 You understand and agree that if at any time you terminate the management point to point circuit, we will not be able to provide the Service and we may terminate your Service without further notice to you. Early Termination Charges may apply in accordance with clause 6.3 or clause 6.4.

## TELEPHONY

- 2.12 The telephony features of the Service are set out in the Product Guide. We will specify in the Product Guide where there are territorial restrictions to the telephony component.
- 2.13 The Service allows your End Users to make calls via the Service:
  - (a) to your other End Users on-net; and
  - (b) to public members off-net for certain territories.
- 2.14 We treat calls made between your End Users as 'on net' where both users' end points are on your VPN, and they do not attract additional call charges. All other calls (for instance, if you call an End User who is using their mobile telephone or receive the call from a home phone that is not connected to your VPN) are considered 'off-net' and are charged in accordance with the separate terms that apply to those calls. In jurisdictions where 'off-net' calling is not available, it is not possible to call anyone other than on-net End Users using the Service.
- 2.15 In relevant jurisdictions, we have set up your Service connectivity for off-net calling to cater for the usage patterns of typical enterprise telephony users. We have not designed it for telephony usage patterns found for users in inbound or outbound contact centres. You and your End Users must not use your Service in a contact centre role without a separate specific design and pricing for your contact centre deployment. You can request us to do this at any time.
- 2.16 If you do not comply with clause 2.15 and use your Service for contact centre purposes without first obtaining specific design and pricing amendments, the Service you experience may be adversely affected and we will charge you for the additional resources required to cater for your contact centre requirements.
- 2.17 If you choose to purchase Telstra SIP Connect Service from us to cater for off-net calling, you may do so on separate terms and conditions from us. For Australia, you will have to comply with additional numbering terms as set out in Attachment 1.

## CALL QUALITY

- 2.18 You acknowledge that if you use your Service via:
  - (a) an access method, network configuration or bandwidth allocation that is not consistent with our recommendations (or otherwise expressly authorised by us);
  - (b) a third party service provider for your IPVPN Access Services; or
  - (c) a wireless access service,

there may be temporary interruptions, packet loss, call disconnection, service degradation, decreased call quality, impacted call routing or a loss of functionality. We aim to resolve any issues that arise due to these causes, but cannot promise that we will be able to do so.

## 3 CHARGES

- 3.1 The charges for your Service are set out in the Service Order Form. The charges are subject to change during deployment if our third party vendors increase their costs to us (for example, if Cisco raises its handset prices). We will notify you if this occurs.
- 3.2 Charges for the Service are listed in:
  - (a) Australian dollars if you are purchasing the Service in Australia; and

- (b) United States dollars or the applicable local currency if you are purchasing the Service outside Australia.

#### **4 CHARGING MODELS FOR USER LICENSES, PROFESSIONAL SERVICES, EQUIPMENT AND VALUE-ADDED SERVICES**

---

##### **CHARGING MODELS**

4.1 Unless indicated otherwise in the Service Order Form or SOW, your charges consist of the following:

- (a) monthly recurring charges for:
  - (i) each User License;
  - (ii) Telstra Services;
  - (iii) Value-Added Services; and/or
  - (iv) Equipment rented; and/or
- (b) non-recurring charges for:
  - (i) any calling costs associated with the Service;
  - (ii) premium assurance;
  - (iii) Professional Services;
  - (iv) any installation fees;
  - (v) Equipment purchased from us; and/or
  - (vi) MACs.

##### **USER LICENSES**

4.2 The charges are based on the Service Schedule Term and the number of User Licenses you commit to having activated on the HCS platform or Webex Teams. The number of committed User Licenses is set out in your Service Order Form.

For a monthly charge each User License includes:

- (a) access to the range of UC capability that is available via the HCS applications (including Cisco Webex Cloud and Webex Teams) hosted on the HCS platform;
- (b) access to the UC features via approved Equipment connected to the HCS platform or Webex Teams;
- (c) if available in your jurisdiction (as set out in this Service Schedule or the Service Guide), the ability to make calls to domestic and international phone numbers via the HCS platform or Webex Teams (telephony usage charges are extra); and
- (d) Service Assurance (Platinum) (as defined in clause 9).

4.3 Where applicable, if you had not committed to activate the number of committed User Licenses in the Service Order Form, we may have included higher charges in the Service Order Form. Therefore, if you have not activated at least 90% of the committed User Licenses outlined in the Service Order Form within 6 months from the Service Start Date we may, at our sole discretion, increase any charges to the corresponding list price set out in the Service Order Form.

4.4 The pricing for the User Licenses will vary according to the jurisdiction of the End User and will be set out in the Service Order Form. We will determine, acting reasonably, which jurisdiction an End User is based in. End Users may use the Service in other jurisdictions for short periods (for instance, if travelling on an overseas trip) but must be primarily based in one jurisdiction.

4.5 Your invoice will be calculated based on the total active services you activated on a certain date (which will be notified to you separately) of the relevant month during the Service Schedule Term.

4.6 Active services are determined by:

- (a) the total amount of End User accounts; and/or
- (b) the total amount of non-assigned End User devices.

## PROFESSIONAL SERVICES

- 4.7 Charges for Professional Services will be set out in the SOW.

## EQUIPMENT

- 4.8 Billing for the Equipment you rent from us will commence from activation of the User Licenses associated with the particular Equipment.
- 4.9 If you choose to buy Equipment from us, you agree to pay to us the purchase price as set out in the invoice. We will invoice you upon placement of the order with the manufacturer and you agree to pay to us within 30 days from the date of the invoice. We reserve the right to repossess the Equipment or suspend your Service (and reconnection fees may apply) if you do not pay the purchase price in full in accordance with this Service Schedule.

## VALUE-ADDED SERVICES

- 4.10 You will be invoiced in advance monthly for the Value-Added Services.

## 5 TERM

- 5.1 This Service Schedule starts on the date it is added to your agreement. The term of your Service then starts on the Service Start Date and continues for the Service Schedule Term unless terminated or renewed. You are permitted to terminate the Service for convenience during the Service Schedule Term provided you pay to us the Early Termination Charges in accordance with clause 6.3 or clause 6.4.
- 5.2 After the Initial Period, the Service Schedule Term will automatically extend on a quarter-to-quarter basis on the existing terms, unless either party notifies the other (at least 3 months before any automatic extension) that it does not wish the Initial Period to extend automatically.

## 6 TERMINATION RIGHTS AND EARLY TERMINATION CHARGES

### TERMINATION RIGHTS

- 6.1 We may terminate your Service if:
- (a) Cisco discontinues support for HCS (including Cisco Webex Cloud and Webex Teams); or
  - (b) Cisco no longer certifies us to provide the HCS (including Cisco Webex Cloud and Webex Teams) product.

If we terminate your service under (a) above, we will continue to support your Service for as long as possible based on Cisco's end of support arrangements (which may extend beyond your Service Schedule Term in any event), and will take reasonable steps to help you minimise any operational impacts to your business, including by proposing alternative solutions.

- 6.2 If the Cisco end of support arrangements do not extend beyond your Service Schedule Term, or we terminate your service under (b) in clause 6.1 above, we will take reasonable steps to migrate you to a reasonably equivalent solution for the remainder of your Service Schedule Term.

### EARLY TERMINATION CHARGES

#### USER LICENSES

- 6.3 If you cancel or downgrade a Service for any reason other than our material breach of this Agreement at any time:
- (a) prior to the Service Start Date for that Service, you must pay us an Early Termination Charge in the amount of the costs reasonably incurred by us as a result of the termination (including any amounts payable by us to our Service Provider as a result of the cancellation of the Service); or
  - (b) during the Initial Period for that Service, you must pay us an Early Termination Charge for the remaining months in the Initial Period.

### PERPETUAL USER LICENSES (WORKER TYPE PACKAGES)

- 6.4 If this Service Schedule is terminated in part or in whole before the end of the Service Schedule Term for any reason other than our material breach, we may charge you the following Early Termination Charges (to the extent they are relevant to your Service):

Each Worker Type Package:

Early Termination Charge (ETC) =  $A * B * C$

where:

## CONFIDENTIAL

A = the lesser of: (a) the remaining months in the Service Schedule Term; and (b) 6 months

B = the monthly charge set out in the Service Order Form for that Worker Type Package

C = the number of End Users activated for that Worker Type Package at the date of termination

## **7 EQUIPMENT**

---

### **7.1 You may:**

- (a) rent Equipment from us;
- (b) purchase Equipment from us; and/or
- (c) supply your own Equipment.

The details related to the Equipment are set out in the Product Guide.

### **7.2 The terms related to this clause 7 are set out in Attachment 2.**

## **8 PROFESSIONAL SERVICES**

---

### **8.1 You may ask us to perform Professional Services.**

### **8.2 If we are willing to perform those services, we will give you a quote for the work involved, including the estimated cost and time frame for carrying out the work. Both parties will enter into a SOW for the Professional Services.**

### **8.3 You may cancel any Professional Services at any time by giving us 14 days' notice in writing. We will stop work in accordance with that notice, and we will charge you for all work performed up to the termination date.**

*[The rest of this page is intentionally left blank. Clause 9 follows]*



**9 SERVICE ASSURANCE, SERVICE MANAGEMENT, SERVICE DESK AND SERVICE LEVEL****SERVICE ASSURANCE, SERVICE MANAGEMENT AND SERVICE DESK**

- 9.1 Service assurance, management, service desk and service level target terms and any other related terms are set out in the Service Guide.

**SERVICE LEVEL**

- 9.2 We will aim to meet the following Service Availability for the HCS platform:

Description	Gold	Platinum
Service Availability	99.99%	99.999%

Service Availability means the total number of minutes in a monthly reporting cycle minus Outage Time. Service Availability is calculated in accordance with the following formula:

$$HCS \text{ Service Availability} = \frac{\text{Total Minutes in monthly reporting cycle} - \text{Outage Time}}{\text{Total Minutes in monthly reporting cycle}}$$

Outage Time is calculated on a calendar month basis as the interval between a ticket being raised and closed for cumulative trouble tickets reported by you for an outage.

- 9.3 If we fail to meet the Service Availability mentioned in clause 9.2 above, you may claim a service level credit in accordance with the table below:

Service Management Level	Duration of Outage Time	Service level credit (% of MRC associated with the User Licenses for the affected site(s)).
Gold	0-5 minutes	0
	6-240 minutes	5
	241-480 minutes	7.5
	481 minutes and above	10
Platinum	0-1 minute	0
	2-6 minutes	5
	7-240 minutes	7.5
	241 minutes and above	10

Charges associated with professional services, calling, carriage, Equipment or any other charges as reasonably determined by us are not included in the calculation of the service level credit. Service level credit will be paid to you in the subsequent billing cycle.

**10 WARRANTIES AND AUSTRALIAN CONSUMER LAW****WARRANTIES**

- 10.1 Your use of the Service is subject to the terms set out in Attachment 3.
- 10.2 If you buy or rent from us any Equipment, we will ensure you receive the benefit of the applicable manufacturer's express warranty (if any).

**AUSTRALIAN CONSUMER LAW**

- 10.3 If you are a consumer as defined in the Australian Consumer Law, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

**11 SOFTWARE LICENSE TERMS**

---

- 11.1 You agree to comply with the licence conditions that relate to the hardware and software supplied to you as a part of the Service notified to you in advance (including those set out in Attachment 3).
- 11.2 If you do not comply with these licence conditions, we may immediately terminate this Service Schedule for your material breach and impose Early Termination Charges in accordance with clause 6.3 or clause 6.4.
- 11.3 You must not resell, assign or transfer your Service to anyone, use or attempt to use the software components of the Service on a stand-alone basis (that is, other than as part of the Service we provide you) or use the Service for any purpose other than your internal business purposes.
- 11.4 If this Service Schedule expires or is terminated for any reason or we terminate or suspend any part of your Service as permitted by this Service Schedule, you must not use any of the software components of the Service without first obtaining a valid licence from Cisco.
- 11.5 If this Service Schedule expires or is terminated for any reason, you must return or destroy any copies of the software components of the Service that exist on your networks or systems. We may require you to provide written evidence that you have complied with this clause.

**12 END USER TERMS FOR WEBEX SERVICE AND WEBEX TEAMS FEATURES**

---

**WEBEX SERVICE FEATURE**

- 12.1 If you purchase the Webex Service Feature from us, you agree:
  - (a) to comply with the terms of service and the offer description located at [http://www.cisco.com/c/dam/en\\_us/about/doing\\_business/legal/docs/universal-cloud-agreement.pdf](http://www.cisco.com/c/dam/en_us/about/doing_business/legal/docs/universal-cloud-agreement.pdf) (collectively, the **End User Terms** for the purposes of this clause 12.1) applicable to you and your End Users;
  - (b) that the End User Terms govern your and your End Users' use of, and access to, the Webex Service Feature and any usage of the Webex Service Feature constitutes your agreement to the End User Terms; and
  - (c) to comply with any other terms notified by us to you.

**WEBEX TEAMS FEATURE**

- 12.2 If you purchase the Webex Teams Feature from us, you agree:
  - (a) to comply with the Universal Cloud Agreement and the Spark Supplemental Legal Terms set out at [https://www.cisco.com/c/dam/en\\_us/about/doing\\_business/legal/docs/universal-cloud-agreement.pdf](https://www.cisco.com/c/dam/en_us/about/doing_business/legal/docs/universal-cloud-agreement.pdf) and [https://www.cisco.com/c/dam/en\\_us/about/doing\\_business/legal/service\\_descriptions/docs/Cisco-Spark-Offer-Description.pdf](https://www.cisco.com/c/dam/en_us/about/doing_business/legal/service_descriptions/docs/Cisco-Spark-Offer-Description.pdf) (collectively, the **End User Terms** for the purposes of this clause 12.2) that apply to you and your End Users; and
  - (b) to ensure that your End Users are aware that:
    - (i) the End User Terms govern the End User's use of, and access to, the Webex Teams Feature; and
    - (ii) use of Webex Teams by the End User constitutes its agreement to the End User Terms.
- 12.3 If you breach clauses 12.1 or 12.2, we will terminate the Service without any prior notice to you.
- 12.4 If we notify you of any revisions to the End User Terms set out in clause 12.1 and clause 12.2, you agree to comply with such revisions.
- 12.5 You agree to comply with any other end user terms relating to the Service as notified to you from time to time.

**13 CONTENT AND PRIVACY**

---

- 13.1 If we host or store your data as part of the Service or you enter data as part of your use of the Service, you retain all Intellectual Property Rights in that data, but you grant us a non-exclusive, worldwide, royalty-free licence to host, store, reproduce and otherwise use your data for all purposes required for or related to our provision of the Service. You warrant that you have the right to provide us with the licence set out in this clause.
- 13.2 In order to provide the Service, you allow us to disclose personal information or data we collect from you and your users to third parties such as our suppliers, contractors and third party service providers (or their suppliers). In some instances this will involve the transfer of such personal information or data to a country outside your jurisdiction and you consent to this transfer, storage and use of personal information or data outside of your jurisdiction.

- 13.3 We rely on you to ensure that you have taken all legally necessary steps to allow us and our third party suppliers to collect personal information from your users and to use, disclose, store and transfer such personal information in accordance with the Telstra Privacy Statement (at <http://www.telstra.com.au/privacy/privacy-statement/index.htm>) and these special additional privacy terms.
- 13.4 You indemnify us against any claim, cost, loss or liability which may arise in connection with your breach of this clause.

## 14 DEFINITIONS

---

In this Service Schedule, unless otherwise stated:

**Access Services** means the service described in clauses 2.6 to 2.11.

**End Users** means your end users using the Service.

**Equipment** means (a) the equipment or devices rented or purchased by you from us on the terms of this Service Schedule and set out in the Service Order Form in order for you to use the Service; and/or (b) the equipment supplied by you to use with the Service.

**Features** means (i) the worker type packages; and (ii) the different features for the Service set out in the Service Guide and Product Guide.

**Integration Services** (if any) means the integration services described in the Service Guide.

**MACs** means the move(s), add(s), change(s) described in the Service Guide.

**SOW** means the statement of work for Professional Services.

**Product Guide** means the document describing the Service, as amended by us from time to time.

**Professional Services** means the professional services described in the Service Guide, Product Guide or the SOW.

**Service Guide** means the documents setting out: (a) the design and delivery of the Service; (b) the solution implementation; (c) service management, service level, service desk; (d) product features and inclusions; and (e) any other matters related to the Service, as amended by us from time to time.

**Telstra Services** means the services provided by us to you as set out in the Service Guide and Product Guide.

**User Licenses** means the licenses set out in the Service Guide and Product Guide.

**Value-Added Services** means the services described in the Product Guide and the Service Order Form when you purchase such services from us.

# ATTACHMENT 1 TO SCHEDULE 11 – PRICING

## 1 PRICING – TELSTRA COLLABORATION WITH CISCO

Item Description		Unit Price / mth (Ex GST)	Qty	Total Once-off	Total / Mth (Ex GST)
<b>Flex Plan: NU Calling</b>					
Knowledge Worker - Hosted Calling License	A-FLEX-EAHL1-AUM	\$18.80	250	-	\$4,700.14
TCC Service - Knowledge Worker	Includes VM, IM&P & Jabber calling				
Common Area - Hosted Calling	A-FLEX-H-COMMON11X	\$7.56	23	-	\$173.90
TCC Service - Common Area (HCS)	Includes shared space hosted calling	\$8.49	6	-	\$50.92
<b>Sub-Total: Calling</b>					<b>\$4,924.96</b>
<b>Flex Plan: AU Meetings</b>					
Knowledge Worker - Meetings License	A-FLEX-AUCM1-EAL	\$28.55	40	-	\$1,141.99
TCC Service - Webex Meetings		\$2.43	40	-	\$97.36
<b>Sub-Total: Meetings</b>					<b>\$1,239.35</b>
<b>Hybrid Services</b>					
Hybrid Calling		\$1.98	250	-	\$495.07
Hybrid Directory		\$0.50	250	-	\$125.33
<b>SubTotal</b>					<b>\$620.40</b>
<b>Equipment</b>					
<b>Rental</b>				<b>Purchase Option</b>	<b>Rental Option</b>
Type	SKU	Unit price	Qty	Once-off (Ex GST)	/ Mth (Ex GST)
		\$0.00	0	\$0.00	-
<b>SubTotal</b>				<b>\$0.00</b>	<b>\$0.00</b>
<b>Installation &amp; Activation Services</b>					
Standard Device Installation		\$50.00			
BYO Device On-boarding		\$20.00			
Meeting Room Installation		\$80.00			
MX Series Installation		\$1,100.00			
Standard Activation		\$50.00			
Hunt Group		\$30.00			
Training: Train the Trainer		\$1,600.00			
<b>SubTotal</b>				<b>\$0.00</b>	
<b>Total</b>				<b>\$0.00</b>	<b>\$6,784.71</b>
<b>Total Contract Value</b>				<b>(36 mths):</b>	<b>\$244,249.56</b>

## ATTACHMENT 2 TO SCHEDULE 11 – AUSTRALIAN NUMBERING TERMS



### 16 NUMBERING

---

- 16.1 If you ask us to, we provide telephone numbers to use with your Service in a single block or multiple blocks of 100 contiguous numbers.
- 16.2 Subject to clause 1.5 below, if you want to cancel an existing Telstra service to take up the Service and you want to keep your current numbers:
- (a) you can transfer your block or blocks of 100 contiguous numbers; or
  - (b) if you are transferring from CustomNet and currently have a block of less than 100 contiguous numbers, you can transfer your block or blocks of 10 contiguous numbers,
- to your Service.
- 16.3 We do not transfer your existing numbers if it is not technically feasible and we do not accept transfers of blocks of less than 100 contiguous numbers for use with the Service except as set out in clause 1.2(b).
- 16.4 You do not have to have working services on all of the numbers that you transfer. The remainder can be left vacant for use at a later date.
- 16.5 You can increase or decrease the number of working services within your number block allocations. You cannot reduce the size of any number block to fewer than 100 telephone numbers by cancelling a proportion of your numbers. We can vary the numbers in accordance with any national regulatory policy on numbering.
- 16.6 You can apply to share numbers within a block of 100 contiguous numbers across one or more sites in blocks of 10 contiguous numbers. Sharing numbers across sites is only allowed where the sites are within one exchange service area and if it is technically feasible.
- 16.7 If you transfer your existing telephone service to your Service, you may experience outages to your existing service during the transfer process.

### 17 NUMBER PORTABILITY

---

- 17.1 Local number portability lets you keep your existing telephone numbers even if you change your service provider. This process is known as porting. You can port out numbers from Telstra to another provider if you choose to end your Service, or port in numbers from another provider to Telstra to use as part of your Service (subject to the limits notified by us to you).
- 17.2 The following limitations apply to local number portability for the Service:
- (a) The group of telephone numbers you want ported for your Service must be ported out at the same time. Numbers cannot be ported out in blocks of fewer than 100 contiguous numbers.
  - (b) Partial number ranges may be ported out if the services are re-organised into separate groups before porting and those groups have a minimum size of 100 contiguous telephone numbers. We only let you re-organise the numbers within your group if it is technically feasible.
  - (c) If you want to port in telephone numbers from another provider to use with your Service, the numbers must be ported in a single block or multiple blocks of 100 contiguous numbers. We do not accept ports in of blocks of fewer than 100 contiguous numbers for use with the Service.
  - (d) If you want to port in a block of fewer than 100 contiguous telephone numbers from another provider for use with your Service, and before the port those numbers are used in connection with a rebilled or ported CustomNet service, the numbers must be ported in a single block or multiple blocks of 10 contiguous numbers.
  - (e) We may require you to provide satisfactory authorisation before we let you port in telephone numbers to your Service. We may also require further information from you, including information that proves your right to port the telephone numbers.

**CONFIDENTIAL**

## **ATTACHMENT 2 TO SCHEDULE 11 – AUSTRALIAN NUMBERING TERMS**



- 17.3 We do not charge you to use local number portability to port in telephone numbers to your Service from other providers. You should check with the other provider for any charges and terms that apply to porting of your number from that provider.

# ATTACHMENT 3 TO SCHEDULE 11 – EQUIPMENT TERMS

## 1 EQUIPMENT

---

- 1.1 The Equipment you choose to purchase or rent from us is set out in the Service Order Form. This Attachment 2 sets out:
- (a) the terms of the supply of Equipment by purchase or rent to you;
  - (b) the terms on which you supply your own Equipment; and
  - (c) delivery, installation and configuration of your Equipment.
- 1.2 We will procure a license for you to use any software for the Equipment on the same terms that the relevant third party supplier grants us such rights. You must comply with that licence.

## 2 DELIVERY, INSTALLATION AND CONFIGURATION

---

- 2.1 We will deliver any Equipment that you purchase from us to your nominated address. We will try to advise you of the delivery date in advance and try to align it to the expected date of deployment of your Service. If there is a change in the original delivery date we will try to tell you. However, we do not promise that we will be able to meet any particular delivery date.
- 2.2 You acknowledge that:
- (a) you have examined the equipment before accepting delivery of the Equipment and satisfied yourself as to its condition; and
  - (b) you will only use the Equipment for internal business purposes.
- 2.3 Unless otherwise agreed, we are not responsible for:
- (a) any customisation or installation of software other than the operating system software; or
  - (b) resolving problems with your Equipment which are caused by the acts or omissions of any third party or matters beyond our reasonable control.

## 1.1 YOUR RESPONSIBILITIES

- 2.4 You must provide a suitable physical environment for the Equipment in accordance with the Equipment specifications and operating guidelines.
- 2.5 You are responsible for the preparation of your sites so they can accommodate the Equipment, including carrying out any room remediation work and acquiring any building services that may be required before we install the Equipment.

## 1.2 INSTALLATION DATE

- 2.6 If both parties have agreed for us to install the Equipment and if we are unable to install the Equipment by a date agreed with you (**Installation Date**) for any reason other than as a result of our own acts or omissions, we may charge you a rescheduling fee equal to:
- (a) 50% of the non-recurring charge payable for the installation of the Equipment; or
  - (b) if no non-recurring charge is payable for the installation of the Equipment, an amount equal to the fee charged to us by our Service Provider to reschedule the Installation Date.

## 3 RESTRICTIONS ON USE

---

- 3.1 You must not:
- (a) disassemble, decompile or otherwise reverse engineer the Equipment or software or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Equipment or software;

## ATTACHMENT 3 TO SCHEDULE 11 – EQUIPMENT TERMS

- (b) copy or modify the Equipment or software;
  - (c) publish or provide to any third party, results of any benchmark or comparison tests of the Equipment or software; or
  - (d) allow others to do any of the above.
- 3.2 You must:
- (a) install and use the latest operating system software update if required by us to correct a reported fault; and
  - (b) promptly notify us of anything in the configuration of the Equipment or connected systems which may affect the functioning of the Equipment or fault detection.

### 4 EXPORT REGULATIONS AND WARRANTY

---

#### EXPORT REGULATIONS

- 4.1 You acknowledge that the Equipment (including the operating system software) and technology or direct products thereof, supplied by us under this Service Schedule are subject to export controls under the laws and regulations of the United States (U.S.).
- 4.2 You must comply and must ensure that users of the Equipment (and separately the operating system software) comply, to the extent required by law to do so, with the U.S. Foreign Corrupt Practices Act and all applicable export laws, restrictions and regulations of any United States or foreign agency or authority and not to export or re-export, or allow the export or re-export of, any product, technology or information it obtains or learns pursuant to this Service Schedule (or any direct product thereof) in violation of any such laws, restrictions or regulations by you or the user to the extent you are subject to and required by law to comply with such laws, restrictions or regulations.
- 4.3 You indemnify us against all loss, damage, liability, costs or expenses incurred by us as a result of a claim against us arising from or in connection with any breach of clause 4.2 above by you.

#### WARRANTY

- 1.3
- 1.4 4.4 Without limiting any other rights at law, you may buy an extended warranty from us for your Equipment. The benefit of that extended warranty includes that for any fault on covered Equipment in Australia, shipment of a replacement will be initiated during the same Business Day (or the next Business Day if reported outside the hours of 9-5 on a Business Day), with next Business Day delivery. Full details are available from us on request. If you have purchased extended warranty from us this will be listed in the Service Order Form or notified by us to you separately. You may also refer to the CISCO SmartNet Term & Conditions which sets out terms on the extended warranty (which is available upon request).



## ANNEXURE 1 TO ATTACHMENT 3 – EQUIPMENT PURCHASE TERMS



### **1 TITLE AND RISK**

---

- 1.1 Title to the Equipment passes to you once you have paid us in full for the Equipment. Until that time, you hold the Equipment on our behalf.
- 1.2 Risk of loss or damage to the Equipment passes to you on delivery.

### **2 INSURANCE**

---

- 2.1 On delivery and until you have paid in full for the Equipment, you must, at your cost, obtain and maintain adequate insurance for the full value of the Equipment. If requested by us, you must provide us with written evidence of the currency of such insurance.

### **3 RECOVERY OF EQUIPMENT**

---

- 3.1 Without limiting our rights under this Agreement or at law, if you do not pay us for the Equipment on time, at our request, you must provide us with access to the Site(s) where the Equipment is located so we can recover the Equipment or suspend your Service.
- 3.2 If we are unable to recover the Equipment within 14 days of our request under clause 3.1, you must pay us any reasonable costs we incur in attempting to recover the Equipment, including the cost of replacing it.

## ANNEXURE 2 TO ATTACHMENT 3 – EQUIPMENT RENTAL TERMS

### 1 TITLE AND RISK

---

- 1.1 Title to the Equipment remains with us and does not pass to you at any time.
- 1.2 Risk of loss or damage to the Equipment transfers to you on delivery.

### 2 INSURANCE

---

- 2.1 You must, at your cost, obtain and maintain adequate insurance for the full value of the Equipment. If requested by us, you must provide us with written evidence of the currency of such insurance.

### 3 RECOVERY OF EQUIPMENT

---

- 3.1 Without limiting our rights under this Agreement or at law, if this Agreement is cancelled or terminated for any reason, at our request, you must provide us with access to the Site(s) where the Equipment is located so that we can recover the Equipment.
- 3.2 If we are unable to recover the Equipment within 14 days of our request under clause 3.1, you must pay us for any reasonable costs we incur in attempting to recover the Equipment, including the cost of replacing it.

### 4 USE OF EQUIPMENT

---

- 4.1 You must:
  - (a) keep the Equipment in good working order, condition and repair;
  - (b) not sell, dispose of or encumber the Equipment in any way; and
  - (c) allow us (or our Personnel or our supplier) to inspect the Equipment at any time on reasonable notice.

### 5 ALTERATIONS, MODIFICATIONS AND REPAIRS

---

- 5.1 You must not alter, modify or repair the Equipment without our prior written consent. If you make any alterations, modifications or repairs to the Equipment and it impairs the condition of the Equipment or diminishes its use or value, we may charge you an additional repair fee.
- 5.2 If you replace any part of the Equipment, you must ensure that the replacement part is of equal or better quality than the removed part, and is compatible with the Equipment.
- 5.3 You may remove any part of the Equipment which you have added, provided that:
  - (a) the new part was in addition to, and did not replace, any original part of the Equipment; and
  - (b) you do not cause any damage to the Equipment or diminish its use or value by removing the part.
- 5.4 If you do not remove any part which you have added to the Equipment, that part will become part of the Equipment at the end of the Initial Period, and we may charge you an additional fee to remove the additional part.
- 5.5 You are responsible for all costs relating to any alteration, modification or repair which you make to the Equipment, including any loss or damage which you may suffer as a result of that alteration, modification or repair.

## ANNEXURE 3 TO ATTACHMENT 3 – SUPPLY YOUR OWN EQUIPMENT TERMS



### 1 TERMS

---

- 1.1 You can choose to supply your own Equipment for use with the Service. If you do, you have to make sure all Equipment you use are accredited by us.
- 1.2 The list of accredited devices will change over time. You have to update any Equipment that are no longer accredited. We may not be able to provide the Service (in whole or in part) if you do not use equipment that is accredited, and if that is the case, we may terminate your Service (in whole or in part) without liability to you, and impose Early Termination Charges in accordance with clause 6.3 or clause 6.4 above.
- 1.3 You have to make sure any Equipment you supply is well maintained and in good working order. You have to undertake any necessary maintenance promptly, including for example, installing software or firmware upgrades, patches and fixes in accordance with the manufacturer's recommendations or instructions.
- 1.4 There is an upfront charge for activating your own equipment to your Service, as set out in the Service Order Form.

**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.

**GENERAL LIMITATIONS.** 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.

**CUSTOMER RECORDS.** 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](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.

**IDENTIFIED COMPONENTS; ADDITIONAL TERMS.** 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](http://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).

**LIMITED WARRANTY.** 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 "PRODUCT") (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.

**DISCLAIMER OF LIABILITIES – LIMITATION OF LIABILITY.** 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 CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID BY CUSTOMER TO ANY APPROVED SOURCE FOR THE SOFTWARE THAT GAVE RISE TO THE CLAIM OR IF THE SOFTWARE IS PART OF ANOTHER PRODUCT, THE PRICE PAID FOR SUCH OTHER PRODUCT. THIS LIMITATION OF LIABILITY FOR SOFTWARE IS CUMULATIVE AND NOT PER INCIDENT (I.E. THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT).

IF YOU ACQUIRED THE SOFTWARE IN EUROPE, THE MIDDLE EAST, AFRICA, ASIA OR OCEANIA, NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, ALL LIABILITY OF CISCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS COLLECTIVELY, TO CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID BY CUSTOMER FOR THE SOFTWARE THAT GAVE RISE TO THE CLAIM OR IF THE SOFTWARE IS PART OF ANOTHER PRODUCT, THE PRICE PAID FOR SUCH OTHER PRODUCT. THIS LIMITATION OF LIABILITY FOR SOFTWARE IS CUMULATIVE AND NOT PER INCIDENT (I.E. THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT). NOTHING IN THE AGREEMENT SHALL LIMIT (I) THE LIABILITY OF CISCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS TO CUSTOMER FOR PERSONAL INJURY OR DEATH CAUSED BY THEIR NEGLIGENCE, (II) CISCO'S LIABILITY FOR FRAUDULENT MISREPRESENTATION, OR (III) ANY LIABILITY OF CISCO WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

**WAIVER OF CONSEQUENTIAL DAMAGES AND OTHER LOSSES.** IF YOU ACQUIRED THE SOFTWARE IN THE UNITED STATES, LATIN AMERICA, THE CARIBBEAN OR CANADA, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CISCO OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE OR OTHERWISE AND EVEN IF CISCO OR ITS SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IF YOU ACQUIRED THE SOFTWARE IN JAPAN, EXCEPT FOR LIABILITY ARISING OUT OF OR IN CONNECTION WITH DEATH OR PERSONAL INJURY, FRAUDULENT MISREPRESENTATION, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CISCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE OR OTHERWISE AND EVEN IF CISCO OR ANY APPROVED SOURCE OR THEIR SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU ACQUIRED THE SOFTWARE IN EUROPE, THE MIDDLE EAST, AFRICA, ASIA OR OCEANIA, IN NO EVENT WILL CISCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS, BE LIABLE FOR ANY LOST REVENUE, LOST PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, HOWSOEVER ARISING, INCLUDING, WITHOUT LIMITATION, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF, IN EACH CASE, CISCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT FULLY APPLY TO YOU. THE FOREGOING EXCLUSION SHALL NOT APPLY TO ANY LIABILITY ARISING OUT OF OR

IN CONNECTION WITH: (I) DEATH OR PERSONAL INJURY, (II) FRAUDULENT MISREPRESENTATION, OR (III) CISCO'S LIABILITY IN CONNECTION WITH ANY TERMS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

CUSTOMER ACKNOWLEDGES AND AGREES THAT CISCO HAS SET ITS PRICES AND ENTERED INTO THE AGREEMENT IN RELIANCE UPON THE DISCLAIMERS OF WARRANTY AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE SAME REFLECT AN ALLOCATION OF RISK BETWEEN THE PARTIES (INCLUDING THE RISK THAT A CONTRACT REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE AND CAUSE CONSEQUENTIAL LOSS), AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

**CONTROLLING LAW, JURISDICTION.** IF YOU ACQUIRED, BY REFERENCE TO THE ADDRESS ON THE PURCHASE ORDER ACCEPTED BY THE APPROVED SOURCE, THE SOFTWARE IN THE UNITED STATES, LATIN AMERICA, OR THE CARIBBEAN, THE AGREEMENT AND WARRANTIES ("**WARRANTIES**") ARE CONTROLLED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF CALIFORNIA, UNITED STATES OF AMERICA, NOTWITHSTANDING ANY CONFLICTS OF LAW PROVISIONS; AND THE STATE AND FEDERAL COURTS OF CALIFORNIA SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY CLAIM ARISING UNDER THE AGREEMENT OR WARRANTIES. IF YOU ACQUIRED THE SOFTWARE IN CANADA, UNLESS EXPRESSLY PROHIBITED BY LOCAL LAW, THE AGREEMENT AND WARRANTIES ARE CONTROLLED BY AND CONSTRUED UNDER THE LAWS OF THE PROVINCE OF ONTARIO, CANADA, NOTWITHSTANDING ANY CONFLICTS OF LAW PROVISIONS; AND THE COURTS OF THE PROVINCE OF ONTARIO SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY CLAIM ARISING UNDER THE AGREEMENT OR WARRANTIES. IF YOU ACQUIRED THE SOFTWARE IN EUROPE, THE MIDDLE EAST, AFRICA, ASIA OR OCEANIA (EXCLUDING AUSTRALIA), UNLESS EXPRESSLY PROHIBITED BY LOCAL LAW, THE AGREEMENT AND WARRANTIES ARE CONTROLLED BY AND CONSTRUED UNDER THE LAWS OF ENGLAND, NOTWITHSTANDING ANY CONFLICTS OF LAW PROVISIONS; AND THE ENGLISH COURTS SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY CLAIM ARISING UNDER THE AGREEMENT OR WARRANTIES. IN ADDITION, IF THE AGREEMENT IS CONTROLLED BY THE LAWS OF ENGLAND, NO PERSON WHO IS NOT A PARTY TO THE AGREEMENT SHALL BE ENTITLED TO ENFORCE OR TAKE THE BENEFIT OF ANY OF ITS TERMS UNDER THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999. IF YOU ACQUIRED THE SOFTWARE IN JAPAN, UNLESS EXPRESSLY PROHIBITED BY LOCAL LAW, THE AGREEMENT AND WARRANTIES ARE CONTROLLED BY AND CONSTRUED UNDER THE LAWS OF JAPAN, NOTWITHSTANDING ANY CONFLICTS OF LAW PROVISIONS; AND THE TOKYO DISTRICT COURT OF JAPAN SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY CLAIM ARISING UNDER THE AGREEMENT OR WARRANTIES. IF YOU ACQUIRED THE SOFTWARE IN AUSTRALIA, UNLESS EXPRESSLY PROHIBITED BY LOCAL LAW, THE AGREEMENT AND WARRANTIES ARE CONTROLLED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW SOUTH WALES, AUSTRALIA, NOTWITHSTANDING ANY CONFLICTS OF LAW PROVISIONS; AND THE STATE AND FEDERAL COURTS OF NEW SOUTH WALES SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY CLAIM ARISING UNDER THE AGREEMENT OR WARRANTIES. IF YOU ACQUIRED THE SOFTWARE IN ANY OTHER COUNTRY, UNLESS EXPRESSLY PROHIBITED BY LOCAL LAW, THE AGREEMENT AND WARRANTIES ARE CONTROLLED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF CALIFORNIA, UNITED STATES OF AMERICA, NOTWITHSTANDING ANY CONFLICTS OF LAW PROVISIONS; AND THE STATE AND FEDERAL COURTS OF CALIFORNIA SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY CLAIM ARISING UNDER THE AGREEMENT OR WARRANTIES.

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: <http://www.cisco.com/go/warranty>