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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.

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) (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>