

CISCO APP CENTER AGREEMENT

The terms and conditions set forth in this Cisco App Center Agreement, including all exhibits (collectively this “**Agreement**”) will govern your use of, and access to, the App Center. Please carefully read this Agreement before downloading any Apps, as downloading and using Apps, and checking a box or clicking on an “I agree” or similar button displayed at the end of this Agreement means you accept the terms and conditions of this Agreement on behalf of your organization.

1. **DEFINITIONS.** Capitalized terms that are not defined within the body of this Agreement are defined in Exhibit A.

2. **GENERAL TERMS AND CONDITIONS OF USE.**

a) Acceptance of this Agreement; Changes to Terms and Conditions. You accept and agree to the terms and conditions of this Agreement on your company, organization, educational institution, or agency, instrumentality, or department of the government as its authorized legal representative. Once you agree to this Agreement, Cisco will provide you with access to the Cisco App Center to view and download Apps. Cisco may change the terms and conditions of this Agreement at any time. In order to continue using App Center, you must accept and agree to any new or revised terms of this Agreement. If you do not agree to the new or revised terms, your use of App Center may be suspended or terminated by Cisco. You agree that your acceptance of such new or revised terms may be signified electronically, including without limitation, by further downloading or using Apps from the App Center, or by checking a box or clicking on an “I Agree” or similar button.

b) Access and Availability of the Cisco App Center. In order to use App Center you must be authorized to do so by your organization. As a user of App Center, you may receive or establish an account (“**Account**”). You agree that Cisco may stop (permanently or temporarily) providing App Center (or any features within App Center) to you or to users generally at Cisco’s sole discretion, without prior notice to you. You agree that if Cisco disables access to your Account, you may be prevented from accessing the Cisco App Center, your Account details or any files or other Apps that are stored with your Account.

c) Your App Center Account Information and Password. You are solely responsible for accurately maintaining the information you provide to App Center, including account information and payment information. You are also solely responsible for the creation of adequate passwords to App Center and maintaining the confidentiality and security of those passwords and your Account. You should not reveal your passwords or Account information to anyone else or use anyone else’s passwords or Account. You are entirely responsible for all activities that occur on or through your Account, and you agree to immediately notify Cisco of any unauthorized use of your Account or any other breach of security. Neither Cisco nor its vendors, agents and subcontractors (collectively “**Subcontractors**”) and customers will be liable for any losses arising out of the unauthorized use of your Account. Cisco will notify you and take reasonable mitigating efforts regarding breaches of security to App Center that may involve your personal information, as required by Applicable Laws.

d) Use of App Center. You may use App Center to browse, locate, and download Apps. Some Apps may be offered by Cisco while others may be made available by Third Party App Developers not affiliated with Cisco. You agree that Cisco is not responsible for any App on App Center that is not a Cisco App, and Cisco is only responsible for any Cisco Apps under the terms of the Default Terms or other Developer Terms accompanying such Cisco Apps.

e) Security and Prohibited Acts. You agree that you will not, and will not allow any third party to, (i) access (or attempt to access) App Center by any means other than through the interface that is provided by Cisco, (ii) engage in any activity that interferes with or disrupts App Center (or the servers and networks that are connected to App Center), (iii) access, copy, sell, license, distribute, transfer, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from App Center or any App, unless otherwise permitted, (iv) merge any of App Center’s intellectual property with third party software, products or services other than those expressly permitted by this Agreement, (v) tamper with, disable, circumvent, or alter (or attempt to take any of these actions) any method of measuring, tracking, monitoring or billing, (vi) take any action to circumvent, defeat, reverse-engineer, decompile, disassemble or otherwise tamper with the security of App Center or any App or any content usage rules provided, deployed or enforced by any functionality (including without limitation digital rights management or forward-lock functionality) in any App, (vii) use any App to access, copy, transfer, transcode or retransmit content in violation of any law or third party rights, (viii) remove, obscure, or alter Cisco’s or any third party’s copyright notices,

trademarks, or other proprietary rights notices affixed to or contained within App Center or any App, or (ix) reproduce, duplicate, copy, sell, trade or resell App Center, or any component thereof, for any purpose.

f) No Endorsement. You acknowledge and agree that Cisco and its Subcontractors and customers are under no obligation to review, test or approve any Apps made available to you through App Center. By making an App available to you through App Center, Cisco and its Subcontractors and customers are not approving, endorsing or recommending the App, unless a Cisco customer expressly states otherwise (in which case such approval, endorsement or recommendation is provided solely by that Cisco customer, and not by Cisco) in the App Center.

g) Lawful Use. Cisco does not represent or warrant that App Center or any App may be legally used by you in the jurisdiction in which you access and/or use App Center or the App; you are solely and exclusively responsible for ensuring that your access and use of App Center and any Apps comply with all Applicable Laws.

h) Remote Removal of Apps. Cisco may discover an App on App Center that violates the App Center Developer Guidelines, a legal agreement or Applicable Laws. You agree that in such case, Cisco has the right to remotely remove the applicable App(s) at its sole discretion.

3. PAYMENT AND PAYMENT METHODS.

a) License Fees. Initially Apps are offered for download free, without any requirement for payment of license fee(s).

b) If in the future Apps are offered from the App Center for license in exchange for a license fee, the description of any such App within the App Center will reflect the applicable license fee. In such case, these terms will be updated to reflect the terms and conditions applicable for the payment of the price of the license for an App and any applicable taxes.

4. TERMINATION.

a) Termination. Either party may terminate this Agreement for any reason or for no reason. Cisco may also in its sole judgment terminate or suspend all or part of App Center for you only, upon notice to you, or for all users of App Center, without notice.

b) Effect of Termination. Unless you are in breach the terms of your license for a particular App, any termination or suspension will not affect the Apps that you have previously licensed and downloaded before the effective date of the termination or suspension. The licenses granted by you, with all associated obligations as set forth in Section 8, will survive any termination or suspension.

5. APP CONTENT.

a) App Content. For non-Cisco Apps, the App Developers and not Cisco, own and are solely responsible for their Apps and App Content, including whether the Apps and App Content complies with all Applicable Laws. Cisco and its Subcontractors are under no obligation to include an App or App Content in App Center or to monitor Apps or App Content. Cisco and its Subcontractors may remove or restrict Apps and App Content from App Center and will have no liability to you if they do so.

b) Changes to Apps. Apps and App Content may change at any time and for any reason. Cisco, its Subcontractors and the Third Party App Developers are under no obligation to make bug fixes, updates, upgrades, modifications, enhancements, supplements to, revisions, new releases and new versions of any App. Further, Cisco, its Subcontractors and the Third Party App Developers are not obligated for any failure to store, remove or accurately provide information.

6. APP WARRANTY AND SUPPORT. App Developers are solely responsible for warranty, support and maintenance of their Apps and any complaints about their Apps. Contact information will be displayed for each App and made available to you for customer support purposes.

7. OWNERSHIP RIGHTS. You agree that Cisco and/or third parties own all right, title and interest in and to App Center and the Apps available through App Center, including without limitation all applicable Intellectual Property Rights in the Products. "**Intellectual Property Rights**" means any and all rights existing under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights worldwide.

8. LICENSES.

- a) App Center License. Subject to the terms of this Agreement, Cisco grants you a limited, nonexclusive, non-assignable, non-sublicensable, revocable, worldwide right and license to access and use the App Center, and those materials that are made available to you on App Center (other than Developer Content which is licensed under a separate Developer EULA and/or the Default EULA Terms) for the sole purpose of licensing and downloading Apps.
- b) Developer EULAs and the Default EULA Terms. You agree that the provisions of our Default EULA Terms, attached as Exhibit B, will apply to your use of any App. Additionally, App Developers may provide a separate End User License Agreement (“**Developer EULA(s)**”) at the time you license an App. If a Developer EULA is provided, it will govern your use of the applicable App, to the extent it complies with the requirements of, and is not inconsistent with, this Agreement and the Default EULA Terms. If there are any conflicts between a Developer EULA and this Agreement including the Default EULA Terms, then to the extent of such conflict, this Agreement and the Default EULA Terms will control. Some components of Apps (whether developed by Cisco or third parties) may also be governed by an Open Source License. In the event of a conflict between the Default EULA Terms or any Developer EULA and any Open Source Licenses, the Open Source Licenses shall prevail with respect to those components.
- c) Reservation of Intellectual Property Rights. Except for licenses expressly provided in this Agreement, no licenses to the Intellectual Property Rights of a party are implied under this Agreement.
- d) Content License from You. You retain copyright and any other rights you already hold in content which you submit, post or display on or through the App Center. By submitting, posting or displaying the content, including any ratings and comments provided by you related to any App, you give Cisco and its Subcontractors and customers a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute to other companies, organizations or individuals any such content. This license is for the sole purpose of enabling Cisco and its Subcontractors and customers to display, distribute, comment upon and/or promote App Center and any Cisco and Cisco partner products and services that make use of Apps. You represent and warrant to that you have all the rights, power and authority necessary to grant this license. You also agree that Cisco may, in its sole discretion, remove any such content from the App Center.

9. PRIVACY.

- a) Privacy Statement. Use of App Center is subject to the Cisco privacy statement (including any applicable supplements) available at http://www.cisco.com/web/siteassets/legal/privacy_full.html (the “Cisco Privacy Statement”). By entering into this Agreement, you consent to Cisco’s and our Subcontractors’ collection and use of your Personal Data (including the Personal Data of your personnel) to manage, operate and improve the App Center, and to communicate with you regarding App Center, and any Apps and other services you receive from Cisco. To the extent that Cisco collects such Personal Data, you agree that it may be transferred to the United States and/or other countries outside of your country of residence.
- b) Third Party Sites. When you interact with App Developers or any Cisco Subcontractors, or visit their web sites, you may be asked to provide Personal Data or submit to different requirements, policies, terms and rules regarding the use of such sites, including as to the collection and use of Personal Data. You should be aware when leaving App Center or interacting directly with our App Developers and Subcontractors, that those entities may treat your Personal Data differently than Cisco. You should review their respective privacy policies and terms of use.

10. EXPORT COMPLIANCE. Apps you license may be subject to United States and local export control Applicable Laws. You must comply with all domestic and international laws and regulations governing use, export, re-export, transfer and distribution of your purchased Apps. You represent that you are not in an embargoed/sanctioned country and that you are not a named party on the U.S. Department of Commerce’s Denied Persons List or affiliated lists, the U.S. Department of Treasury’s Specially Designated Nationals List or any Government export exclusion lists.

11. GENERAL COMPLIANCE WITH LAWS AND REGULATIONS. Your access to and use of App Center must comply with all Applicable Laws and will not cause Cisco, its Subcontractors and customers, or any App Developers to be in violation of Applicable Laws. You are solely responsible for any information or material you place on App Center, including obtaining all authorizations to use third party information, including any copyrighted, trademarked, patented or other rights that other persons may hold to such material. Cisco may, in its sole discretion, refuse to display or may remove any information or materials you submit to App Center.

12. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS.

a) Your Representations and Warranties. You represent and warrant that:

- (1) You are authorized to access the App Store by your organization and to agree on behalf of your organization to the terms of this Agreement;
- (2) You will provide truthful and accurate information to Cisco and its Subcontractors and customers and immediately notify Cisco of any change to that information;
- (3) You will not in any way interfere with or disrupt the operation of App Center or any App on App Center and will not provide material that is infected with a virus or similar destructive computer code.
- (4) You will not interfere with other users use of App Center or collect any information about any other user;
- (5) You will not use App Center or information gathered through App Center to provide any commercial service or product not expressly authorized by Cisco, including sending any junk mail, spam or similar communications;
- (6) You will not submit to App Center any materials that may be subject to copyrights, trademarks, patents, or trade secrets held by others without their express written permission for such use.

b) Cisco's Disclaimer of Representations and Warranties.

CISCO MAKES NO REPRESENTATION OR WARRANTY REGARDING APP CENTER, ANY SERVICE YOU RECEIVE FROM CISCO, ANY APPS, OR OTHERWISE, OR ANY GUARANTEE REGARDING APP CENTER OR ANY APPS. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF APP CENTER, ANY APP AND ANY INTELLECTUAL PROPERTY AND MATERIALS FURNISHED BY CISCO AND/OR ITS SUBCONTRACTORS AND THIRD PARTY DEVELOPERS IS AT YOUR SOLE RISK AND THAT APP CENTER, ALL APPS AND ANY INTELLECTUAL PROPERTY AND MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OR DISRUPTION TO YOUR COMPUTER SYSTEM(S) OR OTHER DEVICE(S) OR COMPONENT(S), OR LOSS OF DATA THAT RESULTS FROM SUCH USE. 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 LAWS AND ARE EXPRESSLY DISCLAIMED BY CISCO AND ITS SUBCONTRACTORS AND THIRD PARTY DEVELOPERS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THESE DISCLAIMERS AND EXCLUSIONS SHALL APPLY EVEN IF THE WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

13. INDEMNIFICATION. You will indemnify, defend, and hold Cisco and its affiliates, its Subcontractors and customers, and Third Party Developers, and their respective customers, officers, directors, agents and employees, harmless from and against any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising from (i) your use of App Center, including your downloading, installation, or use of any Apps, (ii) your breach of this Agreement, (iii) your breach of any of your obligations under any Developer EULA or the Default EULA Terms applicable to any App you license.

14. LIMITATION OF LIABILITY. CISCO, ITS SUBCONTRACTORS AND CUSTOMERS, AND THIRD PARTY DEVELOPERS ARE NOT RESPONSIBLE FOR ANY COSTS, EXPENSES, DAMAGES, LOSSES (INCLUDING WITHOUT LIMITATION LOST BUSINESS OPPORTUNITIES OR LOST PROFITS) OR OTHER LIABILITIES

YOU MAY INCUR AS A RESULT OF THE PURCHASE OR USE OF ANY APP, USE OF ANY SERVICES PROVIDED BY CISCO, ITS SUBCONTRACTORS AND CUSTOMERS, AND THIRD PARTY DEVELOPERS, OR ACCESS OR USE OF APP CENTER. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, CISCO, ITS SUBCONTRACTORS AND CUSTOMERS, AND THIRD PARTY DEVELOPERS WILL NOT BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES RESULTING FROM THIS AGREEMENT, REGARDLESS OF THE CLAIM'S BASIS, EVEN IF PRIOR NOTICE IS PROVIDED OF POTENTIAL DAMAGES. CISCO, ITS SUBCONTRACTORS AND CUSTOMERS, AND THIRD PARTY DEVELOPERS WILL NOT BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE FEES RECEIVED FROM YOU FOR THE LICENSE OF THE APPLICABLE APP. THIS LIABILITY LIMITATION IS CUMULATIVE.

You agree that the limitations of liability and disclaimers set forth herein will apply and agree that Cisco has 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.

Some jurisdictions may not allow disclaimers of implied warranties, and some of the above disclaimers may not apply to you or may be limited. In such an event, the other terms and conditions remain enforceable.

15. MISCELLANEOUS.

a) Objectionable Material. You acknowledge that App Center may contain content that may be objectionable or offensive. Cisco will not be responsible to you in any way for such content. You agree not to provide Cisco and its Subcontractors and customers with any communication, information or material that is any of the following: unlawful, harmful, abusive, tortuous, defamatory, libelous, obscene, offensive, pornographic, threatening, harassing, or used for the purpose of stalking another person.

b) Subcontractors. Cisco may utilize Subcontractors to fulfill its obligations under this Agreement.

c) Other. This Agreement is governed by the laws of the State of California in the United States, without giving effect to any conflict of laws rules or principles that would require the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. If any provision of this Agreement is held to be unenforceable, that provision will be removed and the remaining provisions will remain in full force. The failure of either party to require performance by the other of any provision of this Agreement will not affect the full right to require performance at any later time; nor will the waiver by either party of a breach of any provision hereof be deemed a waiver of the provision itself. Nothing contained in this Agreement may be construed as creating any agency, employment or other special relationship between the parties. A breach of this Agreement may cause irreparable damage for which recovery of monetary damages would be inadequate and either Party may seek injunctive or other equitable relief, in addition to any and all remedies available at law. You may not assign or transfer any of its rights under this Agreement without Cisco's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. You have not relied on the availability of any future version of App Center or any future App or other product or service in executing this Agreement. Except as provided herein, no third party beneficiaries are intended. This Agreement and the other agreements and documents referenced herein, as they may be updated from time-to-time, comprise the complete and exclusive statement of the agreement between the Parties and supersede any proposal or prior agreement, oral or written, and any other communications between the Parties in relation to the subject matter of this Agreement. All amendments or modifications of this Agreement must be made in writing and signed or electronically acknowledged or accepted by you. If we elect to change the terms of this Agreement, in order to continue to participate in App Center you must accept and agree to any new terms. If you do not agree to any new terms of this Agreement, your participation in App Center may be immediately suspended or terminated by Cisco without notice. You agree that your acceptance of any new terms of this Agreement may be signified electronically, including without limitation, by your checking a box or clicking on an "I agree" or similar button. Any provisions intended by their nature to survive any expiration or termination of this Agreement will do so.

EXHIBIT A

DEFINITIONS

The following capitalized terms used in this Agreement are defined as follows:

App(s) – all software applications, content, digital materials, solutions and services offered to you on App Center by Cisco and Third Party App Developers, including any content, services, technology, data and other digital materials included in such items, together with their enhancements, upgrades, updates, bug fixes, new versions and other modifications and amendments.

App Developer – means Cisco or a Third Party App Developer that has developed an App that is available for download from App Center.

Applicable Law(s) – means applicable laws and regulations, judicial orders and government policies.

Cisco – means Cisco Systems, Inc. and its affiliates.

Default EULA Terms – means the provisions of our customer terms of use for App Center that we have designated as default end user license terms, which are attached as Exhibit B to this Agreement.

Developer EULA – separate End User License Agreement provided by the App Developer at the time you license an App or an upgrade to an App, as described in Section 8.c).

Developer Content – means all content, materials, intellectual property and/or information uploaded, delivered to, placed or made available to you on App Center, including Apps.

Open Source License – means a software license under which the source code is made available under terms that allow any licensee to copy, create derivative works and distribute the software without any fee or cost.

Personal Data – means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Third Party App Developer – means a third party App developer that is not affiliated with Cisco that has developed an App which is available for download from App Center.

You – means the your organization on whose behalf you access the App Center.

EXHIBIT B

DEFAULT EULA TERMS

These Default End User License Agreement Terms (the “Default EULA Terms”) will apply to your use of any App obtained from the App Center. These Default EULA Terms are a legal agreement between you and the applicable App Developer. The App Developer has the right to enforce these Default EULA Terms against you. Additionally, App Developers may provide a separate End User License Agreement (“Developer EULA(s)”) at the time you license an App. If a Developer EULA is provided with an App, it will govern your use of the applicable App, to the extent it complies with the requirements of, and is not inconsistent with, the Cisco App Center Agreement and the Default EULA Terms. If there are any conflicts between a Developer EULA and the Cisco App Center Agreement including these Default EULA Terms, then to the extent of such conflict, the Cisco App Center Agreement and the Default EULA Terms will control. Some components of Apps (whether developed by Cisco or third parties) may also be governed by an Open Source License. In the event of a conflict between the Default EULA Terms or any Developer EULA and any Open Source Licenses, the Open Source Licenses shall prevail with respect to those components.

1. **DEFINITIONS.** Capitalized terms that are not defined within the body of these Default EULA Terms are defined in the Cisco App Center Agreement.
2. **LICENSOR AND LICENSE GRANT.** For each App, the applicable App Developer, and not Cisco, is the licensor of the App. The App Developer grants you a non-exclusive, non-transferable, non-sublicensable license to use a single copy of the App on a single system identified in the App documentation in object code form only, solely in accordance with the terms and conditions of the Cisco App Center Agreement and these Default EULA Terms. If the App Developer provides you a separate Developer EULA at the time you license an App, then the terms of that Developer EULA will govern to the extent it complies with the requirements of, and is not inconsistent with, the Cisco App Center Agreement and these Default EULA Terms. These Default EULA Terms will also govern any software upgrades provided by any App Developer that replaces and/or supplements the original App unless such upgrades are accompanied by a separate Developer EULA, in which case the terms of that Developer EULA will govern to the extent it complies with the requirements of, and is not inconsistent with, the Cisco App Center Agreement and these Default EULA Terms.
3. **LICENSE RESTRICTIONS.** You may not rent, lease, lend, sell, redistribute or sublicense the App. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify or create derivative works of the App, any updates or any parts thereof (except to the extent that the foregoing restriction is prohibited by applicable law or to the extent permitted or required by an Open Source License).
4. **PROPRIETARY RIGHTS.** Each App is licensed and not sold pursuant to the Cisco App Center Agreement and these Default EULA Terms. Each App is protected by copyright and other intellectual property laws and treaties. Unless otherwise expressly stated in a Developer EULA, the Developer or its licensors own all title, copyright and other Intellectual Property Rights in the App. Each App Developer reserves all Intellectual Property Rights in the applicable App except for the rights expressly granted to you. You may not remove or alter any trademark, logo, copyright or other proprietary notice in or on the App.
5. **PRIVACY.** Any information that a Third Party App Developer collects from you or your use of the App will be subject to any applicable Developer EULA, privacy notice, or similar terms that the Third Party Developer provides to you, and will not be subject to the Cisco Privacy Statement.
6. **EXPORT CONTROLS.** You must comply with all domestic and international laws and regulations governing use, export, re-export, transfer and distribution of your licensed Apps. You represent that you are not in an embargoed/sanctioned country and that you are not a named party on the U.S. Department of Commerce’s Denied Persons List or affiliated lists, the U.S. Department of Treasury’s Specially Designated Nationals List or any Government export exclusion lists.
7. **SUPPORT.** All support and maintenance of the App is the responsibility of the applicable App Developer and you will look solely to the applicable App Developer for those services. Contact information will be displayed for each App and made available to you for customer support purposes. Neither Cisco nor the App Developer has any obligation to furnish any updates, maintenance or support services with respect to an App.

- 8. WARRANTY DISCLAIMER.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APP IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APP AND ANY SERVICES PERFORMED OR PROVIDED BY THE APP ("SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APP AND ANY SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS. LICENSOR DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APP. THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY THE APP WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APP OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APP OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE APP OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.
- 9. WARRANTY DISCLAIMER.** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL LICENSOR BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE APP, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Licensor's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of any fees received from you for the license of the applicable App. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.
- 10. U.S. GOVERNMENT END USERS.** The App and any related documentation are "Commercial Items," as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227-7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users: (a) only as Commercial Items; and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions in this Agreement. Unpublished rights are reserved under the copyright laws of the United States.
- 11. NON-WAIVER.** An App Developer's failure to exercise or enforce any right or provision of these Default EULA Terms shall not operate as a waiver of such right or provision.
- 12. TERMINATION.** If you are in breach of these Default EULA Terms or any Developer EULA, the licenses granted to that App will be immediately terminated but the other provisions of these Default EULA Terms will survive and continue in full force and effect.
- 13. APPLICABLE LAW.** The laws of the State of California, excluding its conflicts of law rules, govern this license and your use of the App. Your use of the App may also be subject to other local, state, national, or international laws.