

Cisco+ End User Terms and Conditions

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These End User Terms and Conditions (the “**End User Terms**”), together with the Cisco General Terms (the “**General Terms**” found at <https://www.cisco.com/go/eula>) and any relevant Offer Description, which are incorporated herewith, govern Your right to use and consume a Cisco+ Offer. Collectively, the End User Terms, the General Terms and the applicable Offer Descriptions and Documentation are known as the “**Agreement**”. By using or installing the Cisco+ Offer, You agree to the End User Terms provided herein. Any term not defined herein shall have the meaning as found in the General Terms. In the event of a conflict between the General Terms and these End User Terms, these End User Terms shall govern.

1. Definitions

- 1.1. For purposes of this Offer Description, the term “**Cisco Technology**” (as defined in the General Terms) includes Hardware.
- 1.2. “**Approved Source**” means either Cisco or a Cisco authorized reseller. Cisco authorized Distributors are excluded.
- 1.3. “**Cisco+ Offer**” means any of the offers currently available as provided in the Cisco+ Offer Details.
- 1.4. “**Cisco+ Offer Details**” means the online list of Cisco+ Offers and their respective data sheets, which may include, for example, offer details, updates, country availability, and eligibility criteria. The Cisco+ Offer Details are available at www.cisco.com/go/ciscoplusoffers.
- 1.5. “**Hardware**” means the hardware that is provided as part of the Cisco+ Offer. Cisco may update the available Hardware from time to time (via published communications and product documentation) to account for Hardware that (i) is made available at a later date, (ii) has reached end of life, and/or (iii) has been renamed or rebranded.
- 1.6. “**Offer Description**” means the document providing You with specific terms for a particular Cisco+ Offer. Any applicable Offer Description posted in the Cisco+ Offer Details, which may be updated from time to time, are incorporated into the Cisco+ End User Terms and Conditions.
- 1.7. “**Support Services**” means any maintenance or technical support that is provided with the Cisco+ Offer.
- 1.8. “**Usage Term**” is the period of time covering Your use of a Cisco+ Offer, as indicated in a purchase order.

2. Orders and fulfilment

- 2.1. Orders for Cisco+ Offers cannot be combined with orders for other Cisco products.
- 2.2. Upon Cisco's request, You agree to provide Cisco with credit information so that Cisco can evaluate Your payment capacity for a Cisco+ Offer. If You do not provide the requested credit information, Cisco reserves the right to not accept Your order.
- 2.3. The start date of Your subscription begins thirty (30) days from the later of the date (a) of receipt of all Hardware included in the subscription or (b) all Software has been made available to You (the "**Start Date**"). Upon written request from You or Your Approved Source, Cisco may agree to delay the Start Date to allow You additional time to set up the Cisco+ Offer. Cisco will provide You with written notice of the new Start Date. Support Services will also begin on the Start Date.
- 2.4. At any time during the term, Cisco reserves the right to modify the way in which it provisions the Cisco+ Offer as long as such changes do not materially and adversely affect the features, functionality, or security of the services.
- 2.5. If You ordered third party-branded products of a Cisco+ Offer, such products are subject to the end user terms provided by the third party that owns or licenses such products.
- 2.6. If You do not wish to continue with the provision of the Cisco+ Offer following the end of the initial Usage Term, You must notify its Approved Source in writing at least sixty (60) days before the end of such term. If Cisco does not receive the notification, You remain obligated to pay for the Cisco+ Offer subscription following expiration of the Usage Term on a month-to-month basis. After the Usage Term, either You or Cisco may terminate the subscription at any time by giving the other party 30 days written notice.

3. Your obligations

- 3.1. Except as expressly provided herein, all elements of the Cisco+ Offer are owned or licensed by Cisco. As such, all right, title and interest in any Hardware and Software forming part of the Cisco+ Offer will at all times remain with Cisco. You will only have the right to possess, use, and benefit from the Cisco+ Offer in accordance with this Agreement and for the period indicated in the relevant purchase order received and accepted by Cisco. For the avoidance of doubt, You may not terminate subscriptions for the Cisco+ Offer for convenience.
- 3.2. You will use the Cisco+ Offer safely and without risk to health, and in accordance with any of Cisco's recommendations, only for the purposes for which the Cisco+ Offer is designed or suitable.
- 3.3. In order to receive technical support from Cisco, You may be required to provide Cisco remote access to Your network for troubleshooting purposes.
- 3.4. You will ensure that any Hardware and Software comprising the Cisco+ Offer are installed in accordance with Cisco's instructions.
- 3.5. You may not disable any Software or Hardware that is used for electronic tracking of usage of the Cisco+ Offer without prior authorization by Cisco.
- 3.6. If You plan to make any changes in relation to the Hardware or Software, or make any changes to any other software, equipment or network that could impact or impede monitoring of usage of the Cisco+ Offer, You shall provide thirty (30) days' prior written notice to Cisco of such planned change, describing the change in detail and shall use Your best efforts to cooperate with Cisco to ensure that such change does not impact or impede such monitoring. Any notice that You are required to give Cisco under this Section 3 shall be in writing and directed to cisco_plus_notice@cisco.com.
- 3.7. In the event You do not comply with any of the obligations in this Section, and You fail to cure such non-compliance within thirty (30) days of notice of non-compliance from Cisco (an **"Event of Default"**), Cisco may exercise any one or more of the following remedies, in addition to those arising under applicable law or in equity: (a) cancel Your subscription for the Cisco+ Offer; (b) take possession of, or render unusable, any Hardware and/or Software wherever located, without notice or process of law (and such action will not constitute a cancellation or termination of these End User Terms); (c) declare all fees associated with the Cisco+ Offer through the end of the Usage Term immediately due and payable, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived; (d) terminate, suspend or rescind the Software and/or Support Services, as applicable, whereupon Your rights to use the same will immediately be cancelled, terminated, suspended and/or rescinded, as applicable; and/or (e) exercise any other right or remedy available at law or in equity. The foregoing remedies are cumulative of every other right or remedy given hereunder or at law or in equity; provided, however, that the intent of the cumulative remedy provisions hereunder is to make Cisco whole and not to penalize You or allow Cisco duplicative remedies.
- 3.8. In the event of Your nonpayment, Cisco may assign or transfer any or all of its interest under this Agreement without notice to You or Your consent. Any assignee of Cisco shall have all of the rights, but none of the obligations (unless otherwise provided in the applicable assignment), of Cisco. Upon Your receipt of notice of such assignment or transfer, You will make all payments and pay other sums due under this Agreement to such assignee or transferee. You agree that You will not assert against any assignee any defense, counterclaim or offset that You may have against Cisco.

4. Hardware-specific terms

- 4.1. This Section 4 applies only when Your Cisco+ Offer includes Hardware.
- 4.2. The Approved Source will deliver any applicable Hardware that is provided for Your use as part of the Cisco+ Offer You order. Provision by Cisco of such Hardware does not constitute the resale or transfer of ownership of the Hardware. For avoidance of doubt, title to all Hardware remains with Cisco at all times.
- 4.3 You will not assign or sublease any Hardware, permit any security interest, lien or encumbrance in relation to the Hardware, or move any Hardware outside the country specified in the purchase order. You may move the Hardware to another of Your or Your Affiliate's business locations within the same country as the original location of the Hardware, provided that (a) all the Hardware at a particular site is moved at the same time to a single new site, and (b) You notify Cisco and obtain Cisco's prior written consent at least sixty (60) days prior to the move.
- 4.4. You will, until the Hardware is collected by Cisco, keep the Hardware in good working order, reasonable wear and tear excepted. You will not make alterations or additions to the Hardware except those that are (a) required by law, or (b) readily removable without damage to the Hardware and do not result in an encumbrance on the Hardware.
- 4.5. From the date You receive any Hardware until the date it is returned, You bear the entire risk of loss, theft, destruction or damage to the Hardware from any cause whatsoever.
- 4.6. Hardware Insurance
 - 4.6.1.Until the Hardware is returned, You will, at Your cost and expense, obtain and maintain insurance:
 - 4.6.1.1 against loss or damage to the Hardware as a result of fire, explosion, theft, vandalism and such other risks of loss as are normally maintained by prudent persons on equipment of the same type as the Hardware, for an amount equal to the new replacement value of the Hardware;
 - 4.6.1.2 covering all liability to any third party who may suffer damage to, or loss of, property, or death or personal injury; and
 - 4.6.1.3 as any applicable law or regulation may from time to time require.
 - 4.6.2.Each insurance policy will name You as insured and Cisco as loss payee and as additional insured and shall provide that it may not be cancelled or altered without at least thirty (30) days' prior written notice being given to Cisco (or ten (10) days, in the event of non-payment of premium). In the event of such cancellation or alteration, such insurance policy must be immediately replaced with another policy of the same or superior protection.
 - 4.6.3.You will, upon receipt of a request from Cisco, immediately deliver to Cisco one or more insurance certificates as evidence that You are maintaining the required insurance.

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- 4.7. You will ensure that the Hardware is kept in a location that meets the environmental requirements (if any) specified in the relevant Documentation.
- 4.8 You will promptly notify Cisco in writing if the Hardware is lost, stolen, damaged, destroyed or has its functionality impaired due to corruption of software, firmware or otherwise. Any insurance proceeds with respect to such loss, theft, damage, destruction or impairment, should be paid to Cisco as loss payee, but, if You receive such proceeds, You must pay Cisco in satisfaction of the replacement cost of the Hardware as soon as possible. Pending Cisco's receipt of such proceeds, You will hold such proceeds in trust for Cisco.
- 4.9 Notwithstanding the foregoing, Cisco will have no liability to You related to any programs or data residing on any Hardware or Software at any time, including upon return to or repossession by Cisco. This includes information that would otherwise be considered Confidential Information or Your Data.
- 4.10 Upon termination of Your right to use the Cisco+ Offer, You will return all Hardware to Cisco, at Cisco's expense, and discontinue use of all Software and Support Services. If Hardware is returned due to an Event of Default, however, You will pay the cost of return. If You do not promptly return such Hardware, You will be liable directly to Cisco for any damages incurred by Cisco. Cisco will calculate any such damages based on the Termination Value of the Cisco+ Offer. **"Termination Value"** means an amount equal to (i) one hundred thirty percent (130%) of the total value of the Cisco+ Offer as listed on the order, minus (ii) the aggregate sum of all payments You made on or prior to the date of determination thereof. Damages will be payable directly to Cisco and are exclusive of any obligations You may have to any other party.

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San Jose, CA

Asia Pacific Headquarters
Cisco Systems (USA) Pte. Ltd.
Singapore

Europe Headquarters
Cisco Systems International BV Amsterdam,
The Netherlands

Cisco has more than 200 offices worldwide. Addresses, phone numbers, and fax numbers are listed on the Cisco Website at <https://www.cisco.com/go/offices>.

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