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APC by Schneider Electric EULA

Schneider Electric Software License Agreement

This software license agreement (the "Agreement") is between Schneider Electric as the "licensor" SCHNEIDER ELECTRIC and you (hereafter referred to as "Customer") for the SCHNEIDER ELECTRIC Schneider Electric software (hereafter referred to as "The Software") accompanying this Agreement.

By executing this Agreement, you represent that you have been authorized to accept these terms on behalf of Customer (the entity on whose behalf you represent that you are authorized to act).

If you accept these terms as a representative of an entity on whose behalf you are authorized to act, you may use The Software only on behalf of such entity.

SCHNEIDER ELECTRIC

Installation or use of The Software in violation of the terms of this Agreement is a violation of U.S. and international copyright laws and conventions.

The Software shall not incorporate, include or have any dependency on any open source or third-party software unless Licensor has provided Customer with a list of such open source and third-party software that includes the intended use of such open source and third-party software and the applicable license terms in advance for Customer's prior written approval. If third-party software is provided with The Software and approved by Customer as set forth above, that third-party software is not subject to the terms of this Agreement. The license agreement of that third-party software defines the responsibilities of the Customer and SCHNEIDER ELECTRIC with regard to that software. Notwithstanding, to the extent permissible, SCHNEIDER ELECTRIC hereby assigns to Customer any warranties made to SCHNEIDER ELECTRIC by any third-party licensors of software provided with The Software.

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SCHNEIDER ELECTRIC hereby agrees to grant and Customer agrees to accept a non-exclusive and nontransferable license to use The Software, subject to the terms and conditions of this Agreement. The Software is owned and copyrighted by American Power Conversion Corporation or its suppliers. The license confers no ownership of or title to The Software and does not constitute a sale of any right in The Software to Customer. SCHNEIDER ELECTRIC retains all proprietary rights and title to The Software and any modifications.

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The Software is licensed for use only by the number of users and/or on the number of computers described in this "Right to Use" section of this Agreement or in any related invoice.

Customer may use The Software in one of the following ways:

- * Delivered as virtual machine software image, run and physical servers or virtual machine host that meet hardware requirements of operations.

In some cases, some additional software may be delivered with The Software, but in a disabled form, and may require the purchase of a separate license key to be activated. Such additional software is then licensed for use under the terms of this agreement only if a license key is purchased and subsequently used to activate the additional software. For the avoidance of doubt, SCHNEIDER ELECTRIC shall provide all appropriate license keys to all software included in the software package evaluated by Customer.

3. Upgrade Policy

SCHNEIDER ELECTRIC may create upgrades to, and/or other versions of, the Product from time to time. At its sole discretion, SCHNEIDER ELECTRIC may choose to make such upgrades or other versions available to Customer upon payment of any applicable fees. If Customer agrees to use such upgrades or other versions of the Product, it agrees to do so in accordance with the terms of this License.

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* Customer may make additional copies of The Software and documentation only when essential for the authorized and intended use of The Software as described in this agreement and/or in the documentation accompanying The Software.

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Customer may not redistribute The Software or make copies with the intent to redistribute.

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The customer is not permitted to do any of the following:

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* Create derivative works of The Software or any portion thereof. Publish or provide any results of benchmark tests run on The Software to a third party without the prior written consent of SCHNEIDER ELECTRIC.

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* Use The Software for commercial time sharing, outsourcing environment, rental, or service bureau use or as an application service provider.

* Use any portion of The Software as a component or a base for products or services prepared for commercial sale, sublicense, lease, access, or distribution outside your organization, except as agreed upon by the parties or authorize by SCHNEIDER ELECTRIC.

6. Equitable Relief

7. Duration and Termination of This Agreement

This license shall continue for the duration of the Proof of Concept, as defined in the PSA entered into as of _____, by and between _____ and SCHNEIDER ELECTRIC. SCHNEIDER ELECTRIC Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer. Customer can terminate the Agreement at any time by destroying or returning to SCHNEIDER ELECTRIC all copies of The Software and documentation.

8. Limited Warranty

The SCHNEIDER ELECTRIC limited warranty for The Software is for a period of ninety (90) days from the time the customer receives The Software. SCHNEIDER ELECTRIC warrants during the limited warranty period that The Software will function substantially as described in the accompanying software user documentation, including online help, and that any medium upon which The Software is delivered will be free from defects in material and workmanship when given normal, proper and intended usage. This warranty does not apply in any of the following circumstances: * If The Software is used on a machine or operating system other than the machines and versions of operating systems specified in the documentation. * If The Software is subjected to misuse, neglect, accident, or exposure to environmental conditions beyond those specified in the documentation. * If a version of The Software is used that does not include all updates available from SCHNEIDER ELECTRIC. * If The Software has been modified by Customer. SCHNEIDER ELECTRIC does not warrant that use of The Software will be uninterrupted or error free, that program errors will be corrected, that The Software is free from viruses or other malware, that The Software is compatible with any particular hardware or software platform, or that The Software will meet Customer's requirements. SCHNEIDER ELECTRIC's sole responsibility and Customer's sole remedy under this warranty is, at SCHNEIDER ELECTRIC's option, to repair or replace all

or any portions of The Software, or to refund any license fee paid. This limited warranty is valid only if SCHNEIDER ELECTRIC receives written notice within the ninety-day warranty period.

9. Limitation of Liability

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10. No Warranty Under Hazardous, High-Risk, or Life-Threatening Conditions

The Software is not fault-tolerant and is not designed, manufactured or intended for use or resale as control equipment in hazardous environments requiring failsafe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of The Software could lead directly to death, personal injury, or severe physical or environmental damage. Accordingly, SCHNEIDER ELECTRIC and its suppliers specifically disclaim any express or implied warranty of fitness for such hazardous, high-risk, or life-threatening activities.

11. Confidentiality

Each party acknowledges that in the course of performance of its obligations pursuant to this Agreement, such party, may obtain confidential and/or proprietary information of the other party. "Confidential Information" includes: information relating to development plans, costs, finances, marketing plans, equipment configurations, data, access or security codes or procedures utilized or acquired, business opportunities, names of customers, research, and development; any information designated as confidential in writing or identified as confidential at the time of disclosure if such disclosure is verbal or visual; any information disclosed that a reasonable person under similar circumstances would understand to be confidential or proprietary; and any copies of the prior categories or excerpts included in other materials created by the recipient party. Notwithstanding the termination or expiration of this Agreement, the obligations of the recipient party, with respect to the Confidential Information of disclosing party, shall be in full force and effect as follows: (i) in the case of any information or materials that constitute a trade secret within the meaning of applicable law, for as long as such information and materials remain as a trade secret, or (ii) in the case of any other information or materials, for a term of three (3) years from the date of receipt of the Confidential Information. The recipient party shall use the same means it uses to protect its own confidential and proprietary information, but in any event not less than reasonable means to prevent the disclosure and to protect the

confidentiality of the Confidential Information. Further, the recipient party shall only use the Confidential Information for the purposes of this Agreement, and shall not disclose the Confidential Information without the prior written consent of the other party. This provision shall not apply to Confidential Information which is (i) already known by the recipient party without an obligation of confidentiality, (ii) publicly known or becomes publicly known through no unauthorized act of the recipient party, (iii) rightfully received from a third party (other than an affiliate or customer of the party owning the Confidential Information) without an obligation of confidentiality, (iv) disclosed without similar restrictions by the disclosing party to a third party (other than an affiliate or customer of the party owning the Confidential Information), (v) approved by the party owning the Confidential Information, in writing, for disclosure, or (vi) independently developed by the recipient party without the use of the disclosing party's Confidential Information. The recipient party shall promptly notify the disclosing party in writing in the event that the recipient party becomes legally compelled in a judicial, administrative or governmental proceeding to disclose any of the Confidential Information so that the disclosing party, at its expense, may seek a protective order or other appropriate remedy and/or waive compliance with the confidentiality obligations herein.

12. Transfer Restrictions

This agreement, the license granted hereunder, The Software and any modifications thereto may not be assigned or in any way transferred without the prior written consent of SCHNEIDER ELECTRIC.

13. Language and Jurisdiction of the Agreement

The original of this agreement has been written in English. The parties hereto waive any statute, law, or regulation that might provide an alternative law or forum or to have this agreement written in any language other than English. Any translation of this agreement to a language other than English is provided only for the convenience of Customer and is not the legally binding version of the agreement. The terms of this agreement shall be construed in accordance with the substantive federal laws of the United States of America, without giving effect to the principles of conflict or choice of law of such state. SCHNEIDER ELECTRIC and Customer exclude the United Nations Convention on Contracts for the International Sale of Goods from this agreement.

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- * To anyone on the U.S. Treasury Department's list of Specially Designated Nationals.
- * To anyone on the U.S. Commerce Department's Table of Denial Orders.

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16. Indemnification

- a. SCHNEIDER ELECTRIC agrees to indemnify, defend and hold Customer, its Affiliates, officers, agents and employees, harmless from any claim, action, proceeding, liability, loss, damage, cost or expense (including, without limitation, attorney's fees) arising from or related to claims that The Software infringes any third party right, provided that Customer has not modified The Software without SCHNEIDER ELECTRIC's authorization. Should Customer's use, or use by its distributors, resellers, subcontractors or customers, of The Software be enjoined, be threatened by injunction, or be the subject of any legal proceeding, SCHNEIDER ELECTRIC shall, at its sole cost and expense, either (a) substitute fully equivalent non-infringing software acceptable to Customer; (b) modify The Software so that it no longer infringes but remains fully equivalent in functionality; (c) obtain for Customer, the right to continue using the The Software; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing software.

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ACRONIS EULA

**Due to the Size of this Document, it is Maintained in a Separate File.
Contact Promark for a Copy.**

APPDYNAMICS EULA

APPDYNAMICS, INC. END USER LICENSE TERMS

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1.1 LICENSE GRANT. AppDynamics, Inc. ("AppDynamics") hereby grants to the Ordering Activity (defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, "Licensee"), during the License Term (as defined below), a non-exclusive, non-transferable, non-sublicensable right and license to use the software-as-a-service and/or on-premise version of AppDynamics' application intelligence software product(s) (the "Software") designated in, and for the quantity of units in, the Government Order (the "Order") for internal business purposes only, subject to the terms hereof and solely within the scope of the following applicable components: application server agents and machine agents and one controller (or, in the case of Evaluation Use, as indicated in Section 1.3). AppDynamics Test&Dev Edition licenses shall only be used in test-only non-production environments. For purposes hereof, the "License Term" begins on the date AppDynamics delivers the Software license keys to Licensee and extends for the period specified in the applicable Order.

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3. CONFIDENTIALITY

3.1 SCOPE AND RESTRICTIONS. "Confidential Information" means all information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party") that is designated in writing or identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any technical or other documentation relating to the Software, logins, passwords and other access codes and any and all information regarding AppDynamics' business, products and services are the Confidential Information of AppDynamics. AppDynamics recognizes that federal agencies are subject to the Freedom of Information Act (5 USC 552) and some information may be released despite being characterized as "confidential" by AppDynamics. The Receiving Party will: (i) not use the Disclosing Party's Confidential Information for any purpose outside of the terms herein; (ii) not disclose such Confidential Information to any person or entity, other than its affiliates, employees, consultants, agents and professional advisers who have a "need to know" for the Receiving Party to exercise its rights or perform its obligations hereunder, provided that

such employees, consultants, and agents are bound by agreements or, in the case of professional advisers, ethical duties respecting such Confidential Information in accordance with the terms of this Section 3; and (iii) use reasonable measures to protect the confidentiality of such Confidential Information. If the Receiving Party is required by applicable law or court order to make any disclosure of such Confidential Information, it will first give written notice of such requirement to the Disclosing Party, and, to the extent within its control, permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in its Confidential Information, and provide full cooperation to the Disclosing Party in seeking to obtain such protection. Further, this Section 3 will not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt; (ii) is or has become public knowledge or publicly available through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information.

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5. TERM AND TERMINATION. The initial term begins on the Effective Date and extends for the period specified in the Order (or if the Software is provided for Evaluation Use, for the Term specified in Section 1.3 hereof) (unless earlier terminated, the "Term"). Termination of the terms hereof shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions: AppDynamics may request cancellation or termination of the terms hereof if such remedy is ordered by a United States Federal Court or if such remedy is granted to it after conclusion of the following Contracts Disputes Act dispute resolutions process: any disputes relating to the terms hereof shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. Licensee expressly acknowledges that a contractor, on behalf of AppDynamics, shall have standing to bring such claim under the Contract Disputes Act.

6. Upon expiration or termination for any reason, (i) with respect to Subscription Licenses, Licensee shall

cease any further use of and destroy any copies of the Software and Documentation within Licensee's possession and control and (ii) each Receiving Party will return or destroy, at the Disclosing Party's option, the Disclosing Party's Confidential Information in the Receiving Party's possession or control. All fees that have accrued as of such expiration or termination, and Sections 1.2, 1.3, 2, 3, 4, 5, 6, 7.2 and 8 through 12, will survive any expiration or termination hereof.

7. WARRANTIES.

7.1 LIMITED WARRANTY. AppDynamics warrants that (a) with respect to software-as-a-service Software licenses, during the License Term, or (b) with respect to on-premise Software licenses, during the first thirty (30) days following the date the Software is purchased, the Software will, in all material respects, conform to the functionality described in the then-current Documentation for the applicable Software version. Licensee's sole and exclusive remedy (in addition to any other remedies available to Licensee under the law), for a breach of this warranty shall be that AppDynamics shall be required to use commercially reasonable efforts to modify the Software to conform in all material respects to the Documentation, and if AppDynamics is unable to materially restore such functionality within thirty (30) days from the date of written notice of such breach, Licensee shall be entitled to terminate the Order upon written notice and receive a pro-rata refund of the Software license fees (or Maintenance and Support Fees, for perpetual licenses) that have been paid in advance for the remainder of the License Term for the applicable Software (beginning on the date of termination).

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8.1 EXCEPT FOR LIABILITY ARISING OUT OF LICENSEE'S BREACH OF SECTION 1.2 (RESTRICTIONS ON USE) OR EITHER PARTY'S BREACH OF SECTION 3 (CONFIDENTIALITY), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR

CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF REVENUES OR PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 EXCEPT FOR LIABILITY ARISING OUT OF END USER'S BREACH OF SECTION 1.2 (RESTRICTIONS ON USE), EITHER PARTY'S BREACH OF SECTION 3 (CONFIDENTIALITY) OR EACH PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER NEITHER PARTY'S LIABILITY FOR ANY DAMAGES (WHETHER FOR BREACH OF CONTRACT, MISREPRESENTATIONS, NEGLIGENCE, STRICT LIABILITY, OTHER TORTS OR OTHERWISE) SHALL EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID (PLUS FEES PAYABLE) TO APPDYNAMICS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM GIVING RISE TO SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY, BUT THIS CLAUSE SHALL NOT IMPAIR THE LICENSEE'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THE TERMS HEREOF UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. §§ 3729-3733.

9. FORCE MAJEURE. Neither party hereto will be liable for defaults or delays due to acts of God, or the public enemy, acts or demands of any government or governmental agency, fires, earthquakes, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.

10. DATA COLLECTION. AppDynamics' application server and machine software agents (the "Agents") collect metrics that relate to the performance, health and resource of an application, its components (transactions, code libraries) and related infrastructure (nodes, tiers) that service those components. In addition, AppDynamics may collect metrics on Licensees' activities, such as web pages visited, length of visit, and which features of the Software an Licensee uses. Licensee will not configure the Software to collect any personally-identifiable information or payment information ("Personal Data") without AppDynamics' prior written approval.

11. US GOVERNMENT MATTERS. The Software and Documentation are commercial computer software and commercial computer software documentation developed exclusively at private expense. Any use, duplication, and disclosure by civilian agencies of the U.S. Government shall not exceed those minimum rights set forth in FAR 52.227-19(c) or successor regulations. Use, duplication, and disclosure by U.S. Department of Defense agencies is subject solely to the license terms and conditions herein, as stated in DFARS 227.7202 or successor regulations. U.S. Government rights shall apply only to the specific agency and program for which the software is obtained. Contractor/Licenser: AppDynamics. Copyright 2014 AppDynamics.

12. GENERAL.

12.1 The validity, interpretation and enforcement of these terms will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to the terms hereof, and the governing law will remain as if such law or regulation had not been enacted. AppDynamics reserves the right to perform its obligations from locations and/or through use of affiliates and subcontractors, worldwide, provided that AppDynamics will be responsible for such parties.

EXHIBIT A
ENTERPRISE SUPPORT

GENERAL REQUIREMENTS. AppDynamics will provide access to a ticketing system and email address (help@appdynamics.com), which will be available twenty-four (24) hours per day, seven (7) days per week. The email account will be maintained by qualified support specialists, who shall use commercially reasonable efforts to answer questions and resolve problems regarding the Software.

HOURS OF OPERATION. Support is available (24) hours per day, seven (7) days per week.

ERROR CLASSIFICATION. Any reported errors are classified in the following manner, in each case when caused by the Software:

Error Classification	Criteria
Urgent	Licensee production application is down or there is a major malfunction, resulting in a business revenue loss and impacting the Licensee application functionality for a majority of users.
High	Critical loss of Licensee application functionality or performance, impacting the application functionality for a high number of users.
Normal	Moderate loss of Licensee application functionality or performance, impacting multiple users.
Low	Minor loss of Licensee application functionality or product feature in question.

ERROR DEFINITION. An "error" means a reproducible malfunction in the Software that is reported by Licensee through AppDynamics' ticketing system that prevents the Software from performing in accordance with the operating specifications described in the then-current Documentation

AUTHORIZED SUPPORT CONTACTS. Maintenance and Support will be provided solely to Licensee's authorized support contacts. Licensee's Order Form may indicate a maximum number of authorized support contacts for Licensee's service level. Licensee will be asked to designate its authorized support contacts, including its primary email address.

LICENSEE'S OBLIGATION TO ASSIST. If Licensee reports a purported error to AppDynamics, AppDynamics' ticketing system will request the following minimum information:

- A general description of the operating environment
- A list of all hardware components, operating systems and networks
- A reproducible test case
- Any log files, trace and systems files

Licensee's failure to provide this information may prevent AppDynamics from or significantly delay AppDynamics' ability to identify and fix the reported error, and AppDynamics' time to respond to any error will begin when AppDynamics has received all requested information from the Licensee and is able to reproduce the error.

DEFECT RESOLUTION. If AppDynamics determines there is a defect in the Software, AppDynamics may, at its sole option, repair that defect in the version of the Software that Licensee is currently using or instruct Licensee to install a newer version of the Software with that defect repaired. AppDynamics reserves the right to provide Licensee with a workaround in lieu of fixing a defect.

SOFTWARE UPDATES AND UPGRADES. Licensee receives access to Maintenance.

RESPONSE TIME. AppDynamics shall use commercially reasonable efforts to respond to error tickets in accordance with the tables set forth below. AppDynamics will use reasonable means to repair the error and keep Licensee informed of progress. AppDynamics makes no representations as to when a full resolution of the error may be made.

Error	Initial and gement	Response Acknowled-	Manager Escalation	VP Escalation	Email Status Updates for Open Tickets
Urgent	4 Hours	1 Business Day	1 Week	1 Week	Daily
High	12 Hours	1 Week	1 Week	2 Weeks	Weekly
Normal	1 Business Day	Quarterly Review for All Open Tickets	None	None	None
Low	2 Business Days	Semi-Annual Review for All Open Tickets	None	None	None

END OF LIFE POLICY: Support is provided for the Software version 3.5 and later. The AppDynamics end-of-life ("EOL") policy is as follows:

- "Mainstream Support": support calls are accepted and the version is maintained with bug fix releases and patches.
- "Extended Support": support calls are accepted however the version is not maintained.
- "Out of Support": no support calls are accepted and the version is not maintained.

AppDynamics provides Extended Support for a period of 24 months after a Software version's release. AppDynamics provides Mainstream Support for a period of 12 months after a version's release. For example, if version 4.0 was released in December of 2014, Mainstream Support would be provided until December of 2015. Extended Support would be provided until December of 2016. The Software version 4.0 would be Out of Support beginning in January of 2017. For clarity, Support is version-based; if End User upgraded to version 5.0 in January of 2017 when version 5.0 was released, Mainstream Support would be provided for version 5.0 beginning in January of 2017. AppDynamics does not provide Maintenance or Support for any customized software (or components thereof).

For third party software or technology used by Licensee with the Software but not included with the Software (a "Platform", such as Java Virtual Machines), AppDynamics will follow the EOL support timeline announced by the third party vendor of such Platform. AppDynamics will drop support for an EOL'd Platform version when the Platform vendor stops supporting that Platform version.

EXHIBIT B
AVAILABILITY AND SECURITY

The terms set forth in this Exhibit B apply only if Licensee has purchased access to the online software-as-a-service ("SaaS") version of the Software, as indicated on the Order.

AVAILABILITY.

AppDynamics will use commercially reasonable efforts to (a) provide bandwidth sufficient for Licensee's use of the Software provided hereunder and (b) operate and manage the Software with a ninety-nine and one-half percent (99.5%) uptime goal (the "Availability SLA"), excluding situations identified as "Excluded" below. For purposes of the Availability SLA, the AppDynamics network extends to, includes and terminates at the data center located router that provides the outside interface of each of AppDynamics' WAN connections to its backbone providers (the "AppDynamics Network").

"Excluded" means any outage that results from any of the following:

- a. Any Maintenance performed by AppDynamics during AppDynamics' standard Maintenance windows. AppDynamics will notify Licensee within forty-eight (48) hours of any standard Maintenance and within twenty-four (24) hours for other non-standard emergency Maintenance (collectively referred to herein as "Scheduled Maintenance").
- b. Licensee's information content or application programming, or the acts or omissions of Licensee or its agents, including, without limitation, the following:
 1. Licensee's use of any programs not supplied by AppDynamics;
 2. Licensee's failure to provide AppDynamics with reasonable advance prior notice of any pending unusual large deployments of new nodes (i.e., adding over ten (10) percent total nodes in less than twenty-four (24) hours);
 3. Licensee's implementation of any significant configuration changes, including changes that lead to a greater than thirty percent (30%) change in a one week period or greater than fifty percent (50%) change in a one month period in the number of key objects in the system including but not limited to metrics, snapshots, nodes, events and business transactions;
 4. Any misconfiguration by Licensee (as determined in AppDynamics' sole discretion), including configuration errors or unintended usage of the Software; and
 5. Licensee's failure to upgrade the AppDynamics Agents to keep the Agent versions within six (6) months of the controller version.
- c. Force majeure or other circumstances beyond AppDynamics' reasonable control that could not be avoided by its exercise of due care.
- d. Failures of the Internet backbone itself and the network by which Licensee connects to the Internet backbone or any other network unavailability outside of the AppDynamics Network.
- e. Any window of time when Licensee agrees that Software availability/unavailability will not be monitored or counted.
- f. Any problems resulting from Licensee combining or merging the Software with any hardware or software not supplied by AppDynamics or not identified by AppDynamics in the Documentation as being compatible with the Software.
- g. Licensee's or any third party's use of the Software in an unauthorized or unlawful manner.

Remedies for Excessive Downtime:

In the event the availability of the Software falls below the Availability SLA in a given calendar quarter, AppDynamics will pay Licensee a service credit ("Service Credit") equal to the percentage of the fees set forth in the table below corresponding to the actual Availability of the Software during the applicable calendar quarter (on pro-rated basis for annual fees). Such Service Credit will be issued as a credit against any fees owed by Licensee for the next calendar quarter of the Term, or, if Licensee does not owe any additional fees, then AppDynamics will pay Licensee the amount of the applicable Service Credit within thirty (30) days after the end of the calendar quarter in which such credit accrued. To receive Service Credits, Licensee must submit a written request to AppDynamics (to customersuccess@appdynamics.com with a copy to legal@appdynamics.com) within 15 days after the end of the quarter in which the Software was unavailable, or Licensee's right to receive Service Credits with respect to such unavailability will be waived. The remedies stated in this section are Licensee's sole and exclusive remedies (in addition to any remedies available to Licensee under the law) and AppDynamics' sole and exclusive obligations for service interruption or unavailability.

System availability is measured by the following formula: $x = (n - y) * 100 / n$

(1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar quarter minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar quarter.

(2) Specifically excluded from "n and "y" in this calculation are the Excluded situations described above and scheduled upgrade and maintenance windows.

Software Availability	Percentage of Quarterly Software Fees Credited
> 99.5%	0%
95.0% - < 99.5%	5% (max of \$280)
90.0% - < 95.0%	10% (max of \$560)
80.0% - < 90.0%	20% (max of \$840)
70.0% - < 80.0%	30% (max of \$1120)
60.0% - < 70.0%	40% (max of \$1400)
< 50%	50% (max of \$2800)

SECURITY INFORMATION.

Licensee Account Login: For Software user interface access, AppDynamics uses TLS 1.0 with AES 256 bit encryption, terminated at the server to ensure end-to-end security over the wire. AppDynamics will also restrict user interface access to Licensee corporate networks for additional security, except as otherwise requested by Licensee.

Hosting: The platform (servers, infrastructure and storage) for the Software is and will remain hosted in one of the largest Tier III data centers in North America, specifically designed and constructed to deliver world-class physical security, power availability, infrastructure flexibility and growth capacity. AppDynamics' data center provider is and will remain SSAE 16 compliant, meaning it has been fully independently audited to verify the validity and functionality of its control activities and processes.

Every server for the Software is and will remain operated in a fully redundant fail-over pair to ensure high availability. Data is and will remain backed up nightly, stored redundantly and will be restored rapidly in case of failure. AppDynamics also provides an off-site backup service, which is available at an additional cost.

Security updates and patches are actively evaluated by engineers and will be deployed based upon the security risks and stability benefits they offer to the Software and Licensees.

Data Access: Access to the Software platform infrastructure and data is and will be secured by multiple authentication methods including RSA and DSA key pairs, passwords, and network access control lists. Infrastructure and data access is and will remain restricted to AppDynamics; employees and contractors subject to confidentiality agreements. For more information on use of data, please see AppDynamics' Privacy Policy located at <http://www.appdynamics.com/privacy-policy>.

System and network activity for the Software are and will remain actively monitored by a team of engineers 24/7. Failed authentication attempts are audited and engineers will be paged immediately so that any possible intrusion or threat can be investigated promptly. Standard firewall policies are and will remain deployed to block all access except to ports required for Software and Agent communication.

Data Communication: Agents will typically push data using one-way HTTP or HTTPS connections to a single host (known as a controller), which has been allocated to one or more Licensee accounts. AppDynamics also offers dedicated controllers for Licensees that require their data to be isolated (this may require payment of an additional fee).

For added security, Agents can be configured to send data using encrypted transmission by simply selecting HTTPS port 443 and setting "controller-ssl-enabled" to true in Agent configuration. Agents also have built in support for outbound HTTP proxies for Licensees using these security mechanisms.

AppDynamics uses random staggering on Agent data communication to the Software platform so traffic is spread evenly to minimize bursts and spikes of network traffic from Licensee's data center to the Software platform.

Terms and Conditions: NCS is pleased to provide these Services in accordance with this Service Description and the terms and conditions of the NCS Customer Master Services Agreement or Customer's separate signed agreement with NCS, as applicable. When NCS repairs the Customer Computer Device, the Customer understand and agree that NCS may replace original parts with new or used parts from the original manufacturer, or a different one. Replacement parts will be functionally equivalent to the original parts. When shipping components only; NCS will not provide Customer specified production release components for replacement; Customer will receive components in original manufacturer received condition unless otherwise stated in customer agreement. In our discretion, NCS may designate an affiliated company or contract with a third party to complete repairs on the Computer Device. If NCS decide that it is necessary to replace the Computer Device rather than repair it, the Customer will receive a Computer Device equivalent to or upgraded to the Computer Device the Customer originally purchased from us, as determined by us in our sole and reasonable discretion.

Support Does Not Include:

- Any Computer Device located outside of the United States (the fifty (50) states and the District of Columbia).
- Accessories, supply items, operating supplies, peripherals or parts such as batteries, frames, and covers.
- Media replacement for software NCS no longer ships with new Systems.
- Media replacement on non-NCS branded / manufactured software (i.e. Microsoft Office)
- Hardware or software support for Customer Factory Integration ("CFI") products.
- Hardware or software support for non-NCS peripherals.
- Preventative maintenance.
- Installation, de-installation, or relocation services.
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than NCS (or its authorized representatives).
- Support for equipment damaged by misuse, accident, abuse of Supported System or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by Customer (or Customer's agent), moving the Supported System, removal or alteration of equipment or parts identification labels, or failure caused by a product for which NCS is not responsible.
- Support for damage resulting from an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes.
- Any activities or services not expressly described in this Service Description.
- Please read this Service Description carefully and note that NCS reserves the right to change or modify any of the terms and conditions set forth in this Service Description at any time, and to determine whether and when any such changes apply to both existing and future Customers.

NCS Limited Battery Warranty Statement:

NCS Technologies, Inc. warrants to the original purchaser that the notebook Lithium-Ion battery pack is free from defects in material and/or workmanship for a period of one (1) year from the date of delivery. A battery shall also qualify for replacement under warranty if at any time during the warranty period it is unable to hold more than 50% of its original charge capacity. Shipping costs back to NCS must be prepaid by the original purchaser, but there is no charge for the inspection or return shipping of the battery or its replacement. If, upon inspection, NCS determines that the battery is defective in materials or workmanship, a new or refurbished replacement battery shall be provided. The replacement battery is warranted for the remainder of the original warranty or for thirty (30) days from the date of shipment, whichever is longer. The original purchaser must promptly notify NCS in writing if there is a defect in material or workmanship. Written notice in all events must be received by NCS before expiration of the warranty period.

This warranty is not transferable.

Support Does Not Include:

- Hardware or software support for Customer Factory Integration ("CFI") products.
- Preventative maintenance.
- Installation, de-installation, or relocation services.
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than NCS (or its authorized representatives).
- Support for equipment damaged by misuse, accident, abuse of Supported System or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by Customer (or Customer's agent), moving the Supported System, removal or alteration of equipment or parts identification labels, or failure caused by a product for which NCS is not responsible.
- Support for damage resulting from an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes.
- Any activities or services not expressly described in this Statement.
- Please read this Statement carefully and note that NCS reserves the right to change or modify any of the terms and conditions set forth in this Statement at any time, and to determine whether and when any such changes apply to both existing and future Customers.

NCS' and its suppliers' liability for failure to repair the NCS PC product to conform to the warranty after a reasonable number of attempts will be limited to a replacement of the NCS PC product or, at NCS' option, to a refund not to exceed the purchase price of the NCS PC product. These remedies are the original purchaser's exclusive remedies for breach of warranty. Under no circumstances shall NCS or its suppliers be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict liability, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of revenue, loss of data, loss of use of the NCS PC product or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, original purchaser's time, the claims of third parties, including customers, and injury to property.

DISCLAIMER OF WARRANTIES

THE WARRANTY STATED ABOVE IS THE ONLY WARRANTY APPLICABLE TO THIS PRODUCT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ARE HEREBY DISCLAIMED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NCS, ITS AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to the Customer. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Customer. This Warranty gives the Customer specific legal rights, and the Customer may also have other rights that vary from state to state.

IN THE EVENT OF INCONSISTENCY BETWEEN ANY TERMS OF THIS CONTRACT AND ANY TRANSLATION THEREOF INTO ANOTHER LANGUAGE, THE ENGLISH LANGUAGE VERSION SHALL PREVAIL.

THIS DISCLAIMER OF WARRANTIES AND LIMITED WARRANTY ARE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA.

1. Overview

Arcserve support for arcserve products consists of operational assistance and technical support provided by Arcserve support team, in its reasonable judgment, during the term of Arcserve support procured by you. Arcserve will supply its software licenses for customers, who have valid support contract with Arcserve support with Upgrades that are made generally available ("GA") by Arcserve, together with any additional related Documentation.

Support is offered for GA Arcserve products unless arcserve specifically designates that software as not eligible for support or the software is licensed by Arcserve on an "as is" basis without warranties. You are only eligible to receive Arcserve support if you remain current on all applicable licensing and maintenance fees due and payable to Arcserve and are otherwise compliant with your applicable contractual obligations to Arcserve.

This Arcserve Support Policy and Terms is a policy only and may be updated or modified by Arcserve from time to time, in its sole discretion. Your continued use of the Support constitutes your acceptance thereof. The terms and conditions governing your use of the Support and any arcserve-proprietary software, Appliance or Documentation is subject to the applicable license agreement between you and arcserve.

Technical support will be performed in a timely and professional manner by qualified support engineers familiar with the arcserve products which includes:

- For all incidents, direct access to technical support and the ability to open and manage support incidents online through <https://arcserve.zendesk.com> or by seeking assistance via online chat or by telephone.
- 24x7x365 telephone support for Severity 1 incidents for software only issues.
- 24x7x365 access to <https://arcserve.zendesk.com> for online technical support and access to software product and Documentation, downloads, Fixes, Service Packs, patch downloads, user groups, user forums, FAQs, webcast recordings, usage tips, technical updates, as such are made available by Arcserve.
- Interactive remote diagnostic support allowing technical support engineers to troubleshoot an incident securely through a real-time browser-based remote control feature.
- Upgrades for the arcserve product software if and when Arcserve makes them GA. Any arcserve product provided is subject to the same usage limitations and restrictions as the arcserve product originally licensed to you by Arcserve.

Defined terms used in this policy include the following:

"Appliance" means hardware that is bundled with and operates the arcserve software licensed and pre-installed on the hardware.

"Arcserve Support" or "Support" means maintenance and support for arcserve products in addition to warranty support.

"Documentation" means specifications, user documentation, products guides and technical manuals and guides provided by Arcserve with arcserve software.

"Fix" means any change that Arcserve makes to the software, including changes made for purposes of maintaining system compatibility, error correction, improved operation and security and workarounds that establish or help to restore material conformity to the specifications in the Documentation for that software. A "Fix" is generally an interim solution for a specific customer problem, and is typically provided through a targeted point patch or hot fix. A "Fix" may also include any recommendations or advice provided to you including recommendations that you migrate to a current Version or Release, consideration of the incident in developing a future Version or Release of the software, or other steps to close an open incident in accordance with Arcserve support processes.

"Release" means a release of an arcserve product, which may contain minor new software product functionality, code, or compatibility and incorporates all previous Service Packs and Fixes (if any exist) since the last Version. Typically, a Release requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified by Arcserve for a particular product, a Release is tied to the preceding Version and is designated by a number to the right of the decimal point such as 1.1, 1.2, 1.3, etc.

"Self-Service Support" means access to self-help tools provided on arcserve online support, such as software product compatibility information, previously published Fixes, Workarounds, knowledge documents and other arcserve software product solutions.

"Service Pack" means a set of cumulative Fixes for a particular Version or Release of the software, and typically does not contain new features or functionality. A Service Pack will be available as a download from arcserve online support. It is generally installed as a software product overlay (also known as a patch). Service Pack nomenclature is tied to the related Version or Release. For example, a Service Pack relating to Version 1.0 would be designated as 1.0 SP 1, 1.0 SP 2, etc., and a Service Pack for Release 2.1 would be designated as 2.1 SP1, 2.1 SP2, etc.

"Upgrades" software upgrades for Documentation revisions, error corrections, and product enhancements, Service Packs, Versions and Releases for the arcserve product for which arcserve support is provided.

"Version" means a release of an arcserve product that contains major changes in software product functionality, code, or compatibility and incorporates the previous Release (if one has occurred), Fixes and Service Packs (if they have occurred). Typically, a Version requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified by Arcserve for a particular product, a Version is designated by the number to the left of the decimal point such as 1.0, 2.0, 3.0, etc.

"Workaround" means an interim resolution of an incident/problem and may include specific modifications to the software to address critical problems (sometimes also called "hot fixes"). In some cases, the incident addressed by the Workaround will be permanently resolved when you install the next Upgrade; the Workaround itself may be considered final if it materially reduces the impact of an error or defect.

2. Service Level Objectives

Arcserve will use reasonable efforts to meet the service level objectives stated in the Service Level Objectives table below with regard to remedial software support and will provide ongoing efforts to resolve Severity 1 support incidents. All incidents can be submitted to Arcserve on a 24 hours per day, 7 days per week, 365 days per year basis. Due to the complexities of technical environments, the table represents an estimate of response times only and actual response times may vary.

Severity Level Descriptions

"Severity 1" means "System Down" or a product-inoperative condition impacting a production environment for which no Workaround is immediately available, such as (i) production server or other mission critical systems are down; (ii) a substantial portion of mission-critical data is at a significant risk of loss or corruption; (iii) a substantial loss of service; (iv) business operations have been severely disrupted; or (v) an incident in which the software causes catastrophic network or system failure or that compromises overall system integrity or data integrity when the software is installed or when it is in operation (i.e. system crash, loss or corruption of data, or loss of system security) and significantly impacts ongoing operations in a production environment.

"Severity 2" means a high-impact business condition possibly endangering a production environment. The software may operate but is severely restricted.

"Severity 3" means a low-impact business condition with a majority of software functions still usable; however, some circumvention may be required to provide service.

"Severity 4" means (i) a minor problem or question that does not affect the software function, (ii) an error in software product Documentation that has no significant effect on operations; or (iii) a suggestion for new features or software product enhancement.

Service Level Objectives	
Incident Severity	Initial Response Time
1	1 hour
2	2 business hours**
3	4 business hours**
4	1 business day**

** During normal business hours based on the time an incident is initially submitted online, through chat or telephonically.

Chat Support: Chat support is provided to all customers who are entitled to support and will be available during normal business hours of the respective countries. This is to help customers get preliminary level support on queries and product related incidents. At any point in time during the Chat session, if deemed necessary can open a support ticket for an engineer to contact you and work with you for further troubleshooting.

3. Supported Software

Arcserve Support is provided for the latest Version or Release of the software made GA by Arcserve. At arcserve's sole discretion support may be provided for one previous Version or Release ("GA-1") for an arcserve product that has not reached End of Service ("EOS") as set forth in Section 6 below.

4. Supported Appliance Hardware

So long as you remain active on Arcserve Support for the Appliance's software component, arcserve will take your initial request for assistance and provide limited support assistance by telephone for the Appliance. Arcserve has no obligation to support any modifications to the Appliance not performed by arcserve or arcserve's agents, or if the Appliance is not used in accordance with the Documentation. Arcserve has no obligation to replace Appliance or provide additional appliances if future Service Packs, Versions or Releases require appliances other than the originally procured Appliance in order to function according to the applicable Documentation. Arcserve recommends that you refresh your Appliance every three years to help maintain suitable processor performance.

5. Customer Responsibilities

In order to receive Arcserve Support, you must maintain a supported environment, which includes the current Versions and Releases and Service Packs of arcserve product. All computer hardware, operating systems, and third party software associated with the affected arcserve product must be maintained on the latest releases and version levels from the manufacturer that arcserve designates as compatible with the arcserve product.

In order to receive arcserve support, you must provide the following:

- Site identification number,
- Appliance serial number,
- Incident severity level (determined in accordance with arcserve's incident Severity Level Descriptions above)
- Software/Release/Version/Service Pack
- Operating system/version, platform,
- Description of the problem or incident,
- Log files/test case, memory dumps, and file listings as required.
- Name(s) and contact information, including email addresses and telephone numbers, for technical personnel who are familiar with the problem or incident and your environment.
- Diagnostic routines if provided by arcserve and inform arcserve of the results.

In order to maintain an incident at Severity 1 status, arcserve may require that you make a technical contact continuously available to arcserve to provide further documentation and other information pertinent to the incident, as well as perform resolution testing and other activities necessary for Arcserve to provide continuous efforts in progressing the incident. If you are unable to provide such a resource, arcserve may reduce the severity level of the incident.

6. Technical Support Limitations

On-site maintenance and support services are not within the scope of Arcserve Support.

Arcserve shall not be obligated to provide technical support for non-arcserve product, arcserve product that is not used in accordance with the product Documentation, modifications to the arcserve product, any code not part of the base arcserve product, product functionality or problems associated with software products running on unsupported hardware, operating systems, or third party software.

Arcserve shall not be responsible for any changes in your hardware or operating environment that may be necessary as a result of a Workaround or Fix. You acknowledge that any changes you elect to make to your operating environment may detrimentally affect the performance of arcserve product and, despite the technical support to be provided hereunder, Arcserve shall not be responsible for such effects upon, or any resulting degradation in performance of, the arcserve product. Arcserve is not required to provide technical support if you do not perform your responsibilities as stated herein.

Consulting services are not provided as part of Arcserve Support. Arcserve Support does not include performing deployments, installations or roll-outs.

7. Hardware Onsite Support

Onsite support programs are available in 1-year and 3-year increments and pricing is determined by a combination of system price, warranty type, and length of coverage.

Coverage excludes software-related failures, acts of nature such as electrical storms, floods or fire, acts of war and terrorism, criminal acts, and the user's damage or negligence.

Help Desk troubleshooting and diagnostics is required to identify the failure and determine the appropriate actions and service components needed onsite prior to dispatching a technician. The Help Desk will then coordinate the components and the field engineer to perform the onsite repair within the terms of the program. Onsite Support is hardware replacement only and does not include onsite troubleshooting or any software services.

For 4-Hour Response support, a "Spares Kit" is required on premises to meet the support coverage timeframe. For "Next Business Day" support, the diagnosis must be complete by 3:00 p.m. local time or the next business day becomes the day following.

Domestic Onsite Support

24x7 – Next Business Day (NBD)

- All calls can be logged with arcserve on a 24 hours per day, 7 days per week, 365 days per year basis. Arcserve will use reasonable efforts to meet the service level objectives stated in the Service Level Objectives above. This is during normal business hours, as published on "Arcserve Support Online".
- If a customer is facing a Severity 1 situation outside of normal business hours for their location, they would follow the normal process for submitting the support request. However please note that after normal business hours the support for severity 1 tickets will be English Only.
- Once diagnosis is complete and components are onsite, a technician is dispatched next business day.
- Components are supplied through the standard warranty of our partner and shipped overnight from the headquarters of our partner.
- Onsite repairs occur during the coverage hours between 8:00 a.m. to 5:00 p.m. local time, Monday through Friday; any onsite requirements outside of coverage hours or on holidays are handled at established time and materials rates.
- Observed holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after, Christmas Eve and Christmas Day.

24x7 – 4-Hour Response

- All calls can be logged with arcserve on a 24 hours per day, 7 days per week, 365 days per year basis. Arcserve will use reasonable efforts to meet the service level objectives stated in the Service Level Objectives above. This is during normal business hours, as published on "Arcserve Support Online".
- If a customer is facing a Severity 1 situation outside of normal business hours for their location, they would follow the normal process for submitting the support request. However please note that after normal business hours the support for severity 1 tickets will be English Only.
- A "Spares Kit" must be purchased with this warranty and components must be onsite prior to dispatching a technician.
- A technician will be onsite within 4 hours of diagnosis as long as proper components are onsite within the spare part kit.
- Onsite support that requires components not in the "Spares Kit" reverts to "Next Business Day" Support once the replacement components arrive on premises.

International Onsite Support

"Next Business Day" coverage is available in most major cities in unrestricted countries worldwide; 4-hour coverage is available in most major cities except remote areas where it would be impractical. New locations and service-level enhancements are added frequently. Contact your arcserve account manager for comprehensive, up-to-date international coverage.

Regardless of the support program selected, response times go into effect once the replacement component arrives on premises. The lead time for expediting components internationally from US headquarters of our partner must take into account time in transit, customs clearance, and time en route to its destination.

24x7 – Next Business Day

- All calls can be logged with arcserve on a 24 hours per day, 7 days per week, 365 days per year basis. Arcserve will use reasonable efforts to meet the service level objectives stated in the Service Level Objectives above. This is during normal business hours, as published on "Arcserve Support Online".
- If a customer is facing a Severity 1 situation outside of normal business hours for their location, they would follow the normal process for submitting the support request. However please note that after normal business hours the support for severity 1 tickets will be English Only.
- Once diagnosis is complete and components are onsite, a technician is sent out next business day.
- Components are supplied through the standard warranty of our support partner and shipped overnight from their headquarters in the United States.
- Onsite repairs occur during the coverage hours between 8:00 a.m. to 5:00 p.m. local time, Monday through Friday; any onsite requirements outside of coverage hours or on recognized holidays are handled at established time and materials rates.
- Observed holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after, Christmas Eve and Christmas Day.

24x7 – 4-Hour Response

- All calls can be logged with arcserve on a 24 hours per day, 7 days per week, 365 days per year basis. Arcserve will use reasonable efforts to meet the service level objectives stated in the Service Level Objectives above. This is during normal business hours, as published on Arcserve Support Online.
- If a customer is facing a Severity 1 situation outside of normal business hours for their location, they would follow the normal process for submitting the support request. However please note that after normal business hours the support for severity 1 tickets will be English Only.
- A "Spares Kit" must be purchased with this warranty and components must be onsite prior to dispatching a technician.
- A technician will be onsite within 4 hours of diagnosis as long as proper components are onsite within the spare part kit. Onsite Support that requires components not in the "Spares Kit" reverts to "Next Business Day" Support once the replacement components arrive on premises.

Onsite Support Process

Prior to calling for hardware support, the user will need to locate the failed system's serial number to provide to Help Desk personnel to identify the system and its components and verify the level of Support coverage. This allows a quicker and more effective diagnosis. The user will also need to provide the site name, address, telephone number, the site contact name, and they should be prepared to provide a brief description of the problem.

Help Desk

Arcserve onsite hardware support partner will open a ticket and work with the user to troubleshoot the issue.

Once a diagnosis our support partner will make arrangements to send replacement components and dispatch a technician. Replacement components are shipped from the headquarters of our partner in America unless inventory is in forward stocking locations.

Our support partner will issue an RMA and produce the return shipping label for defective component(s)/system after the repair is complete. The site contact will be regularly updated on the progress of the service call until the problem is resolved, generally by telephone unless a printed report by email or fax is requested. In most cases our support partner covers the cost of overnight shipping, duties and taxes.

8. End of Service Policy

In accordance with this policy, arcserve decides, at its sole discretion, when an arcserve product Version or Release will be designated "end of service" ("EOS") and what the end of service date ("EOS Date") will be. Arcserve may also decide to withdraw support for a particular operating system, platform, application or database by following the EOS process. When a Version or Release reaches its EOS Date, new development and provision of new Service Packs or Fixes will not be provided for the EOS Version or Release and arcserve support will cease. Previously published Service Packs and Fixes for the EOS Version or Release will continue to be available as part of Self-Service support.

Arcserve will use reasonable efforts to provide licensees with a minimum of twelve (12) months' notice prior to the EOS Date of a Version or Release. If a third party withdraws support for an operating system, platform, application or database, arcserve may not be able to provide a longer period of EOS notice than that provided by the third party. Notifications of software product status may include upgrade or migration path information.

9. Appliance Warranty/RMA Policy

Appliance Warranty Coverage: Arcserve warrants to you that for all Appliances licensed by you from arcserve shall be delivered product in good working order free from defects in workmanship. In the case of product arriving in non-conforming condition, arcserve agrees to repair or replace said product as per the time periods specified in Exhibit B.

Warranty Period: All warranty periods shall begin from the date a product is invoiced unless otherwise stipulated.

Exclusive Remedy: You and your exclusive remedy and arcserve's sole liability is that arcserve will remedy, repair or replace any Appliance that fails during the Warranty Period. You agree that parts utilized in warranty services may be remanufactured and/or refurbished.

Limitations: The above warranties extend only to you and are contingent upon proper use of the Appliances as set forth in the Appliance Documentation and usage manual(s). The warranties will not apply to any failure caused by: (i) unusual physical, electrical or electromagnetic stress, in each case beyond the specifications provided in the Appliance documentation; neglect; misuse; fluctuations in electrical power beyond specifications; failure of air conditioning or humidity control; (ii) any equipment of software used with the Appliance that is not furnished by arcserve or authorized in writing to be used by arcserve; or (iii) installation, alteration or repair of the Appliance by anyone other than arcserve or as authorized in writing by arcserve.

RMA Process: Under no circumstances shall you return any allegedly non-conforming Appliance to arcserve except pursuant to a written Return Merchandise Authorization (RMA) issued by arcserve.

10. Stabilization Policy

An arcserve product becomes stabilized when no future enhancements, Versions, Releases, development or Service Packs are planned, but all other arcserve support features remain in effect, including Self-Service Support. Features and functionality are frozen at the current Version or Release level. You will receive notice that an arcserve product Version or Release has become stabilized. Notifications of software product status may include upgrade or migration path information. As this is generally the phase preceding an EOL phase, you may be offered the opportunity to license an alternate arcserve product which provides similar or, in some cases, enhanced functionality.

11. Appliance End of Life Policy

Arcserve decides, at its sole discretion, when an arcserve product will be designated EOL and what the end of life date ("EOL Date") will be. When an arcserve product reaches its EOL Date, no future development, Upgrades, Service Packs or Fixes and Firmware, will be provided for any Version or Release of the arcserve product and arcserve support for the arcserve product will cease. However, after the EOL Date, Arcserve will continue to provide Self-Service Support for the remaining agreed upon maintenance period.

12. Notifications

Any notifications described herein may be provided to you by your arcserve representative; by letter, fax or email, and/or by posting on online support.

Exhibit A**Arcserve Warranty Service Policy**

Arcserve will provide either a one (1) year or three (3) year limited warranty on the Appliance hardware products beginning on the invoice date.

Technical Support

The Technical Support department is open Monday through Friday with a "follow the sun" methodology and can be contacted via the support contact details in the arcserve.com web site. Arcserve will work with Customer to troubleshoot and diagnose Appliance product issues.

Four Types of Hardware SupportWarranty Depot Repair

Under warranty depot repair, Appliance product(s) are shipped to Arcserve

On-Site Repair

On-site repair is available upon request for an additional charge.

RMA Information

A valid RMA number is required to return any product to Arcserve. To obtain an RMA, Customer shall contact arcserve's Technical Support department. Arcserve reserves the right to use re-manufactured or refurbished product to replace defective products. In the event an Appliance product has become end of life and is no longer available Arcserve will work with Customer to choose a mutually agreed upon replacement.

Ship all RMA's to:

Arcserve Support
Attn: RMA (RMA number)
Address TBD
City, State, Zip Code

- The RMA number must be clearly marked on the outside of the packaging.
- All RMAs must be shipped using adequate packaging. Customer will contact arcserve support, if needed, for guidance on proper packaging.
- All RMAs should be shipped using a reputable carrier that offers package tracking and insurance.
- Any shipping damage or lost RMAs will be the responsibility of Customer.

Information for RMA Request:

- Product Serial number (this is typically a 12 digit number found on the back on the Product)
- Customer contact name, phone number, email
- Description of problem and any troubleshooting already performed
- Level of service requested (part to be replaced, full system replacement, etc.)
- Shipping service requested (if expedited, to what level)
- Shipping address

Defective parts return

- Must be received within 15 days of RMA issuance.
- All defective parts returned after 30 days are subject to a re-stocking fee
- After 45 days the product is no longer returnable for credit.

Turnaround Time

Note: All times are estimates and are not guaranteed. Times vary based on parts availability and the extent of the problem. Estimates represent repair time in business days and do not include shipping time.

- DOA Systems (3 – 5 days)
- Warranty Repair Systems (5 – 10 days)

Modified Components

Modifying a component voids the warranty with the manufacturer of that component. In the event Arcserve is requested to modify a component Customer assumes the responsibility to replace the modified component should it fail.

Shipping Charges

In the event an RMA is needed for a defective Appliance product, Arcserve will cover the cost for domestic UPS ground shipping to Customer or End User. All inbound domestic and international shipping and outbound international shipping is the responsibility of Customer. Expedited shipping is available for an additional charge. In the event an Appliance product is returned and is deemed non-defective, warranty denied, or not authorized, there will be a charge to ship the Appliance product back to Customer. The cost of shipping will vary based on the returned item.

Shipping Damage

Arcserve provides transportation insurance for all shipments. If an item is damaged in shipping it is the responsibility of Customer to notify Arcserve of the shipping damage immediately. All original packaging must be retained for proper inspection in the claims process. Failure to retain original packaging or to contact Arcserve within 7 days of receipt of Product(s) may result in a denied claim. If a 3rd party shipping company is used, it is the responsibility of the 3rd party to handle the claims process and replacement product.

DOA Coverage

A Product is considered DOA if within the first 30 days of the Warranty any Appliance product or workmanship defects are present in the Appliance product supplied by Arcserve. Arcserve will cover the cost of domestic shipping to and from Customer or End User via the original ship method. (Definition of DOA: Any unit that will not boot up. All other issues upon receipt of unit are not considered DOA.)

North American On-site Appliance Warranty

On-site Appliance warranty is available for purchase on every Appliance product. This on-site warranty is provided through third party contract. Coverage includes phone support to diagnose any issues and on-site Appliance hardware replacement only. Customer will contact their arcserve account manager for on-site warranty options and pricing.

Warranty Exclusions

While Arcserve provides a complete and comprehensive warranty there are items and special circumstances that are not covered by arcserve's warranty. Arcserve is not responsible for lost data on storage media such as hard drives, tape devices, and disk on modules. Any damage done due to these added components, is not covered by arcserve's warranty.

Items not covered:

- Components not provided by Arcserve
- Customer Supplied Product installed by Arcserve
- Products damaged by accident, misuse, abuse, improper handling, or environmental conditions
- Products that have been physically damaged, written on, or altered/reworked in any way
- Products that have been defaced or had their labels or serial tags removed
- Products that show evidence of tampering
- External components such as keyboards, mice, cables

Out of Warranty Repair

Out of Warranty Product(s) are not covered by Arcserve

Channel End User Terms: Software

1. INTRODUCTION

1.1 By executing these Channel End User Terms in writing, purchasing or using the , the end user ("End User" or "Customer") agrees to these Channel End User Terms for Arcserve Software ("Software Terms"). Customer understands and agrees that Customer's right to use the Arcserve Software, ordered by Customer and submitted to Arcserve by an Authorized Arcserve Partner, is subject to Customer's compliance with this Agreement. The Software Terms will be the version that is in effect at the time that Arcserve receives an order from an Authorized Arcserve Partner.

2. DEFINITIONS

2.1 "Access" means use of Arcserve Software remotely by an Authorized End User.

2.2 "Affiliate" with respect to Customer means any legal entity in which the Customer directly or indirectly Controls.

2.3 "Agreement" means these Software Terms and the License Metric for the applicable Arcserve Software, and any document incorporated expressly therein by reference.

2.4 "Authorized End Users" means Customer, Ordering Agency, Affiliate and their employees and independent contractors (but excluding any outsourcer facilities management providers, managed service provider, or application service provider) that are bound by terms and condition no less restrictive than those contained herein and are acting on behalf of Customer and not a third party.

2.5 "Authorized Use Limitation" means the quantity of the Arcserve Software authorized by Arcserve in accordance with the License Metric specified in the order between Arcserve and the Authorized Arcserve Partner.

2.6 "Authorized Arcserve Partner" means an entity having a valid, current authorization from Arcserve to market, offer and resell to Customer the right to use the Arcserve Software. Customer may find information regarding authorized Arcserve Partners here: www.ca.com/partners.

2.7 "Arcserve Software" means the computer software programs, either provided individually or packaged as a software appliance, made generally available, including all Versions, Releases, provided as part of Support if applicable.

2.8 2.4 "Confidential Information" means any information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, that is exempt from disclosure under the Freedom of Information Act (FOIA), 5 U.S.C. §552(b) under one or more exemptions to that Act, and/or any information that by its form, nature, content or mode of transmission would to a reasonable recipient be deemed confidential or proprietary, including, without limitation, Arcserve Offerings, Documentation, and any benchmark data and results produced.

- 2.9 "Control" means ownership or control of greater than fifty percent (50%) of an entity's shares or control of the board of such entity by force of law or contract, or the equivalent.
- 2.10 "Distributed" means the Arcserve Software designated as distributed that is generally used for independent usage across individuals systems or hardware based on the Licensed Metric in a decentralized form of computing.
- 2.11 "Documentation" means the documentation, technical product specifications and/or user manuals, published by Arcserve or any entity within a Arcserve group of companies (each a Arcserve entity) that is made generally available with Arcserve Software.
- 2.12 "License Metric" means the specific criteria published or maintained by Arcserve for measuring the usage of the Arcserve Software (such as MIPS, CPUs, tiers, servers, or users).
- 2.13 "Mainframe" means Arcserve Software designated as mainframe that is generally used for a large capacity processor that provides links to users through less powerful devices such as workstations or terminals based on the Licensed Metric in a centralized form of computing.
- 2.14 "Maintenance" means the provision of new Releases made available while on active Support or new Versions if applicable to the generally available Arcserve Software licensed by Customer.
- 2.15 "Parties" means individually and or collectively Arcserve and or the Customer.
- 2.16 "Perpetual License" means a license to use Arcserve Software for an indefinite period subject to compliance with the Agreement.
- 2.17 "Release" means a general available release of a Arcserve Software which may contain minor new software product functionality, code, or compatibility and incorporates all previous fixes (if any exist) since the last Version. Typically, a Release requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified by Arcserve for a particular product, a Release is tied to the preceding Version and is typically designated by a number to the right of the decimal point such as 1.1, 1.2, 1.3, etc.
- 2.18 "Subscription" or "UMF" (Usage and Maintenance Fee) license means a license to use Arcserve Software for a specific period of time which shall include Support unless otherwise specified by Arcserve in its order with the Authorized Arcserve Partner.
- 2.19 "Support" means the provision of technical support and Maintenance provided for a particular Arcserve Software as specified in the Authorized Arcserve Partner's order with Arcserve.
- 2.20 "Term" means the period for which Customer is authorized to use the Arcserve Software as specified in Arcserve's order with Customer's chosen Authorized Arcserve Partner.
- 2.21 "Territory" is the location where Customer is authorized to install the Arcserve Software as specified in the Authorized Arcserve Partner's order with Arcserve.

2.22 "Version" means a release of a Arcserve Software that contains major changes in software product functionality, code, or compatibility and incorporates the previous release (if one has occurred), fixes and service Packs (if they have occurred). Typically, a Version requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified by Arcserve for a particular product, a Version is designated by the number to the left of the decimal point such as 1.0, 2.0, 3.0, etc.

3. ORDERING AND DELIVERY

12.1 3.1 Customer agrees that its authorization to use any Arcserve Software is based upon, and subject to, the order made on its behalf to Arcserve by an Authorized Arcserve Partner and that Customer shall not make use of a Arcserve Software beyond the scope authorized by Arcserve as part of such order, including without limitation, the License Metric. Arcserve will deliver or make available a Arcserve Software to Customer only upon, and in accordance with, Arcserve's execution of an order with the Authorized Arcserve Partner. Unless expressly required by U.S. Federal law in subcontracts for commercial information technology, neither an Authorized End User issued purchase order, nor the terms of an order between Ordering Activity and the Authorized Arcserve Partner shall modify the terms of the documents indicated herein.

3.2 The Arcserve Software will be delivered by Arcserve to Customer either by electronic delivery (ESD) or in tangible media carriage paid to (CPT), as defined in INCOTERMS 2010, from Arcserve's shipping point. Arcserve agrees to be responsible for all customs duties and clearances and title to any Arcserve hardware if included will pass upon point of delivery to carrier at Arcserve's shipping location.

4. CONFIDENTIAL INFORMATION

4.1 The Parties agree that when receiving Confidential Information from the disclosing Party, that the receiving Party shall hold it in confidence and shall not disclose or use such information except as permitted under the Agreement. The receiving Party shall treat the disclosing Party's Confidential Information confidentially and in the same manner as it treats its own proprietary and/or confidential information, which shall not be less than a reasonable standard of care, and the receiving Party shall use Confidential Information only for the purposes described in the Agreement. Confidential Information may be disclosed to receiving Party's Authorized End Users (Ordering Agencies), employees, agents, financial advisors, contractors, consultants, and attorneys on a need-to know basis and the receiving Party shall ensure that such persons maintain such Confidential Information pursuant to the terms of the Agreement.

4.2 The receiving Party shall be permitted to disclose Confidential Information in connection with a judicial or administrative proceeding to the extent that such disclosure is required under applicable law or court order, provided that the receiving Party shall, where reasonably possible, give the disclosing Party prompt and timely written notice of any such proceeding and shall offer reasonable cooperation in any effort of the disclosing Party to obtain a protective order.

4.3 For the purposes of the Agreement, Confidential Information shall exclude: (i) information which the receiving Party has been authorized in writing by the disclosing Party to disclose without restriction; (ii) information which was rightfully in the receiving Party's possession or rightfully known to it prior to receipt of such information from the disclosing Party; (iii) information which was rightfully disclosed to the receiving Party by a third Party having proper possession of such information, without restriction; (iv) information which is part of or enters the public domain without any breach of the obligations of confidentiality by the receiving Party; and (v) information which is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information.

4.4 Nothing in the Agreement will (i) preclude Arcserve from using the ideas, concepts and know-how which are developed in the course of providing any Arcserve Software to Customer or (ii) be deemed to limit Arcserve's rights to provide similar Arcserve Software to other customers. Customer agrees that Arcserve may use any feedback provided by Customer related to any Arcserve Software for any Arcserve business purpose, without requiring consent including reproduction and preparation of derivative works based upon such feedback, as well as distribution of such derivative works.

4.5 The receiving Party agrees, upon request of the disclosing party, to return to the disclosing Party all Confidential Information in its possession or certify the destruction thereof.

4.6. For Arcserve Software (including code) and Documentation, the material terms of the Agreement, and Customer's and/or Arcserve's Confidential Information expressly designated in writing as perpetually confidential, the obligations of this section are perpetual and shall survive termination. For all other Confidential Information, the foregoing obligations shall extend for five (5) years from the date of initial disclosure.

4.7 An Ordering Activity shall also be permitted to disclose Confidential Information when required under the Freedom of Information Act, 5 U.S.C. § 552, and retains the discretion to determine whether Confidential Information falls within any exemptions to disclosure under that statute. Additionally, Arcserve recognizes that courts of competent jurisdiction may require certain information to be released.

5. TITLE

5.1. Arcserve retains all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all Arcserve Software and any derivatives thereof. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under the Agreement is exchanged between the Parties.

6. SOFTWARE OFFERING & OBLIGATIONS

6.1. Arcserve grants the Customer a limited, non-exclusive, non-transferable license, for the Term:

6.1.1.1.1. install and deploy the Arcserve Software in the Territory up to the Authorized Use Limitation.

6.1.1.1.2. permit its Authorized End Users Access to the Arcserve Software for Customer's and Affiliates' internal business wherever located.

6.1.1.1.3. make a reasonable number of copies of the Arcserve Software for disaster recovery "cold standby", backup and archival purposes. Use of such copies is limited to testing Customer's disaster recovery procedures and effectiveness and as is necessary during any reasonable period subsequent to the occurrence of an actual disaster during which Customer cannot operate the Arcserve Software.

6.1.1.1.4. relocate Arcserve Software to a new Customer location within the Territory upon prior written notice.

6.2. The specifications and specified operating environment information of the Arcserve Software may be found in the Documentation accompanying the Arcserve Software, if available (e.g., a user manual, user guide, or readme.txt or notice.txt file).

6.3. Upon request by Arcserve, Customer agrees to provide records reasonably requested by Arcserve to verify its compliance with the Authorized Use Limitation during the period in which Customer is licensed to use the Arcserve Software and for a period of twelve (12) months after expiration including certified copies of statements or records as applicable as long as Arcserve is in compliance with licensee's security requirements, as provided to Arcserve by Licensee/Customer. Such reports will be based on the License Metric for the Arcserve Software ordered for Customer, as specified in the Authorized Arcserve Partner's order with Arcserve.

6.4. The grant of license is contingent upon Customer's compliance with the following obligations set out under this provision: Customer agrees, that it shall not: (i) access or use any portion of the Arcserve Software not expressly authorized by Arcserve in its order with the Authorized Arcserve Partner or the Documentation of the Arcserve Software; (ii) cause or permit de-compilation, reverse engineering, or otherwise translate all or any portion of the Arcserve Software; (iii) modify, unbundle, or create derivative works of the Arcserve Software and/or Documentation; (iv) rent, sell, lease, assign, transfer or sublicense the Arcserve Software or use the Arcserve Software to provide hosting, service bureau, on demand or outsourcing services for the benefit of a third party; (v) remove any proprietary notices, labels, or marks on or in any copy of the Arcserve Software or Documentation; (vi) use the Arcserve Software beyond the Authorized Use Limitation.

6.5. Arcserve reserves the right, on notice to the Customer, to conduct an audit remotely or onsite of Customer and/or its Affiliates facilities to verify Customer's compliance with the terms of the Agreement as long as Arcserve is in compliance with licensee's security requirements, as provided to Arcserve by Licensee/Customer. Arcserve agrees that such audit shall be conducted during regular business hours at Customer's offices and Arcserve shall endeavor to conduct such audit so as not to interfere unreasonably with Customer's activities and/or use an independent third party to conduct the audit subject to terms of non-disclosure if required. Arcserve also agrees to comply with all of Customer's security requirements before accessing Customer's site.

6.6. All rights not specifically granted hereunder are expressly reserved.

7. SUPPORT OFFERING

7.1 If Support is purchased by Customer, Arcserve will provide Customer with technical support for the Arcserve Software, according to the Support specified in the Authorized Arcserve Partner's order with Arcserve, to operate according to the Documentation, help desk support and Maintenance for the Arcserve Software based on Support guidelines as described on <http://www.support.ca.com>. 7.2 In order to initiate an issue, Customer will provide Arcserve sufficient information so that Arcserve can provide assistance to Customer in a timely manner.

7.3 Arcserve will provide a minimum of twelve months prior written notice to Customer if Arcserve ceases to provide new Versions or Releases for a Arcserve Software product.

7.4 Arcserve will renew Support for the Arcserve Software upon its acceptance of an order with an Authorized Arcserve Partner for such Support.

8. THIRD PARTY TERMS

In the event that the Arcserve Software contains third-party software components, additional terms, notices and/or information that may be applicable to such third-party software components may be found in the Documentation accompanying the Arcserve Software (e.g., a user manual, user guide, or readme.txt or notice.txt file) The parties acknowledge that the terms of this agreement do not apply to such third party technology. The applicability of any third party technology license agreement specified in the program documentation or readme files or notice files that may be delivered to you with any Arcserve component shall be determined solely between you and the third party licensor. Arcserve shall have no liability to you or to any other party arising out of such third party license agreement.

9. WARRANTY

9.1 For Distributed Software. Arcserve warrants that the Arcserve Software will operate materially in accordance with the applicable specifications set forth within the Documentation for a period of ninety (90) days after delivery of the Arcserve Software to Customer subject to Customer's compliance with the Agreement.

9.2 For Mainframe Software. Arcserve warrants that the Mainframe Software will operate materially in accordance with the applicable specifications set forth within the Documentation for the Term, subject to Customer's compliance with the Agreement.

10. PERFORMANCE WARRANTY REMEDY

10.1. If Arcserve has breached either warranty set forth in the section entitled: Performance Warranty, Customer's remedy is for Arcserve to, in consultation with Customer, to either (i) use reasonable efforts consistent with industry standards to cure the defect, or (ii) replace the Arcserve Software(s) with one that materially complies with the Documentation, or (iii) terminate the license and provide a pro-rata refund to the Authorized Arcserve Partner of the license fees paid and or Support fees. If option (iii)

applies, the pro-rata refund shall be calculated on the number of months left remaining on the Term of the applicable Transaction Document or if the Arcserve Software is licensed under a Perpetual License, using (only for purposes of a refund calculation) an amortization schedule of three (3) years.

10.2. Warranty remedies are conditioned upon (i) any error or defect complained of is reasonably reproducible by Arcserve, (ii) the Arcserve Software is not modified and is being used in accordance with Arcserve Documentation, and (iii) the breach is not attributable in whole or in part to any non-Arcserve product(s) or service(s).

10.3. THE ABOVE WARRANTIES ARE THE SOLE WARRANTIES PROVIDED BY ARCSERVE. NO OTHER WARRANTIES, INCLUDING THAT THE ARCSERVE SOFTWARE IS ERROR FREE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR SUITABILITY AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY ARCSERVE OR ITS SUPPLIERS.

11. INDEMNIFICATION

11.1. Arcserve will indemnify, defend and hold harmless Customer's use of the specific Arcserve Software licensed or purchased by Customer under this Agreement infringes any valid US patent or copyright within the jurisdictions where Customer is authorized to use the Arcserve Software at the time of delivery. Arcserve may, at its option and expense: (i) procure for Customer the right to continue to use the Arcserve Software; (ii) repair, modify or replace the Arcserve Software so that it is no longer infringing; or (iii) provide a prorated refund to the Authorized Arcserve Partner of the fees paid for the Arcserve Software which gave rise to the indemnity calculated against the remainder of the Term from the date it is established that Arcserve is notified of the third Party claim. For Arcserve Software licensed on a perpetual basis, an amortization schedule of three (3) years shall be used for the basis of the refund calculation. 12.2 Arcserve shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the Arcserve Software except a modification by Arcserve, (ii) if the Arcserve Software is not being used in accordance with Arcserve's specifications, related documentation and guidelines, (iii) if the alleged infringement would be avoided or otherwise eliminated by the use of a Arcserve published update or patch, (iv) if the alleged infringement is a result of use of the Arcserve Software in combination with any third party product. The indemnifications contained herein shall not apply and Arcserve shall have no liability in relation to any Arcserve Software produced by Arcserve at the specific direction of Customer. THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF Arcserve REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.

11.2.

11.3.

11.4. The above indemnities are contingent upon Customer providing prompt notice of any claim of infringement and assistance in the defense thereof. Arcserve will be given an opportunity to intervene in any suit or claim filed against the Customer, at his own expense, through counsel of his choosing.

Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

12. LIMITATION OF LIABILITY

EXCEPT IN THE CASE OF A BREACH OF TITLE, INFRINGEMENT OF ARCSERVE'S INTELLECTUAL PROPERTY RIGHTS OR CONFIDENTIALITY, OR OF THIRD PARTY CLAIMS ARISING UNDER THE INDEMNIFICATION SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NEITHER PARTY (SHALL BE LIABLE FOR A) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, DAMAGES RELATING TO MONIES SAVED OR FEES GENERATED AND OR ANY LOSS OF DATA BY USE OF ANY ARCSERVE SOFTWARE, REGARDLESS OF WHETHER A PARTY WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES; AND B) IN NO EVENT WILL A PARTY'S LIABILITY, EXCEED THE FEES PAID AND OR OWED TO ARCSERVE FOR THE THEN CURRENT INITIAL OR RENEWAL TERM FOR WHICH THE CUSTOMER HAS PROCURED THE ARCSERVE SOFTWARE. The foregoing exclusion/limitation shall not apply to (1) fraud; (2) to express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into this contract, including without limitation the GSAR 552.215-72 Price Adjustment – Failure to Provide Accurate Information (August 1997) or GSAR 552.238-75 Price Reductions (May 2004) Alternate I (May 2003); or (3) for any other matter for which liability cannot be excluded by law.

13. TERM & TERMINATION

13.1. This Agreement shall continue in effect unless otherwise terminated in accordance with this section.

13.2. When the end user is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Arcserve shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

13.3. Termination does not release either Party from any liability which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have under law or in equity with respect to any breach of this Agreement.

14. DISPUTE RESOLUTION

When the end user is an instrumentality of the US Government, this is a contract with the US Government and is subject to Federal law of the United States, including the Federal Acquisition Regulation. Venue and jurisdiction of any disputes are determined by the applicable federal statute (Federal Tort Claims Act, Contract Disputes Act, etc.).

15. GENERAL TERMS

15.1. **Amendments.** The terms of the Agreement may only be amended by mutual written agreement of the Parties.

15.2. **Force Majeure.** Except for payment obligations and obligations pertaining to non-disclosure, notwithstanding any contrary provision in the Agreement, neither Party will be liable for any action taken, or any failure to take any action required to be taken, in the event and to the extent that the taking of such action or such failure arises out of causes beyond a Party's control, including, without limitation, war, civil commotion, act of God, strike or other stoppage of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal).

15.3. **Independent Contractors.** The Parties expressly agree that the relationship between them is that of customer-independent contractor.

15.4. **Customer Data.** If Customer transfers any personal data to Arcserve as a requirement pursuant to any Arcserve Software, then Customer represents that (i) it is duly authorized to provide personal data to Arcserve and it does so lawfully in compliance with relevant legislation, (ii) Arcserve and any entity within the Arcserve group of companies (each a "Arcserve entity") or its subcontractors can process such data for the purposes of performing its obligations and (iii) Arcserve may disclose such data to any Arcserve entity and its subcontractors for this purpose and may transfer such data to countries outside of the country of origin. Arcserve, Inc. is Safe Harbour certified and the Arcserve Entities have committed to comply with relevant data protection/privacy legislation. The foregoing notwithstanding Arcserve must be in compliance with licensee's security requirements.

15.5. **Assignment.** If Arcserve assigns or sells or otherwise transfers its rights to a business or product line or substantially all of its assets and provided such Party agrees to perform the obligations under the Agreement, then Arcserve may transfer its rights and obligations under the Agreement upon written notice to Customer. Licensee may assign this Agreement only if Licensee complies with Arcserve's then prevailing policies respecting assignment of licenses, which includes a requirement that the scope of use of the Product not be expanded beyond the business of Licensee and the business of Licensee's majority-owned subsidiaries. Assignment by Arcserve is subject to FAR 42.12 "Novation and Change-of-Name Agreements" (Sep. 2013). . The Agreement shall be binding on the Parties hereto and their respective successors and assigns.

15.6. **Import Export.** Customer acknowledges that the Arcserve Software is subject to control under U.S. law, including the Export Administration Regulations (15 CFR 730-774) and agrees to comply with all applicable import and export laws and regulations. Customer agrees that the Arcserve Software will not be exported, re-exported or transferred in violation of U.S. law or used for any purpose connected with chemical, biological or nuclear weapons or missile applications, nor be transferred or resold, if Customer has knowledge or reason to know that the Arcserve Software is intended or likely to be used for such purpose.

15.7 **Maintenance Reinstatement Fees.** If Authorized End User fails to pay the applicable maintenance fee, then Licensee may reinstate maintenance thereafter by paying to Arcserve a fee equal to 100% of Arcserve's then prevailing maintenance fee under the GSA Schedule contract for each year for which the maintenance fee has not been paid.

15.7. **Announcements.** Neither Party may issue press releases relating to the Agreement without approving the content with the other Party. 15.8. **Counterparts.** This Agreement, as applicable, may be signed in any number of counterparts by the Parties and each part shall be considered part of the whole and valid, legally binding document.

15.9. **Notice.** All notices hereunder shall be delivered to the other Party identified in the Agreement either personally, via certified mail, facsimile or overnight courier. If delivered personally, notice shall be deemed effective when delivered; if delivered via facsimile, notice shall be deemed effective upon electronic confirmation; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.

15.10. **Headings.** The section headings used herein are for information purposes only and shall not affect the interpretation of any provision of this Agreement.

15.11. **Validity.** In the event any term or provision of the Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Agreement.

15.12. **Third Parties.** This Agreement shall not create any rights in favor of, or any obligations owed by, any third party. The Parties agree that any action arising from this Agreement shall solely be brought by Customer or Arcserve.

15.13. **Choice of Law.** The Agreement shall be governed by United States Federal Law.

15.14. **Survival.** Sections pertaining to Confidentiality, Title, Limitation of Liability, Termination, and Import Export shall survive termination of this Agreement.

15.15. **Entire Agreement.** The Agreement and all documents incorporated by reference therein shall comprise the entire agreement as pertaining to the subject matter thereof and all other prior representations, proposals, and other such information exchanged by the Parties concerning the subject matter is superseded in their entirety by the Agreement. Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, in the order of the greatest control to the least: (1) U.S. Federal law, (2) this License Agreement.

Notwithstanding the foregoing, unless expressly required by U.S. Federal law in subcontracts for commercial information technology, neither an Authorized End User issued purchase order, nor the terms of an order between Authorized End User and the Authorized Arcserve Partner or Prime Contractor, shall modify the terms of the documents indicated herein.

ATAKAMA EULA

ARTICLE 1. THE SOFTWARE

1.01. “Software” Defined. The term “Software” as used in this agreement shall mean all computer programs licensed under this Agreement, including all related files, documentation, and other materials, whether in whole or in part, including any and all modifications, derivative works, and copies of the foregoing, regardless of the form or media in or on which they may exist.

ARTICLE 2. LICENSE GRANT AND LIMITATIONS

2.01. Grant of License. Licensor hereby grants, and Subscriber hereby accepts, a nontransferable, non-exclusive, worldwide, and royalty-free license to use the Software, subject to the conditions and for the period specified in this Agreement.

2.02. Use of Software. Subscriber agrees to use the Software for its sole and exclusive benefit *and* internal purposes.

2.03. Copies. Except as provided in this Agreement, Subscriber shall not copy any portion of the Software. Subscriber may make one copy (“backup copy”) of the computer program portion of the Software for archival purposes, and may *modify or adapt the Software or convert it to a different language or configuration*: and may make an additional copy of the Software for use in adapting, modifying, or converting it as authorized herein.

2.04. Subscriber’s Responsibilities. Subscriber shall be exclusively responsible for the supervision, management, and control of its use of the Software, including, but not limited to:

1. Assuring proper configuration of equipment or devices;
2. Establishing adequate operating methods; and
3. Implementing procedures sufficient to satisfy its obligations for security under this Agreement, including appropriate action between it and its employees to prevent misuse, unauthorized copying, modification, or disclosure of the Software.

2.05. License Period. The license granted in this Agreement shall remain in force for a minimum of one year and may be renewed for a one year period on the anniversary of the effective date by exercising an option, or by both parties executing a purchase order in writing.

2.06. Modifications or Adaptations. Subscriber may modify the Software for its own use and merge it into other material to form revised materials, provided that upon termination of the license granted in this Agreement, the licensed materials shall be deleted from the revised materials and destroyed. Any such revised materials shall be used strictly in accordance with the terms of this Agreement.

2.07. Supply of Updated Version of Software. Licensor shall notify Subscriber when an updated version of the computer program portion of the Software has been designed and is available for distribution and, if Subscriber is current in all payments required under this Agreement, shall supply a copy of the updated version to Subscriber.

ARTICLE 3. PROPERTY RIGHTS

3.01. Ownership Rights to Software.

(a) Subscriber acknowledges and agrees that the Software is the confidential and proprietary property of Licensor, and except to the extent expressly authorized in this Agreement, Subscriber receives no rights to and will not sell, assign, lease, market, transfer, encumber or otherwise suffer to exist any lien or security interest on, nor allow any third person, firm, company, or other entity to copy, reproduce or disclose the Software, whether in whole, in part, or in any manner whatsoever.

(b) Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the Ordering Activity shall receive unlimited rights to use such derivative works at no further cost. In no event shall any support, maintenance, services or Software provided to Subscriber by Licensor pursuant to this Agreement be deemed to be based on any “work made for hire” agreement between the Parties.

3.02. Nondisclosure of Software. Subscriber acknowledges that the Software is the confidential and proprietary property of Licensor. Subscriber agrees not to sell, rent, license, distribute, transfer, or, directly or indirectly, disclose or permit the sale, rental, licensing, distribution, transfer, or disclosure of the Software or its contents to any other party, and to use its best efforts to prevent inadvertent disclosure of the Software to any third party, either during the term of this Agreement or thereafter.

3.03. Security. Subscriber agrees to keep the Software in a secure place, under access and use restrictions designed to prevent disclosure of the Software to unauthorized persons and not less strict than those applicable to Subscriber's own trade secrets.

3.04. Degree of Care. Subscriber further agrees to instruct its personnel to keep the Software confidential by using the same care and discretion that they use with other data designated by Subscriber as confidential.

3.05. Disclosure May Constitute Breach. Subscriber agrees that any disclosure of the Software to a third party may constitute a material breach of this Agreement pursuant to the Contract Disputes Act.

3.06. Reserved.

3.07. Copyright or Other Marks. Subscriber agrees not to remove, deface, or destroy any copyright, patent notice, trademark, service mark, other proprietary markings, or confidential legends placed on or within the Software.

ARTICLE 4. PAYMENT

4.01. Services Payment. In payment for the services supporting the Software licensed under this Agreement, Subscriber shall pay Licensor the annual fee as set out in the Order Form in accordance with the GSA Schedule Pricelist.

4.02. Payment of Taxes. Vendor shall state separately on invoices taxes excluded from the fees, and the Licensor agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

4.03. Renewal License Fee. This license may be renewed by exercising an option, or by both parties executing a purchase order in writing. Subscriber shall pay Licensor a renewal license fee as described in the Order Form in accordance with the GSA Schedule pricelist.

4.04. Reserved.

ARTICLE 5. DELIVERY, INSTALLATION, AND TRAINING

5.01. Delivery of Software. Licensor shall deliver the Software to Subscriber by *link*.

5.02. Acceptance. The Software shall be deemed to have been accepted by Subscriber upon delivery. If the Software is deemed unacceptable, Subscriber shall return the Software without charge with a report detailing the reasons for its unacceptability.

5.03. Implementation. Licensor shall provide Subscriber with a web-based implementation and training session as described in the Order Form. Subscriber can opt for onsite implementation and training and will be responsible for mutually-agreed upon travel costs and expenses in accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable.

5.04. Additional Technical Support. Licensor shall provide additional technical support services to Subscriber on request and as available at the rates specified in the Order Form.

5.05. Correction of Software Problems. Upon discovery of any coding error in the computer program portion of the Software that prevents it from performing substantially in accordance with the published specifications for the Software, Subscriber shall notify Licensor and provide supporting data, including printouts showing the claimed defective performance. Upon review and acceptance of the defined coding error, Licensor shall either:

1. Devise and deliver to Subscriber programming or procedural instructions designed to avoid the claimed error; or
2. Upon receipt by Licensor of the original version of the computer program portion of the Software, provide and deliver to Subscriber a completely updated version designed to avoid the claimed error.

ARTICLE 6. WARRANTY, INDEMNIFICATION AND LIMITATION OF LIABILITY

6.01. Warranty. Licensor warrants to Subscriber that the Software, in unmodified form and when used as authorized by this Agreement, will perform materially in accordance the Specifications for the term of this Agreement ("Warranty Period"). If during the Warranty Period, Subscriber demonstrates to Licensor that the Software does not perform materially in accordance with its Specifications ("Defect"), then Licensor, within 30 days of receiving written notice of such a Defect, shall respond to Subscriber with either (a) a statement that Licensor has in good faith and using reasonable efforts not yet been able to duplicate the alleged Defect, or

(b) a plan indicating whether Licensor intends, at its option and expense, to: (1) use commercially reasonable efforts to correct the Defect, or (2) provide Subscriber with replacement Software of equivalent or greater functionality. If Licensor determines that neither of the preceding options is commercially feasible, then Licensor shall return to Subscriber any license fees paid for the Software in question, and in that event, any licenses granted by Licensor to Subscriber for the Software shall terminate.

6.02. Warranty Disclaimer.

THE PROVISIONS OF THIS ARTICLE 6 STATE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO LICENSEE, AND LICENSOR'S SOLE AND EXCLUSIVE LIABILITY, FOR ANY PERFORMANCE OR NONPERFORMANCE OF THE SOFTWARE. LICENSOR DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

6.03. Indemnification by Licensor. (a) Except as otherwise provided, Licensor, at its own expense, will have the right to intervene to defend, indemnify, and hold Subscriber harmless from any claim made or threatened or any suit or proceeding brought against Subscriber insofar as it is based on an allegation that any Software furnished to Subscriber under this Agreement infringes any copyright or patent in existence on the date the Software was initially provided to Subscriber, but only if Subscriber does all of the following:

1. Notifies Licensor of that action in writing within a reasonable period of time (such that Licensor suffers no prejudice to its rights);
2. Gives Licensor the right to control and direct the defense and settlement of that action;
3. Makes no compromise, settlement, or admission of liability; and
4. Provides reasonable assistance and cooperates in the defense of that action at Licensor's expense.

Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. Subject to the limitations set forth in this Article 6, Licensor shall pay any resulting damages, costs and expenses finally awarded to a third party, including but not limited to reasonable legal fees. Licensor will have no responsibility for the settlement of any claim, suit, or proceeding made by Subscriber without Licensor's prior written approval.

(b) If any Software is held to infringe and the use of that Software is enjoined, Licensor, at its expense, will do one of the following:

1. Procure for Subscriber the right to continue using the infringing or potentially infringing Software;
2. Replace the infringing or potentially infringing Software with non-infringing Software; or
3. Modify the infringing or potentially infringing Software so that it become non-infringing.

If none of the foregoing remedies are commercially feasible, then Licensor will return to Subscriber any license fees paid for that Software, and upon such a return, any licenses granted to Subscriber for that Software shall terminate immediately.

(c) Licensor's obligations as stated in this Section will not apply to any claim, suit or proceeding to the extent it is based on any of the following:

1. Any modification of the Software other than by Licensor or the combination of the Software with non-Licensor hardware or software, if the claim, suit or proceeding would have been avoided if the Software had not been so modified or combined;
2. Subscriber's use of other than the latest release of the Software if Subscriber is informed that a claim, suit or proceeding can be avoided by use of the latest release;
3. Any use of the Software not authorized by this Agreement; or
4. A modification or derivative work made by Licensor based on Subscriber's instructions, designs or specifications.

(d) This Section 6.03 sets forth the entire obligation of Licensor, and Subscriber's exclusive remedy, for the actual or alleged infringement by any Software of any patent, copyright, trade secret or other intellectual property right of any person or entity.

6.04. Reserved.

6.05. Limitation of Liability.

IN NO EVENT WILL EITHER PARTY BE LIABLE TO EACH OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, EVEN IF THE PARTY TO BE CHARGED HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LICENSOR'S TOTAL LIABILITY UNDER ANY OR ALL PROVISIONS OF THIS AGREEMENT FOR ALL CAUSES OF ACTION ON A CUMULATIVE BASIS EXCEED THE PAYMENTS ACTUALLY MADE TO LICENSOR UNDER THIS AGREEMENT FOR ALL SOFTWARE OR SERVICES OR SUPPORT OR MAINTENANCE RESULTING IN LIABILITY OR OBLIGATIONS ON LICENSOR'S PART. NOTWITHSTANDING THE FOREGOING, WITH REGARD TO LICENSOR'S LIABILITY UNDER THIS SECTION, LICENSOR'S TOTAL LIABILITY SHALL NOT EXCEED SUCH PAYMENTS.

ARTICLE 7. TERMINATION

7.01. Termination. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Licensor shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

7.02. Reserved.

7.03. Effect of Termination. Subscriber agrees that immediately upon the operation of Section 7.01, whether or not it receives notice of termination, it shall immediately destroy all copies of the Software and certify that fact to Licensor. Upon termination of the license granted hereunder, Licensor's obligations under this Agreement shall cease.

ARTICLE 8. GENERAL TERMS AND CONDITIONS

8.01. Notices. Unless otherwise provided in this Agreement, any notice required or permitted by this Agreement to be given to either party shall be deemed to have been duly given if in writing and delivered personally or mailed by first-class, registered, or certified mail, postage prepaid and addressed the respective address of Subscriber or Licensor in the Order Form.

8.02. Assignment of Contract. The parties shall not assign or otherwise transfer its rights under this Agreement, including the license granted hereunder, or the Software obtained pursuant to this Agreement without the prior written consent of the other party. Any attempt to make such an assignment without consent shall be void.

8.03. Amendments. Licensor and Subscriber agree that this Agreement can be modified only by a written agreement duly executed by persons authorized to execute agreements on their behalf.

8.04. Nonwaiver. Licensor and Subscriber agree that no failure to exercise, and no delay in exercising any right, power, or privilege hereunder on the part of either party shall operate as a waiver of any right, power, or privilege. Licensor and Subscriber further agree that no single or partial exercise of any right, power, or privilege hereunder shall preclude its further exercise.

8.05. Reserved.

8.06. Severability. If any part of this Agreement is adjudged by any court of competent jurisdiction to be invalid, that judgment shall not affect or nullify the remainder of this Agreement, and the effect shall be confined to the part immediately involved in the controversy adjudged.

8.07. Reserved.

8.08. Governing Law. This Agreement shall be deemed to have been made in, and shall be construed pursuant to, the Federal laws of the United States.

8.09. Entire Agreement. If purchases are made through a reseller, this Agreement is the complete and exclusive statement of the mutual understanding of Licensor and Customer as it relates to the licensing of the software and supersedes and cancels all previous written and oral agreements and communications between Licensor and Customer relating to the subject matter of this Agreement. Nothing in this Agreement modifies any terms and conditions between the Customer and any prime contractor under which the Licensor's Products were ordered. If purchases are made directly with the original manufacturer, this Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, and Purchase Order(s), sets forth the entire agreement and understanding of the Parties relating to the object hereof and merges all prior discussions and agreements of the matter hereof between them.

8.10. Effect of Subscriber Purchase Order. In the event of any conflict between this Agreement and the terms and conditions of any purchase order or similar document pursuant to which Subscriber acquired the license granted by this Agreement, the terms and conditions of the purchase order shall control.

AWS CUSTOMER ACCESS TERMS

AWS Customer Access Terms – U.S. Federal Agencies

These AWS Customer Access Terms (the "Access Terms") govern your access to and use of the Services (as defined below) provided to you by your systems integrator, reseller, or services provider ("Provider"), and set out the additional rules, conditions and restrictions that apply to the entity you represent ("you") for use of the Services of Amazon Web Services LLC ("AWS") granted to you by Provider. In these Access Terms, "we", "us", or "our" means AWS and any of its affiliates. Please see Section 9 for definitions of certain capitalized terms used in these Access Terms.

1. Use of the Services.

1.1 Generally. You are provided access to the Services by your Provider. Your use of and access to the Services is governed by the agreement between you and Provider. These Access Terms supplement the terms of such agreement. AWS Service Level Agreements do not apply to your use of the Services. Your continued access to and use of the Services is conditioned on your compliance with all laws, rules, regulations, policies and instructions applicable to your use of the Services, including the Service Terms, the Acceptable Use Policy and the other Policies as defined in Section 9.

1.2 Account Keys. Provider may provide you with AWS account keys which will allow you to directly access the Services via their account. You are responsible for all activities that occur under these account keys, regardless of whether the activities are undertaken by you or a third party (including your employees, contractors or agents) and we are not responsible for unauthorized access to the account.

1.3 Third Party Materials. Through the use of Provider's AWS account, you may have access to Third Party Materials, such as software applications provided by third parties, which are made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Your use of any Third Party Materials is at your sole risk.

2. Your Responsibilities

2.1 Your Materials. You are solely responsible for the development, content, operation, maintenance, and use of Your Materials. For example, you are solely responsible for:

- (a) the technical operation of Your Materials, including ensuring that calls you make to any Service are compatible with then-current APIs for that Service;
- (b) compliance of Your Materials with the Acceptable Use Policy, the other Policies, and the law;
- (c) any claims relating to Your Materials;
- (d) properly handling and processing notices sent to you (or any of your affiliates) by any person claiming that Your Materials violate such person's rights, including notices pursuant to the Digital Millennium Copyright Act;
- (e) any action that you permit, assist or facilitate any person or entity to take related to these Access Terms, Your Materials or use of the Services; and
- (f) End Users' use of Your Materials and the Services and ensuring that End Users comply with your obligations under these Access Terms and that the terms of your agreement with each End User are consistent with these Access Terms.

2.2 Other Security and Backup. You or your Provider are solely responsible for properly configuring and using the Services and taking your own steps to maintain appropriate security, protection and backup of Your Materials, including using encryption technology to protect Your Materials from unauthorized access and routinely archiving Your Materials.

2.3 End User Violations. If you become aware of any violation of your obligations under these



Access Terms by an End User, you will immediately terminate such End User's access to Your Materials and the Services.

3. Suspension. We may suspend the AWS account through which you access the Services immediately, with written notice to your contracting officer, if we determine:

(a) you are, or any End User is, in breach of the Acceptable Use Policy ("AUP") or Service Terms; or

(b) your or an End User's use of the Services (i) poses a security risk to the Services or any other AWS customer, (ii) may harm AWS, our systems or the systems or Materials of any other AWS customer; or (iii) may as a result of (i) and/or (ii) subject us to third party liability.

(c) We and Provider will cooperate with your contracting officer or other authorized representative in an effort to remove or resolve the conditions that precipitated the suspension and will promptly reinstate your AWS account and restore your access to the Services from the Provider upon the removal or resolution of such conditions. Nothing in this Section 3 shall operate to limit your rights and remedies otherwise available to you under applicable law and regulations, including without limitation the right to require adequate assurances of future performance and to terminate these Access Terms for default as contemplated in FAR 52.212-4(m) and to initiate a claim as contemplated in FAR 52.212-4(d).

4. Proprietary Rights

4.1 Adequate Rights. You represent and warrant to us that: (a) you or your licensors own all right, title, and interest in and to Your Materials; and (b) none of Your Materials or End Users' use of Your Materials or the Services will violate the Acceptable Use Policy.

4.2 Services. As between you and us, we or our licensors own and reserve all right, title, and interest in and to the Services. You have the right to use the Services solely as a sublicensee of Provider in accordance with the agreement between you and Provider. We have no obligation to provide the Service to you under these Access Terms, so you must look exclusively to Provider and your agreement with Provider regarding such obligation. Except as provided in this Section 4.2, you obtain no rights under these Access Terms from us or our licensors to the Services, including any related intellectual property rights.

As a part of the Services, you may have access to AWS Materials and materials of third parties which may be subject to additional terms and conditions. If you are US Government End User, you are solely responsible for securing any necessary approvals for the download and use of such materials.

4.3 Restrictions. Neither you nor any End User may use the Services in any manner or for any purpose other than as expressly permitted by these Access Terms and the agreement between you and Provider. Neither you nor any End User may, or may attempt to, (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Services (except to the extent software included in the Services are provided to you under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the software included in the Services or apply any other process or procedure to derive the source code of any software included in the Services, or (c) access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas. All licenses granted to you with respect to the Services are conditional on your continued compliance with these Access Terms, and you will immediately discontinue your use of the Services if you cannot comply with any term or condition of these Access Terms.

4.4 Suggestions. If you provide any Suggestions to us when using the Services, you hereby grant to AWS and its affiliates a perpetual, irrevocable, non-exclusive, worldwide, royalty-free right and license



to reproduce, distribute, make derivative works based upon, publicly display, publicly perform, make, have made, use, sell, offer for sale, and import the Suggestions, including the right to sublicense such rights through multiple tiers, alone or in combination. You will ensure that you have all rights necessary to grant these rights to AWS and its affiliates..

5. Representation and Warranty. You represent and warrant that (a) you and your End Users' use of the Services (including any use by your employees and personnel) will not violate these Access Terms; (b) Your Materials (including the use, development, design, production, advertising, or marketing of Your Materials) or the combination of Your Materials with other applications, content or processes, do not and will not violate any applicable laws or infringe or misappropriate any third-party rights; and (c) your use of the Services will not cause harm to any End User.

6. Disclaimers. WE PROVIDE THE SERVICES ON AN "AS IS" BASIS TO PROVIDER. WE AND OUR LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES OR THE THIRD PARTY MATERIALS, INCLUDING ANY WARRANTY THAT THE SERVICES OR THIRD PARTY MATERIALS WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY MATERIALS, INCLUDING YOUR MATERIALS OR THE THIRD PARTY MATERIALS, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

7. Limitations of Liability. YOU MUST LOOK SOLELY TO YOUR PROVIDER AND YOUR AGREEMENT WITH THEM REGARDING ANY CLAIMS OR DAMAGES RELATED TO THE SERVICES. WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (I) SUSPENSION OF YOUR USE OF OR ACCESS TO THE SERVICES, (II) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICES, OR, (III) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON; OR (B) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR MATERIALS OR OTHER DATA THAT YOU OR ANY END USER SUBMITS OR USES IN CONNECTION WITH THE SERVICES (INCLUDING AS A RESULT OF YOUR OR ANY END USERS' ERRORS, ACTS OR OMISSIONS).

8. Miscellaneous.

8.1 U.S. Government Rights. In accordance with Federal Acquisition Regulation (FAR) Sections 12.211 and 12.212, and Defense Federal Acquisition Regulation Supplement (DFARS) Sections 227.7202-1 and 227.7202-3, the Services are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the FAR and the DFARS.

8.2 Import and Export Compliance. In connection with these Access Terms, you will comply with all applicable import, re-import, export, and re-export control laws and regulations.

8.3 Governing Law; Venue. To the extent not preempted by federal law, the laws of the State of Washington, without reference to conflict of law rules, govern these Access Terms and any dispute of any sort that might arise between you and us related to the Access Terms or the Services. The United Nations Convention for the International Sale of Goods does not apply to these Access Terms.

8.4 Conflicts. These Access Terms supersede all prior or contemporaneous representations,



understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of these Access Terms. If the terms of these Access Terms are inconsistent with the terms contained in your agreement with Provider, the terms contained in this document will control as between you and AWS.

8.5 Survival. The following provisions will survive any termination of your use of the Services: Sections 2.1, 4, 5, 6, 7, 8, and 9.

9. Definitions.

"Acceptable Use Policy" means the policy currently available at <http://aws.amazon.com/aup>, as it may be updated by us from time to time.

"API" means an application program interface.

"AWS Materials" means Materials we make available in connection with the Services or on the AWS Site to allow access to and use of the Services, including WSDLs; Documentation; sample code; software libraries; command line tools; and other related technology. AWS Materials does not include the Services.

"AWS Service Level Agreement" means all service level agreements that we offer with respect to the Services and post on the AWS Site, as they may be updated by us from time to time.

"AWS Site" means <http://aws.amazon.com> and any successor or related site designated by us.

"Documentation" means the developer guides, getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications for the Services currently located at <http://aws.amazon.com/documentation>, as such documentation may be updated by us from time to time.

"End User" means any individual or entity that directly or indirectly through another user: (a) accesses or uses Your Materials; or (b) otherwise accesses or uses the Services through you.

"Materials" means software (including machine images), data, text, audio, video, images or other content.

"Policies" means the Acceptable Use Policy, the Terms of Use, the Service Terms, all restrictions described in the AWS Materials and on the AWS Site, and any other policy or terms referenced in or incorporated into these Access Terms.

"Service" means each of the web services made available by us, including those web services described in the Service Terms.

"Service Terms" means the rights and restrictions for particular Services located at <http://aws.amazon.com/serviceterms>, as they may be updated by us from time to time.

"Suggestions" means all suggested improvements to the Services or AWS Materials that you provide to us.

"Terms of Use" means the terms of use located at <http://aws.amazon.com/terms/>, as they may be updated by us from time to time.

"Third Party Materials" means Materials made available to you by any third party on the AWS Site or in conjunction with the Services.

"Your Materials" means Materials you or any End User (a) run on the Services, (b) cause to interface with the Services, or (c) upload to the Services or otherwise transfer, process, use or store in connection with the Services.



BELKIN WARRANTY

WARRANTY AND SUPPORT INFORMATION

IMPORTANT! PLEASE RETAIN PROOF OF PURCHASE AND PRODUCT WARRANTY INFORMATION

BELKIN KVM PRODUCTS AND ACCESSORIES LIMITED

WARRANTY (Americas)

This warranty is provided to you by Belkin International, Inc., or one of its subsidiaries or affiliates (“Belkin”)

IMPORTANT NOTICE REGARDING YOUR RIGHTS

The benefits we give in this manufacturer's warranty are **additional to** any rights and remedies that you may have under local laws. Nothing in this warranty limits or affects your legal rights.

This manufacturer's warranty is governed by the laws of the country in which you purchased your Belkin product. In many countries, users have rights under local laws. Those rights may differ between countries, states and provinces, and often cannot be excluded.

This manufacturer's warranty is not intended to:

- change or exclude any rights under local law that cannot be lawfully changed or excluded; or
- limit or exclude any right you have against the person who sold the Belkin product to you if that person has breached their sales contract with you.

WHAT DOES THIS WARRANTY COVER?

Belkin warrants that the product hardware and any software media (i.e., media on which the product software is provided) will be free from defects in materials and workmanship under normal use during the Warranty Periods described below. This means that the product won't be defective, and that it will look and work as advertised during the relevant period.

This warranty does not apply to products purchased from a source other than Belkin or a Belkin Authorized Reseller.

How long is the product warranted?

Belkin warrants that the hardware in this Belkin product, and any associated software media, will be free from defects in materials and workmanship under normal use during the Warranty Period. The Warranty Period begins on the date the product was purchased by the original end-user purchaser and lasts for the period set out in the table below for the product purchased:

Product Type	Warranty Period
Desktop KVM products	36 months
Console and Rack Mount KVM Products	36 months
Secure KVM Products	36 months

All KVM Accessories	36 months
Secure KVM Extended Warranty - 1 Year*	12 months additional standard warranty past 36 original months
Secure KVM Extended Warranty – 2 Year*	24 months additional standard warranty past original 36 months
Software media (if provided with the product)	90 days

* For purposes of this warranty, Extended Warranty means that Belkin will honor the standard warranty of a Secure KVM product for an additional 1 or 2 years (depending on which Extended Warranty you purchased) at a cost reflected as a sold Extended Warranty SKU attached to the sold Secure KVM Product SKU serial number. An extended warranty purchase does not alter the type of warranty of the given Secure KVM, but it extends the warranty per the standard warranty terms and conditions for the additional period of time purchased. If Belkin ceases to manufacture the product under Extended Warranty as notified on the product support web page at www.belkin.com, Belkin will continue to honor the Extended Warranty until the end of the Extended Warranty term by repairing or replacing any defective product and, if the obsolete product is defective and replacement units are no longer available, Belkin will replace the obsolete product with a current generation product that most closely matches the warranted product.

A claim under this warranty is only eligible if it is made within the Warranty Period and if the purchaser makes the claim with a valid serial number.

What isn't covered?

Belkin does not give any warranty:

- in relation to software or services, provided by Belkin or any third party, included in or with the product;
- that the product, software or services will always operate uninterrupted or error free;
- that the product, software or services, or any equipment, system or network on which the product, software or services are used are 100% secure and cannot be hacked; or
- that a third party service the product needs will always be available.

Note: Although Belkin does not make these promises in this warranty, you may have additional rights under local laws.

Will this warranty always apply?

This warranty does not apply if:

- the product has been tampered with or the assembly seal has been removed or damaged;
- the product has been altered or modified by someone other than Belkin;
- the product damage was caused by use with non-Belkin products
- the warranty claim was made fraudulently or by misrepresentation;
- the product was not installed, operated, repaired, or maintained in accordance with Belkin's instructions;
- the product has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident;

- damage to the product is cosmetic, including scratches and dents, or defects caused by normal wear and tear or normal aging of the product;
- the serial number on the product has been altered, defaced, or removed; or
- the product was supplied or licensed for beta, evaluation, testing or demonstration purposes, and you didn't buy or license the product.

Note: Although this warranty doesn't apply in these situations, you may have additional rights under local laws.

How will Belkin make things right?

If you make an eligible claim under this warranty, Belkin will, at its election:

- repair the product with new or refurbished parts, or pay the reasonable costs of repairing the product;
- replace the product with a reasonably available equivalent new or refurbished Belkin product; or

Any repaired or replacement products are warranted for the remainder of the original or (if purchased) extended Warranty Period. All products and parts that are replaced become the property of Belkin. Should the defective product require a "destroy in field" process, please contact Belkin product support for details.

Note: The rights and remedies outlined above are the only rights and remedies available under this warranty. However, you may have additional rights under local laws.

GENERAL EXCLUSIONS AND LIMITATIONS OF LIABILITY

IN THOSE JURISDICTIONS WHERE IT CAN LAWFULLY DO SO, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BELKIN, ITS RESELLERS AND ITS SUPPLIERS HEREBY DISCLAIM AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, ACCEPTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, LOSS OF OR DAMAGE TO DATA, LACK OF VIRUSES OR FREE FROM VIRUS OR MALWARE ATTACK, SECURITY, PERFORMANCE, LACK OF NEGLIGENCE, WORKMANLIKE EFFORT, QUIET ENJOYMENT, THAT THE FUNCTIONS CONTAINED IN THE PRODUCT WILL MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE PRODUCT WILL BE CORRECTED, OR THAT YOUR USE OF THE PRODUCT WILL GENERATE ACCURATE, RELIABLE, TIMELY RESULTS, INFORMATION, MATERIAL OR DATA. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BELKIN, A DEALER, AGENT OR AFFILIATE SHALL CREATE A WARRANTY. TO THE EXTENT WARRANTIES CANNOT BE DISCLAIMED OR EXCLUDED, THEY ARE LIMITED TO THE DURATION OF THE RELEVANT EXPRESS WARRANTY PERIOD.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BELKIN, ITS AFFILIATES, ASSOCIATES, DEALERS, AGENTS OR SUPPLIERS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS AND ASSIGNS BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR REVENUE, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR LOSS OF ABILITY TO USE ANY THIRD PARTY PRODUCTS OR SERVICES, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER), REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF BELKIN OR SUCH OTHER ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF BELKIN, ITS AFFILIATES, ASSOCIATES, DEALERS, AGENTS OR SUPPLIERS TO YOU FOR ALL DAMAGES EXCEED THE PRICE YOU PAID FOR THE PRODUCT. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE

INCIDENT OR CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF ANY WARRANTY OR REMEDY PROVIDED FAILS OF ITS ESSENTIAL PURPOSE. NOTHING IN THIS SECTION SHALL LIMIT THE LIABILITY OF BELKIN IN RELATION TO DEATH OR BODILY INJURIES.

THE WARRANTIES AND REMEDIES SET OUT IN THIS AGREEMENT ARE EXCLUSIVE, AND, TO THE EXTENT PERMITTED BY LAW, IN LIEU OF ALL OTHERS ORAL OR WRITTEN, EXPRESS OR IMPLIED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

BELKIN TECHNICAL AND WARRANTY SUPPORT INFORMATION

HOW DO I GET HELP?

If you have a question about your product or experience a problem with it, please go to <http://support.belkin.com>. You will find online support tools and information to help you with your product.

What should I do if my product is defective?

You always have the option to return the product to the original seller if you have a problem. You can make a claim based on this warranty or any local laws that apply to you.

You can also make a claim under this warranty or local laws by contacting Belkin Technical Support. To find out how to contact us, click the "Contact Us" link on the home page of <http://belkin.com>. If you are located outside the United States, you will need to choose your region/location first:

<https://www.belkin.com/in/change-region/>

When you contact Technical Support for your region at the links above, you will need to give us some information:

- your product model, hardware revision (if applicable) and serial number;
- proof that you purchased the product, with the date of the purchase shown and place where it was purchased. If you are making a claim under an Extended Warranty, you will also need to provide proof of purchase of the Extended Warranty, which can be accomplished by Belkin matching up the serial number of the product with the Extended Warranty purchase, or by providing an invoice for the product and the extended warranty. **WE WILL ALWAYS NEED A DATED PROOF OF ORIGINAL PURCHASE TO PROCESS WARRANTY CLAIMS.**

Sometimes we will need you to send the product back to us so that we can fix or replace it. If we ask you to return your product to us by post, you will be given a Return Materials Authorization (RMA) number and we'll tell you where to send the product. You will need to make sure the product is properly packaged and shipped. You will be responsible for the costs of returning your product to us. We need to identify your product when it reaches us, so you'll need to include the RMA number AND a copy of your dated proof of original purchase (please keep the original) with the returned product. We also recommend that you send the package by registered and insured mail or by overnight courier to protect the package while it is in transit.

What happens when I return my product?

Defective products covered by this warranty will be repaired or replaced without charge with the same product or an equivalent product of equal or greater value, or Belkin will provide you with a refund of the purchase price

of the product, minus any rebates and discounts. The remedy offered will be determined by Belkin in its sole discretion.

We can only ship replacement or repaired products to locations in the country where the original product was purchased.

Belkin may need to delete all or part of your data to repair or replace your product. Belkin may also install software updates as part of warranty service. PLEASE MAKE SURE THAT YOU BACK UP ALL OF YOUR DATA ON THE PRODUCT (if applicable) BEFORE SENDING IT IN FOR REPAIR OR REPLACEMENT. BELKIN IS NOT RESPONSIBLE FOR ANY LOSS OF DATA OR SOFTWARE DURING WARRANTY SERVICE.

Repairs or replacements not covered under warranty or your rights under local law may be refused by your place of purchase, or may be subject to charge.

How are end-of-life notices provided?

Any end-of-life notice shall be posted on the product support page at <http://belkin.com>. The date the end-of- life notice is posted shall be deemed to be the date of notification.

Technical support

Along with the Limited Warranty, Belkin provides Complimentary Assisted Technical Support for the Warranty Period and Extended Warranty Period (if purchased) to get your hardware up and running. Complimentary Assisted Technical Support includes technical support (by phone) and live chat (through your computer). At this time, live chat is only available in certain countries. Please visit our website (indicated above) in your local area for details.

For additional support beyond the Complimentary Assisted Technical Support period or for assistance on advanced features beyond basic support, please contact our Technical Support team to learn more about how we can help you get the most out of your product.

Telephone support may not be available where you live and may be subject to charge.

BLACKBERRY SOLUTION LICENSE AGREEMENT

BLACKBERRY SOLUTION LICENSE AGREEMENT

This BlackBerry Solution License Agreement (the “**Agreement**” or “**BBSLA**”) is a legal agreement between the ordering activity on behalf of the United States Government (“**You**” or “**Customer**”) and BlackBerry Limited or its Affiliate as set forth in subsection 13(a) below (“**BlackBerry**”) regarding the use of certain BlackBerry Software and BlackBerry Services (as defined below). Together Customer and BlackBerry are the “**Parties**” and individually a “**Party**”. This Agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

BY EXECUTING THIS AGREEMENT IN WRITING, OR THE ORDERING ACTIVITY EXECUTING A PURCHASE ORDER INCORPORATING THIS AGREEMENT IN WRITING, BLACKBERRY SOFTWARE OR BLACKBERRY SERVICE, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR IF YOU ARE NOT AUTHORIZED TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF CUSTOMER, DO NOT COPY, INSTALL, ACCESS OR USE ANY BLACKBERRY SOFTWARE OR BLACKBERRY SERVICE.

1. Definitions.

- (a) “**Affiliate**” means, with respect to any legal entity, any other entity controlling, controlled by, or under common control with such entity.
- (b) “**Authorized Users**” means the ordering activity as end user.
- (c) “**Anonymous Data**” means data generated by processing and/or aggregating Customer Data so that results are non-personally identifiable with respect to Customer or its Authorized Users; and any results, logs, and/or other data regarding use of the BlackBerry Solution.
- (d) “**Beta Products**” means any pre-commercial release or evaluation versions of BlackBerry Software or BlackBerry Services made available to Customer by BlackBerry under additional terms and conditions.
- (e) “**BlackBerry Services**” means any paid service made available by or on behalf of BlackBerry hereunder and identified as a BlackBerry service, including cloud services made available via the BlackBerry Software, but excluding any Third Party Items.
- (f) “**BlackBerry Software**” or “**Software**” means any BlackBerry proprietary enterprise software (and any licensed third party software embedded therein) in object code form only (and not source code) provided hereunder, including server software, client software, personal computer software and interfaces and Documentation. BlackBerry Software shall include any upgrades, updates or modified versions of the BlackBerry Software that may be provided to Customer by BlackBerry at its sole discretion, but excludes any Third Party Items.
- (g) “**BlackBerry Solution**” means BlackBerry’s proprietary enterprise solution or service comprised of any component(s) or portion(s) of BlackBerry Software and/or BlackBerry Services and applicable Documentation.
- (h) “**Customer Data**” means any data, files, messages, executable files or code, system activity uploaded, inputted or otherwise submitted by Customer and/or its Authorized Users to BlackBerry or collected from the Customer and/or its Authorized Users through the normal operation of the BlackBerry Solution, and any other Customer Data specified in the Documentation.
- (i) “**Documentation**” means any applicable BlackBerry end user documentation provided by BlackBerry (excluding any marketing or promotional materials).
- (j) “**Endpoints**” means wireless devices, desktops, computer systems and any other endpoints with which the BlackBerry Solution operates.
- (k) “**Intellectual Property Rights**” means any patents, copyrights, trademarks, industrial designs, trade secret, confidential information or other proprietary right.
- (l) “**Malware**” means any software or content that contains any virus, trojan horse, worm, backdoor, shutdown mechanism, sniffer, bot, drop dead mechanism, spyware, malicious, or similar code.
- (m) “**Reverse Engineer**” means any act of reverse engineering, translating, disassembling, decompiling, decrypting or deconstructing data, software (including interfaces, protocols, and any other data included in or used in conjunction with programs that may or may not technically be considered software code) or services or any method or process of obtaining or converting any information, data or software from one form into a human-readable form.
- (n) “**Technical Support Services**” means technical support and maintenance services provided by BlackBerry.
- (o) “**Third Party Items**” means Customer or any third party: (i) software; (ii) content; (iii) services, including internet connectivity, systems, wireless networks and non-BlackBerry websites; and (iv) devices, servers, equipment and other hardware products.

2. License.

- (a) **Limited License.** Subject to this Agreement and Customer’s payment of all applicable fees, BlackBerry grants Customer a personal, revocable, non-exclusive, non-transferable license to internally install, access and/or use the BlackBerry Solution solely for the purpose specified in the Documentation and subject to the usage and time limitations based on the quantity and type of licenses and term of the licenses acquired by Customer pursuant to an accepted BlackBerry order. Customer may authorize its Authorized Users to exercise the foregoing rights provided that Customer shall be responsible for its Authorized Users’ use of the BlackBerry Solution.
- (b) **Trial License.** If a BlackBerry Solution is provided by BlackBerry to Customer for internal testing purposes (“**Trial**”), the license set out above shall be of a sixty (60) day limited duration from when the BlackBerry Solution is made available by BlackBerry to Customer unless stated otherwise by BlackBerry in writing (“**Trial Period**”) and shall apply solely to the extent necessary to perform the Trial. Notwithstanding anything to the contrary in this Agreement, such license shall automatically terminate upon the expiry of the Trial Period, or earlier if Customer breaches any provision of this Agreement, and subsection 12 (b) of this Agreement shall apply. The Trial Period may be extended or terminated by BlackBerry in writing at any time in its sole discretion.

- 3. **Technical Support Services.** Any Technical Support Services acquired by Customer, including as part of a BlackBerry Software subscription, are provided subject to: (i) this Agreement; (ii) the Technical Support Services program description found at www.blackberry.com/supportprogramdescriptions (or such other site as may be made available to Customer by BlackBerry from time-to-time), as may be amended by BlackBerry and which is incorporated herein by this reference; and (iii) Customer’s payment of all applicable

fees for the requisite time period and number and type of licenses acquired by Customer pursuant to an accepted BlackBerry order. Customer agrees that it may be required to update BlackBerry Software and/or Third Party Items to continue to access or use the BlackBerry Solution, Third Party Items or portions thereof. Any Technical Support Services tied to periodic payment provided under this Agreement shall not renew automatically upon expiration of the Agreement's current term without prior express consent by an authorized Government representative.

4. **Rules of Use for BlackBerry Solution.** Customer acknowledges and agrees that:

- (a) Customer has the right and authority to enter this Agreement and has any necessary consents from its Authorized Users as may be required by applicable law;
- (b) Customer shall not, or attempt to, sell, rent, lease, use for timeshare or service bureau purposes, sublicense or transfer the BlackBerry Solution;
- (c) Customer and its Authorized Users shall not take any action to: (i) upload, transmit, or otherwise make available any Malware, unless expressly permitted by BlackBerry in writing as required to provide the BlackBerry Solution; (ii) gain unauthorized access to any component or portion of the BlackBerry Solution, other accounts, computer systems or networks connected to a BlackBerry Solution, or obtain or attempt to obtain any materials or information made available through any component or portion of the BlackBerry Solution not intentionally made available by BlackBerry to Customer; or (iii) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the BlackBerry Solution. In addition, Customer and its Authorized Users shall not permit any third party to take any of the actions outlined in (i) – (iii) above. If Customer becomes aware of the existence of any of such activities, Customer shall promptly notify BlackBerry in writing;
- (d) Customer and its Authorized Users shall not copy, host, publish, distribute or modify the BlackBerry Software, or any content made available to Customer as part of the BlackBerry Solution, in whole or in part, except for copying as reasonably necessary for back-up purposes;
- (e) Customer and its Authorized Users shall not disclose the results of any benchmark testing, technical results or other performance data relating to the BlackBerry Solution without BlackBerry's prior written consent;
- (f) The BlackBerry Solution contains valuable trade secrets, proprietary and confidential information of BlackBerry and/or its Affiliates. Customer and its Authorized Users shall not: (i) disclose or make available, directly or indirectly, the BlackBerry Solution (including any content made available to Customer related to the BlackBerry Solution) to any third party; (ii) use the BlackBerry Solution except as set forth herein; or (iii) alter, modify, adapt, create derivative works of, translate, deface, or Reverse Engineer any software, or any content, made available to Customer as part of the BlackBerry Solution, in whole or in part, or permit, acquiesce, authorize or encourage any other entity or person to do so, except that neither this Agreement nor any pertinent Federal Supply Schedule contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved by the Government ordering activity consistent with the Freedom of Information Act. Notwithstanding anything in this Agreement to the contrary, the Government ordering activity may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this Agreement.;
- (g) BlackBerry may monitor Customer's and its Authorized Users' use of the BlackBerry Solution to determine compliance with this Agreement and Customer and its Authorized Users shall provide information requested by BlackBerry necessary for such purpose. BlackBerry may, through an independent auditor and/or itself, audit Customer's and its Authorized Users' use of and/or access to the BlackBerry Solution. If Customer is found to have exceeded its authorized usage and/or access, Customer shall, among other things, pay to BlackBerry: (i) any additional amounts due based on BlackBerry's then current price list; and (ii) interest on the amounts due to BlackBerry at the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. Any refusal by Customer to provide requested information and/or cooperate with an audit, or to promptly pay amounts found owing to BlackBerry as a result of such audit, shall be deemed to be a material breach of this Agreement;
- (h) Subject to the terms of an applicable BlackBerry order or Documentation, an Authorized User will be considered provisioned where the Authorized User is assigned the ability to access the BlackBerry Software, regardless of whether an Authorized User has accessed or utilized the BlackBerry Software. Provisioned Authorized Users will be counted to determine whether a Customer is within (or has exceeded) its licensed usage of the BlackBerry Software. Customer is solely responsible for ensuring that it does not provision Authorized Users in excess of its license rights;
- (i) Customer assumes sole responsibility and liability for: (i) the establishment of appropriate security measures to control access to the licensed BlackBerry Solution, including for Endpoints; (ii) Customer's selection, use, access, cost or implementation of any Third Party Item, regardless of how Customer acquires or obtains access to the Third Party Item, or whether any such Third Party Items are required in order to use all or any part of, or operate in conjunction with, the BlackBerry Solution; and (iii) informing its Authorized Users of any functions to be performed on their devices;
- (j) BlackBerry may, as permitted under the contract, modify, temporarily suspend, discontinue or place limits on the BlackBerry Solution or any part thereof, including: (i) periodically suspending use of and/or access thereto, or otherwise taking it out of operation in order to do maintenance and support of BlackBerry Software or BlackBerry Services; (ii) if Customer's or its Authorized Users' use of and/or access to the BlackBerry Solution or any part thereof poses a security or other risk to the software or service or any third party or adversely impacts the software or service; (iii) if required by law or regulation or in BlackBerry's opinion it is or may be subject to liability as a result of operating the BlackBerry Solution or any part thereof. If Customer and/or an Authorized User is in breach of this Agreement, BlackBerry shall have the right to pursue claim(s), either in the form of a direct claim against the Government or in the form of a sponsored claim against the Government, under the Contract Disputes Act or other applicable Federal statute while continuing performance of BlackBerry's obligations under this Agreement; and

- (k) Customer and its Authorized Users shall comply with all applicable laws, ordinances, codes, regulations and policies applicable to Customer's receipt or use of and/or access to the BlackBerry Solution.

5. Ownership and Intellectual Property.

- (a) Customer acknowledges and agrees that it does not acquire any Intellectual Property Rights in or relating to the BlackBerry Solution or any translation or other derivative work thereof. Customer agrees that it shall not refute or otherwise challenge BlackBerry's and/or any of its Affiliates' ownership of any such Intellectual Property Rights. All comments, ideas, changes or other feedback provided by Customer and/or any Authorized User to BlackBerry regarding the BlackBerry Solution shall be owned by BlackBerry. All rights, title and interest not expressly granted herein are reserved by BlackBerry.
- (b) As between the Parties, Customer retains the ownership (including any Intellectual Property Rights) in and to the Customer Data.

6. LIMITED WARRANTY AND DISCLAIMER.

- (a) If during the ninety (90) day period following BlackBerry making the Software available to Customer for electronic download, the BlackBerry Software is not capable of performing the material functions described in the Documentation when used as specified by BlackBerry in the Documentation applicable to the specific type and version of the BlackBerry Software, BlackBerry shall make reasonable efforts to correct or provide a workaround for such problem (which fix or workaround may be provided to Customer at BlackBerry's reasonable discretion in one of a variety of forms).
- (b) Any obligations of BlackBerry under this Section 6 shall not apply to trial software or Beta Products or if the failure of the BlackBerry Software to perform the material functions described in the Documentation is due to: (i) use of the BlackBerry Software in a manner inconsistent with any of Customer's obligations set out in this Agreement or in a manner inconsistent with the instructions in the Documentation applicable to the specific type and version of the BlackBerry Software; (ii) a malfunction or other problem related to any Third Party Item; or (iii) any external causes affecting the BlackBerry Software, correction of errors attributable to software other than the BlackBerry Software, or defects due to repairs or modifications not authorized by BlackBerry in writing.
- (c) CUSTOMER ACKNOWLEDGES AND AGREES THAT WHERE THE BLACKBERRY SOLUTION IS DESIGNED TO INTEROPERATE WITH OR FACILITATE CUSTOMER'S ACCESS TO THIRD PARTY ITEMS, BLACKBERRY HAS NO CONTROL OVER THE FUNCTIONALITY, DELIVERY, USE OR PERFORMANCE OF SUCH THIRD PARTY ITEMS.
- (d) CUSTOMER ACKNOWLEDGES AND WARRANTS THAT CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR: (I) VERIFYING THE ACCURACY AND ADEQUACY OF ANY INPUT, OUTPUT OR ALERT INTO OR FROM THE BLACKBERRY SOLUTION; OR, (II) CUSTOMER'S DECISION TO ALLOW OR MAINTAIN ANY MALWARE OR VULNERABILITY ON OR TO CUSTOMER'S (OR ITS AUTHORIZED USERS') ENDPOINTS, SYSTEMS OR NETWORKS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER WAIVES ANY AND ALL CAUSES OF ACTION OR CLAIMS AGAINST BLACKBERRY ARISING FROM OR RELATING TO THIS SUBSECTION (D).
- (e) THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE BLACKBERRY SOLUTION IS NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION, NOR IS IT INTENDED FOR THE OPERATION OF NAVIGATION, NUCLEAR FACILITIES, WEAPONS SYSTEMS, LIFE-SUPPORT SYSTEMS, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY OR PROPERTY DAMAGE.
- (f) EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE BLACKBERRY SOLUTION IS PROVIDED "AS IS" AND ALL CONDITIONS, ENDORSEMENTS, GUARANTEES, ASSURANCES, REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE BLACKBERRY SOLUTION ARE HEREBY DISCLAIMED AND EXCLUDED, INCLUDING THOSE OF FITNESS FOR A PARTICULAR PURPOSE OR USE, MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY AND TITLE. BLACKBERRY DOES NOT WARRANT OR PROVIDE ANY OTHER SIMILAR ASSURANCE WHATSOEVER: (I) OF UNINTERRUPTED OR ERROR-FREE USE OR OPERATION OF THE BLACKBERRY SOLUTION; (II) THAT ALL THREATS, VULNERABILITIES, ATTACKS OR MALWARE WILL BE DISCOVERED, REPORTED OR REMEDIATED; (III) THAT CUSTOMER DATA, SYSTEMS OR NETWORKS SHALL BE FREE FROM LOSS OR CORRUPTION; OR, (IV) THAT CONTENT SHALL BE TRANSMITTED WITHIN A REASONABLE PERIOD OF TIME.

7. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- (a) IN NO EVENT SHALL BLACKBERRY BE LIABLE FOR: (I) INDIRECT, ECONOMIC, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES; (II) LOST PROFITS, REVENUE OR EARNINGS, LOST OR CORRUPTED DATA, DELAYS OR FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION, FAILURE TO REALIZE EXPECTED SAVINGS AND COST OF SUBSTITUTE SOFTWARE OR SERVICES; AND (III) DAMAGES RELATED TO OR ARISING OUT OF ANY THIRD PARTY ITEMS;
- (b) NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF BLACKBERRY EXCEED THE AMOUNTS RECEIVED BY BLACKBERRY FROM CUSTOMER FOR THE PORTION OF THE BLACKBERRY SOFTWARE, OR THE RELEVANT PERIOD OF THE BLACKBERRY SERVICE, WHICH IS THE SUBJECT MATTER OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE INCIDENT GIVING RISE TO THE LIABILITY; AND
- (c) THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THIS AGREEMENT SHALL APPLY: (I) WHETHER AN ACTION, CLAIM OR DEMAND ARISES FROM A BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTORY LIABILITY OR ANY OTHER THEORY OF LIABILITY; (II) WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR POSSIBILITY HAS BEEN DISCLOSED TO BLACKBERRY; AND (III) TO BLACKBERRY, ITS AFFILIATES, AND THEIR RESPECTIVE SUPPLIERS, SUCCESSORS AND ASSIGNS.

- (d) NOTHING IN THIS PROVISION SHALL BE CONSTRUED TO IMPAIR THE CUSTOMER'S OR AUTHORIZED USER'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. §§ 3729-3733. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.
8. **Beta Products.** Customer acknowledges and agrees that: (i) Beta Products may not be authorized for commercial use or certified by government or other authorities and BlackBerry makes no representation that such authorization or certification shall be obtained or that the Beta Products shall be commercially released or released without changes; (ii) Beta Products are not intended for use in any productive or other environment where Customer is relying on the performance of the Beta Products; (iii) Beta Products are not intended to represent or perform in the same manner as commercial software or services and Customer should ensure that it regularly backs up any data used with such materials; and (iv) all testing and evaluation that it conducts of Beta Products and related software and services is done entirely at Customer's own risk. The Beta Products shall be made available for a period of up to ninety (90) days, unless stated otherwise by BlackBerry in writing. The period of availability of the Beta Products may be extended or terminated by BlackBerry at any time in its sole discretion. BlackBerry may require Customer to promptly return the evaluation or beta copies of the Beta Products and remove all copies of such Beta Products from its systems.
9. **Data Use and Anonymous Data.** Customer, on its own behalf and on behalf of its Authorized Users, grants BlackBerry a non-exclusive, sub-licensable, transferable, worldwide, royalty-free, perpetual right and license to collect, use, copy, store, transmit, modify, and create derivative works of the Customer Data (collectively "**Process**" or "**Processing**") to the extent necessary to provide the BlackBerry Solution to Customer and in order to generate Anonymous Data. Customer agrees that BlackBerry has the right to generate Anonymous Data and that Anonymous Data is owned by BlackBerry, which BlackBerry may use for any lawful business purpose (including, without limitation, to develop and improve the BlackBerry Solution and to create and distribute reports and other materials). Customer warrants and covenants that it has the right to grant to BlackBerry such licenses.
10. **Personal Data and Privacy Notice.** Customer, on its own behalf and on behalf of its Authorized Users: (i) agrees that BlackBerry and its Affiliates and their respective service providers may Process Customer Data for the purposes set out in this Agreement and in BlackBerry's Privacy Notice, as may be amended from time-to-time by BlackBerry (subject to GSAR 552.232-78(a)(6)) and which is incorporated by reference herein, the current version of which can be viewed at www.blackberry.com/legal; and (ii) represents and warrants that it has a lawful basis for such Processing, including collection of Authorized User's personal data as required for the use of the BlackBerry Solution, products or services used with the BlackBerry Solution and as contemplated in this Agreement.
11. **INTENTIONALLY DELETED.**
12. **Term and Termination; Survival.**
- (a) This Agreement commences upon Customer's agreement to be bound by the terms and conditions of this Agreement (as outlined at the beginning of this Agreement) and continues only for the term of the licenses acquired by Customer, subject to the Contract Disputes Act and any early termination provision applicable to this Agreement.
- (b) Upon expiry or termination of either this Agreement or the provision of the BlackBerry Solution to Customer (which, for clarity, shall terminate this Agreement) for any reason:
- (i) all licenses and rights provided to Customer under Section 2 of this Agreement shall immediately terminate and Customer shall not be entitled to any refund;
 - (ii) Customer and its Authorized Users shall immediately cease all use of and/or access to the BlackBerry Solution and delete and/or destroy all copies of BlackBerry Software that are in the possession or control of Customer and/or its Authorized Users and, on BlackBerry's request, confirm the same in writing signed by an officer of Customer;
 - (iii) BlackBerry may retain Customer Data pursuant to the terms of this Agreement, or for so long as may be required to comply with any law or regulation applicable to BlackBerry or any court, regulatory agency or authority to which BlackBerry is subject; and,
 - (iv) Customer shall remain liable for all amounts due and shall pay all such fees immediately upon expiration or termination of this Agreement, if and as required by the payment and termination provisions applicable to this Agreement.
 - (v) Where only a portion of the BlackBerry Solution expires or is terminated, the foregoing subsections (i) – (iv) shall be limited to such portion and the Agreement shall continue for the remaining portion(s).
- (c) The following Sections of this Agreement shall survive its expiry or termination: Sections 1, 4 - 7 inclusive and 9 - 13 inclusive.
13. **General.**
- (a) **Applicable Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with Federal law of the United States.
- (b) **Dispute Resolution.**
- (i) Any dispute, claim or controversy (collectively "**Claims**") arising out of or relating to this Agreement involving BlackBerry Corporation (or other BlackBerry entity where Customer's primary address is in the United States of America), including the determination of the scope, applicability or adjudicative process associated with this Agreement, shall be governed by Federal law.
- (c) **Force Majeure.** Pursuant to FAR 52.212-4(f), BlackBerry shall not be liable for its failure or delay in the performance of its obligations under the Agreement if such failure results from circumstances beyond its reasonable control and without its fault or negligence, including acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. ("**Event of Force Majeure**").

- (d) **Compliance with Laws, Export Control and U.S. Government Users.** Customer agrees that the BlackBerry Solution may include cryptographic technology, data or other information and shall not be received, exported, imported, used, transferred, distributed, accessed or re-exported except in compliance with the applicable laws and regulations of the relevant government authorities, including U.S. and Canadian export control and sanction regulations. Customer also represents and covenants: (i) not to, directly or indirectly, allow access to or use of the BlackBerry Solution in embargoed or sanctioned countries/regions, by sanctioned or denied persons, or for prohibited end-uses under U.S. or Canadian law; and, (ii) that Customer shall ensure that its receipt and use of and/or access to the BlackBerry Solution, or that of its Authorized Users, is in accordance with the restrictions in this subsection (b). If any part of the BlackBerry Solution is being licensed by the U.S. government, including any U.S. federal agency, the BlackBerry Solution is considered access to commercial computer software and documentation developed exclusively at private expense and the BlackBerry Solution is provided as a "commercial item" as that term is defined in FAR 2.101 (and as it is defined and used in all corresponding agency specific Federal Acquisition Regulation supplements) and is provided with only those rights specified in Section 2.
- (e) **Assignment.** BlackBerry may assign this Agreement provided prior written consent of the Customer. Customer shall not assign this Agreement in whole or in part, by operation of law or otherwise, without the prior written consent of BlackBerry and any assignment in breach of this provision shall be void and of no effect. BlackBerry may perform its obligations under this Agreement directly or may have some or all of its obligations performed by any Affiliate, contractor, subcontractor, services provider or third party provided that BlackBerry shall remain liable for the actions and services provided by such Affiliate, contractor, subcontractor, services provider or third party at all times.
- (f) **Notices.** Any notice, request, demand or other communication required or permitted under this Agreement shall be in writing and delivered by hand or sent by registered mail or courier, effective on the date of receipt, addressed as follows: if to Customer, at the billing address supplied to BlackBerry by Customer and, if to BlackBerry, addressed to BlackBerry Limited at 2200 University Avenue East, Waterloo, Ontario, Canada N2K 0A7, Attention: Legal Department. A Party may from time-to-time change its address by notice in writing to the other Party delivered hereunder. In addition, BlackBerry may at its option deliver the foregoing notice or other communication to an e-mail address provided by Customer to BlackBerry, which shall be effective and deemed delivered when transmitted, and if Customer has provided BlackBerry with no such address, notice may be duly given when prominently posted on www.blackberry.com/legal.
- (g) **Third Party Beneficiaries.** The provisions of this Agreement are for the benefit of Customer and BlackBerry and not for any other person or entity, whether under statute or otherwise, except for BlackBerry's Affiliates and suppliers of BlackBerry and its Affiliates.
- (h) **Additional Terms.** Customer's Authorized Users must obtain through a third party application store and install BlackBerry Solution client software for certain third party wireless device software platforms and Customer is responsible for ensuring its Authorized Users' compliance with the applicable client end user license agreement. Such client end user license agreement shall automatically terminate on expiry or termination of this Agreement or the provision of the BlackBerry Solution to Customer hereunder.
- (i) **Entire Agreement.** This Agreement, including any non-disclosure agreement and/or data protection agreement entered into by the Parties, is the complete agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements and understandings between the Parties applicable to the BlackBerry Solution. This Agreement may only be modified by the Parties by a written document executed by the Parties. Except to the extent expressly precluded by applicable law, BlackBerry may also modify this Agreement, including to reflect changes in law or business practices, so long as the change is not a material change, as defined in GSAR 552.212-4(w)(1)(vi)(a), to the Agreement. Notwithstanding subsection 13(f), BlackBerry shall notify Customer of the change by a reasonable means of notice, including posting the revised Agreement at www.blackberry.com/legal and Customer should regularly visit the site to review the most current version of this Agreement. Customer agrees that its continued use of the BlackBerry Solution after the non-material changes become effective shall constitute Customer's acceptance of the revised Agreement. If there is any inconsistency between this Agreement and any Documentation used with the BlackBerry Solution, the provisions of this Agreement shall apply to the extent of the inconsistency.
- (j) **Interpretation and Language.** Headings are inserted herein for convenience only and do not form part of this Agreement. As used herein: (i) "days" means calendar days; (ii) "include" and "including" are not limiting; and (iii) use of a BlackBerry Solution shall be deemed to include active or inactive use. If this Agreement is translated into a language other than English, the English version shall prevail to the extent that there is any conflict or discrepancy in meaning between the English version and any translation thereof.
- (k) **No Waiver.** The waiver by either Party of any right provided under this Agreement must be in writing signed by such Party and any waiver shall not constitute a subsequent or continuing waiver of such right or of any other right under this Agreement.
- (l) **Severability.** If any section, provision or part thereof of this Agreement is held to be illegal, invalid or unenforceable by a court of competent authority in any jurisdiction, that section, provision or part shall be limited if possible and only thereafter severed to the extent necessary to render this Agreement valid and enforceable in such jurisdiction.
- (m) **Marketing and Promotion.** From time-to-time, BlackBerry lists and/or mentions its customers in its marketing and communications initiatives. Customer agrees that BlackBerry may use Customer's name worldwide, free of charge for such purpose for the duration of the Term to the the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71. In addition, subject to applicable privacy law and BlackBerry's Privacy Notice, Customer expressly consents to BlackBerry contacting the Customer for marketing or promotional purposes.

BROTHER WARRANTY

Brother™ One-Year Limited Warranty and Replacement Service (USA Only)

Who is covered:

- This limited warranty ("warranty") is given only to the original end-user/retail purchaser (referred to in this warranty as "Original Purchaser") of the accompanying product, consumables and accessories (collectively referred to in this warranty as "this Product").
- If you purchased a product from someone other than an authorized Brother reseller in the United States or if the product was used (including but not limited to floor models or refurbished product by someone other than Brother), prior to your purchase you are not the Original Purchaser and the product that you purchased is not covered by this warranty.

What is covered:

- This Product includes a Machine and Consumable and Accessory Items. Consumable and Accessory Items include but are not limited to print heads, toner, drums, ink cartridges, print cartridges, cordless handset battery, refill ribbons, thermal PLUS paper and thermal paper.
- Except as otherwise provided herein, Brother warrants that the Machine and the accompanying Consumable and Accessory Items will be free from defects in materials and workmanship, when used under normal conditions.
- This warranty applies only to products purchased and used in the United States. For products purchased in, but used outside, the United States, this warranty covers only warranty service within the United States (and does not include shipping outside the United States).

What is the length of the Warranty Periods:

- Machines: one year from the original purchase date.
- Accompanying Consumable and Accessory Items: 90 days from the original purchase date or the rated life of consumable, whichever comes first.

What is NOT covered:

This warranty does not cover:

- (1) Physical damage to this Product;
- (2) Damage caused by improper installation, improper or abnormal use, misuse, neglect or accident (including but not limited to transporting this Product without the proper preparation and/or packaging);
- (3) Damage caused by another device or software used with this Product (including but not limited to damage resulting from use of non Brother™-brand parts and Consumable and Accessory Items);
- (4) Consumable and Accessory Items that expired in accordance with a rated life;
- (5) Problems arising from other than defects in materials or workmanship; and,
- (6) Normal Periodic Maintenance Items beyond their rated life, such as Waste Ink Absorber, Paper Feeding Kits, Fuser and Laser Units.

This limited warranty is VOID if this Product has been altered or modified in any way (including but not limited to attempted warranty repair without authorization from Brother and/or alteration/removal of the serial number).

What to do if you think your Product is eligible for warranty service:

Report your issue to either our Customer Service Hotline at 1-877-BROTHER (1-877-276-8437) or to a Brother Authorized Service Center within the applicable warranty period. Supply Brother or the Brother Authorized Service Center with a copy of your dated bill of sale showing that this Product was purchased within the U.S. For the name of local Brother Authorized Service Center(s), call 1-877-BROTHER (1-877-276-8437) or visit www.brother-usa.com.

What Brother will ask you to do:

After contacting Brother or a Brother Authorized Service Center, you may be required to deliver (by hand if you prefer) or send the Product properly packaged, freight prepaid, to the Authorized Service Center

together with a photocopy of your bill of sale. You are responsible for the cost of shipping, packing product, and insurance (if you desire). You are also responsible for loss or damage to this Product in shipping.

What Brother will do:

If the problem reported concerning your Machine and/or accompanying Consumable and Accessory Items is covered by this warranty and if you first reported the problem to Brother or an Authorized Service Center within the applicable warranty period, Brother or its Authorized Service Center will repair or replace the Machine and/or accompanying Consumable and Accessory Items at no charge to you for parts or labor. The decision as to whether to repair or replace the Machine and/or accompanying Consumable and Accessory Items is made by Brother in its sole discretion. Brother reserves the right to supply a refurbished or remanufactured replacement Machine and/or accompanying Consumable and Accessory Items and use refurbished parts provided such replacement products conform to the manufacturer's specifications for new product/parts. The repaired or replacement Machine and/or accompanying Consumable and Accessory Items will be returned to you freight prepaid or made available for you to pick up at a conveniently located Authorized Service Center.

If the Machine and/or accompanying Consumable and Accessory Items are not covered by this warranty (either stage), you will be charged for shipping the Machine and/or accompanying Consumable and Accessory Items back to you and charged for any service and/or replacement parts/products at Brother's then current published rates.

The foregoing are your sole (i.e., only) and exclusive remedies under this warranty.

What happens when Brother elects to replace your Machine:

When a replacement Machine is authorized by Brother, and you have delivered the Machine to an Authorized Service Center, the Authorized Service Center will provide you with a replacement Machine after receiving one from Brother. If you are dealing directly with Brother's Express Exchange Service Brother will send to you a replacement Machine shipped for receipt within two business days, with the understanding that you have provided the required proof of purchase information for the Machine that Brother agreed to replace. You are then expected to pack the Machine that Brother agreed to replace in the package from the replacement Machine and return it to Brother using the pre-paid freight bill supplied by Brother in accordance with the instructions provided by Brother. Since you will be in possession of two machines, Brother will require that you provide a valid major credit card number. Brother will issue a hold against the credit card account number that you provide until Brother receives your original Product and determines that your original Product is entitled to warranty coverage. Your credit card will be charged up to the cost of a new Product only if: (i) you do not return your original Product to Brother within five (5) business days; (ii) the problems with your original Product are not covered by the limited warranty; (iii) the proper packaging instructions are not followed and has caused damage to the product; or (iv) the warranty period on your original Product has expired or has not been sufficiently validated with a copy of the proof of purchase (bill of sale). The replacement Machine you receive (even if refurbished or remanufactured) will be covered by the balance of the limited warranty period remaining on the original Product, plus an additional thirty (30) days. You will keep the replacement Machine that is sent to you and your original Machine shall become the property of Brother. Retain your original Accessory Items and a copy of the return freight bill, signed by the courier.

Limitations:

Brother is not responsible for damage to or loss of any equipment, media, programs or data related to the use of this Product. Except for the repair or replacement as described above, Brother shall not be liable for any direct, indirect, incidental or consequential damages or specific relief. Because some states do not allow the exclusion or limitation of consequential or incidental damages, the above limitation may not apply to you.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, WHETHER EXPRESSED BY AFFIRMATION, PROMISE, DESCRIPTION, DRAWING, MODEL OR SAMPLE. ANY AND ALL WARRANTIES OTHER THAN THIS ONE, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

- This Limited Warranty is the only warranty that Brother is giving for this Product. It is the *final expression and the exclusive and only statement* of Brother's obligations to you. It replaces all other agreements and understandings that you may have with Brother or its representatives.
- This warranty gives you certain rights and you may also have other rights that may vary from state to state.
- This Limited Warranty (and Brother's obligation to you) may not be changed in any way unless you and Brother sign the same piece of paper in which we (1) refer to this Product and your bill of sale date, (2) describe the change to this warranty and (3) agree to make that change.

Important: *We recommend that you keep all original packing materials, in the event that you ship this Product.*

CASIO WARRANTY

DATA-PROJECTOR
CASIO Limited Warranty

THIS WARRANTY CARD IS VALID ONLY ON PRODUCTS IN THE COUNTRY OF PURCHASE.

This product including a remote controller and wireless adaptor, except consumables or articles with limited resistance (e.g. lamp, accessories, case), is warranted to the original purchaser to be free from defects of quality at the time of delivery for a period of three years from the date of purchase ("warranty period"). The light source unit is warranted for three years or six thousand hours, whichever comes first. During the warranty period, and upon proof of purchase, the product will be repaired by using CASIO replacement or reconditioned parts, or the product will be replaced with the same or similar replacement or reconditioned model, within a reasonable time period. To obtain these warranty services, please take or send the product, postage paid, with a copy of your sales receipt or other proof of purchase that shows the date of purchase, to a Service location listed in the "CASIO is here to HELP" page. There will be no parts or labor charge to you for valid warranty services. Due to the possibility of damage or loss during shipping, it is recommended when sending the product for service that you package the product securely and send it insured, return receipt requested.

The customer shall NOT have any claim under this warranty for repair or adjustment expenses if:

1. The problem is caused by improper, rough or careless treatment;
2. The problem is caused by a fire or other natural calamity;
3. The problem is caused by improper repair or adjustment made by anyone other than a CASIO Service Center;
4. The problem is caused by broken display or button;
5. The case is damaged or worn;
6. Maintenance requested consists of repair or replacement of options, accessories, software, or consumables (AC adaptor, cable, battery, etc.);
7. The proof of purchase is not presented when requesting service; or
8. The warranty period has expired.

NEITHER THIS WARRANTY NOT ANY OTHER WARRANTY OF GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, SHALL EXTEND BEYOND THE WARRANTY PERIOD. NO RESPONSIBILITY IS ASSUMED FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGE RESULTING FROM INACCURACY OR MATHEMATICAL INACCURACY OF THE PRODUCT OR LOSS OF STORED DATA. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS AND SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR EXCLUSION OR LIMITATION BY A PARTY OF LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY THAT PARTY'S NEGLIGENCE, SO THE ABOVE LIMITATIONS OR EXCLUSIONS SHALL NOT IN SUCH CASES APPLY. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE, JURISDICTION TO JURISDICTION, OR COUNTRY TO COUNTRY. NOTHING IN THIS WARRANTY AFFECTS YOUR STATUTORY RIGHTS.

To obtain warranty service instructions, verify the problem and obtain Return Merchandise Authorization (RMA) number, please call Casio tech support at 1-800-981-3698.

NOTE: Any product returned without an RMA number will be refused upon delivery. For trouble shooting, to enquire about extended service warranties or to register your product online, please call the number listed above or visit our website - www.casio.com (Opens a new window)

CASIO AMERICA, INC. 570 Mount Pleasant Ave. Dover, NJ 07801 USA

To obtain information regarding other projector warranties please
visit http://www.casioprojector.com/features/warranty/extended_warranty (Opens a new window)

CISCO WARRANTY TERMS AND CONDITIONS

CISCO WARRANTY

Cisco 90-Day Limited Hardware Warranty Terms

The following are terms applicable to your hardware warranty. Your formal Warranty Statement, including the warranty applicable to Cisco software, appears in the *Cisco Information Packet* that accompanies your Cisco product.

Duration of Hardware Warranty: Ninety (90) Days

Replacement, Repair or Refund Procedure for Hardware: Cisco or its service center will use commercially reasonable efforts to ship a replacement part within ten (10) working days after receipt of the RMA request. Actual delivery times may vary depending on Customer location.

Cisco reserves the right to refund the purchase price as its exclusive warranty remedy.

To Receive a Return Materials Authorization (RMA) Number: Please contact the party from whom you purchased the product. If you purchased the product directly from Cisco, contact your Cisco Sales and Service Representative.

Complete the form below and keep for ready reference.

Product purchased from:	
Their telephone number:	
Product Model and Serial number:	
Maintenance Contract number:	

Product warranty terms and other information applicable to Cisco products are available at the following URL:

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

Cisco EULA

September 24, 2013 as provided on Cisco.com:

<http://www.cisco.com/en/US/docs/general/warranty/English/EU1KEN.html>

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9. Subscriber Responsibilities.

a. Account Number/Password. Except when Subscriber's account number/password is obtained by a third party as a result of a material breach of WebEx's physical or computer system security arising from circumstances within WebEx's control, Subscriber agrees that Subscriber is solely responsible for maintaining the confidentiality of Subscriber's username, account number and passwords and solely responsible for any unauthorized usage. Subscriber agrees to immediately notify WebEx of any unauthorized use of Subscriber's account of which Subscriber becomes aware.

b. Content. Except when Subscriber's account is accessed by a third party as a result of a material breach of WebEx's physical or computer system security arising from circumstances within WebEx's control, Subscriber agrees that it is solely responsible for the content of all visual, written or audible communications, files, documents, videos, recordings, and any other material ("Content") displayed, posted, uploaded, stored, exchanged or transmitted on or through the Service. Under no circumstances will WebEx be liable to Subscriber for any loss or damages: (i) arising from any Content, or Content related errors or omissions; or (ii) incurred as a result of the use of, access to, or denial of access to the Content. Subscriber understands and agrees that by displaying, posting, uploading, storing, exchanging or transmitting Content while using the Services or otherwise providing Content to a WebEx website or space ("Site"), Subscriber automatically grants (and warrants and represents it has a right to grant) to WebEx, solely for the purpose of offering the Sites and/or the Services to Subscriber, a world-wide, royalty-free, sublicensable (so WebEx affiliates, contractors, resellers and partners can deliver the Services) license to use, modify, publicly perform, publicly display, reproduce and distribute the Content, during the course of this Agreement and any delivery of Services. If at any time Subscriber objects to any material on a Site, Subscriber's sole remedy is to cease using it (to the extent not prohibited by applicable law). WebEx does not endorse and has no control over what Subscribers or other users of the Service ("Users") post or submit to a Site. Subscriber shall contact WebEx Customer Support at 866-229- 3239 if Subscriber becomes aware of misuse of the Services by any person. WebEx cannot guarantee the accuracy of any information submitted by any User or Content, nor any identity information about any User. WebEx may without notice or liability investigate any complaints and violations or suspected violations of this Agreement that come to its attention and may take any action that it believes is appropriate, including, but not limited to, to rejecting, refusing to post or removing any profile, posting Content, or other data, or restricting, suspending, or terminating Subscriber or any User's access to a Site or Services. However, because situations and interpretations vary, WebEx also reserves the right not to take any action.

c. Communications. Subscriber agrees that Subscriber will not use the Services to send unsolicited email outside Subscriber's company or organization (e.g., "spam") in violation of applicable law, falsify any email header information when sending emails (e.g., "spoofing"), or attempt to acquire sensitive information such as usernames, passwords and credit card details by masquerading as a trustworthy entity (e.g., "phishing"). Subscriber further agrees not to use the Services to communicate any message or material that is harassing, libelous, threatening, obscene, or that would violate the intellectual property rights of any party, give rise to civil liability, constitute a criminal offense, or is otherwise unlawful under any applicable law or regulation. Subscriber agrees to indemnify, defend and hold harmless WebEx from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Subscriber's violation of this Section 9.

d. Privacy. Subscriber acknowledges and agrees that WebEx acts as a passive conduit and it will not monitor or disclose Content, except as needed to provide the Services, as instructed by Subscriber, or as otherwise required by law. Use of the Sites and the Services constitutes consent by Subscriber to WebEx's and/or its affiliates' collection and use of such information and, for European Economic Area (EEA) customers, to the transfer of such information to a location outside the EEA, as well as to other countries deemed to have adequate data protection laws. Use of Sites and the Services is also subject to the Cisco Systems, Inc. Online Privacy Statement located at <http://www.cisco.com/web/siteassets/legal/privacy.html>, which is incorporated into this Agreement by this reference. The foregoing notwithstanding, WebEx may contact Subscriber via e-mail or otherwise with information relevant to Subscriber's use of the Services and payment obligations, if any, regardless of whether Subscriber has opted out of receiving such notices. Subscriber also agrees to have Subscriber's name and/or email address listed in the header of certain communications Subscriber initiates through the Services.

10. Warranty Disclaimer. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE SERVICES, SITES, AND ANY ASSOCIATED SOFTWARE, ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, WEBEX, AND ITS SUPPLIERS, RESELLERS AND AFFILIATES, EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WEBEX, AND ITS SUPPLIERS, RESELLERS AND AFFILIATES, MAKE NO WARRANTY OR REPRESENTATION REGARDING THE SERVICES, ANY INFORMATION, MATERIALS, GOODS OR SERVICES OBTAINED THROUGH THE SERVICES OR THE SITES, OR THAT THE SERVICES WILL MEET ANY SUBSCRIBER REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. Without limiting the foregoing, the Services are not designed or licensed for use in environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems, and WebEx, and its suppliers, resellers and affiliates, specifically disclaim any express or implied warranty of fitness for such purposes.

11. Limitation of Liability. IN NO EVENT WILL WEBEX, OR ITS SUPPLIERS, RESELLERS OR AFFILIATES, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES

WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, PROCUREMENT OF SUBSTITUTE GOODS AND/OR SERVICES, OR ANY OTHER PECUNIARY LOSS) INCLUDING BUT NOT LIMITED TO CLAIMS ARISING OUT OF, OR RESULTING FROM THE USE OF OR INABILITY TO USE THE SERVICES, THE SITES, OR ASSOCIATED SOFTWARE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF WEBEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, WEBEX'S (AND ITS SUPPLIERS', RESELLERS' AND AFFILIATES') MAXIMUM CUMULATIVE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY SUBSCRIBER, IF ANY, FOR THE SUBSCRIPTION SERVICE FEES IN THE PREVIOUS TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIMS EVEN IF ANY REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION IS CUMULATIVE AND NOT PER INCIDENT (I.E., THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT). Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to Subscriber.

12. General.

a. Proprietary Rights. Excluding Subscriber Marks and Content, WebEx and/or its suppliers, as applicable, retain ownership of all proprietary rights in the Services and Sites and in all trade names, trademarks, service marks, logos, and domain names ("WebEx Marks") associated or displayed with the Services. Subscriber may not frame or utilize framing techniques to enclose any WebEx Marks, or other proprietary information (including images, text, page layout, or form) of WebEx without WebEx's express written consent. Subscriber may not use any meta tags or any other "hidden text" utilizing WebEx Marks without WebEx's express written consent.

b. Use of Subscriber's Name and Logo. Subscriber agrees that WebEx may use Subscriber's name, logo and other trademarks or service marks of Subscriber (collectively "Subscriber's Trademarks") to create a co-branded Services website as part of delivery of the Services. Nothing in this Agreement transfers to WebEx any right, title or interest in or to the Subscriber's Trademarks, and all goodwill arising from use of the Subscriber's Trademarks will inure to the Subscriber's benefit.

c. Copyright Policy. Subscriber retains copyright and any other rights it already holds in Content which Subscriber submits, stores, posts or displays on or through, the Services. Subscriber may not post, store, modify, distribute, or reproduce in any way copyrighted material, trademarks, rights of publicity or other proprietary rights without obtaining the prior written consent of the owner of such proprietary rights. WebEx may deny access to the Sites or the Services to any User who is alleged to infringe another party's copyright. If Subscriber believes that WebEx or any of its affiliates or any user of WebEx has violated a copyright, please contact us at: DMCAagent@cisco.com for details on how to properly notify us of a potential copyright infringement or other intellectual property rights issue. In the event Subscriber's content is removed pursuant to this process, Subscriber will receive information on how to file a counter-notice. Notices and counter-notices are legal notices distinct from regular Service activities or communications. As such, they are not subject to WebEx's Privacy Policy. This means WebEx may publish or share them with third parties at WebEx's discretion, and WebEx may produce them pursuant to a legal discovery request.

d. Assignment. Neither party may assign or delegate their respective obligations under this Agreement either in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign their rights and obligations under this Agreement as the result of a merger, consolidation, acquisition or the sale of all or substantially all of the assets of the assigning party and WebEx may assign its rights and delegate its obligations in whole or in part to an affiliate. Either party may terminate this Agreement upon ten (10) days notice, if the assignee can be reasonably considered a competitor of the non-assigning party.

e. Interpretation and Conflicting Terms. This Agreement will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party. This Agreement has been prepared in the English Language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes. This Agreement, including all Attachments and Service-specific Supplemental Terms (if any), constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. To the extent that any provision of this Agreement and any Order Form conflict, the terms of the Order Form shall control. However, WebEx and Subscriber shall not be bound by terms additional to or different from those in this Agreement that appear in Subscriber's or WebEx's acknowledgements, purchase orders, quotations, prior understandings, or in any other communications between the parties, unless such terms are expressly agreed to by amendment to this Agreement, and are executed by both Subscriber and WebEx.

f. Force Majeure. Neither party will be responsible for failure of performance due to causes beyond its control. Such causes include (without limitation) accidents, acts of God, labor disputes, actions of any government agency, shortage of materials, acts of terrorism, or the stability or availability of the Internet or a portion thereof.

g. Waivers. The waiver of any one breach, default or right granted under this Agreement will not constitute the waiver of any subsequent breach, default or right granted. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will continue in full force and effect.

h. Use of the Services. Subscriber may use the Services only as permitted under the terms and conditions of this Agreement or other written agreements between Subscriber and WebEx. Subscriber will not resell, distribute, use on a timeshare or service bureau basis, or otherwise directly generate income from the Services. Subscriber will not modify, make derivative works of, disassemble, decompile or reverse engineer the Sites, Services or any component thereof (except to the

extent expressly permitted by law). For meeting Services, Subscriber may use the Services only for sessions or meetings in which Subscriber is an active participant.

i. Software. Subscriber may be required to download and install WebEx software ("Software"). In that event, WebEx agrees to provide Subscriber with a limited, personal, non-exclusive, non-transferable, non-sublicensable license to use the Software in accordance to the terms of this Agreement. Subscriber may not use the Software for anything other than as intended by WebEx in connection with Subscriber's use of the Services. Subscriber may not use the Software with any device, program or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by copyright laws. All rights not expressly granted by WebEx are hereby reserved. Subscriber agrees not to take any action to interfere with WebEx's or its supplier's ownership of or rights in the Software. Subscriber agrees that, unless otherwise permitted in this license or by law, Subscriber will not: (i) reproduce, republish, display, frame, download, distribute, or transmit the Software; (ii) to the extent permitted under applicable law redistribute, encumber, sell, rent, lease, loan, sublicense, assign, or otherwise transfer rights to the Software; (iii) modify or create any derivative works based on the Software, including customization, translation, or localization; (iv) copy, reproduce, reuse in another product or service, modify, alter, or display in any manner any software or files, or parts thereof, included as part of the Software; (v) except to the extent expressly permitted by law, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the Software, or in any way ascertain, decipher, or obtain the communications protocols for accessing the Software, or the underlying ideas or algorithms of the Software; (vi) create or use any software other than as authorized by WebEx to access the Software; (vii) attempt to gain unauthorized access to the Software or to any account, application, platform, computer system or network associated with the Software; (viii) use the Software in any way that violates this Agreement, or any other agreements between Subscriber and WebEx or its affiliates, or any law; and (ix) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the Software or associated with the Services.

j. Legal Compliance. Subscriber agrees that Subscriber will comply with all applicable laws and regulations in connection with Subscriber's use of the Services, including, but not limited to: (a) with respect to personally identifiable information sent or received by Subscriber, all applicable privacy laws and regulations, (b) laws relating to the recording of communications, including, when required, advising all participants in a recorded WebEx meeting or event that the meeting or event is being recorded, and (c) laws relating to the use of VoIP-based services, if applicable. It is the sole responsibility of Subscriber to ensure it has the right to use all features of the Services in Subscriber's jurisdiction. WebEx may modify or not make available Services or Service features to comply with applicable laws and regulations. Subscriber represents that Subscriber is not an individual less than 18 years of age, or an emancipated minor, or over the age of 13 and possess legal parental or guardian consent to register for and use the Sites and Services. WebEx products, technology and the Services are subject to U.S. and local export control laws and regulations. Subscriber shall comply with such laws and regulations governing use, export, re-export, and transfer of products, technology and Services and will obtain all required U.S. and local authorizations, permits, or licenses. Subscriber certifies that Subscriber and any third parties Subscriber invites will not use the Service from within an embargoed country. Subscriber certifies that they are not on the U.S. Department of Commerce's Denied Persons List or affiliated lists, on the U.S. Department of Treasury's Specially Designated Nationals List or on any U.S. Government export exclusion lists. The export obligations under this clause shall survive the expiration or termination of this Agreement.

k. Governing Law. Subscriber's use of the Services is subject to Subscriber entering into the Agreement with the WebEx entity specified below based on where Subscriber or its business is located. Choice of law and the location for resolving disputes with such WebEx entity for Subscriber's region/country is also specified below. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under those applicable laws.

i. For North America and South America, the WebEx entity is Cisco WebEx LLC. The websites for this region are webex.com (US and Canada), webex.com.mx (for Latin America) and webex.com.br (for Brazil). Governing law for this region is the laws of the State of California, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of law. The State and Federal courts of California shall have exclusive jurisdiction over any claim.

ii. For Europe, Africa and the Middle East, the following shall apply. For the United Kingdom, the WebEx entity is WebEx Communications UK, Ltd. and the website is webex.co.uk. For France, the WebEx entity is WebEx Communications France SARL and the website is webex.co.fr. For Germany, the WebEx entity is WebEx Communications Deutschland GmbH and the website is webex.co.de. For the rest of Europe, Africa and the Middle East, the WebEx entity is WebEx Communications B.V. and the websites vary by location, please check webex.com for links to specific local country websites, including webex.es (for Spain). Governing law for these regions/countries is the laws of England. The English Courts shall have exclusive jurisdiction over any claim arising under this Agreement. No person who is not a party to this Agreement shall be entitled to enforce or take the benefit of any of its terms under the Contracts (Rights of Third Parties) Act 1999.

iii. For Japan, the WebEx entity is WebEx Communications Japan, K.K. The website for Japan is webex.co.jp. Governing law is the laws of Japan. The Tokyo District Court shall have exclusive jurisdiction over any claim arising under this Agreement.

iv. For Australia, New Zealand, Oceania, China, India and the rest of Asia, the following shall apply. For Australia, New Zealand and Oceania, the WebEx entity is WebEx Australia Pty Ltd. and the website is webex.com.au. For India, the WebEx entity is WebEx Communications India Private Limited and the website is webex.co.in. For China, the WebEx entity is WebEx (China) Software Ltd. Co. and the website is webex.com.cn. For the rest of Asia, the WebEx entity is WebEx Asia Limited and the websites include webex.com.hk (for Hong Kong) and webex.co.kr (for South Korea). Governing law for these regions/countries is the laws of the State of New South Wales, Australia, as if performed wholly within the state and without giving effect to the principles of conflicts of law. The State and Federal Courts of New South Wales shall have exclusive jurisdiction over any claim arising under this Agreement.

v. Notwithstanding the foregoing, either party shall at all times have the right to commence proceedings in any other court of its choice for interim injunctive relief in the event of threatened or actual breach of intellectual property rights.

vi. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement.



Cisco Systems, Inc.
US Public Sector
13635 Dulles Technology Drive
Herndon, VA 20171
(703) 484-5500

Cisco Systems, Inc. Supplemental EULAs (SEULAs) provided at the request of the General Services Administration Schedule Program and are authorized by Cisco solely for the use of GSA Schedule Customer orders.

Cisco Supplemental EULAs (SEULAs) as provided on September 24, 2013

Pg	Coverage	Specific SEULA topic	Reference
3	Cisco Meraki Cloud Networking	Cisco Meraki Cloud Networking	DOC
9	Cloud and Systems Management	Cisco Active Network Abstraction	DOC-19972
10	Cloud and Systems Management	Cisco Cloud Portal	DOC-67346
10	Cloud and Systems Management	Cisco Workplace Portal	DOC-67346
12	Cloud and Systems Management	Cisco Configuration Engine 3.0 Media and Developer Kit	DOC-13883
13	Cloud and Systems Management	Cisco Connected Grid Network Management System	DOC-68737
14	Cloud and Systems Management	Cisco Intelligent Automation for Cloud	DOC-68556
14	Cloud and Systems Management	Cisco Intelligent Automation for Compute	DOC-68556
14	Cloud and Systems Management	Cisco Intelligent Automation for SAP	DOC-68556
16	Cloud and Systems Management	Cisco Prime LMS 4.1	DOC-58713
16	Cloud and Systems Management	Cisco Prime Infrastructure	DOC-58713
18	Cloud and Systems Management	Cisco Prime Central	DOC-58855
14	Cloud and Systems Management	Cisco Process Orchestrator	DOC-68556
14	Cloud and Systems Management	Cisco Server Provisioner	DOC-68556
14	Cloud and Systems Management	Cisco Tidal Enterprise Scheduler	DOC-68556
20	Cloud and Systems Management	Cisco Tidal Enterprise Scheduler (Cisco Cloud Portal, Workplace Portal and Cisco Service Connector)	DOC-68700
14	Cloud and Systems Management	Cisco Tidal Performance Analyzer	DOC-68556
22	Cloud and Systems Management	Cisco Tidal Intelligent Automation	DOC-31651
24	Cloud and Systems Management	Cisco Unified Provisioning Manager	DOC-21311
24	Cloud and Systems Management	Cisco Unified Operations Manager	DOC-21311
24	Cloud and Systems Management	Cisco Unified Service Monitor	DOC-21311
24	Cloud and Systems Management	Cisco Unified Service Statistics Manager	DOC-21311
26	Collaboration	Cisco Magento Managed Services	DOC
29	Collaboration	Cisco UC Virtualization Hypervisor and Cisco UC Virtualization Foundation	DOC
31	Collaboration	Cisco Unified Communications Manager 7.X NFR Kit	DOC-19231
33	Collaboration	Cisco Unified Communications Manager 8.X NFR Kit	DOC-16947
35	Collaboration	Cisco Unified Video Conferencing	DOC-29311
35	Collaboration	Cisco Unified Videoconferencing Manager	DOC-29311
37	Routers	CSR 1000V	DOC-62134
39	Security	Cisco AnyConnect Secure Mobility Client	DOC-1
46	Security	Cisco ASA 5585-X CX-10 Web Security Essentials	DOC-61013



47	Security	Cisco ASA Next Generation Firewall Services (formerly ASA CX Context-Aware Security) Application Visibility & Control	DOC-2
49	Security	Cisco ASA Next Generation Firewall Services (formerly ASA CX Context-Aware Security) Web Security Essentials	DOC-3
50	Security	Cisco ISE Wireless	DOC-4
51	Security	Cisco ISE Wireless Upgrade	DOC-5
52	Security	Cisco ISE Advance	DOC-6
53	Security	Cisco ISE Migration	DOC-7
54	Security	Cisco ISE All-in-One	DOC-8
56	Security	Cisco Content Security Software (formerly Cisco IronPort Email and Web Security Appliances and Security Management Application)	DOC
59	Security	Cisco ASA 1000V Cloud Firewall	DOC-11
61	Security	Cisco Integrated Security Appliance (ISA)	DOC-12
63	Security	Cisco ACS (all-in-one version)	DOC-14
35	TelePresence	Cisco TelePresence Commercial Express	DOC-29311
65	TelePresence	Cisco TelePresence Multipoint Switch 1.5	DOC-14958
35,65	TelePresence	Cisco TelePresence Manager	DOC-14958 DOC-29311
65	TelePresence	Cisco TelePresence Primary Codec	DOC-14958
35,65	TelePresence	Cisco TelePresence Express Multipoint Switch	DOC-14958 DOC-29311
65	TelePresence	Cisco TelePresence Express Manager System	DOC-14958
67	TelePresence	Cisco TelePresence Multipoint Switch	DOC-26211
68	TelePresence	CTS Management	DOC-20211
69	Video	Cisco Video Control Plane and CDN Manager	DOC-66875
71	Video	Cisco Videoscape Media Managed Services and Videoscape Media Suite Software	DOC-31551
71	Video	Cisco Videoscape Media Suite CMS	DOC-31151
71	Video	Cisco Videoscape Media Suite Entitlement	DOC-31151
71	Video	Cisco Videoscape Media Suite Publisher	DOC-31151
71	Video	Cisco Videoscape Media Suite Streaming Player	DOC-31151
73	WebEx	Cisco WebEx Meeting Server	DOC
77	WebEx	Cisco WebEx Social	DOC

**Meraki LLC**

660 Alabama Street
San Francisco, CA 94110

Last Updated May 30, 2013

SUPPLEMENTAL END USER LICENSE AGREEMENT

THIS SUPPLEMENTAL END USER LICENSE AGREEMENT (THIS "AGREEMENT") SUPPLEMENTS AND AMENDS THE TERMS OF THE CISCO SYSTEMS, INC. ("CISCO") END USER LICENSE AGREEMENT AVAILABLE AT THE FOLLOWING WEB ADDRESS: <http://www.cisco.com/go/eula> (THE "EULA"). THIS AGREEMENT FORMS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND MERAKI LLC AND ITS AFFILIATES, INCLUDING CISCO, ITS PARENT COMPANY ("MERAKI") AND GOVERNS YOUR ACQUISITION AND USE OF MERAKI PRODUCTS. PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT GOVERNS THE TERMS UNDER WHICH YOU MAY USE OUR FREE WEB AND MOBILE APPS, PURCHASE HARDWARE FROM US OR OUR AUTHORIZED RESELLERS, AND PURCHASE A LICENSE TO USE OUR PROPRIETARY WEB-BASED HOSTED SOFTWARE PLATFORM THAT INTERACTS WITH OUR HARDWARE. YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT AND TO USE OUR PRODUCTS IN COMPLIANCE WITH THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE DO NOT USE OUR PRODUCTS.

The terms "Customer," "you," "your," and "yours" refer to you, the end GSA customer, the authorized entity permitted to use the Products, whether obtained directly from Meraki or through one of our authorized resellers. The terms "Meraki" "we," "us," and "our" refer to Meraki, LLC, a Delaware limited liability company with offices at 500 Terry Francois Street, San Francisco, California, 94158. For any material modifications to this Agreement, such modifications will be effective if they are stated in a writing, signed by both parties. ...

ARTICLE 1 DEFINITIONS

For purposes of this Agreement, the following terms have the corresponding definitions listed below.

"Agent Software" means Meraki's downloadable software client that is installed on a computer or mobile device as part of the Systems Manager application.

"Apps License" has the meaning given to it in Section 3.2, below.

"Customer Content" means content prepared by you for use with the Products, whether or not provided to Meraki, including logos, splash pages, network configurations, and preferences.

"Device Management Functionality" means the actions that may be performed by Customer or by Meraki on a mobile device or other device (e.g., a laptop computer) managed by our Systems Manager product, including: (i) list, access, copy, move, and delete files; (ii) track and record device location over time; (iii) take and record screenshots (on computers only); (iv) set and enforce policies; and (v) install and remove apps (on mobile devices only).

"Documentation" means any user instructions, manuals, Specifications, or other documentation provided by Meraki at <http://meraki.cisco.com> that relates to the use of the Products, including any Modifications.

"Distributor" has the meaning given to it in Section 3.7, below

"End Users" means those persons who obtain access to your Network.

"Feedback" has the meaning given to it in Section 5.1, below.

"Firmware" means our proprietary software embedded in or otherwise running on the Hardware.

"Firmware License" has the meaning given to it in Section 3.1, below.

"Governing Documents" has the meaning given to it in Section 8.1, below.

"Hardware" means the Meraki hardware products listed on an Order.

"Hosted Software" means our proprietary, web-based software platform, including the interface known as the "Dashboard" and any Agent Software, but specifically excluding the Web Apps.

"Hosted Software License" has the meaning given to it in Section 3.1, below.

"Intellectual Property Rights" means all (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, (b) trademarks, service marks, trade name and logo rights, and similar rights, (c) trade secret rights and other rights in inventions, know-how and confidential or proprietary information, (d) patent rights, (e) domain names and Internet keywords, (f) other intellectual property or other proprietary rights, whether arising by operation of law, contract, license, or otherwise, and (g) registrations, initial applications, renewals, extensions, provisionals, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

"Licenses" means, collectively, the Firmware License, the Hosted Software License, and the Apps License.

"Mobile Apps" means the Agent Software for mobile devices.



"Modification" or "Modifications" means all changes incorporated into or used with the Software or Documentation, including enhancements, standard releases, and patches.

"Network" means your local area network, created in whole or in part by use of our Products.

"Order" means a purchase order submitted by you either directly to Meraki or to one of our authorized resellers with respect to the purchase of the hardware products, software products, and related licenses listed on such Order.

"Products" means, collectively, the Hardware, the Software, the Documentation, and the Support Services.

"Purchase Price" means the aggregate price you paid for the Products listed on the applicable Order.

"RMA" has the meaning given to it in Section 7.2, below.

"Service Level Agreement" means the Service Level Agreement included as Attachment 1, which governs the terms of the Service Level Warranty.

"Service Level Warranty" has the meaning given to it in Section 7.1, below.

"Software" means, collectively, the Firmware, the Hosted Software, and the Web Apps.

"Specifications" has the meaning given to it in Section 4.1, below.

"Systems Manager" means the Web App currently known as Systems Manager.

"Systems Manager Data" means the data collected through the Device Management Functionality and otherwise through Systems Manager.

"Support Services" means the customer support services described below in Attachment 2.

"Term" means the term of the Hosted Software License(s) indicated on the Order or as subsequently modified in connection with the purchase of additional Hosted Software Licenses so that the Term with respect to all such licenses expires at the same time in accordance with the provisions of Section 6.1, below.

"Traffic Information" means, collectively, information about devices that connect to the Network, such as MAC address, device type, operating system, geolocation information, and information transmitted by devices when attempting to access or download data or content (e.g., hostnames, protocols, port numbers, and IP addresses) via the Network.

"Warranty Period" means, with respect to any item of Hardware, the greater of one year or the warranty period set forth in the applicable Specifications, commencing, in either case, on the date the applicable Hardware is shipped to Customer in fulfillment of the Order.

"Web Apps" means the web-based applications (available to you at <http://meraki.cisco.com>) currently known as "Mapper," "Stumbler," and "Systems Manager."

ARTICLE 2 SERVICES

2.1. Meraki Responsibilities. If you have purchased a Hosted Software License, we will provide you with access to the Hosted Software commencing as of the date your Order ships through the expiration of the Term, subject to the terms of this Agreement.

2.2. Customer Responsibilities. You are responsible for your use of the Products in full compliance with this Agreement and for all activities engaged in by you and your End Users while using your Network, including without limitation: (i) promptly updating the registration information of the primary account holder for the Hosted Software if it changes or is no longer current, accurate and complete; (ii) using commercially reasonable efforts to prevent unauthorized access to, or use of, the Hosted Software, and notifying Meraki promptly of such unauthorized access or use; (iii) being responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all activities of your End Users and providing any support services your End Users may need; (iv) obtaining and maintaining all Hardware and other communications equipment needed to access the Hosted Software or Web Apps and for paying all required third-party access charges (v) being responsible for, and assuming the risk of, any problems resulting from the content, completeness, accuracy, and consistency of all Customer Content; and (vi) complying with all applicable local, state, federal, and foreign laws in using the Hosted Software, or Web Apps.

ARTICLE 3 LICENSES

3.1. Firmware License and Hosted Software License. Subject to the terms and conditions of this Agreement, Meraki grants you a non-sublicensable, non-transferable (except as otherwise provided herein) and non-exclusive license, for the duration of the Term, to (i) use the Firmware only for internal purposes, in object code form, as embedded in, or for execution on, the Hardware (the "Firmware License"), and (ii) access the Hosted Software via a web browser and use the Hosted Software solely for internal business purposes (the "Hosted Software License").

3.2. Apps License. If you access any of the Web Apps, including the download and/or installation of any related Agent Software, or download any Mobile App, then, subject to the terms and conditions of this Agreement, Meraki grants you an individual, personal, non-sublicensable, non-exclusive, and non-transferable (except as otherwise provided herein) license to use the Web Apps or Mobile App, as applicable, for your personal or internal business



purposes (the "Apps License").

3.3 Reserved.

3.4. **Modifications.** If, during the Term, Meraki integrates any Modifications into the Firmware, Hosted Software, or Web Apps, each such Modification and all related Documentation, will be deemed to be part of the Firmware, Hosted Software, or Web Apps and made available to the Government only under the terms of the applicable Firmware License, Hosted Software License, or Apps License.

3.5. **License to Customer Content.** You hereby grant us a non-sublicensable and non-exclusive license to reproduce, distribute, or use any Customer Content for the duration of the License(s) applicable to the Products you are using in connection with our delivery of the Products and services contemplated by this Agreement. You understand and agree that Meraki may use and disclose, in an aggregated format only, any and all data that is derived or collected from your use of the Products for the purpose of generally improving the Products and to otherwise operate, manage, maintain, improve, or promote Meraki's products and services, provided that such aggregated data would not reasonably be identifiable as originating with or associated with you or any End User.

3.6. **Restrictions.** In exchange for the grant of the applicable license or licenses set forth above, you agree you will not, and will not permit others to, whether directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas or algorithms of the Software; (ii) modify, translate, or create derivative works based on the Software; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the Software; (iv) use or attempt to use the Firmware on third party hardware components; or (v) remove any proprietary notices or labels on the Software.

3.7. **Special Terms Regarding Apple.** Mobile Apps may be distributed by Meraki via a third party ("Distributor"), including Apple, Inc. You acknowledge that this Agreement is entered into solely between you and Meraki. This Agreement is not intended to provide for usage rules for Mobile Apps that are less restrictive than the Usage Rules set forth for Licensed Applications in, or that otherwise conflict with, the App Store Terms of Service as of the date that you accept the App Store Terms of Service (which you acknowledge you have had the opportunity to review).

ARTICLE 4 HARDWARE

4.1. **Use.** The specifications for any Hardware you have purchased are set forth on the relevant Meraki data sheets (which can be found on <http://meraki.cisco.com>) (the "Specifications"). You will use the Hardware only in accordance with the Specifications and subject to the terms of this Agreement, including this ARTICLE 4.

4.2. **Restrictions.** You will not, and will not permit others to, whether directly or indirectly: (i) disassemble or attempt to reverse engineer the Hardware; (ii) remove or erase the Firmware from the Hardware, or otherwise try to disable or alter the Firmware functionality; (iii) load any other software onto the Hardware; (iv), make any alterations, updates, enhancements, additions or improvements to the Hardware without the prior written approval of Meraki; or (v) remove any logo, trademark, or service mark of Meraki from any item of Hardware. Any alterations, updates, enhancements, additions, or improvements so approved will be the sole property of Meraki. If any alterations, updates, enhancements, additions or improvements interfere with the normal operation, maintenance, or support of the Hardware (including by increasing the cost of maintenance or support or creating a safety hazard), you will promptly remove the same and restore the Hardware to its normal condition.

ARTICLE 5 OWNERSHIP

5.1. **Meraki Property.** Except as provided in Section 5.2, below, as between you and Meraki, Meraki owns (i) all right, title, and interest, including all Intellectual Property Rights therein, in and to the Software and Documentation, and (ii) all Intellectual Property Rights in the Hardware. Nothing in this Agreement will be construed as transferring or changing our Intellectual Property Rights or interests in the Products in any respect. In addition, we will own any and all right, title, and interest in and to any feedback, suggestions, information, or materials you convey to us will be controlled by applicable provisions of the Copyright Act, 17 U.S.C. § 103 and the FAR clause at 52.227-14 related to the Products in connection with your use of the Products ("Feedback"). You hereby assign to Meraki all right, title, and interest in such Feedback and will execute any documents and take any additional actions Meraki deems necessary to evidence, record, or perfect the foregoing assignment.

5.2. **Customer Property.** Except as provided in Section 3.5, above, as between you and Meraki, you own the Customer Content and all Intellectual Property Rights therein. Nothing in this Agreement will be construed as transferring or changing your ownership rights or interests in the Customer Content in any respect.

5.3. **Reservation of Rights.** Other than the rights expressly granted to you in this Agreement, we reserve all rights with respect to the Products and any and all related rights, including any derivative works and any media, mode, or method of distribution or transmission of the Products, whether available now or developed in the future.

5.4. **Privacy and Data Collection.** Our Privacy Policy hereby incorporated into this Agreement as Attachment 3. Please read the Privacy Policy carefully for information relating to our collection, use, and disclosure of personal information. We



collect Traffic Information and may from time to time make available functionality that allows the Government to limit or restrict the types of Traffic Information we collect. Additionally, for devices with Agent Software installed, we transmit certain geolocation information about those devices and the networks on which they are running to Google Inc. ("Google"), which provides us with related geolocation information that we store and make available to network administrators as described in our Privacy Policy. Google's Privacy Policy, and not Meraki's, governs Google's handling of the information that we provide to Google. We use Traffic Information to make data available to you regarding, and to allow you to exercise certain controls with respect to, the traffic on your Network. We use Systems Manager Data to provide support and conduct product development activities. You represent and warrant to us that you have obtained or will obtain valid consent from each End User to add that End User's device to the Network, to permit you and Meraki to collect, use, and disclose Traffic Information as described in this Section 5.4, and, to the extent you use Systems Manager, to use Systems Manager as described above (including, without limitation, accessing and deleting files on devices) and to permit you and Meraki to collect, use, and disclose Systems Manager Data as described in this Section 5.4. You hereby consent to our collection, use, and disclosure of Traffic Information and, to the extent you use Systems Manager, to our use of the Device Management Functionality and its collection, use, and disclosure of Systems Manager Data, in each case as described in this Section 5.4.

5.5. **Publicity.** Neither we, nor you, will use the other's name, trademark, or trade name without the prior written consent of the other party.

ARTICLE 6 TERM AND TERMINATION

6.1. **Term.** This Agreement will be effective with respect to your use of the Products until the expiration of the License(s) applicable to the Products you are using, unless earlier terminated under the FAR. To the extent that you purchase additional Hosted Software License(s) subsequent to the date of the first Order, the duration of each Hosted Software License you have purchased will be adjusted such that all of your Hosted Software Licenses terminate on the same date.

The new co-termination date is calculated as a function of (i) the remaining time on your existing Hosted Software License(s) at the time of purchase, (ii) the duration of the Hosted Software License(s) purchased, and (iii) the one-year list price of each such Hosted Software License. This function produces a time value attributable to each Hosted Software License purchased that, when added together with the time value attributable to all new Hosted Software Licenses in a given purchase, yields what we call the "Incremental Dollar Days" associated with the new purchase. In addition, based on the one-year list price of all Hosted Software Licenses in your Network and the number of each type of Hosted Software License purchased, we determine the amount of Hosted Software License value that your Network consumes each day, what we call the "Daily License Usage Rate." By dividing the Incremental Dollar Days by the Daily License Usage Rate, and adding the resulting number of days to the remaining time on your existing Hosted Software Licenses we arrive at the adjusted co-termination date following any new purchase. For further information regarding our licensing and co-termination policies please visit <http://meraki.cisco.com/support/#policies:licensing>.

6.2. **Termination.** Termination may only be effected by the procedures set forth in the FAR.

6.3. **Effect of Termination.** Upon the termination of this Agreement for any reason, your access to and right to use the Products will terminate, and all Licenses will terminate. Upon expiration of a Hosted Software License, your Apps License will survive and you may continue to access and use the Web Apps and Mobile Apps, subject to the terms and conditions of this Agreement. Upon termination of this Agreement, each party will return (or destroy) any Confidential Information of the other party in its possession. The following provisions of this Agreement will survive any termination of the Agreement: Sections 5.1, 5.2, 5.3, 5.4, and 6.3, and ARTICLE 8.

ARTICLE 7 MERAKI WARRANTIES

7.1. **Service Warranties.** Meraki will make reasonable efforts to provide the Hosted Software and Web Apps available in accordance with the service level warranty set forth in the Service Level Agreement included as Attachment 1 (the "Service Level Warranty"). The remedy set forth in the Service Level Agreement is your sole and exclusive remedy with respect to the subject matter of the Service Level Agreement, and our sole and exclusive liability, in contract, tort, or otherwise, for any breach of the Service Level Warranty.

7.2. **Hardware Warranties.** We represent and warrant to you, the entity who obtained the Hardware from Meraki or its authorized reseller, but not to any End Users or other third parties, as follows: (i) for the Warranty Period, the Hardware will be free from material defects in materials and workmanship; (ii) all items of Hardware are new or refurbished unless otherwise indicated on the face of the Order; and (iii) we have good title to the Hardware, free and clear of any liens, claims, or encumbrances. Hardware not meeting the warranties set forth above will be, at our option, (a) repaired, (b) replaced, or (c) Meraki will refund to you the depreciated amount of the Purchase Price allocable to the defective Hardware, calculated on a straight-line, five-year basis. All Hardware repaired or replaced under warranty will be warranted for the remainder of the Warranty Period. For any return permitted under Meraki's return policy as provided in Attachment 4, you will request a Return Materials Authorization ("RMA") number in writing with the reasons for the return



request. The remedies described above are our sole liability and your sole remedy for any breach of the warranties contained in this Section 7.2. Meraki is not responsible for any Customer Content or any other non-Meraki data or information stored on any Hardware returned to Meraki for repair, whether under warranty or not.

ARTICLE 8 MISCELLANEOUS

8.1. Integration. This Agreement, the EULA, the Order, and the Service Level Agreement (collectively, the "Governing Documents") constitute the entire agreement between Meraki and Customer with respect to the subject matter of the Governing Documents and supersede all prior agreements, understandings, and arrangements, oral or written, between Meraki and Customer. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter of the Governing Documents have been made either by Meraki or Customer which is not expressly set forth in the Governing Documents. If there is a conflict between the terms of this Agreement and the EULA, the terms of this Agreement will apply.

8.2. Force Majeure. Neither you nor Meraki will be liable under this Agreement by reason of any failure or delay in the performance of its obligations on account of strikes (other than strikes of a party's own employees), shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions (other than with respect to a party's own employees), earthquakes, material shortages or any other causes that are beyond the reasonable control of such party so long as the parties will use commercially reasonable efforts, including the implementation of business continuity measures, to mitigate the effects of such force majeure.

8.3 Reserved.

8.4. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, then such portion will be deemed to be of no force or effect, and this Agreement will be construed as if such portion had not been included herein.

8.5. Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by either party, in whole or in part, without the prior written consent of the other party, in accordance with the provisions of the Anti-Assignment Act, 41 U.S.C. § 6305, and approval procedures set forth at FAR42.1204. Any attempted assignment in violation of this Section 8.5 will

be void and without effect. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.



IMPORTANT: READ CAREFULLY

Dear Customer, Supplemental End User License Agreement

This Supplemental End User License Agreement ("SEULA") contains additional terms and conditions for the Software Product licensed under the End User License Agreement ("EULA") between you ("GSA Customer") and Cisco (collectively, the "Agreement"). Capitalized terms used in this SEULA but not defined will have the meanings assigned to them in the EULA. To the extent that there is a conflict between the terms and conditions of the EULA and this SEULA, the terms and conditions of this SEULA will take precedence.

In addition to the limitations set forth in the EULA on your access and use of the Software, you agree to comply at all times with the terms and conditions provided in this SEULA. When the end user is an instrumentality of the U.S. Government, this agreement is a contract with the U.S. government and becomes effective when signed by the GSA Schedule Holder and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this agreement as a term of the contract. This SEULA shall bind the government, subject to federal law. This agreement shall not operate to bind a government employee or person acting on behalf of the government in his or her personal capacity.

YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

SUPPLEMENTAL LICENSE AGREEMENT FOR CISCO SYSTEMS NETWORK MANAGEMENT SOFTWARE: Cisco Network Active Abstraction

Additional Licensing Instructions:

Client Licensing: To activate additional users for the licenses purchased please contact your Cisco Account Manager or Sales Representative or send email to ask-ana-licensing@cisco.com with the requested information below:

1. GSA Customer Purchase Order
2. Your Contact Information
3. Your Cisco Sales Representative Name

NOTE: This alias is used only for license activation. For any questions or support issues, contact your Cisco Account Manager or representative.

Installation and Use

This license strictly prohibits Customer and any user from utilizing this Software for more than a single Customer network management environment.

Reproduction and Distribution

Customer may not reproduce nor distribute software

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

Please refer to the attached Cisco Systems, Inc. End User License Agreement



Cloud and Systems Management [Cisco Cloud Portal](#)
Cloud and Systems Management [Cisco Workplace Portal](#)

[DOC-67346](#)
[DOC-67346](#)

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In addition to the limitations set forth in the EULA on the Government's access and use of the Software, you agree to comply at all times with the terms and conditions provided in this SEULA. This SEULA shall bind the government, subject to federal law. This agreement shall not operate to bind a government employee or person acting on behalf of the government in his or her personal capacity.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, THE GOVERNMENT MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

If you have licensed Cisco Workplace Portal, the following additional terms apply:

Cisco Workplace Portal is licensed for use with end user and workplace-related services including non-server computers, computer accessories, PDAs and handhelds, desktop software, mobility, unified communications, end user applications, email management, access to printing or files, office and wireless phones, voicemail, calling cards, video conferencing facilities and other workplace-related services for employees, agents, consultants and/or independent contractors of the Government.

Cisco Service Connectors and Adapters are not for use with the Cisco Workplace Portal. If you licensed Cisco Cloud Portal, the following additional terms apply:

Cisco Cloud Portal is licensed for use with cloud computing and data center-related services including computing, storage, networking, IaaS, PaaS, application hosting, database services, application development & maintenance, application installations & upgrades, dedicated application hosting, disaster recovery, network administration, application testing, and systems monitoring.

Cisco Cloud Portal is licensed for use only in the management of service catalogues and provisioning of computing and SW components that relate to a cloud computing and orchestration infrastructure maintained and managed by the licensee.

Cisco Service Connector is licensed for the following functions: Core Functions Adapter, Windows Adapter (a single instance for the Windows server hosting the Cisco Process Orchestrator (CPO) Engine), email adapter, single instance of Active Directory (AD) Adapter (a single instance for the domain in which the server is installed), Core Automation Pack, Common Activities Automation

Pack, and the Tasks Automation Pack.

CPO elements included in Cisco Service Connector can only be used with the licensed components listed below:

Cisco Service Connector Web Service Adapter -- Limited to 5 connections to Web Services for newScale Request Center for Cloud and third-party Orchestrators.

Cisco Service Connector Terminal Adapter -- Limited to 1 terminal or UNIX/Linux target for inbound synchronization of VMware objects to newScale Request Center for Cloud.

Cisco Service Connector VMware Adapter -- Limited to 5 connections to VMware vCenter for inbound synchronization of VMware objects to newScale Request Center for Cloud.



Cisco Service Connector Microsoft Community Adapter -- Limited to 1 Windows target for inbound synchronization of VMware objects to newScale Request Center for Cloud.

Cisco Service Connector Database Adapter -- Limited to 1 database target for the database of newScale Request Center for Cloud. If additional licenses are required beyond these quantities, a separate purchase and installation of CPO is required. Cisco Service Connector and Adapters are restricted to use with Cisco Cloud Portal.



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In addition to the limitations set forth in the EULA on the Government's access and use of the Software, you agree to comply at all times with the terms and conditions provided in this SEULA. When the end user is an instrumentality of the U.S. Government, this agreement is a contract with the U.S. government and becomes effective when signed by Cisco and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this agreement as a term of the contract. This SEULA shall bind the government, subject to federal law. This agreement shall not operate to bind a government employee or person acting on behalf of the government in his or her personal capacity.

. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, THE GOVERNMENT MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

1. ADDITIONAL LICENSE RESTRICTIONS

Software Upgrades, Major and Minor Releases

Cisco may provide Cisco Configuration Engine software updates. The software update and new version releases can be purchased through Cisco or a recognized partner or reseller.

The customer should purchase one software update for each Configuration Engine installation. If the customer is eligible to receive the software update or new version release through a Cisco extended service program, the customer should request to receive only one software update or new version release per valid service contract.

Reproduction and Distribution. Customer may not reproduce nor distribute software.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

Please refer to the attached Cisco Systems, Inc. End User License Agreement.



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Product Name

L CGNMS ADD 1 USR CG NMS Add 1 Operator 3 year GIS Map license
L CGNMS RNW 1 USR CG NMS Renew 1 Operator 3 year GIS Map license
R CGNMS CGRPT K9 CG NMS 1 Year Pilot Kit 1 Operator, 25 CGR1K Mgmt license
R CGNMS EP PT K9 CG NMS 1Yr Pilot Kit 1 Operator, 25 CGR1K, 20K EP Mgmt license
Connected Grid Network Management System (CG NMS) License



This license entitles the user to specific Cisco CG NMS product features for specific time duration. The specific Cisco CG NMS product features and the time duration are detailed as follows:

L CGNMS ADD 1 USR CG NMS Add 1 Operator 3 year GIS Map license

L CGNMS RNW 1 USR CG NMS Renew 1 Operator 3 year GIS Map license

R CGNMS CGRPT K9 CG NMS 1 Year Pilot Kit 1 Operator, 25 CGR1K Mgmt license

R CGNMS EP PT K9 CG NMS 1Yr Pilot Kit 1 Operator, 25 CGR1K, 20K EP Mgmt license

The user is entitled to receive updates as made available during the term of the license, provided that the user holds a valid license for the application software and there is a valid Cisco SMARTnet or SASU contract on the supporting CG NMS products.



Cloud and Systems Management	Cisco Intelligent Automation for Cloud	DOC-88558
Cloud and Systems Management	Cisco Intelligent Automation for Compute	DOC-88558
Cloud and Systems Management	Cisco Intelligent Automation for SAP	DOC-88558
Cloud and Systems Management	Cisco Process Orchestrator	DOC-88558
Cloud and Systems Management	Cisco Server Provisioner	DOC-88558
Cloud and Systems Management	Cisco Tidal Enterprise Scheduler	DOC-88558
Cloud and Systems Management	Cisco Tidal Performance Analyzer	DOC-88558

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END USER LICENSE AGREEMENT FOR THE TIDAL SOFTWARE PRODUCTS:

For purposes of this Supplement, the Software covered under this SEULA includes the following and each of their respective associated components and modules:

Tidal Enterprise Scheduler
Cisco Process Orchestrator
Tidal Performance Analyzer
Cisco Intelligent Automation for Compute
Cisco Intelligent Automation for Cloud
Cisco Intelligent Automation For Cloud Starter Edition
Cisco Server Provisioner
Cisco Intelligent Automation for SAP Definitions

For purposes of this Supplement, the following defined terms will apply:

Designated System shall mean the designated platform for which Customer originally licenses the Software from Cisco for installation and use. Such designated platform may include for instance, but is not limited to, a designation of the specific number of CPUs or system description or name as approved by Cisco.

Movement and Usage Fees shall mean fees applicable as set solely by Cisco for the transfer and installation of Software on a system that is not a Designated System.

Total Deployment Size shall mean the designated configuration for which The Cisco Intelligent Automation For Cloud Starter

Edition Solution's total deployment size cannot exceed 160 blades collectively across a customer s installation.

-Other Terms and Conditions,



Movement and Usage. With respect to the license granted to Customer in the Agreement, such license is applicable only to the Designated System. Movement of Software to another system requires Customer providing prior written notice to obtain updated keys, and additional fees may apply. A fee schedule is available upon Customer's written request to Cisco.

License. For the avoidance of doubt, the license granted to Customer for the Software in the license section shall be perpetual if designated as such by Cisco at time of Order for the Designated System, subject to payment of any applicable fees, including, but not limited to, any Movement and Usage fees described above.

Total Deployment Size. For avoidance of doubt, no customer shall deploy the Cisco Intelligent Automation For Cloud Starter

Edition Solution in a configuration that exceeds 160 blades in total deployment size across the~~ir~~ enterprise.



IMPORTANT: READ CAREFULLY

Dear Customer,

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In addition to the limitations set forth in the EULA on the Government's access and use of the Software, the Government agrees to comply at all times with the terms and conditions provided in this SEULA. When the end user is an instrumentality of the U.S. Government, this agreement is a contract with the U.S. Government and becomes effective when signed by the Cisco and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this agreement as a term of the contract. This SEULA shall bind the Government, subject to federal law. This agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity. **IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.**

SUPPLEMENTAL END USER LICENSE AGREEMENT FOR CISCO SYSTEMS SOFTWARE

IMPORTANT READ CAREFULLY: This Supplemental End User License Agreement (SEULA) contains additional terms and conditions for the Software licensed under the End User License Agreement (EULA) between the Government and Cisco (collectively, the Agreement). Capitalized terms used in this SEULA but not defined will have the meanings assigned to them in the EULA. To the extent that there is a conflict between the terms and conditions of the EULA and this SEULA, the terms and conditions of this SEULA will take precedence. In addition to the limitations set forth in the EULA on the Government access and use of the Software, you agree to comply at all times with the terms and conditions provided in this SEULA. **IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. ACCORDING TO THE TERMS OF THE UNDERLYING GSA SCHEDULE CONTRACT.**

ADDITIONAL LICENSE RESTRICTIONS

Device Restricted Versions: The Customer may install and run the Software on a single server to manage up to the cumulative device count specified in the Right To Use statement located on the Claim Certificate received as part of the software package. When used anywhere in this SEULA, a "device" means any device in the Customer's network environment which has its own IP address.

Please refer to this [guide](#) for further device definition.

Customers whose requirements exceed the license limit of devices must purchase additional incremental licenses. Device restrictions are enforced by license registration and through serial key installation.



Limitations associated with the maximum number of devices that the application can support per server is specified below. The licensed device limit will always override the maximum number of devices supported per server unless the customer has purchased and registered the 5,000 or the 10,000 device license offering.

Installation and Use

The Software components are provided to Customer solely to install, update, supplement, or replace existing functionality of the applicable Network Management Software product. Some license terms, such as device count and proof of preexisting licenses may be electronically enforced. Customer may install and use the following Software components:

Cisco Prime LAN Management Solution (Cisco Prime LMS): May be installed on one (1) server in Customer's network management environment. Installing the Software and applying a single serial license key to two (2) servers are supported in the 5,000 and 10,000 device restricted versions, but the cumulative total number of devices supported cannot exceed 5,000 and 10,000 respectively per serial license key. When two servers are used to host Cisco Prime LMS, each server should have a copy of the original license key installed on it. Customers should not modify the license file.

Additional Information for 5,000 Device Restricted Version for LMS 4.2

Users of Cisco Prime LMS 4.2 with 5,000 device restricted licensing may require Cisco Prime LMS to be run on separate servers in order to support a large number of devices or to meet certain performance criteria. One additional copy of Cisco Prime LMS may be installed on a secondary server provided the customer has purchased and registered the 5,000 device restricted version of the Cisco Prime LMS software. When installed on a secondary server, the cumulative total number of devices supported cannot exceed 5,000 per serial license key. Device support beyond 5,000 unique cumulative devices will require additional licenses and copies of Cisco Prime LMS to be purchased pursuant to a newly executed GSA Customer Purchase Order.

Additional Information for 10,000 Device Restricted Version for LMS 4.2

Users of Cisco Prime LMS 4.2 with 10,000 device restricted licensing often require Cisco Prime LMS to be run on separate servers in order to support a large number of devices or to meet certain performance criteria. One additional copy of Cisco Prime LMS may be installed on a secondary server provided that the customer has purchased and registered the 10,000 device restricted version of the Cisco Prime LMS software. When installed on a secondary server, the cumulative total number of devices supported cannot exceed 10,000 per serial license key. Device support beyond 10,000 unique cumulative devices will require additional licenses and copies of Cisco Prime LMS to be purchased pursuant to a newly executed GSA Customer Purchase Order.

Additional Information for RHEL

RHEL distribution that comes along with Cisco Prime LMS 4.2 is solely intended for use by Cisco Prime LMS application alone and customers may not use this for other purposes.

Reproduction and Distribution

Customer may not reproduce nor distribute software except to make copies to authorized employees, agents, and contractors for backup purposes only.

DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

Please refer to the attached Cisco Systems, Inc. Software License Agreement



IMPORTANT: READ CAREFULLY

Dear Customer,

This Supplemental End User License Agreement ("SEULA") contains additional terms and conditions for the Software Product licensed under the End User License Agreement ("EULA") between you ("GSA Customer") and Cisco (collectively, the "Agreement"). Capitalized terms used in this SEULA but not defined will have the meanings assigned to them in the EULA. To the extent that there is a conflict between the terms and conditions of the EULA and this SEULA, the terms and conditions of this SEULA will take precedence.

In addition to the limitations set forth in the EULA on the Government's access and use of the Software, the Government agrees to comply at all times with the terms and conditions provided in this SEULA. When the end user is an instrumentality of the U.S. Government, this agreement is a contract with the U.S. government and becomes effective when signed by Cisco and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this agreement as a term of the contract. This SEULA shall bind the government, subject to federal law. This agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

SUPPLEMENTAL LICENSE AGREEMENT

SUPPLEMENTAL LICENSE AGREEMENT FOR CISCO SYSTEMS NETWORK MANAGEMENT SOFTWARE: CISCO PRIME CENTRAL

IMPORTANT-READ CAREFULLY: This Supplemental End User License Agreement ("SEULA") contains additional terms and conditions for the Software licensed under the End User License Agreement ("EULA") between you and Cisco (collectively, the "Agreement"). Capitalized terms used in this SEULA but not defined will have the meanings assigned to them in the EULA. To the extent that there is a conflict between the terms and conditions of the EULA and this SEULA, the terms and conditions of this SEULA will take precedence.

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MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND ACCORDING TO THE TERMS OF THE UNDERLYING GSA SCHEDULE CONTRACT.

Cisco Prime Central requires a license to connect to and/or interoperate with other Cisco and third party systems or components, and is further subject to the limitations set forth below. Please see the Additional Information section of this document for any licenses which are included with your specific product purchase. If your requirements exceed the scope of any license expressly included with your product, you must purchase additional licenses from Cisco pursuant to a newly executed GSA Customer Purchase Order.

The following restrictions apply:

- Cisco Prime Central Tier 1 and Tier 2 Gateway may not be used to connect Cisco Prime Central to third party systems, such as third party trouble ticketing systems, except as expressly set forth in the Additional Information section or through a separately purchased license.
- Cisco Prime Central Tier 1 and Tier 3 Data Service Adapter instances may only be used to connect to other Cisco applications or components embedded within Cisco applications, and in addition, only if expressly licensed as set forth in the Additional Information section or through a separately purchased license.
- Cisco Prime Central may not be integrated with an OSS system(s) using MTOSI interface except as expressly licensed as set forth in the Additional Information section or through a separately purchased license.
- Cisco Prime Central may not be integrated with Cisco Domain Manager(s) except as expressly licensed as set forth in the Additional Information section or through a separately purchased license.

Rights Included for Cisco Prime Central MTOSI License

Cisco Prime Central MTOSI license includes the right to use one (1) MTOSI instance to integrate Cisco Prime Central to an OSS system using the MTOSI interface.

Reproduction and Distribution

Customer may not reproduce nor distribute software. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

Please refer to the Cisco Systems, Inc. Software License Agreement.



Cloud and Systems Management

[Cisco Tidal Enterprise Scheduler](#)

(Cisco Cloud Portal, Workplace Portal and Cisco Service Connector)

[DOC-68700](#)

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If you have licensed Cisco Workplace Portal, the following additional terms apply:

Cisco Workplace Portal is licensed for use with end user and workplace-related services including non-server computers, computer accessories, PDAs and handhelds, desktop software, mobility, unified communications, end user applications, email management, access to printing or files, office and wireless phones, voicemail, calling cards, video conferencing facilities and other workplace-related services for the employees, agents, consultants and/or independent contractors.

Cisco Service Connectors and Adapters are not for use with the Cisco Workplace Portal. If you have licensed Cisco Cloud Portal, the following additional terms apply:

Cisco Cloud Portal is licensed for use with cloud computing and data center-related services including computing, storage, networking, IaaS, PaaS, application hosting, database services, application development & maintenance, application installations & upgrades, dedicated application hosting, disaster recovery, network administration, application testing, and systems monitoring.

Cisco Cloud Portal is licensed for use only in the management of service catalogues and provisioning of computing and SW components that relate to a cloud computing and orchestration infrastructure maintained and managed by the customer.

Cisco Service Connector is licensed for the following functions: Core Functions Adapter, Windows Adapter (a single instance for the Windows server hosting the Cisco Process Orchestrator (CPO) Engine), email adapter, single instance of Active Directory (AD) Adapter (a single instance for the domain in which the server is installed), Core Automation Pack, Common Activities Automation Pack, and the Tasks Automation Pack.

CPO elements included in Cisco Service Connector can only be used with licensed components listed below:

Cisco Service Connector Web Service Adapter -- Limited to 5 connections to Web Services for newScale Request Center for Cloud and third-party Orchestrators.



Cisco Service Connector Terminal Adapter -- Limited to 1 terminal or UNIX/Linux target for inbound synchronization of VMware objects to newScale Request Center for Cloud.

Cisco Service Connector VMware Adapter -- Limited to 5 connections to VMware vCenter for inbound synchronization of VMware objects to newScale Request Center for Cloud.

Cisco Service Connector Microsoft Community Adapter -- Limited to 1 Windows target for inbound synchronization of VMware objects to newScale Request Center for Cloud.

Cisco Service Connector Database Adapter -- Limited to 1 database target for the database of newScale Request Center for Cloud. If additional licenses are required beyond these quantities, a separate purchase and installation of CPO is required.

Cisco Service Connector and Adapters restricted to use with Cisco Cloud Portal.



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END USER LICENSE AGREEMENT FOR THE TIDAL SOFTWARE PRODUCTS IMPORTANT: READ CAREFULLY Software

For purposes of this Supplement, the Software covered under this SEULA includes the following and each of their respective associated components and modules:

- Tidal Enterprise Scheduler
- Tidal Horizon
- Tidal Intelligent Automation
- Tidal Enterprise Orchestrator
- Tidal Intersperse
- Tidal Performance Analyzer
- Tidal Transaction Analyzer
- Tidal Intelligent Reporting
- Tidal Enterprise Reporter
- Cisco Intelligent Automation Cloud Automation

Definitions

For purposes of this Supplement, the following defined terms will apply:

"Designated System" shall mean the designated platform for which Customer originally licensed the Software from Cisco for installation and use. Such designated platform may include, but is not limited to, a designation of the specific number of CPUs or system descriptions or names as approved by Cisco.



"Movement and Usage Fees" shall mean fees applicable as set solely by Cisco for the transfer and installation of Software on a system that is not a Designated System.

"NFR" means not for resale, to be used for nonproduction, demonstration use only.

Other Terms and Conditions

"Movement and Usage". With respect to the license granted to the Customer in the Agreement, such license is applicable only to the Designated System. Movement of Software to another system requires Customer providing Cisco with prior written notice to obtain updated keys, and pursuant to a new GSA Customer Purchase Order. Additional fees may apply. A fee schedule is available upon Customer's written request to Cisco.

"License". The license granted to the Software in the license section shall be perpetual if designated as such by Cisco at time of Customer order for the Designated System, subject to payment of any applicable fees, including, but not limited to, any Movement and Usage fees described above.

"NFR Software". With respect to the License granted in the Agreement as to the use of any Software sold to Customer as NFR Software, the purchase of such Software is subject to the following additional restrictions:

1. NFR purchases are available to all Cisco registered partners (categories include Select, Premier, Silver and Gold level partners). Cisco authorized training partners may also participate, but use is limited to instructional purposes only. Cisco has the sole discretion to define a registered partner and status.
2. Purchase limit is one NFR kit per operational installation for demonstration, proof of concept or internal nonproduction use.
3. Software cannot be resold, traded, copied, transferred, sublicensed, or used in any manner other than as NFR.



Cloud and Systems Management	Cisco Unified Provisioning Manager	DOC-21311
Cloud and Systems Management	Cisco Unified Operations Manager	DOC-21311
Cloud and Systems Management	Cisco Unified Service Monitor	DOC-21311
Cloud and Systems Management	Cisco Unified Service Statistics Manager	DOC-21311

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(This section shall replace the "License" section in the EULA)

License. Conditioned upon compliance with the terms and conditions of the Agreement, Cisco grants to Customer a nonexclusive and nontransferable license to use for the purpose of delivering Managed Services, the Software and the Documentation for which Customer has paid the required license fees. "Managed Services" means the performance by Customer of providing services for third parties (Subscribers) which will require communicating with and managing Cisco equipment not owned or leased by the Customer. "Documentation" means written information (whether contained in user or technical manuals, training materials, specifications or otherwise) pertaining to the Software that Cisco makes available 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 online at Cisco's website 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 hardware chassis or card.

Unless otherwise expressly provided in the Documentation or any applicable Supplemental License Agreement, Customer shall use the Software solely as embedded in, for execution on, or (where the applicable Documentation or the applicable Supplemental License Agreement permits installation on non Cisco equipment) for communication with Cisco equipment not owned or leased by Customer in connection with Customer s provision of Managed Services to Subscriber. No other licenses are granted by implication, estoppel or otherwise. Upon termination of Managed Services to Subscriber, Customer is required to remove all deployed Software deployed by Customer to Subscriber s network and servers.



Customer's license to use the Software is contingent upon Customer deploying or otherwise making available the Software and any

Documentation in compliance with and subject to the Software Subscriber License Responsibilities listed below.

Software Subscriber License Responsibilities

The following license terms and responsibilities, substantially as stated here, will be accepted and agreed to, in writing or as otherwise provided in the EULA, by the Subscribers of Managed Services:

Subscriber agrees to be bound by the following terms and conditions. In the absence of a signed agreement, use of the Software by Subscriber or by Customer on Subscriber's behalf, or receipt by Subscriber of any direct or indirect benefit derived therefrom, shall constitute acceptance by Subscriber of the following terms:

1. Subscriber is granted a limited license from Cisco and its suppliers and licensors to use the Software solely in connection with the Managed Services and to the extent such Software is deployed by Customer on Subscriber's network or servers.
2. Upon termination of services to Subscriber, Customer is required to remove, and cooperate with Customer's efforts to remove, all deployed Software from the Subscriber's network and servers.
3. Subscriber may use the Software only in connection with the receipt of Managed Services from Customer, and for the purposes described in the Software's supporting Documentation if any.
4. Subscribers may only use the Software pursuant to these terms and Customer's license with Cisco and its suppliers and licensors, and Subscriber agrees to be governed by such terms and license including without limitation, the General Terms Applicable to the Limited Warranty Statement and End User License Agreement.
5. Subscriber may receive, or have deployed on its network or servers, updates, patches, error corrections or new or modified versions of the Software (collectively referred to as "Releases") from time to time. Releases are deemed part of the Software subject to the terms herein and the license with Cisco and its suppliers and licensors.
6. Subscribers acknowledge that all right, title and interest in and to the Software, the ideas and expressions contained therein, all updates and enhancements, all physical forms, regardless of where resident, whether permanent or transient, including authorized and unauthorized copies, any and all modifications made by Cisco, its suppliers and licensors, the software's supporting documentation, and all copyrights, patents, trademarks, service marks or other intellectual property or proprietary rights relating to the above are, and shall remain with Cisco and its suppliers and licensors. Subscriber is granted only a limited right of use as set forth herein.
7. Subscribers will not distribute, provide or make available, either directly or indirectly, to any person, organization or entity, any part of the Software, including but not limited to the code and the software's supporting documentation in any form except as directed by Customer in support of the delivery of Managed Services.
8. Subscribers will not place any portion of the Software into the public domain; And,
9. Subscribers will not copy, alter, translate, decompile, disassemble, reverse engineer or create derivative works of the Software, except that the Subscriber may make copies as required for the authorized use of the Software, may make copies of the supporting documentation as needed, and may make one additional copy of the Software for back up or archival purposes.



SUPPLEMENTAL LICENSE AGREEMENT

SUPPLEMENTAL LICENSE AND SERVICES AGREEMENT FOR CISCO SYSTEMS' MAGENTO MANAGED SERVICES ("MAGENTO SERVICES") AND MAGENTO SOFTWARE ("MAGENTO SOFTWARE").

IMPORTANT—READ CAREFULLY: THIS SUPPLEMENTAL LICENSE AND SERVICES AGREEMENT ("SLSA") CONTAINS ADDITIONAL LIMITATIONS RELATING TO THE MAGENTO SERVICES AND MAGENTO SOFTWARE PROVIDED TO CUSTOMER UNDER THE END USER LICENSE AGREEMENT ("EULA") BETWEEN CUSTOMER AND CISCO. CAPITALIZED TERMS USED IN THIS SLSA AND NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANINGS ASSIGNED IN THE EULA. TO THE EXTENT THERE IS A CONFLICT BETWEEN THIS SLSA AND THE EULA OR ANY OTHER TERMS AND CONDITIONS APPLICABLE TO THE MAGENTO SERVICES OR MAGENTO SOFTWARE, THE TERMS AND CONDITIONS IN THIS SLSA SHALL TAKE PRECEDENCE.

CUSTOMER'S RIGHT TO USE THE MAGENTO SERVICES IS LIMITED SOLELY TO THOSE SKU COMPONENTS OF THE MAGENTO SERVICES PURCHASED BY CUSTOMER PURSUANT TO A VALID PURCHASE ORDER. CUSTOMER MAY USE THE MAGENTO SERVICES ONLY DURING THE PERIOD FOR WHICH SERVICES WERE PURCHASED BY CUSTOMER UNDER THE APPLICABLE SKU PURSUANT TO A VALID PURCHASE ORDER. ALL OTHER USES ARE STRICTLY PROHIBITED. When the end user is an instrumentality of the U.S. Government, this agreement is a contract with the U.S. government and becomes effective when signed by The Schedule Holder and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this agreement as a term of the contract. This SLSA shall bind the Government, subject to federal law. This agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity."

IF CUSTOMER DOES NOT AGREE TO BE BOUND BY SUCH TERMS AND CONDITIONS, CUSTOMER MAY NOT INSTALL, DOWNLOAD, OR OTHERWISE USE THE MAGENTO SERVICES OR MAGENTO SOFTWARE.

LICENSE; ADDITIONAL RESTRICTIONS

License. Conditioned upon compliance with the terms and conditions of the Agreement, Cisco grants to Customer a limited, nonexclusive, non-transferable, worldwide license to access and use the Magento Services and the Documentation to provide the Network Services its customers, subject to the production server and development server limitations set forth in the Purchase Order. The foregoing license does not transfer or convey to Customer or any third party any right, title or interest in or to Magento Services, the Magento Software or Documentation or any associated intellectual property rights, but only a limited right of use revocable in accordance with the terms of the Agreement.

Restricted Use. Customer is purchasing the rights to access and use the then-current version of the Magento Software; Customer's license specifically excludes any subsequent Major Releases of the Magento Software. No other updates, upgrades, or other Magento Software releases are licensed by Cisco to Customer hereunder.

Major Release means a release of Magento Software that provides additional software functions. Cisco designates Major Releases as a change in the ones digit of the Magento Software version number [(x).x.x]. Cisco does not warrant Major Releases will be compatible with prior software releases.

Minor Release means an incremental release of Magento Software that provides maintenance fixes and additional Magento Software functions. Cisco designates Minor releases as a change in the tenths digit of the Magento Software version number [x.(x).x].

CUSTOMER RESPONSIBILITIES

(a) In performing the Magento Services, Cisco may instruct the Customer to perform certain tasks or checks relating to Customer's network. Customer will, at its expense, perform all such checks and tests. Customer will also provide Cisco, or its authorized representative, reasonable access, at no cost to Cisco, to Customer's networking equipment in connection with the Magento Services. Customer shall not be required to furnish specialized equipment or know-how.



Any rework or additional work resulting from modification of the Magento Services requested by Customer (and accepted by Cisco) or any act or omission of Customer, including providing inaccurate information to Cisco will only occur pursuant to the parties executing a new Purchase Order. (b) Customer is responsible for obtaining all approvals required by any third parties in order for Cisco to perform any

Magento Service under this Agreement. Cisco will not be responsible or otherwise liable for any failure to perform the Magento Services to the extent caused by Customer's failure to obtain such third party approvals or if any third party otherwise prevents Cisco from performing the Magento Services.

(c) Customer will not resell the Magento Software or Magento Services or create or offer derivative versions of the Magento Software or Magento Services, either directly or indirectly through a third party.

(d) Customer will be responsible for its compliance with all privacy, data control or use laws and regulations relating to its use of the Magento Services, including without limitation any data contained in any reports provided by Cisco hereunder. Customer acknowledges the potential privacy and other issues associated with the collection and use of such data. Customer warrants and covenants that it will comply with all laws (including, without limitation, copyright laws, privacy laws and import and export laws) applicable to Customer or its use of the Magento Services. In addition, Customer is responsible for obtaining any permits or approvals relating to its use of the Magento Services, including without limitation any permits or approvals relating to transactions requiring its customer's credit card information or other personally identifiable information.

(e) Customer will not use the Magento Services to send spam, viruses or malware.

(f) Customer understands the Magento Services are hosted by Cisco via a network utilized by Customer and other Cisco customers; Customer will not intentionally or unintentionally access data not owned by Customer or otherwise related to Customer's use of the Magento Services, or log into, or attempt to log into, a server or account which Customer is not authorized to access.

(g) Customer will not attempt to probe, scan or test the vulnerability of a system or breach security or authentication measures without proper authorization.

(h) Customer will be responsible for handling all communication, technical support to and business relations with its customers, including without limitation responding to inquiries and technical questions.

(i) Customer will be responsible for determining whether or not any reported defects or issues may be replicated and that they are isolated to the Magento Services or Magento Software.

(j) Customer is responsible for any catastrophic security events that result from any unauthorized configuration of the Magento Service components by Customer's personnel.

The failure of Customer to comply with Customer's responsibilities set forth above may be deemed a material breach of. Any termination shall be in accordance with FAR 12.302(b) and 52.233-1.

Customer Warranties. Customer represents, warrants and covenants that (i) it shall only use the Magento Services and Magento Software to provide Magento Services to its End Users only as permitted by any Capacity limitations set forth in the Purchase Order. If Customer wishes to utilize the Magento Software beyond the Capacity set forth in the Purchase Order, Customer shall be obligated to place a new Purchase Order with Cisco to procure such additional required Capacity as

soon as is reasonably practical.

Content. Customer is and shall be solely responsible for the creation, renewal, updating, deletion, editorial content, control and all other aspects of any files, software, scripts, multimedia images, graphics, audio, video, text, data or other objects, including any third party content or materials, originating or transmitted from any location owned or operated by Customer, and/or uploaded or routed to, passed through and/or stored on or within the Magento Services, or otherwise provided to Cisco in any medium or transmitted or routed using the Magento Services ("Customer Content"). Customer owns all right, title, and interest in the Customer Content, or possesses or shall possess all legally valid rights in the Customer Content necessary for the uses of the Customer Content contemplated herein. Customer shall not transmit or route to Cisco or the Magento Services, or otherwise direct via the Magento Services, any Customer Content that (a) infringes any copyright, trade secret, or other intellectual property right, (b) contains libelous, defamatory, or obscene material under any applicable law, or (c) otherwise violates any federal laws or regulations relating to content or content distribution. Customer shall be responsible for utilizing Magento Services in accordance with the Documentation. If Customer has actual knowledge that any Customer Content infringes the intellectual property or other rights of a third



party or violates any applicable federal laws or regulations (including, without limitation, laws and regulations relating to indecency or obscenity), Customer shall remove such Customer Content from Customer's origin server. Customer shall be solely responsible for maintaining the availability of its networks, web site(s) and any other medium for the delivery of online video services, and all Customer Content, IP addresses, domain names, hyperlinks, databases, applications and other resources as necessary for Customer to operate and maintain its services to meet Customer's purposes and objectives. During the Term, Customer grants to Cisco a limited, non-exclusive license to use the Customer Content solely for Cisco to perform the Magento Services as contemplated hereunder.

4In the case where at no material fault of Cisco, the Magento Services or Magento Software, a third party software component, including but not limited to, WMDRM Server or Windows Media Player ("WMP") or Microsoft PlayReady creates a digital rights management (DRM) security breach due to a failure or hacking of such component, Cisco shall notify Customer as soon as is practical after receiving a confirmed notice from the provider of such components or discovering such a DRM security breach itself. If, after receiving such DRM breach notice, Customer continues to allow its content to be accessed with any software or services operated in conjunction with the Magento Services or Magento Software during the period where there is no fix for such DRM security breach, or Customer decides not to implement such fix (which may require restricting End Users to using certain versions of third party applications), then Customer acknowledges and agrees Cisco will not have any liability to Customer for any costs, damages or legal fees related to a DRM security breach.

Neither this SLSA nor any rights or obligations under this SLSA shall be assigned by a party without the other's prior written consent, in accordance with the provisions of the Anti-Assignment Act 41 USC 6305 and FAR 42.1204.

ADDITIONAL SERVICES

During the period Customer has purchased Magento Services, Cisco's Software Application Support (SAS) service obligations are provided in Attachment 5. Customer is not eligible to receive Software Application Support Plus Upgrades (SASU) services, if any, included on such URL.

Professional Services relating to the Magento Services or Magento Software purchased by Customer pursuant to a Purchase Order will be set forth in a separate document to be mutually agreed upon by the parties.



Collaboration

Cisco UC Virtualization Hypervisor and Cisco UC
Virtualization Foundation

[DOC](#)

IMPORTANT: READ CAREFULLY

Dear Customer,

This Supplemental End User License Agreement ("SEULA") contains additional terms and conditions for the Software product that is used with Cisco's Unified Communications products, including features, functionality and solutions enabled in such Software (collectively, "Software Product") licensed under the End User License Agreement ("EULA") between you ("GSA Customer") and Cisco (collectively, the "Agreement"). Capitalized terms used in this SEULA, but not defined, will have the meaning assigned to them in the EULA. To the extent that there is a conflict between the terms and conditions of the EULA and this SEULA, the terms and conditions of this SEULA will take

precedence.

In addition to the limitations set forth in the EULA on the Government's access and use of the Software Product, you agree to comply at all times with the terms and conditions provided in this SEULA. When the end user is an instrumentality of the U.S. Government, this SEULA is a contract with the U.S. Government and becomes effective when signed by Cisco and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this SEULA as a term of the contract. This SEULA shall bind the Government, subject to federal law. This agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

IF YOU

DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE PRODUCT TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE PRODUCT, AND (B) YOU MAY RETURN THE SOFTWARE PRODUCT (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE PRODUCT AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

For the purpose of this SEULA, we define the following terms:

"Cisco UC Product" means the following products:

Call Processing and System Management Applications

Cisco Unified Communications Manager
Cisco Unified Communications Manager
– IM & Presence
Cisco Unified Communications Manager
– Basic Paging Server
Cisco Unified Communications Manager
– Session Manager Edition
Cisco Emergency Responder
Cisco Unified Attendant Consoles



Cisco Unified Communications Management Suite (including Operations Manager, Service Manager, Service Statistics Monitor and Provisioning Manager)
Cisco Prime Collaboration Suite
Cisco Survivable Remote Site Telephony Manager
Cisco InterCompany Media Engine
Messaging and Presence Applications

Cisco Unity
Cisco Unity Connection
Cisco Unified Presence

Contact Center Applications

Cisco Unified Contact Center Express (including Work Force Management, Work Force Optimization, Quality Management, Compliance Recording)
Cisco Unified IP IVR
Cisco Unified Contact Center Enterprise (including Packaged Contact Center Enterprise and Email/Web Interaction Manager)
Cisco Unified Intelligence Center
Cisco Unified Contact Center Management Portal
Cisco Unified Customer Voice Portal
Cisco MediaSense
Cisco SocialMiner
Cisco Remote Expert Solution (including Remote Expert Manager and Interactive Experience Manager)

Conferencing, Collaboration and Social

Cisco Webex
Cisco Unified MeetingPlace
Cisco TelePresence and Tandberg suites
Cisco Video Communications Server
Cisco Quad

Additionally, any bundled solutions including the applications listed above, including without limitation, Cisco Unified Communications Manager Business Edition 6000, are also licensed to run with the virtual machines.

"Software Product" includes the following two products: Cisco UC Virtualization Hypervisor and Cisco UC Virtualization Foundation.

In addition to the Agreement, the following supplemental terms apply:

1. You may use the VMware Products solely to operate and run in conjunction with the applicable CISCO UC Product or approved third party applications; they cannot be



used in any manner independently from the CISCO UC Product or such third party applications. For purposes of this SEULA, "Approved Third Party Applications" include applications from Vendors enrolled in the "Collaboration" or "Complementary to Collaboration" categories within Cisco Solutions Plus or Cisco Developer Network Programs that are not listed in the Cisco Business Edition 6000 Co-residency Policy Document available at:
http://www.cisco.com/en/US/products/ps11369/prod_white_papers_list.html
All use shall terminate and cease when the use of the Cisco UC Product or Approved Third Party Applications terminates.

**IMPORTANT: READ CAREFULLY****Dear Customer,
Supplemental End User License Agreement**

This Supplemental End User License Agreement (“SEULA”) contains additional terms and conditions for the Software Product licensed under the End User License Agreement (EULA”) between you (“GSA Customer”) and Cisco (collectively, the “Agreement”). Capitalized terms used in this SEULA but not defined will have the meanings assigned to them in the EULA. To the extent that there is a conflict between the terms and conditions of the EULA and this SEULA, the terms and conditions of this SEULA will take precedence.

In addition to the limitations set forth in the EULA on the Government’s access and use of the Software, you agree to comply at all times with the terms and conditions provided in this SEULA. . When the end user is an instrumentality of the U.S. Government, this SEULA is a contract with the U.S. Government and becomes effective when signed by Cisco and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this SEULA as a term of the contract. This SEULA shall bind the Government, subject to federal law. This agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

SUPPLEMENT TO CISCO END USER LICENSE AGREEMENT (“EULA”) FOR SW UNIFIED COMMUNICATIONS SYSTEM 7.1(3) NOT FOR RESALE

This package contains a bundle of Cisco Unified Communications products (the “Cisco UC NFR Bundle”) made available under these terms only to qualified Cisco resellers and channel partners. In addition to the EULA terms set forth in Attachment 8 and any other Supplemental End User License Agreement (“SEULA”) terms (collectively, the EULA and the SEULA terms are referred to as the “Software Agreement”) accompanying or otherwise applicable to the software products enclosed (the “Software”), the following additional supplemental SEULA terms apply to the Software and are hereby incorporated as part of the Software Agreement:

The Cisco UC NFR Bundle Software is provided to you as a Cisco reseller or channel partner for your internal demonstration and testing purposes only. The Cisco UC NFR offering may only be used in internal lab or demonstration environments by the acquiring reseller or partner. The Software is not intended for and should never be used in production and may not be resold. You agree that Cisco and its suppliers shall not be held liable for any damages arising from use of the Software. If a new release of a Software product included with the Cisco UC NFR Bundle is made available by Cisco and/or as a version of the included Software products is announced by Cisco to be at end of life, your license to use for testing and demonstration purposes of that product will terminate. . Components of this Software are “NFR” or not for resale. You agree not to distribute the Software to a third party . The NFR Software does not include support and is not eligible for upgrades.

You are not obligated to provide Cisco with comments or suggestions regarding this Software. However, should you provide any comments or suggestions for the modification, correction, improvement or enhancement of the Software



("Feedback") then you (including the company or companies you represent) grant to Cisco a non exclusive, irrevocable, worldwide, royalty free, fully paid up license in and to any and all intellectual property rights in the Feedback, including the right to sublicense to Cisco licensees and customers (with the right to grant further sublicenses), the right to use and disclose such Feedback in any manner Cisco choose and to display, perform, copy, have copies, make, have made, use, sell, offer to sell, export and otherwise distribute or dispose of products embodying such Feedback but without any obligation to reference or disclose the source of such Feedback.

**IMPORTANT: READ CAREFULLY****Dear Customer,
Supplemental End User License Agreement**

This Supplemental End User License Agreement ("SEULA") contains additional terms and conditions for the Software Product licensed under the End User License Agreement ("EULA") between you ("GSA Customer") and Cisco (collectively, the "Agreement"). Capitalized terms used in this SEULA but not defined will have the meanings assigned to them in the EULA. To the extent that there is a conflict between the terms and conditions of the EULA and this SEULA, the terms and conditions of this SEULA will take precedence.

In addition to the limitations set forth in the EULA on your access and use of the Software, you agree to comply at all times with the terms and conditions provided in this SEULA. When the end user is an instrumentality of the U.S. Government, this SEULA is a contract with the U.S. Government and becomes effective when signed by Cisco and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this SEULA as a term of the contract. This SEULA shall bind the Government, subject to federal law. This agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

SUPPLEMENT TO CISCO END USER LICENSE AGREEMENT ("AGREEMENT") FOR SW UNIFIED COMMUNICATIONS SYSTEM 7.1(2) NOT FOR RESALE

In addition to the Software Agreement, the following supplemental terms ("Supplement") apply to the Software licensed to you and are hereby incorporated as part of the Agreement:

The Software is provided for your internal demonstration and testing purposes only. The Software is not intended for and should never be used in production. You agree that Cisco and its suppliers shall not be held liable for any damages arising from use of the Software in a production environment.

For the avoidance of doubt, components of this Software are NFR or not for resale. At no time does the license herein permit you to distribute the Software to a third party.

You are not obligated to provide Cisco with comments or suggestions regarding this Software. However, should you provide any comments or suggestions for the modification, correction, improvement or enhancement of the Software ("Feedback") then you (including the company or companies you represent) grant to Cisco a non exclusive, irrevocable, worldwide, royalty free, fully paid up license in and to any and all intellectual property rights in the Feedback, including the right to sublicense to Cisco licensees and customers (with the right to grant further sublicenses), the right to use and disclose such Feedback in any manner Cisco choose and to display, perform, copy, have copies, make, have made, use, sell, offer to sell, export and otherwise distribute or dispose of products embodying such Feedback but without any obligation to reference or disclose the source of such Feedback.

In the event of a conflict between this Supplement and the Agreement, the Supplement shall control.



Collaboration
Collaboration
TelePresence

Cisco Unified Video Conferencing
[Cisco Unified Videoconferencing Manager](#)
Cisco TelePresence Commercial Express

[DOC-29311](#)
[DOC-29311](#)
[DOC-29311](#)

IMPORTANT: READ CAREFULLY

Dear Customer, Supplemental End User License Agreement

This Supplemental End User License Agreement ("SEULA") contains additional terms and conditions for the Software Product licensed under the End User License Agreement ("EULA") between you ("GSA Customer") and Cisco (collectively, the "Agreement"). Capitalized terms used in this SEULA but not defined will have the meanings assigned to them in the EULA. To the extent that there is a conflict between the terms and conditions of the EULA and this SEULA, the terms and conditions of this SEULA will take precedence..

In addition to the limitations set forth in the EULA on your access and use of the Software, you agree to comply at all times with the terms and conditions provided in this SEULA. When the end user is an instrumentality of the U.S. Government, this SEULA is a contract with the U.S. government and becomes effective when signed by Cisco and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this SEULA as a term of the contract. This SEULA shall bind the government, subject to federal law. This agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

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For the purpose of this SEULA, we define the following terms:

"Authorized Service Provider" is a service provider that has an agreement with Cisco that explicitly authorizes support for the Restricted Features.

"Intra-company Use" is a use of the Software Product which occurs within the same company/entity and which traverses a service provider network for the purpose of interconnecting and communicating to endpoints within the same companies/entities.

"Inter-company Use" is a use of the Software Product which occurs between two or more companies/entities and which traverses a service provider network for the purpose of interconnecting and communicating to other companies/entities. A use may include functionality that is accessed before, during or after a Cisco TelePresence meeting. Inter-company Use also includes providing features of the Software Product in a commercially available service offering.

"Restricted Features" means one or more of the following features: (i) Inter-company Multipoint encryption; and (ii) Inter-company HD/SD Inter-Operability.

In addition to the Agreement, the following supplemental terms apply:

1. The Restricted Features are available or potentially enabled in this Software Product but may only be used for Intra-company Use. THE RESTRICTED FEATURES CANNOT BE USED FOR THE PURPOSES OF INTER-COMPANY USE UNLESS SUCH USE IS PERMITTED BY AN AUTHORIZED SERVICE PROVIDER. IF YOU WERE TO USE THE RESTRICTED FEATURES FOR INTER-COMPANY USE, YOUR USE OF THE RESTRICTED FEATURES PRIOR TO SUCH AUTHORIZATION WOULD CONSTITUTE A BREACH OF THE AGREEMENT. Unless your use is through an Authorized Service Provider, you are not authorized to use the Restricted Features for Inter-company Use until



the Restricted Features have been noted as a generally available feature set in the updated release notes for the Software Product, as posted by Cisco on cisco.com. Notwithstanding the foregoing, your Intra-company Use of the Restricted Features shall not be restricted by this paragraph.

2. The CTS-Manager calendaring feature for scheduling TelePresence calls may only be used for Intra-company Use. The CTS-Manager calendaring feature may not be used with more than one calendaring application. Customers in a shared office space with multiple tenants using their own calendaring solution must deploy one CTS-Manager per tenant.
3. The Commercial Express product contains software provided by VMware, Inc. or its affiliates, and use of VMware software is subject to the terms of the VMware ESX/ESXi End User License Agreement Attachment 10.

**IMPORTANT: READ CAREFULLY**

Dear Customer,

This Supplemental End User License Agreement ("SEULA") contains additional terms and conditions for the Software Product licensed under the End User License Agreement ("EULA") between you ("GSA Customer") and Cisco (collectively, the "Agreement"). Capitalized terms used in this SEULA but not defined will have the meanings assigned to them in the EULA. To the extent that there is a conflict between the terms and conditions of the EULA and this SEULA, the terms and conditions of this SEULA will take precedence.

In addition to the limitations set forth in the EULA on your access and use of the Software, you agree to comply at all times with the terms and conditions provided in this SEULA. When the end user is an instrumentality of the U.S. Government, this SEULA is a contract with the U.S. government and becomes effective when signed by Cisco and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this SEULA as a term of the contract. This SEULA shall bind the government, subject to federal law. This agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

Definitions

CPU means a central processing unit that encompasses part of a Server.

Evaluation Term means a sixty-day period during which the Software may be used solely for trial or evaluation purposes, free of additional charge.

Instance means a single copy of the Software. Each copy of the Software loaded into memory constitutes a single Instance.

License Term means the period of time during which you are authorized to use the Software to deliver information technology

services to your internal or external customers. The License Term varies depending on the license fee paid.

Server means a single physical computer or device on a network that manages or provides network resources for multiple users. Each Server must meet or exceed the following CPU requirements: Intel Nehalem, AMD Barcelona and a clock frequency of 1.8GHz.

Software means the CSR 1000V, successor versions, or other virtual software products that Cisco determines shall be governed under this SEULA. To run, the Software requires VMWare ESXi version 5.0 or higher.

Term means the License Term and any Evaluation Term.

Virtual Machine means a software container that can run its own operating system and execute applications like a Server.

Service Provider means a company that provides information technology services to external end user customers.

Additional License Terms and Conditions

1. Cisco hereby grants You the right to install and use a single Instance of the Software during the Term. Upon expiration of the License Term, an Evaluation Term commences unless and until You renew the License Term by payment of the required license fees. Following expiration of the Evaluation Term, the Software communication interfaces shut down until all functionality ceases.



2. The Software may be deployed on a Server in a Virtual Machine. Each unique Instance of the Software requires payment of the applicable license fees. You may not run multiple Instances of the Software without payment of the applicable license fees.

3. Subject to the terms and conditions herein and payment of applicable license fees, You may use the Software as a Service Provider or to deliver hosted information technology services to your employees, agents, consultants and/or independent contractors., or to employees and contractors of your affiliated companies.

Description of Other Rights and Obligations

Please refer to the Cisco Systems, Inc. End User License Agreement.



Cisco End User License Agreement, AnyConnect Secure Mobility Client, Release 3.0

IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. DOWNLOADING, INSTALLING OR USING CISCO OR CISCO-SUPPLIED SOFTWARE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

CISCO SYSTEMS, INC. OR ITS SUBSIDIARY LICENSING THE SOFTWARE INSTEAD OF CISCO SYSTEMS, INC. ("CISCO") IS WILLING TO LICENSE ITS SOFTWARE TO YOU, ("GSA CUSTOMER") ONLY UPON THE CONDITION 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 (COLLECTIVELY THE "AGREEMENT"). TO THE EXTENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS END USER LICENSE AGREEMENT AND ANY SUPPLEMENTAL LICENSE AGREEMENT, THE SUPPLEMENTAL LICENSE AGREEMENT SHALL APPLY.

When the end user is an instrumentality of the U.S. Government, this SEULA is a contract with the U.S. government and becomes effective when signed by Cisco and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this SEULA as a term of the contract. This SEULA shall bind the government, subject to federal law. This agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF

THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

THE FOLLOWING TERMS OF THE AGREEMENT GOVERN CUSTOMER'S ACCESS AND USE OF EACH CISCO OR CISCO-SUPPLIED SOFTWARE ("SOFTWARE").

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 for which Customer has paid the required license fees. "Documentation" means written information (whether contained in user or technical manuals, training materials, specifications or otherwise) pertaining to the Software and made available by Cisco 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 online at Cisco's website 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 hardware chassis or card or such other limitations as are set forth in the applicable Supplemental License Agreement or in the applicable Purchase Order which has been accepted by Cisco and for which Customer has paid to Cisco the license fee as required by the "GSA Customer Purchase Order").

Unless otherwise expressly provided in the Documentation or any applicable Supplemental License Agreement, Customer shall use the Software solely as embedded in, for execution on, or (where the applicable Documentation permits installation on non-Cisco equipment) for communication with Cisco equipment owned or leased by Customer



and used for Customer's internal purposes. No other licenses are granted by implication, estoppel or otherwise. For evaluation or beta copies for which Cisco does not charge a license fee, the above requirement to pay license fees does not apply.

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 or 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 have no right, and Customer specifically agrees not to:

- (i) 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 unauthorized or secondhand Cisco equipment, and Customer acknowledges that any attempted transfer, assignment, sublicense or use shall be void;
- (ii) 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;
- (iii) 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;
- (iv) publish any results of benchmark tests run on the Software;
- (v) 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; or
- (vi) 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.

To the extent required by applicable 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

For purposes of the Agreement, "Software" shall include (and the terms and conditions of the Agreement shall apply to) computer programs, including firmware, as provided to Customer by Cisco or an authorized Cisco reseller, and any upgrades, updates, bug fixes or modified versions thereto (collectively, "Upgrades") or backup copies of any of the foregoing. **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 FOR THE UPGRADE OR ADDITIONAL COPIES; (2) USE OF UPGRADES IS LIMITED TO CISCO EQUIPMENT FOR WHICH CUSTOMER IS THE ORIGINAL END USER PURCHASER OR LESSEE OR OTHERWISE HOLDS A VALID LICENSE TO USE THE SOFTWARE WHICH IS BEING UPGRADED; AND (3) THE MAKING AND USE OF ADDITIONAL COPIES IS LIMITED TO NECESSARY BACKUP PURPOSES ONLY. NOTHING CONTAINED HEREIN SHALL RESTRICT THE CUSTOMER'S RIGHT TO PROVIDE COPIES TO ITS DULY AUTHORIZED EMPLOYEES, AGENTS, CONSULTANTS AND/OR INDEPENDENT CONTRACTORS SOLELY FOR BACKUP PURPOSES.**

Proprietary Notices

Customer agrees to maintain and reproduce all copyright and other proprietary 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. **NOTHING CONTAINED HEREIN SHALL RESTRICT THE GOVERNMENT'S RIGHT TO PROVIDE COPIES TO ITS DULY AUTHORIZED EMPLOYEES, AGENTS, CONSULTANTS AND/OR INDEPENDENT CONTRACTORS SOLELY FOR BACKUP PURPOSES.**



Term and Termination

The Agreement and the license granted herein shall remain effective until terminated. The parties may terminate the Agreement only in accordance with the procedures set forth in the FAR. Upon termination, Customer shall destroy all copies of Software and Documentation in its possession or control. All confidentiality obligations of Customer 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" and "General Terms Applicable to the Limited Warranty Statement and End User License Agreement" shall survive termination of the Agreement.

Government 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 as long as Cisco complies with Customer's security requirements. In the event such audit discloses non-compliance with this Agreement, the parties shall negotiate a new GSA Customer Purchase Order to bring the Customer into compliance..

Export, Re-Export, Transfer and Use Controls

The Software, Documentation and technology or direct products thereof (hereafter referred to as Software and Technology), supplied by Cisco under this 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 and is provided for informational purposes only.

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.

The Government agrees that the Software and Documentation are "commercial computer software" and "commercial computer software documentation," and accepts the rights and restrictions herein.

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 authorized Cisco reseller, 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 Customer who is the original licensee. 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 Cisco or the party supplying the Software to Customer, if different than Cisco, within the warranty period. Cisco or the party 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; or (f) any Software for which Cisco does not receive a license fee.

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 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 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.

The foregoing exclusions/limitations of liability shall not apply (1) to personal injury or death caused by Cisco's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

General Terms Applicable to the Limited Warranty

Statement, End User License Agreement, and Supplemental License Agreement

Controlling Law, Jurisdiction

If you acquired the Software in the United States, , the Agreement and Hardware and Software warranties ("Warranties") are controlled by and construed under the Federal laws of the , United States of America, notwithstanding any conflicts of law provisions. For all countries referred to above, the parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods.

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. The Agreement has been written in the English language, and the parties agree that the English version will govern.

**Supplemental End User License Agreement for Cisco
Systems AnyConnect Secure Mobility and other SSL
VPN-related Client Software**

IMPORTANT: READ CAREFULLY

This Supplemental End User License Agreement ("SEULA") contains additional terms and conditions for the Software Product licensed under the End User License Agreement ("EULA") between You ("You" as used herein means ("GSA Customer"), and Cisco (collectively, the "Agreement"). Capitalized terms used in this SEULA but not defined will have the meanings assigned to them in the EULA. To the extent that there is a conflict between the terms and conditions of the EULA and this SEULA, the terms and conditions of this SEULA will take precedence..

In addition to the limitations set forth in the EULA on your access and use of the Software, the Government agrees to comply at all times with the terms and conditions provided in this SEULA. When the end user is an instrumentality of the U.S. Government, this SEULA is a contract with the U.S. government and becomes effective when signed by Cisco and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this SEULA as a term of the contract. This SEULA shall bind the government, subject to federal law. This agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE,

AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

For purposes of this SEULA, the Product name and the Product description You have ordered is any of the following ("Software"):

- Cisco AnyConnect Secure Mobility Client
- Cisco AnyConnect VPN Client
- Cisco AnyConnect Profile Editor
- Cisco AnyConnect Host Scan (HostScan)
- Cisco AnyConnect Diagnostics and Reporting Tool (DART)
- Cisco SSL VPN Client
- Cisco VPN Client
- Cisco Secure Desktop
- Smart Tunnels
- Port Forwarding
- Additional SSL VPN delivered applets

Definitions

For purposes of this SEULA, the following definitions apply:

"Endpoint" means a computer, smartphone or other mobile device used in conjunction with any of the Software.

"Network Access Manager Module" means a separate module in the Cisco AnyConnect Secure Mobility Client with IEEE 802.1X authentication functionality to manage wired and wireless network connections.



"Non-personal Information" means technical and related information that is not personally identifiable, including, but not limited to, the operating system type and version, origin and nature of identified malicious system threats, and the Software modules installed on an Endpoint device.

"Personal Information" means any information that can be used to identify an individual, including, but not limited to, an individual's name, user name, email address and any other personally identifiable information.

"Telemetry Module" means a separate module in the Cisco AnyConnect Secure Mobility Client to provide Personal Information and Non-personal Information from Endpoint devices to Cisco's web security infrastructure.

"Web Security Module" means a separate module in the Cisco AnyConnect Secure Mobility Client with functionality that redirects web traffic to the Cisco ScanSafe hosted web security infrastructure, for customers that have subscribed to Secure Mobility for ScanSafe and used in conjunction with Cisco ScanSafe Web Filtering and/or Cisco ScanSafe Web Security services.

Additional License Terms and Conditions

1. Installation and Use on Unlimited Number of Endpoint Devices

Cisco hereby grants You the right to install and use any of the Software listed above in this SEULA on an unlimited number of Endpoint devices, provided that, except with respect to the Network Access Manager Module as described in Section 2 below, each of those Endpoint devices must use the Software only to connect to Cisco equipment. These license grants are subject to export restrictions in the EULA and to the network equipment license restrictions in Section 3 below. You may make one copy of the Software for each such Endpoint device and a reasonable number of backup copies for the purpose of installing the Software on that Endpoint device.

2. Cisco AnyConnect Network Access Manager Module

The Network Access Manager Module, as described in the Cisco AnyConnect Secure Mobility Client Administrator Guide, may be used by You in conjunction with non-Cisco wired and wireless equipment for the purpose of connecting to non-Cisco network equipment. Support services (including Technical Assistance or TAC support) are only available if You have an active support contract for Cisco Products used in conjunction with the Network Access Manager Module. Support services will not be provided directly to your end users by Cisco.

3. Cisco Network Equipment and Hosted Service License Entitlements and Restrictions

Your use of the Software or specific features thereof with Cisco network equipment shall be subject to license entitlements and restrictions for the applicable Cisco network equipment or hosted services. Please consult Your administrator guide for the applicable Cisco network equipment or hosted services for the relevant license entitlements and restrictions.

4. Distribution to Third Party Business Partners and Customers

You may copy and distribute the Software to your duly authorized employees, agents, consultants, and/or independent contractors (collectively referred to as "employees") solely and exclusively for the purposes of accessing your Cisco equipment, provided that You shall remain responsible for compliance with the EULA and this SEULA by such employees. Each such distribution of the Software to a third party must be accompanied by a copy of the EULA and this SEULA.

5. No Support to Third Party Business Partners or Customers

Cisco will not provide end-user support (including Technical Assistance or TAC support) to any third party business partner or customer that receives the Software in accordance with Section 4 hereof. You shall be responsible for providing all support to each such third party.

6. Effect of Termination on Third Party Business Partners or Customers

In the event of termination of the Agreement, If applicable, You must use commercially reasonable efforts to notify the third party business partner or customer to whom You have distributed the Software that their rights of access and use of the Software have also ceased.

7. Data, Information and Privacy

• **Telemetry Module**—If You install the Telemetry Module, You consent to Cisco's collection, use, processing and storage of Personal Information and Non-personal Information as described below. This Personal Information and Non-personal Information is transferred to Cisco, including the transfer of such information to the United States and/or another country



outside the European Economic Area, so Cisco can determine how users are interacting with our products and for the purpose of providing You technical networking support and improving our products and services. Cisco may share this information with select third parties in an anonymous aggregated form. None of this Personal Information and Non-personal Information will be used to identify or contact You, and use of the Personal Information and Non-personal Information shall be subject to Cisco's Privacy Statement, Attachment 6. You may withdraw this consent to collection, use, processing and storage of Personal Information and Non-personal Information at any time either by turning the Telemetry Module off or by uninstalling the Telemetry Module. Configuration and uninstallation instructions for the Telemetry Module are available in Your Cisco AnyConnect Secure Mobility Client Administrator Guide.

- **Web Security Module**—If You agree to this Agreement and install and utilize the Web Security Module to communicate with the Cisco ScanSafe Web Filtering and/or Cisco ScanSafe Web Security Services, You consent to Cisco's collection, use, processing and storage of Personal Information as described below. This Personal Information is transferred to Cisco, including the transfer of such information to the United States and/or another country outside the European Economic Area, so Cisco can determine how users are interacting with our products and for the purpose of providing You technical networking support and improving our products and services. None of this Personal Information will be used to identify or contact You, and use of the Personal Information shall be subject to Cisco's Privacy Statement, Attachment 6. You may withdraw this consent to collection, use, processing and storage of Personal Information at any time by configuring the Cisco ScanSafe Web Filtering Service to anonymize Your end user data. Configuration instructions for the Cisco ScanSafe Web Filtering Service are available in Your Cisco ScanSafe Web Filtering Service Administrator Guide.

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In addition to the limitations set forth in the EULA on your access and use of the Software, the Government agrees to comply at all times with the terms and conditions provided in this SEULA. . When the end user is an instrumentality of the U.S. Government, this SEULA is a contract with the U.S. government and becomes effective when signed by Cisco and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this SEULA as a term of the contract. This SEULA shall bind the government, subject to federal law. This agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

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**SUPPLEMENTAL END USER LICENSE AGREEMENT FOR CISCO SYSTEMS ASA CX SOFTWARE:
IMPORTANT: READ CAREFULLY**

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Software shall include Cisco s ASA CX Application Visibility and Control and ASA CX Web Security Essentials software and services.

In addition to the limitations set forth in the EULA on your access and use of the Software, you agree to comply at all times with the terms and conditions provided in this SEULA. . When the end user is an instrumentality of the U.S. Government, this SEULA is a contract with the U.S. government and becomes effective when signed by Cisco and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this SEULA as a term of the contract. This SEULA shall bind the government, subject to federal law. This agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

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Security

Cisco ASA Next Generation Firewall Services
(formerly ASA CX Context-Aware Security) Application
Visibility & Control

[DOC-2](#)

IMPORTANT: READ CAREFULLY

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Product Name

ASA5585-10-AP1Y ASA 5585-X CX-10 Application Visibility and Control 1Year



**SUPPLEMENTAL END USER LICENSE AGREEMENT FOR CISCO SYSTEMS ASA CX SOFTWARE:
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Software shall include Cisco s ASA CX Application Visibility and Control and ASA CX Web Security Essentials software and services. In addition to the limitations set forth in the EULA on your access and use of the Software, you agree to comply at all times with the terms and conditions provided in this SEULA. When the end user is an instrumentality of the U.S. Government, this SEULA is a contract with the U.S. government and becomes effective when signed by Cisco and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this SEULA as a term of the contract. This SEULA shall bind the government, subject to federal law. This agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

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Security

Cisco ASA Next Generation Firewall Services
(formerly ASA CX Context-Aware Security) Web Security [DOC-3](#)
Essentials

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FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

Product Name

ASA5585-20-AW3Y ASA 5585-X CX-20 AVC and Web Security Essentials 3Year

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Dear Customer,

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Capitalized terms used in this SEULA but not defined will have the meanings assigned to them in the EULA. To the extent that there is a conflict between the terms and conditions of the EULA and this SEULA, the terms and conditions of this SEULA will take precedence.

In addition to the limitations set forth in the EULA on your access and use of the Software, you agree to comply at all times with the terms and conditions provided in this SEULA. When the end user is an instrumentality of the U.S. Government, this SEULA is a contract with the U.S. Government and becomes effective when signed by Cisco and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this SEULA as a term of the contract. This SEULA shall bind the Government, subject to federal law. This agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

IF YOU DO NOT

AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS)

FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

Product Name

L-ISE-AD5Y-W-100= Cisco ISE 100 Endpoint 5 Year Wireless Subscription License

Identity Services Engine (ISE) Wireless License

The Cisco Identity Services Engine (ISE) Wireless Package License entitles the user to use the Base and Advanced features and

services for Wireless Endpoints only and to receive updates as made available during the term of the subscription, provided that you

holds a valid license for the application software and there is a valid Cisco SMARTnet or SASU contract on the supporting ISE

platform.

Features and Functionality

The Identity Services Engine Wireless License Package provides features that require a valid license to operate. These features are

supported on Cisco Identity Services Engine hardware and software platforms.

Licensing

A valid ISE Wireless license allows a wireless endpoint (e.g. laptop) to be supported by the Identity Services Engine platform. This

license entitles the user to support up to number of wireless endpoints that is equal to the license quantity purchased, i.e. the quantity of wireless endpoints supported is limited to the quantity of licenses ordered. (e.g. 1,000 licenses will support 1,000 wireless endpoints).



Additional licenses can be purchased to support more wireless endpoints. The purchased license quantity will be listed in the sales order.

The Identity Services Engine Wireless Package License is a 5 year subscription license and subject to the termination provisions stated in the FAR .

In order to be able to deploy the ISE across different types of endpoints or access technologies (wired, wireless and vpn), customers

have to purchase the Wireless Upgrade license. The Wireless Upgrade license allows for the ISE to be deployed with wired, wireless

and vpn endpoints. The pre-requisite for installing the Wireless Upgrade license is having the Wireless license installed on the ISE.

The endpoint count of the Wireless Upgrade license has to be the same as the pre-installed Wireless license.

Support

Cisco Support Services, either SMARTnet for the hardware instance or SASU for the virtual instance, provide Cisco

Identity

Service Engine customers with the necessary support services when using the Base license. For the SMARTnet option, the ISE

software is considered the operating system so updates include the following: maintenance releases, minor updates and major

updates.

Security

Cisco ISE Wireless Upgrade

[DOC-5](#)

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In addition to the limitations set forth in the EULA on your access and use of the Software, you agree to comply at all times with the terms and conditions provided in this SEULA . When the end user is an instrumentality of the U.S. Government, this SEULA is a contract with the U.S. government and becomes effective when signed by Cisco and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this SEULA as a term of the contract. This SEULA shall bind the government, subject to federal law. This agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

. IF YOU DO NOT

AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS)

FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.



Product Name

L-ISE-W-UPG-100= ISE 100 Endpoint 5 Year Wireless Upgrade Subscription Lic

Identity Services Engine (ISE) Wireless Upgrade License

The Cisco Identity Services Engine (ISE) Wireless Upgrade License entitles the user to use the Base and Advanced features and

services for All Endpoints and not just limited to Wireless Endpoints only and to receive updates as made available during the term of

the subscription, provided that ~~you~~the GSA Customer Government holds a valid license for the application software and there is a valid Cisco SMARTnet or SASU

contract on the supporting ISE platform.

Features and Functionality

The Identity Services Engine Wireless Upgrade License provides features that require a valid license to operate. These features are

supported on Cisco Identity Services Engine hardware and software platforms.

Licensing

A valid ISE Wireless Upgrade license allows any type of endpoint wired, wireless and vpn endpoint to be supported by the Identity

Services Engine platform. The pre-requisite to install this license is the ISE Wireless License. This license entitles the user to support

up to number of wired, wireless and vpn endpoints that is equal to the license quantity purchased, i.e. the quantity of endpoints

supported is limited to the quantity of licenses ordered. (e.g. 1,000 licenses will support 1,000 endpoints).

Additional licenses can be purchased to support more endpoints. The purchased license quantity will be listed in the GSA Customer Purchase Order.

The Identity Services Engine Wireless Upgrade License is a subscription license whose term will expire at the same time as the

pre-installed Wireless license and is subject to termination provisions stated in the FAR, the underlying GSA Schedule Contract and/or any applicable Government SA Customer Purchase Orders.

Support

Cisco Support Services, either SMARTnet for the hardware instance or SASU for the virtual instance, provide Cisco Identity

Service Engine customers with the necessary support services when using the Base license. For the SMARTnet option the ISE

software is considered the operating system, so updates include the following: maintenance releases, minor updates and major

updates.

**IMPORTANT: READ CAREFULLY****Dear Customer,**

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In addition to the limitations set forth in the EULA on the Government's access and use of the Software, the Government agrees to comply at all times

with the terms and conditions provided in this SEULA. . When the end user is an instrumentality of the U.S. Government, this SEULA is a contract with the U.S. government and becomes effective when signed by Cisco and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this SEULA as a term of the contract. This SEULA shall bind the government, subject to federal law. This agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

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FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, THE GOVERNMENT MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO

RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

Product Name

L-ISE-ADV3Y-50K= Cisco ISE 50000 EndPoint 3Year Advanced Subscription License

Identity Services Engine (ISE) Advanced Package License

The Cisco Identity Services Engine (ISE) Advanced Package License entitles the Government to use the Advanced Package features, services,

and to receive updates as made available during the term of the Subscription, provided that the Government holds a valid license for the

application software and there is a valid Cisco SMARTnet or SASU contract on the supporting ISE platform.

Features and Functionality

The Identity Services Engine Advanced Software Package provides features that require a valid license to operate. These features

are supported on Cisco Identity Services Engine hardware and software platforms.

Licensing

A valid ISE Advanced license allows an endpoint (e.g. laptop) to be supported by the Identity Services Engine platform.

This license

entitles the Government to support up to the number of endpoints that is equal to the license quantity purchased, i.e. the quantity of endpoints



supported with Advanced features is limited to the quantity of licenses ordered. (e.g. 1,000 licenses will support 1,000 endpoints).

Additional licenses can be purchased to support more endpoints. The purchased license quantity will be listed in the Government Purchase Order.

The Identity Services Engine Advanced Package license is subscription based and has either a 3 or 5 year term. The license is valid

with proper purchase for the duration of the term. License subscriptions must be renewed before the expiration date for continued

use of software Features and Services. After the expiration date has occurred without renewal, Advanced Package Features and

Services may cease operation. The purchased license term is listed on the sales order.

The Government's subscription term begins 24 hours after the PAK file is transmitted to the user. The PAK file will be transmitted electronically

within 24 hours of Cisco's receipt of the Government Purchase Order. . The term expires after the duration specified in the Government Purchase Order has been reached.

Support

Cisco Support Services, either SMARTnet for the hardware instance or SASU for the virtual instance, provide Cisco Identity

Service Engine customers with the necessary support services when using Advanced Subscription Licenses. For the SMARTnet

option the ISE software is considered the operating system so updates include the following: maintenance releases, minor updates

and major updates. Please note that a Cisco ISE customer must have an active SMARTnet or SASU contract when using Advanced

Subscription Licenses.

Security

Cisco ISE Migration

[DOC-7](#)

IMPORTANT: READ CAREFULLY

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IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE

SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU



MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

Product Name

L-ISE-ADV-250-M= Cisco ISE 250 EndPoint Advanced + Base Migration License

Identity Services Engine (ISE) Advanced Package License

The Cisco Identity Services Engine (ISE) Advanced Package License entitles the Government to use the Advanced Package features, services,

And to receive updates as made available during the term of the Subscription, provided that you holds a valid license for the application software and there is a valid Cisco SMARTnet or SASU contract on the supporting ISE platform.

Features and Functionality

The Identity Services Engine Advanced Software Package provides features that require a valid license to operate. These features

are supported on Cisco Identity Services Engine hardware and software platforms.

Licensing

A valid ISE Advanced license allows an endpoint (e.g. laptop) to be supported by the Identity Services Engine platform.

This license

entitles the user to support up to the number of endpoints that is equal to the license quantity purchased, i.e. the quantity of endpoints

supported with Advanced features is limited to the quantity of licenses ordered. (e.g. 1,000 licenses will support 1,000 endpoints).

Additional licenses can be purchased to support more endpoints. The purchased license quantity will be listed in the GSA Customer Purchase Order.

The Identity Services Engine Advanced Package license is subscription based and has either a 3 or 5 year term. The license is valid

with proper purchase for the duration of the term. License subscriptions must be renewed before the expiration date for continued

use of software Features and Services. After the expiration date has occurred without renewal, Advanced Package Features and

Services may cease operation. The purchased license term is listed on the GSA Customer Purchase Order.

Your subscription term begins 24 hours after the PAK file is transmitted to the user. The PAK file will be transmitted electronically

within 24 hours of Cisco's receipt of the GSA Customer Purchase Order.. The term expires after the duration specified in the GSA Customer Purchase Order..

Support

Cisco Support Services, either SMARTnet for the hardware instance or SASU for the virtual instance, provide Cisco Identity

Service Engine customers with the necessary support services when using Advanced Subscription Licenses. For the SMARTnet

option the ISE software is considered the operating system, so updates include the following: maintenance releases, minor updates

and major updates. Please note that a Cisco ISE customer must have an active SMARTnet or SASU contract when using Advanced



Subscription Licenses.

Security

Cisco ISE All-in-One

[DOC-8](#)

Supplemental End User License Agreement for Identity Services Engine

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conditions of the EULA and this SEULA, the terms and conditions of this SEULA will take precedence. In addition to the limitations set forth in the EULA on the Government’s access and use of the Software, the Government agrees to comply at all times with the terms and conditions provided in this SEULA. . When the end user is an instrumentality of the U.S. Government, this SEULA is a contract with the U.S. Government and becomes effective when signed by Cisco and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this SEULA as a term of the contract. This SEULA shall bind the Government, subject to federal law. This agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

Product Name

For purposes of this SEULA, the Product name you have ordered is any of the following:

- Cisco ISE 1 Year Wireless Subscription License
- Cisco ISE 3 Year Wireless Subscription License
- Cisco ISE 5 Year Wireless Subscription License
- Cisco ISE 1 Year Wireless Upgrade Subscription License
- Cisco ISE 3 Year Wireless Upgrade Subscription License
- Cisco ISE 5 Year Wireless Upgrade Subscription License
- Cisco ISE 1 Year Advance Subscription License
- Cisco ISE 3 Year Advance Subscription License
- Cisco ISE 5 Year Advance Subscription License
- Cisco ISE Advance Migration Licenses

Identity Services Engine Term Licenses

Provided that you holds a valid license for the application software and that there is a valid Cisco SMARTnet or SASU contract on the supporting ISE platform, you are entitled to use the following Cisco Identity Services Engine (ISE) features and services depending on the Product you have ordered:

Cisco ISE Wireless Licenses

For the Cisco ISE Wireless Subscription License: you are entitled to use the Base and Advance features and



services for Wireless Endpoints only and to receive updates as made available during the term of the subscription. A valid ISE Wireless Subscription License allows a wireless endpoint (e.g. laptop) to be supported by the Identity Services Engine platform. This license entitles the GSA Customer to support up to the number of wireless endpoints that is equal to the license quantity purchased, i.e. the quantity of wireless endpoints supported is limited to the quantity of licenses ordered (e.g. 1,000 licenses will support 1,000 wireless endpoints);

Cisco ISE Wireless Upgrade Licenses

For the Cisco ISE Wireless Upgrade Subscription License: you are entitled to use the Base and Advance features and services for all Endpoints (not just limited to Wireless Endpoints only), and to receive updates as made available during the term of the subscription. A valid ISE Wireless Upgrade Subscription License allows any type of endpoint wired, wireless and vpn endpoint to be supported by the Identity Services Engine Platform. The pre-requisite to install this ISE Wireless Upgrade Subscription License is the ISE Wireless Subscription License. A ISE Endpoint Wireless Upgrade Subscription License entitles the user to support up to number of wired, wireless and vpn endpoints that is equal to the license quantity purchased, i.e. the quantity of endpoints supported is limited to the quantity of licenses ordered (e.g. 1,000 licenses will support 1,000 endpoints). The endpoint count of the ISE Endpoint Wireless Upgrade Subscription License has to be the same as the pre-installed ISE Endpoint Wireless Subscription; or Cisco ISE Advance Licenses.

For the Cisco ISE Advance Subscription License: you are entitled to use the Advance Package features, services, and to receive updates as made available during the term of the Subscription. The ISE Advance Subscription License allows all endpoints (e.g. laptop) to be supported by the Identity Services Engine platform. This license entitles the GSA Customer to support up to number of endpoints that is equal to the license quantity purchased, i.e. the quantity of endpoints supported with Advance features is limited to the quantity of licenses ordered (e.g. 1,000 licenses will support 1,000 endpoints).

Cisco ISE Advance Migration Licenses

For the Cisco ISE Advance Migration Licenses: you are entitled to use the Base and Advance features and services, and to receive updates as made available during the term of the Subscription. The ISE Advance Migration License allows all endpoints (e.g. laptop) to be supported by the Identity Services Engine platform. The Cisco ISE Advance Migration License includes a perpetual ISE Base License with a perpetual term and an ISE Advance License with a 3-year term. This license entitles the GSA Customer to support up to number of endpoints that is equal to the license quantity purchased, i.e. the quantity of endpoints supported with Base and Advance features is limited to the quantity of licenses ordered (e.g. 1,000 licenses will support 1,000 endpoints).

Additional licenses

Additional ISE Licenses can be purchased to support more endpoints. The purchased license quantity will be listed in the GSA Customer Purchase Order.

Term

The ISE Term Licenses are subscription-based, and have either a 1-year, 3-year, or 5-year term, except that: (a) the term of the ISE Wireless Upgrade License will expire at the same time as the pre-installed ISE Wireless License; and (b) the ISE Advance Migration License includes a perpetual ISE Base License with a perpetual term and a ISE Advance License with a 3-year term. The ISE Term Licenses are subject to the termination provisions contained in the FAR. License subscriptions must be renewed before the expiration date for continued use

of software Features and Services. After the expiration date has occurred without renewal, Features and Services may cease operation.

Features and Functionality

The ISE License provides features that require a valid license to operate. These features are supported on Cisco ISE hardware and software platforms.



(formerly Cisco IronPort Email and Web Security
Appliances and Security Management Application)

**Supplemental End User License Agreement for
Cisco Systems Content Security Software**

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"Agreement"). Capitalized terms used in this SEULA but not defined will have the meanings assigned to them in the EULA. To the extent that there is a conflict between the terms and conditions of the EULA and this SEULA, the terms and conditions of this SEULA will take precedence.

In addition to the limitations set forth in the EULA on your access and use of the Software, you agree to comply at all times with the terms and conditions provided in this SEULA. When the end user is an instrumentality of the U.S. Government, this SEULA is a contract with the U.S. Government and becomes effective when signed by Cisco and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this SEULA as a term of the contract. This SEULA shall bind the Government, subject to federal law. This agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

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For purposes of this SEULA, the Product name and the Product description You have ordered is any of the following Cisco Systems Email Security Appliance ("ESA"), Cisco Systems Web Security Appliance ("WSA") and Cisco Systems Security Management Application ("SMA") (collectively, "Content Security") and their Virtual Appliance equivalent ("Software"):

Cisco AsyncOS for Email
Cisco AsyncOS for Web
Cisco AsyncOS for Management
Cisco Email Anti-Spam, Sophos Anti-Virus
Cisco Email Outbreak Filters
Cloudmark Anti-Spam
Cisco Image Analyzer
McAfee Anti-Virus
Cisco Intelligent Multi-Scan
Cisco RSA Data Loss Prevention
Cisco Email Encryption
Cisco Email Delivery Mode



Cisco Web Usage Controls
Cisco Web Reputation
Sophos Anti-Malware
Webroot Anti-Malware
McAfee Anti-Malware
Cisco Email Reporting
Cisco Email Message Tracking
Cisco Email Centralized Quarantine
Cisco Web Reporting
Cisco Web Policy and Configuration Management
Cisco Advanced Web Security Management with Splunk
Email Encryption for Encryption Appliances
Email Encryption for System Generated Bulk Email
Email Encryption and Public Key Encryption for Encryption Appliances
Large Attachment Handling for Encryption Appliances
Secure Mailbox License for Encryption Appliances

Definitions

For purposes of this SEULA, the following definitions apply:

“GSA Customer Service” means the GSA Customer’s email, Internet, security management services provided to employees and End Users for the purposes of conducting the GSA Customer’s internal business.

“End User” means: (1) for the WSA and SMA, the employee, agent, consultant and/or independent contractor or other agent authorized by the GSA Customer to access the Internet and the SMA via the GSA Customer’s Service; and (2) for the ESA, the email boxes of the employees, consultants, independent contractors, or other agents authorized by the GSA Customer to access or use the email services via the GSA Customer’s Service.

“GSA Customer Purchase Order” means the purchase agreement, evaluation agreement, beta, pre-release agreement or similar agreement between the GSA Customer and Cisco or the GSA Customer and a Cisco reseller, or the valid terms of any GSA Customer Purchase Order accepted by Cisco in connection therewith, containing the purchase terms for the Software license granted by this Agreement.

“Personally Identifiable Information” means any information that can be used to identify an individual, including, but not limited to, an individual’s name, user name, email address and any other personally identifiable information.

“Server” means a single physical computer or devices on a network that manages or provides network resources for multiple users.

“Services” means Cisco Software Subscription Services.

“Telemetry Data” means samples of the GSA Customer’s email and web traffic, including data on email message and web request attributes and information on how different types of email messages and web requests were handled by the GSA Customer’s Cisco hardware products. Email message metadata and web requests included in Telemetry Data are anonymized and obfuscated to remove any Personally Identifiable Information.

“Term” means the length of the Software subscription You purchased, as indicated in the GSA Customer’s Purchase Order.

“Virtual Appliance” means the virtual version of Cisco’s email security appliances, web security appliances, and security management appliances.

“Virtual Machine” means a software container that can run its own operating system and execute applications like a Server.

Additional License Terms and Conditions

LICENSE GRANTS AND CONSENT TO TERMS OF DATA COLLECTION

License of Software.



The GSA Customer agrees to be bound by the terms of this Agreement, and so long as the GSA Customer is in compliance with this Agreement, Cisco hereby grants to The GSA Customer a nonexclusive, non-sublicensable, non-transferable, worldwide license during the Term to use the Software only on Cisco's hardware products, or in the case of the Virtual Appliances, on a Virtual Machine, solely in connection with the provision of the GSA Customer Company Service to End Users. The number of End Users licensed for the use of the Software is limited to the number of End Users specified in the Ordering Documents. In the event that the number of End Users in connection with the provision of the Company Service exceeds the number of End Users specified in the Ordering Documents, Company shall contact an Approved Source to purchase additional licenses for the Software. The duration and scope of this license(s) is further defined in the Ordering Document. The GSA Customer Purchase Order supersedes the EULA with respect to the term of the Software license. Except for the license rights granted herein, no right, title or interest in any Software is granted to the GSA Customer by Cisco, Cisco's resellers or their respective licensors. The GSA Customer's entitlement to Upgrades to the Software is subject to any separate support contract that the GSA Customer may execute. This Agreement and the Services are co-terminus.

Consent and License to Use Data.

Subject to the Cisco Privacy Statement, Attachment 6.

The Government hereby consents and grants to Cisco a license to collect and use Telemetry Data from the Company. Cisco does not collect or use Personally Identifiable Information in the Telemetry Data. Cisco may share aggregated and anonymous Telemetry Data with third parties to assist us in improving the GSA Customer's user experience and the Software and other Cisco security products and services. The GSA Customer may terminate Cisco's right to collect Telemetry Data at any time by disabling SenderBase Network Participation in the Software. Instructions to enable or disable SenderBase Network Participation are available in the Software configuration guide.

Description of Other Rights and Obligations

Please refer to the Cisco Systems, Inc. End User License Agreement and Privacy Statement, Attachments 8 and 6.

**SUPPLEMENTAL END USER LICENSE AGREEMENT FOR CISCO SYSTEMS VIRTUAL SOFTWARE PRODUCTS:****IMPORTANT: READ CAREFULLY**

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precedence.

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AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

Definitions

“CPU” means a central processing unit that encompasses part of a Server.

“Failover Pair” means a primary Instance and a standby Instance with the same Software configuration where the standby Instance can take over in case of failure of the primary Instance.

“Instance” means a single copy of the Software. Each copy of the Software loaded into memory is an Instance.

“Server” means a single physical computer or device on a network that manages or provides network resources for multiple users.

“Software” means Cisco’s Adaptive Security Appliance 1000V Cloud Firewall Software, Nexus 1000V series switch products, Virtual Security Gateway products.

“Virtual Machine” means a software container that can run its own operating system and execute applications like a Server.

“Service Provider” means a company that provides information technology services to external end user customers.

Additional License Terms and Conditions

1. Cisco hereby grants You the right to install and use the Software listed above in this SEULA on single or multiple Cisco or non-Cisco Servers or as a Virtual Machine.
2. A unit license fee to Cisco or an authorized Cisco reseller shall be due for each Cisco or non-Cisco Server CPU on which the Software is installed, per Virtual Machine run by the Software, or



per Instance, as determined by Cisco. Cisco also reserves the right to offer, in its sole discretion, versions of the Software that may not be subject to a unit license fee.

3. For the Adaptive Security Appliance 1000V Cloud Firewall Software, You are licensed to the number of Instances of the Software equal to the number of CPUs covered by the unit license fee, and if You deploy a Failover Pair, for an additional standby Instance for each primary Instance.

Description of Other Rights and Obligations

Please refer to the Cisco Systems, Inc. End User License Agreement, Attachment 8.



Version 1.0

**SUPPLEMENTAL END USER LICENSE AGREEMENT FOR CISCO SYSTEMS
INTEGRATED SECURITY APPLIANCE SOFTWARE:
IMPORTANT: READ CAREFULLY**

This Supplemental End User License Agreement ("SEULA") contains additional terms and conditions for the Software Product licensed under the End User License Agreement ("EULA") between you ("GSA Customer") and Cisco (collectively, the "Agreement"). Capitalized terms used in this SEULA but not defined will have the meanings assigned to them in the EULA. To the extent that there is a conflict between the terms and conditions of the

EULA and this SEULA, the terms and conditions of this SEULA will take precedence.

In addition to the limitations set forth in the EULA on your access and use of the

Software, you agree to comply at all times with the terms and conditions provided in this

SEULA. . When the end user is an instrumentality of the U.S. Government, this SEULA is a contract with the U.S.

government and becomes effective when signed by Cisco and the GSA Contracting Officer as an addendum to the Contract.

If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract

are subject to this SEULA as a term of the contract. This SEULA shall bind the government, subject to federal law. This

agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her

personal capacity.

IF YOU DO NOT

AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS

UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT

DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN

THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY

WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND

WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT,

YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO

RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN

AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL

END USER PURCHASER.

Definitions

For purposes of this SEULA, the following definitions apply:

"Non-personal Information" means technical and related information that is not personally identifiable, including, but not limited to, the operating system type and version, origin and nature of identified malicious system threats, and the Software modules installed on an endpoint device.

"Personal Information" means any information that can be used to identify an individual, including, but not limited to, an individual's name, user name, email address and any other personally identifiable information.

Additional License Terms and Conditions**Term License**

The Software is licensed for the one (1) or three (3) year license term, as set forth in the Software purchase order documentation.

Version 1.0

Data, Information and Privacy

If You agree to this Agreement, You consent to Cisco's collection, use, processing and storage of Personal Information and Non-personal Information, and the transfer of Personal Information and Non-personal Information to Cisco, including the transfer of



such information to the United States and/or another country outside the European Economic Area, as described in Cisco's Privacy Statement included as Attachment 6.



Supplemental End User License Agreement for Access Control System

IMPORTANT: READ CAREFULLY

This Supplemental End User License Agreement ("SEULA") contains additional terms and conditions for the Software Product licensed under the End User License Agreement ("EULA") between you ("GSA Customer") and Cisco

(collectively, the "Agreement"). Capitalized terms used in this SEULA but not defined will have the meanings assigned to them in the EULA. To the extent that there is a conflict between the terms and

conditions of the EULA and this SEULA, the terms and conditions of this SEULA will take precedence.

In addition to the limitations set forth in the EULA on your access and use of the Software, you agree to comply at all times with the terms and conditions provided in this SEULA. . When the end user is an instrumentality of the U.S. Government, this SEULA is a contract with the U.S. government and becomes effective when signed by Cisco and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this SEULA as a term of the contract. This SEULA shall bind the government, subject to federal law. This agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

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AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, THE GOVERNMENT MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

Product Name

For purposes of this SEULA, the Product the Government has ordered is any of the following:

- ACS 1121 Appliance With 5.x SW And Base license
- ACS 1121 Appliance And 5.x SW Upgrade from Previous Versions
- ACS application & BASE license for SNS-3415-K9 appliance
- Upgrade to ACS application on SNS-3415-K9 appl. w/ BASE license
- ACS 5.2 VMWare Software And Base License
- ACS 5.2 VMWare SW + Base License Upgrade from Previous Versions
- ACS 5.2 VMWare SW + Base License (Electronic Delivery)
- ACS 5.2 VMWare SW Upgrade (Electronic Delivery)
- ACS 5.3 VMWare Software And Base License
- ACS 5.3 VMWare SW + Base License Upgrade from Previous Versions
- ACS 5.3 VMWare SW + Base License (Electronic Delivery)
- ACS 5.3 VMWare SW Upgrade (Electronic Delivery)
- ACS 5.4 VMWare Software And Base License
- ACS 5.4 VMWare SW + Base License Upgrade from Previous Versions
- ACS 5.4 VMWare SW + Base License (Electronic Delivery)
- ACS 5.4 VMWare SW Upgrade (Electronic Delivery)

1. ADDITIONAL LICENSE RESTRICTIONS



Installation and Use of Cisco Secure Access Control System: The Cisco Secure Access Control System ("ACS") Software component of the Cisco Hardware Platform is preinstalled. CDs containing tools to restore this Software to the Hardware are provided to you for reinstallation purposes only. You may only run the supported Cisco Secure Access Control System Software Products on the Cisco Hardware Platform designed for its use. No unsupported software product or component may be installed on the Cisco Hardware Platform. Each Cisco Secure Access Control System is shipped with a Product Activation Key ("PAK") that must be registered with Cisco to obtain an appropriate base license file. The PAK and associated license file are intended for use on one and only one Cisco Secure Access Control System.

Installation and Use of Cisco Secure Access Control System Software for Virtual Machine: The Cisco Secure Access Control System ("ACS") Software for Virtual Machine can run and is supported only on versions of Virtual Machine specified in the product documentation. Each copy of Cisco Secure ACS Software for Virtual Machine is shipped with a Product Activation Key ("PAK") that must be registered with Cisco to obtain an appropriate base license file. The PAK and associated license file are intended for use on with one and only one running Instance of Cisco Secure ACS Software.

2. DEFINITIONS

"Instance" means a single copy of the Software. Each copy of the Software loaded into memory is an Instance.

"Server" means a single physical computer or device on a network that manages or provides network resources for multiple users.

"Virtual Appliance" means the virtual version of Cisco's email security appliances, web security appliances, and security and identity management appliances.

"Virtual Machine" means a software container that can run its own operating system and execute applications like a Server.



TelePresence	Cisco TelePresence Multipoint Switch 1.5	DOC-14958
TelePresence	Cisco TelePresence Primary Codec	DOC-14958
TelePresence	Cisco TelePresence Express Manager System	DOC-14958

IMPORTANT: READ CAREFULLY

**Dear Customer,
Supplemental End User License Agreement**

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In addition to the limitations set forth in the EULA on your access and use of the Software, you agree to comply at all times with the terms and conditions provided in this SEULA. . When the end user is an instrumentality of the U.S. Government, this SEULA is a contract with the U.S. Government and becomes effective when signed by Cisco and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this SEULA as a term of the contract. This SEULA shall bind the Government, subject to federal law. This agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

For the purpose of this SEULA, we define the following terms:

"Intragovernmental Features" are those features that are deployed within an enterprise and do not traverse a service provider network for the purpose of interconnecting and communicating to other enterprises. This does not include transport provided for communication within the enterprise allowing it to communicate to itself.

"Inter-company Features" are those features that provide support for communications between enterprises through a service provider network.

In addition to the Agreement, the following supplemental terms apply to Inter-company Features.

Multipoint encryption for Inter-company feature is available in the Software Product but you are not authorized to use it until you have been permitted to do so upon notice from Cisco.



TelePresence

[Cisco TelePresence Manager](#)

[DOC-14958](#)
[DOC-29311](#)

TelePresence

Cisco TelePresence Express Multipoint Switch

[DOC-14958](#)
[DOC-29311](#)

Please see the SEULAs starting above for (DOC-29311) and for (DOC-14958) for the SEULAs applicable to these offerings.

**IMPORTANT: READ CAREFULLY****Dear Customer,
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In addition to the limitations set forth in the EULA on your access and use of the Software, you agree to comply at all times with the terms and conditions provided in this SEULA. When the end user is an instrumentality of the U.S. Government, this SEULA is a contract with the U.S. government and becomes effective when signed by Cisco and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this SEULA as a term of the contract. This SEULA shall bind the government, subject to federal law. This agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

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For the purpose of this SEULA, we define the following terms:

"Authorized Service Provider" is a service provider that has an agreement with Cisco explicitly authorizing support for the Restricted Features.

"Intra- Governmental Use" is a use of the Software Product which occurs within the government and which traverses a service provider network for the purpose of interconnecting and communicating to endpoints within the same companies/entities.

"Inter company Use" is a use of the Software Product which occurs between two or more companies/entities and which traverses a service provider network for the purpose of inter connecting and communicating to other companies/entities. A use may include functionality that is accessed before, during or after a Cisco TelePresence meeting. Inter company Use also includes providing features of the Software Product in a commercially available service offering.

"Restricted Features" means one or more of the following features: (i) Inter company Multipoint encryption; and (ii) Inter company HD/SD Inter Operability.

In addition to the Agreement, the following supplemental terms apply:

1. The Restricted Features are available or potentially enabled in this Software Product but may only be used for Intra-Governmental Use. **THE RESTRICTED FEATURES CANNOT BE USED FOR THE PURPOSES OF INTERGOVERNMENTAL USE UNLESS SUCH USE IS PERMITTED BY AN AUTHORIZED SERVICE PROVIDER.** you are not authorized to use the Restricted Features for Inter-Governmental Use until the Cisco notifies the GSA Customer. Restricted Features are generally available feature sets in the updated release notes for the Software Product..



Notwithstanding the foregoing, your Intra-Governmental Use of the Restricted Features shall not be restricted by this paragraph.

2. The CTS Manager calendaring feature for scheduling TelePresence calls may only be used for Intra-Governmental Use. The CTS Manager calendaring feature may not be used with more than one calendaring application. Customers in a shared office space with multiple tenants using their own calendaring solution must deploy one CTS Manager per tenant.

TelePresence

CTS Management

[DOC-20211](#)

IMPORTANT: READ CAREFULLY

Dear Customer, Supplemental End User License Agreement

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In addition to the limitations set forth in the EULA on the Government's access and use of the Software, you agree to comply at all times with the terms and conditions provided in this SEULA. When the end user is an instrumentality of the U.S. Government, this SEULA is a contract with the U.S. government and becomes effective when signed by Cisco and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this SEULA as a term of the contract. This SEULA shall bind the government, subject to federal law. This agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

"Authorized Service Provider" is a service provider that has an agreement with Cisco that explicitly authorizes support for the Restricted Features.

"Intra-Governmental Use" is a use of the Software Product which occurs within the same Government entity and which traverses a service provider network for the purpose of interconnecting and communicating to endpoints within the same entities.

"Inter-Governmental Use" is a use of the Software Product which occurs between two or more Government entities and which traverses a service provider network for the purpose of interconnecting and communicating to other entities. A use may include functionality that is accessed before, during or after a Cisco TelePresence meeting. Inter-Governmental Use also includes providing features of the Software Product in a commercially available service offering.

"Restricted Features" means one or more of the following features: (i) Inter-Governmental Multipoint encryption; and (ii) Inter-Governmental HD/SD Inter-Operability.



In addition to the Agreement, the following supplemental terms apply:

The Restricted Features are available or potentially enabled in this Software Product, but may only be used for Intra-Governmental Use. THE RESTRICTED FEATURES CANNOT BE USED FOR THE PURPOSES OF INTER-GOVERNMENTAL USE UNLESS SUCH USE IS PERMITTED BY AN AUTHORIZED SERVICE PROVIDER. The Government is not authorized to use the Restricted Features for Inter-Governmental Use until Cisco notifies the GSA Customer that the Restricted Features are available feature sets. Notwithstanding the foregoing, the GSA Customer's Intra-Governmental Use of the Restricted Features shall not be restricted by this paragraph.

**IMPORTANT: READ CAREFULLY**

Dear Customer,

This Supplemental End User License Agreement ("SEULA") contains additional terms and conditions for the Software Product licensed under the End User License Agreement ("EULA") between you ("GSA Customer") and Cisco (collectively, the "Agreement"). Capitalized terms used in this SEULA but not defined will have the meanings assigned to them in the EULA. To the extent that there is a conflict between the terms and conditions of the EULA and this SEULA, the terms and conditions of this SEULA will take precedence.

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RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

SUPPLEMENTAL LICENSE AGREEMENT

SUPPLEMENTAL LICENSE AGREEMENT FOR CISCO SYSTEMS VIDEO CONTROL PLANE AND CDN MANAGER ("SOFTWARE"): VIDEO BACK OFFICE, VIDEO CONTROL PLANE, CDN ANALYTICS, CDN PROVISIONS MANAGER

IMPORTANT-READ CAREFULLY: THIS SUPPLEMENTAL LICENSE AGREEMENT ("SLA") CONTAINS ADDITIONAL LIMITATIONS ON THE LICENSE TO THE SOFTWARE PROVIDED TO GSA CUSTOMER UNDER THE END USER LICENSE AGREEMENT ("EULA") BETWEEN GSA CUSTOMER AND CISCO. CAPITALIZED TERMS USED IN THIS SLA AND NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANINGS ASSIGNED IN THE EULA. TO THE EXTENT THERE IS

A CONFLICT BETWEEN THIS SLA AND THE EULA OR ANY OTHER TERMS AND CONDITIONS APPLICABLE TO THE SOFTWARE, THE TERMS AND CONDITIONS IN THIS SLA SHALL TAKE PRECEDENCE.

THE GSA CUSTOMER'S RIGHT TO USE THE SOFTWARE IS LIMITED SOLELY TO THOSE PRODUCTS COMPONENTS OF THE SOFTWARE (INCLUDING BUT NOT LIMITED TO THE VIDEO BACK OFFICE, VIDEO CONTROL PLANE, CDN ANALYTICS, CDN PROVISIONS MANAGER COMPONENTS) PURCHASED BY GSA CUSTOMER PURSUANT TO A VALID GSA CUSTOMER PURCHASE ORDER. ALL OTHER USES ARE STRICTLY PROHIBITED.

WITH RESPECT TO THE SOFTWARE LICENSED UNDER THIS SLA, (A) "SERVICES" WILL APPLY SOLELY TO CISCO'S PERFORMANCE OF SERVICES RELATING TO THE SOFTWARE; AND (B) THE TERM "NETWORK"



RELATING TO THE CISCO SEVERITY AND ESCALATION GUIDELINES, WILL BE DEFINED TO APPLY SOLELY TO THE SOFTWARE. When the end user is an instrumentality of the U.S. Government, this agreement is a contract with the U.S. Government and becomes effective when signed by Cisco and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this agreement as a term of the contract. This SLA shall bind the Government, subject to federal law. This agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

. IF GSA CUSTOMER DOES NOT AGREE TO BE BOUND BY SUCH TERMS AND CONDITIONS, CUSTOMER MAY NOT INSTALL, DOWNLOAD, OR OTHERWISE USE THE SOFTWARE.

LICENSE; ADDITIONAL RESTRICTIONS

License. Conditioned upon compliance with the terms and conditions of the Agreement, Cisco grants to GSA Customer a nonexclusive, non-transferable, worldwide, royalty-free license to use the Software and the Documentation to provide the delivery of online

video services ("Video Services") to End Users, subject to the capacity limitations set forth in the description of the product associated with the product SKU (collectively, "Capacity") set forth in the GSA Customer Purchase Order. The foregoing license does not transfer or convey to GSA Customer or any third party any right, title or interest in or to the Software or Documentation or any associated intellectual property rights, but only a limited right of use, revocable in accordance with the terms of the Agreement.

Restricted Version and Use. GSA Customer may install and use the Software only within the Territory specified in the Agreement solely for the purpose of operating GSA Customer's service for the management and delivery of Video Services to End Users. GSA Customers are purchasing the rights to the then-current Major Release of the Software and its associated Minor Releases and GSA Customer's license specifically excludes any subsequent Major Releases of the Software. No other Updates, upgrades, or other Software releases are licensed by Cisco to GSA Customer hereunder.

Major Release means a release of Software that provides additional software functions. Cisco designates Major Releases as a change in the ones digit of the Software version number [(x).x.x].

Minor Release means an incremental release of Software that provides maintenance fixes and additional Software functions. Cisco designates Minor releases as a change in the tenths digit of the Software version number [x.(x).x].

Customer Warranties. GSA Customer represents, warrants and covenants that (i) it shall only use the Software to provide Video Services to its End Users only as permitted by any Capacity limitations set forth in the GSA Customer Purchase Order. If GSA Customer wishes to utilize the Software beyond the Capacity set forth in the GSA Customer Purchase Order, GSA Customer shall be obligated to place a new GSA Customer Purchase Order with Cisco to procure such additional required Capacity as soon as is reasonably practical.

Content. As between Cisco and GSA Customer, GSA Customer is and will be solely responsible for the creation, renewal, updating, deletion, editorial content, control, maintaining any and all backup, and all other aspects of any files, software, scripts, multimedia images, graphics, audio, video, text, data or other objects, including any third party content or materials, originating or transmitted from any location owned or operated by GSA Customer, in any medium, which is transmitted or delivered by GSA Customer using the Software ("GSA Customer Content"). GSA Customer owns all right, title, and interest in the GSA Customer Content, or possesses or will possess all legally valid rights in the GSA Customer Content necessary to use the GSA Customer Content. Customer shall be solely responsible for maintaining the availability of its networks, web site(s) and any other medium for the delivery of online video services, and all GSA Customer Content, IP addresses, domain names, hyperlinks, databases, applications and other resources as necessary for GSA Customer to operate and maintain its services to meet GSA Customer's business purposes and objectives.

ADDITIONAL SERVICES

Professional Services and/or Support Services relating to the Software purchased by GSA Customer pursuant to a Purchase Order will be set forth in a separate document to be mutually agreed by the parties.



Video	Cisco Videoscape Media Managed Services and Videoscape Media Suite Software	DOC-31551
Video	Cisco Videoscape Media Suite CMS	DOC-31151
Video	Cisco Videoscape Media Suite Entitlement	DOC-31151
Video	Cisco Videoscape Media Suite Publisher	DOC-31151
Video	Cisco Videoscape Media Suite Streaming Player	DOC-31151

IMPORTANT: READ CAREFULLY

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**SUPPLEMENTAL LICENSE AGREEMENT
SUPPLEMENTAL LICENSE AGREEMENT FOR CISCO SYSTEMS VIDEOSCAPE MEDIA SUITE SOFTWARE (“VMS SOFTWARE”): CMS, ENTITLEMENT, PUBLISHER, MEDIA STREAMING PLAYER, MEDIA DOWNLOAD APPLICATION**

IMPORTANT-READ CAREFULLY: THIS SUPPLEMENTAL LICENSE AGREEMENT (“SLA”) CONTAINS ADDITIONAL LIMITATIONS ON THE LICENSE TO THE VMS SOFTWARE PROVIDED TO GSA CUSTOMER UNDER THE END USER LICENSE AGREEMENT (“EULA”) BETWEEN GSA CUSTOMER AND CISCO. CAPITALIZED TERMS USED IN THIS SLA AND NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANINGS ASSIGNED IN THE EULA. TO THE EXTENT THERE IS A CONFLICT BETWEEN THIS SLA AND THE EULA OR ANY OTHER TERMS AND CONDITIONS APPLICABLE TO THE VMS SOFTWARE, THE TERMS AND CONDITIONS IN THIS SLA SHALL TAKE PRECEDENCE.



GSA CUSTOMER'S RIGHT TO USE THE VMS SOFTWARE IS LIMITED SOLELY TO THOSE SKU COMPONENTS OF THE VMS SOFTWARE (INCLUDING BUT NOT LIMITED TO THE CMS, ENTITLEMENT, PUBLISHER, STREAMING PLAYER OR DOWNLOAD APPLICATION COMPONENTS) PURCHASED BY GSA CUSTOMER PURSUANT TO A VALID GSA CUSTOMER PURCHASE ORDER. ALL OTHER USES ARE STRICTLY PROHIBITED.

WITH RESPECT TO THE VMS SOFTWARE LICENSED UNDER THIS SLA, (A) "SERVICES" WILL APPLY SOLELY TO CISCO'S PERFORMANCE OF SERVICES RELATING TO THE VMS SOFTWARE, INCLUDING ANY SERVICES PROVIDED BY CISCO PURSUANT TO EXHIBIT C; AND (B) THE TERM "NETWORK" RELATING TO THE CISCO SEVERITY AND ESCALATION GUIDELINES, WILL BE DEFINED TO APPLY SOLELY TO THE VMS SOFTWARE.

IF CUSTOMER DOES NOT AGREE TO BE BOUND BY SUCH TERMS AND CONDITIONS, CUSTOMER MAY NOT INSTALL, DOWNLOAD, OR OTHERWISE USE THE VMS SOFTWARE.

LICENSE; ADDITIONAL RESTRICTIONS

License. Conditioned upon compliance with the terms and conditions of the Agreement, Cisco grants to GSA Customer a perpetual, nonexclusive, non-transferable, worldwide, royalty-free license to use the VMS Software and the Documentation to provide the delivery of online video services ("Video Services") to End Users, subject to the User Capacity, Transaction Capacity or Title Capacity (collectively, "Capacity") limitations set forth in the GSA Customer Purchase Order. The foregoing license does not transfer or convey to GSA Customer or any third party any right, title or interest in or to the VMS Software or Documentation or any associated intellectual property rights, but only a limited right of use, revocable in accordance with the terms of this Agreement.

Restricted Version and Use. GSA Customer may install and use the VMS Software only within the Territory specified in the Agreement solely for the purpose of operating GSA Customer's service for the management and delivery of Video Services to End Users. GSA Customers are purchasing the rights to the then-current Major Release of the VMS Software and its associated Minor Releases and GSA Customer's license specifically excludes any subsequent Major Releases of the VMS Software. No other Updates, upgrades, or other VMS Software releases are licensed by Cisco to GSA Customer hereunder.

Major Release means a release of VMS Software that provides additional software functions. Cisco designates Major Releases as a change in the ones digit of the VMS Software version number [(x).x.x].

Minor Release means an incremental release of VMS Software that provides maintenance fixes and additional VMS Software functions. Cisco designates Minor releases as a change in the tenths digit of the VMS Software version number [x.(x).x].

GSA Customer Warranties. GSA Customer represents, warrants and covenants that (i) it shall only use the VMS Software to provide Video Services to its End Users only as permitted by any Capacity limitations set forth in the GSA Customer Purchase Order. If GSA Customer wishes to utilize the VMS Software beyond the Capacity set forth in the Purchase Order, GSA Customer shall be obligated to place a new GSA Customer Purchase Order with Cisco to procure such additional required Capacity as soon as is reasonably practical.

Content. As between Cisco and GSA Customer, GSA Customer is and will be solely responsible for the creation, renewal, updating, deletion, editorial content, control, maintaining any and all backup, and all other aspects of any files, software, scripts, multimedia images, graphics, audio, video, text, data or other objects, including any third party content or materials, originating or transmitted from any location owned or operated by GSA Customer, in any medium, which is transmitted or delivered by GSA Customer using the VMS Software ("GSA Customer Content").

GSA Customer owns all right, title, and interest in the GSA Customer Content, or possesses or will possess all legally valid rights in the GSA Customer Content necessary to use the GSA Customer Content. GSA Customer shall be solely responsible for maintaining the availability of its networks, web site(s) and any other medium for the delivery of online video services, and all GSA Customer Content, IP addresses, domain names, hyperlinks, databases, applications and other resources as necessary for GSA Customer to operate and maintain its services to meet GSA Customer's purposes and objectives. In the case where at no material fault of Cisco or the VMS Software, a third party software component, including but not limited to, WMDRM Server or Windows Media Player ("WMP") or Microsoft PlayReady creates a digital rights management (DRM) security breach due to a failure or hacking of such component, Cisco shall notify GSA Customer as soon as is practical after receiving a confirmed notice from the provider of such components or discovering such a DRM security breach itself. If, after receiving such DRM breach notice, GSA Customer continues to allow its content to be



accessed with any software or services operated in conjunction with the VMS Software during the period where there is no fix for such DRM security breach, or GSA Customer decides not to implement such fix (which may require restricting End Users to using certain versions of third party applications), then GSA Customer acknowledges and agrees Cisco will not have any liability to GSA Customer for any costs, damages or legal fees related to a DRM security breach.

ADDITIONAL SERVICES

Professional Services and/or Support Services relating to the VMS Software purchased by GSA Customer pursuant to a Purchase Order will be set forth in a separate document to be mutually agreed by the parties.

**SUPPLEMENTAL END USER LICENSE AGREEMENT FOR CISCO WEBEX MEETINGS SERVER SOFTWARE:****IMPORTANT: READ CAREFULLY**

This Supplemental End User License Agreement ("SEULA") contains additional terms and conditions for the Software licensed under the End User License Agreement ("EULA") between you ("GSA Customer") and Cisco (collectively, the "Agreement"). Capitalized terms used in this SEULA but not defined will have the meanings assigned to them in the EULA. To the extent that there is a conflict between the terms and conditions of the EULA and this SEULA, the terms and conditions of this SEULA will take precedence.

In addition to the limitations set forth in the EULA on your access and use of the Software, you agree to comply at all times with the terms and conditions provided in this SEULA. When the end user is an instrumentality of the U.S. Government, this SEULA is a contract with the U.S. Government and becomes effective when signed by Cisco and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this SEULA as a term of the contract. This SEULA shall bind the Government, subject to federal law. This agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED USB DRIVE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

1. Cisco WebEx Meetings Server (the "Software") is a software-based enterprise conferencing product that integrates audio, video and web conferencing in a single, on-premises solution.
2. License. Conditioned upon compliance with the terms and conditions of the Agreement, Cisco grants to GSA Customer a nonexclusive, nontransferable and sublicenseable (to GSA Customer's end users) license to use for GSA Customer's (and/or GSA Customer's end users') internal business purposes the Software and Documentation for which GSA Customer has paid the required license and/or subscription fee. The server component of the Software may be installed only on Cisco hardware that is: (a) operated by GSA Customer, or (b) operated by a third party under the GSA Customer's direct control. GSA Customer may copy and distribute the client component of the Software to its duly authorized agents, consultants and/or independent contractors solely and exclusively in connection with allowing such third parties to attend meetings hosted by GSA Customer using the Software, provided that GSA Customer shall remain responsible for such third parties' compliance with the Agreement. "Documentation" means information (whether contained in user or technical manuals, training materials, specifications, videos or otherwise) pertaining to the Software and made available by Cisco with the Software in any manner (including on USB Drive or online). In order to use the Software, GSA Customer may be



required to input a registration number or product authorization key and register GSA Customer's copy of the Software online at Cisco's website to obtain the necessary license key or license file.

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3. User Licenses.

"Employees" are the full and part-time employees, agents, consultants and/ or third-party independent contractors of GSA Customer.

Employees may include third-party contractors, only if (a) GSA Customer allows the third-party contractor to use the Software only for the benefit of GSA Customer, (b) GSA Customer does not charge the third-party contractor for the use of the Software, and (c) GSA Customer takes full liability for the actions of the third-party contractor, including, but not limited to the third-party contractor's misuse of the Software.

A "User" is a GSA Customer Employee assigned an account by GSA Customer to use the Software to host meetings. A User may host an unlimited number of meetings ("Meeting(s)") using the Software; provided that a User may only host one (1) Meeting at a time. Each Meeting must be hosted by a User and is limited to the maximum number of participants as determined by the capacity of the Software licensed by GSA Customer.

4. Limited User Licenses. GSA Customer's license to use the Software shall be limited to, and GSA Customer shall not use the Software in excess of, such limitations as are set forth in the SEULA or in the applicable GSA Customer Purchase Order which has been accepted by Cisco and for which GSA Customer

has paid to Cisco the required fee (the "GSA Customer Purchase Order"). GSA Customer may only have as many users as allowed under any and all applicable GSA Customer Purchase Orders. GSA Customer understands and agrees that the Software will perform internal checks to compare the number of Users using the Software with the number of Users licensed by GSA Customer, and if it repeatedly finds more Users than authorized, Cisco will provide notice to the GSA Customer and provide the GSA Customer with the opportunity to negotiate additional GSA Customer Purchase Orders to bring the GSA Customer into compliance.

5. Content. GSA Customer agrees that it is solely responsible for the content of all visual, written or audible communications, files, documents, videos, recordings and any other material ("Content") used, displayed, uploaded, exchanged or transmitted on or through the Software. Under no circumstances will Cisco be liable to GSA Customer for any loss or damages: (i) arising from any Content, or Content related errors or omissions; or (ii) incurred as a result of the use of, access to, or denial of access to the Content.

6. Privacy. GSA Customer understands and agrees that, as part of Cisco providing support to GSA Customer, Cisco may request access to and use of technical or diagnostic information (*e.g.*, server logs) that may contain Personal Information and Non-personal Information of GSA Customer and/or GSA Customer's meeting invitees ("Server Data"). If you provide such Server Data to Cisco, you consent to Cisco's collection, use, processing and storage of Personal Information and Nonpersonal Information as described below. This Personal Information and Non-personal Information is transferred to Cisco, including the transfer of such information to the United States and/or another country outside the European Economic Area, so Cisco can determine how users are interacting with our products and for the purposes of providing GSA Customer support and improving our products and services. Cisco may share this information with select third parties in an anonymous aggregated form. None of this Personal Information and Non-personal Information will be used to identify or contact individual users, and use of the Personal Information and Non-personal Information shall be subject to Cisco's Privacy Statement, included as Attachment

6. GSA Customer may withdraw



this consent to collection, use, processing and storage of Personal Information and Non-personal Information at any time by not providing Cisco access to the Server Data. Active steps are required each time by the System Administrator to provide Cisco access to the Server Data.

7. GSA Customer agrees that it will not use the Software to send unsolicited email outside GSA Customer's company or organization (*e.g.*, "spam") in violation of applicable law, falsify any email header information when sending emails (*e.g.*, "spoofing"), or attempt to acquire sensitive information such as usernames, passwords and credit card details by masquerading as a trustworthy entity (*e.g.*, "phishing"). GSA Customer further agrees not to use the Software to communicate any message or material that is harassing, libelous, threatening, obscene, or that would violate the intellectual property rights of any party, give rise to civil liability, constitute a criminal offense, or is otherwise unlawful under any applicable law or regulation. 8. The Software may not be appropriate for use in all countries. GSA Customer agrees that GSA Customer will comply with all applicable laws and regulations in connection with GSA Customer's use of the Software, including, but not limited to: (a) with respect to personally identifiable information sent or received by GSA Customer, all applicable privacy laws and regulations, (b) laws relating to the recording of communications, including, when required, advising all participants in a recorded WebEx Meetings Server meeting or event that the meeting or event is being recorded, and (c) laws relating to the use of VoIP-based services, if applicable. It is the sole responsibility of GSA Customer to ensure it has the right to use all features of the Software. Cisco may modify or not make available the Software and/or certain Software features to comply with applicable laws and regulations. The Software is subject to U.S. and local export control laws and regulations. GSA Customer shall comply with such laws and regulations governing use, export, re-export, and transfer of the Software and will obtain all required U.S. authorizations, permits, or licenses. The export obligations under this clause shall survive the expiration or termination of the Agreement.

9. The Software contains certain third party database products ("Third Party Database Products") that may impose additional restrictions on GSA Customer's use. GSA Customer shall not install or configure the Third Party Database Products separately and independently from the Software. GSA Customer shall not access the Third Party Database Products directly or through other database tools, but rather only through the Software. GSA Customer shall not navigate the underlying data schema of the Third Party Database Products. GSA Customer shall not access the Third Party Database Products or

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establish the transfer of data without Cisco Application Programmer Interfaces APIs. GSA Customer shall not upgrade the Third Party

Database Products separately, but only as a component of Third Party Database Products.

10. Oracle Java SE Terms and conditions. (i) Trademarks and Logos. This SEULA does not authorize an end user licensee to use any Oracle America, Inc. name, trademark, service mark, logo or icon. The GSA Customer acknowledges that Oracle owns the Java trademark and all Java-related trademarks, logos and icons including the Coffee Cup and Duke ("Java Marks"). and agrees to: (a) comply with the Java Trademark Guidelines included as Attachment 7

; (b) not do anything harmful

to or inconsistent with Oracle's rights in the Java Marks; and (c) assist Oracle in protecting those rights, including assigning to Oracle any rights acquired by Customer in any Java Mark. (ii)

Third Party Code. Additional copyright notices and license terms applicable to portions of the Oracle Java SE software are set forth in the THIRDPARTYLICENSEREADME.txt file. (iii)

Commercial Features. Use of the Commercial Features for any commercial or production



purpose require a separate license from Oracle.re.

11. Portions of the Software utilize Microsoft Windows Media Technologies. Copyright (c) 1999-2006 Microsoft Corporation.



SUPPLEMENTAL END USER LICENSE AGREEMENT FOR CISCO SYSTEMS WEBEX SOCIAL SOFTWARE:

IMPORTANT: READ CAREFULLY

This Supplemental End User License Agreement (“SEULA”) contains additional terms and conditions for the Software licensed under the End User License Agreement (“EULA”) between you (“GSA Customer”) and Cisco (collectively, the “Agreement”). Capitalized terms used in this SEULA but not defined will have the meanings assigned to them in the EULA. To the extent that there is a conflict between the terms and conditions of the EULA and this SEULA, the terms and conditions of this SEULA will take precedence.

In addition to the limitations set forth in the EULA on your access and use of the Software, you agree to comply at all times with the terms and conditions provided in this SEULA. . When the end user is an instrumentality of the U.S. Government, this SEULA is a contract with the U.S. Government and becomes effective when signed by Cisco and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this SEULA as a term of the contract. This SEULA shall bind the Government, subject to federal law. This agreement shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE (INCLUDING ANY UNOPENED CD PACKAGE AND ANY WRITTEN MATERIALS) FOR A FULL REFUND, OR, IF THE SOFTWARE AND WRITTEN MATERIALS ARE SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

1. WebEx Social Software is an enterprise collaboration platform that may provide different functionality including, but not limited to: content/documents (content development, content management, portals, and Intranets); communication (voice/video, instant messaging, conferencing, and email); business process (business applications, vertical applications, customer care, and workflow); and social networking (profiles, teams, communities, networks).
2. License. Conditioned upon compliance with the terms and conditions of this Agreement, Cisco grants to GSA Customer a nonexclusive, nontransferable and sublicenseable (to GSA Customer’s end users) license to use for GSA Customer’s (and/or GSA Customer’s end users’) internal business purposes the Software and Documentation for which GSA Customer has paid the required license and/or subscription fee. “Documentation” means information (whether contained in user or technical manuals, training materials, specifications, videos or otherwise) pertaining to the Software and made available by Cisco with the Software in any manner (including on CD-Rom, or online). In order to use the Software, GSA Customer may be required to input a registration number or product authorization key and register GSA Customer’s copy of the Software online at Cisco’s website to obtain the necessary license key or license file.



3. GSA Customer's license to use the Software shall be limited to, and GSA Customer shall not use the Software in excess of, such limitations as are set forth in the SEULA or in the applicable GSA Customer Purchase Order which has been accepted by Cisco and for which GSA Customer has paid to Cisco the required fee (the "GSA Customer Purchase Order").

4. Content. GSA Customer agrees that it is solely responsible for the content of all visual, written or audible communications and any other material ("Content") displayed, uploaded, exchanged or transmitted on or through the Software. Under no circumstances will Cisco be liable to GSA Customer for any loss or damages: (i) arising from any Content, or Content related errors or omissions; or (ii) incurred as a result of the use of, access to, or denial of access to the Content.

5. Third Party Offerings. Certain uses of Software may allow Customer to evaluate and use thirdparty applications and/or services ("Third Party Offerings"). Third Party Offerings may involve the exchange of data with the Software. Cisco is not

responsible for Customer's data outside of the Software or for modifications or deletions of Customer's data made by third parties or their Third Party Offerings.

6. Use of Twitter Services. GSA Customer's use of Twitter Services is governed by and Twitter Terms of Services

7. WebEx Social Software contains certain Oracle database products ("Oracle Products") that impose additional restrictions on GSA Customer's use. GSA Customer shall not install or configure Oracle Products separately and independently from WebEx Social Software. Except for Enterprise Manager, GSA Customer shall not access Oracle Products directly or through other database tools, but rather only through WebEx Social Software. GSA Customer shall not navigate the underlying data schema of Oracle Products. GSA Customer shall not access Oracle Products or establish the transfer of data without Cisco APIs. GSA Customer shall not upgrade Oracle Products separately, but only as a component of Oracle Products.

8. WebEx Social Software contains IBM Licensed Materials. Copyright IBM Corporation 2009. IBM Licensed Materials or their modifications may not be used for any purpose other than to enable WebEx Social Software.



Attachment 1

This Service Level Agreement (this “Agreement”) sets forth Cisco Meraki’s obligations and our customers’ rights with respect to the performance of Cisco Meraki’s Hosted Software. All capitalized terms used but not otherwise defined in this Agreement have the meanings given to them in the End Customer Agreement above (the Meraki SEULA), or as otherwise entered into between Cisco Meraki and Customer (the “Customer Agreement”).

1. Definitions. For purposes of this Agreement, the following terms have the meaning ascribed to each term below:

“Downtime” means if the Hosted Software is unavailable to Customer due to failure(s) in the Hardware, Firmware, or Hosted Software, as confirmed by both Customer and Cisco Meraki.

“Monthly Uptime Percentage” means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

“Service Credit” means the number of days that Cisco Meraki will add to the end of the Term, at no charge to Customer.

2. Service Level Warranty. During the Term, the Hosted Software will be operational and available to Customer at least 99.99% of the time in any calendar month (the “Service Level Warranty”). If the Monthly Uptime Percentage does not meet the Service Level Warranty in any calendar month, and if Customer meets its obligations under this Agreement, then Customer will be eligible to receive Service Credit as follows:

Uptime	Days Credited
< 99.99% - ≥ 99.9%	3
< 99.9% - ≥ 99.0%	7
< 99.0%	15

3. Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Customer must notify Cisco Meraki within 30 days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer’s right to receive a Service Credit.

4. Maximum Service Credit. The aggregate maximum amount of Service Credit to be issued by Cisco Meraki to Customer for all Downtime that occurs in a single calendar month will not exceed 15 days. Service Credit may not be exchanged for, or converted into, monetary amounts.

5. Exclusions. The Service Level Warranty does not apply to any services that expressly exclude this Service Level Warranty (as stated in the documentation for such services) or any performance issues (i) caused by Force Majeure on the terms set forth in Section 9.3 of the Agreement, (ii) that resulted from Customer’s equipment or third party equipment, or both (not within the primary control of Cisco Meraki), or (iii) that otherwise resulted from Customer’s violation of Sections 3.5 or 4.2 of the Agreement.



6. Exclusive Remedy. This Agreement states Customer's sole and exclusive remedy for any failure by Cisco Meraki to meet the Service Level Warranty.



Attachment 2

Meraki Support Overview:

Enterprise support at no additional cost

Cisco Meraki's simple, all-inclusive pricing includes enterprise-class phone support. We will help you deploy your first network or troubleshoot global network issues and other unforeseen emergencies at no additional cost.

Deep expertise and fanatical service

Our support engineers have deep expertise in enterprise networking and wireless design. The Cisco Meraki support team sits alongside the engineers who build Cisco Meraki products, providing a wealth of expertise.

Real time cloud-based support tools

Cisco Meraki support engineers use real time web-based tools to securely and quickly diagnose and troubleshoot your network, providing the speed and service of an on-site visit without the hassle.

The best support call is the one you don't have to make

Cisco Meraki self-provisioning hardware, automatic firmware updates, automatic network optimization, intuitive user interface and built-in contextual help dramatically reduce support incidents, providing reliable and hassle free enterprise networking.

Meraki Support Includes

Access to knowledge base

Case-based support viewable in dashboard

Firmware and software upgrades and updates

24x7 telephone support based out of San Francisco, London, Sydney technical assistance centers

Contact Support

[Log in](#) to submit cases.

Telephone support

- US / North America

[\(415\) 432-1203](tel:(415)432-1203)

- Europe

[+44 20-78-71-2776](tel:+442078712776)

- Australia / Asia-Pacific
New Zealand
Singapore



[+61 285203052](tel:+61285203052)
[+64 99749591](tel:+6499749591)
[+65 31582108](tel:+6531582108)

- Mexico

[+52 5511638940](tel:+525511638940)

- Brazil

[+55 1130422855](tel:+551130422855)

- Note

Starting on January 1, 2014, you will need your Cisco Meraki account number in order to access telephone support. This number is available on the help tab of the Meraki dashboard.



Attachment 3

Meraki Privacy Policy

This privacy policy (this "**Policy**") describes the collection of personal information and certain other information by Meraki, LLC, a Delaware limited liability company and a wholly owned subsidiary of Cisco Systems, Inc. ("**Meraki**," "**we**," or "**us**") from users of our Web site at meraki.cisco.com (the "**Website**"), as well as all applications, widgets, software, tools, and other services provided by us and on which a link to this Policy is displayed (collectively, together with the Website, our "**Services**"). This Policy also describes our use and disclosure of such information. By using our Services, you consent to the collection, use, and disclosure of information in accordance with this Policy. This Policy is incorporated by reference into the [Meraki Terms of Use](#) and the [Meraki End Customer Agreement](#) and is subject to the provisions of the Meraki Terms of Use and the Meraki End Customer Agreement. The terms "**you**," "**your**," and "**user**" refer to the user visiting the Website or accessing or using the Services. Other capitalized terms used but not defined in this Privacy Policy have the meanings given to them in the Terms of Use.

Meraki has received TRUSTe's Privacy Seal signifying that this privacy policy and our practices have been reviewed for compliance with the TRUSTe program viewable on the validation page available by clicking the TRUSTe seal.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please **contact TRUSTe**.

TRUSTe's Dispute Resolution process is only available in English.

The TRUSTe certification covers our collection, use and disclosure of information we collect through our Services. The use of information collected through our Services shall be limited to the purpose of providing the service for which the customer has engaged Meraki.

Meraki complies with the U.S. – E.U. Safe Harbor framework and the U.S. - Swiss Safe Harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal data from European Union member countries and Switzerland. Meraki has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view Meraki's certification included under Cisco Systems Inc.'s company certification, please visit <http://www.export.gov/safeharbor>

Personal Information

"**Personal Information**," as used in this Policy, is information that specifically identifies an individual, such as an individual's name, address, telephone number, or e-mail address. Personal Information also includes information, such as demographic information (e.g., date of birth, gender, geographic area, and preferences), when any of this information is linked to Personal Information that identifies that individual.

Personal Information does not include "aggregate" or other non-personally identifiable information. Aggregate information is information that we collect about a group or category of products, services, or users that is not personally identifiable or from which individual identities are removed. We may use and disclose aggregate information, and other non-personally identifiable information, for various purposes at our sole discretion and without notice or liability to you.

Collection of Information

Collection of Voluntarily-Provided Information



We collect Personal Information that our users provide to us in a variety of ways on our Services. These include the following:

- *E-mail Newsletters.* We may offer e-mail newsletters from time to time on our Services. If you sign up to receive a newsletter from us, we collect your e-mail address.
- *User Accounts and Profiles.* Our Services may give you the ability to register for an account or to create and update a user profile. If we offer user account or profile functionality on the Services, we will collect the Personal Information that you provide to us in the course of registering for an account or creating or updating a user account or profile. This information may include, for example, name, postal address, telephone number, e-mail address, and related demographic information about you. We may indicate that some Personal Information is required for you to register for the account or to create the profile, while some is optional.
- *Logging into Networks.* Certain networks using our Services may require users to establish or use login credentials. In connection with supporting this log-on functionality, we may collect information such as email addresses, telephone numbers, or user or administrator-created usernames, along with user-created or administrator-created passwords, to facilitate such log-on functionality and otherwise to provide our Services.
- *Correspondence.* If you contact us by e-mail, using a contact form on the Services, or by other means, we collect the Personal Information contained within, and associated with, your correspondence.
- *Contests and Sweepstakes.* We and other business partners may conduct or sponsor special contests, sweepstakes, and other promotions that users may enter or otherwise participate in on our Services or otherwise. Certain of these promotions may be co-branded with one of our advertisers or other business partners. In these instances, the collection of your Personal Information may occur directly by the third-party partner on its website or other online service and may be shared with us. The promotion will state the privacy policy or policies governing the collection of such personal information.
- *Testimonials.* We display testimonials of satisfied customers on our site in addition to other endorsements. With your consent we may post your testimonial along with your name.
- *Information Related to Data Collected for our Customers.* Meraki collects information under the direction of its customers, and has no direct relationship with the individuals whose personal data it processes. If you are an individual who makes use of services offered by one of our customers and would no longer like to be contacted by that customer, please contact the customer that you interact with directly. We may transfer personal information to companies that help us provide our Services. Transfers to subsequent third parties are covered by the service agreements with our customers.

Passive Information Collection

When you use or visit our Services, some information is collected automatically. For example, when you access our Services, we automatically collect your browser's Internet Protocol (IP) address, your browser type, the nature of the device from which you are visiting the Services (e.g., a personal computer or a mobile device), identifiers for any handheld or mobile device that you may be using, the Web site that you visited immediately prior to accessing any Web-based Services, the actions you take on our Services, and the content, features, and activities that you access and engage with on our Services. We also may collect information regarding your interaction with e-mail messages from Meraki, such as whether you opened, clicked on, or forwarded a message.

We may collect this information passively using technologies such as standard server logs, cookies, and clear GIFs (also known as "Web beacons"). We use passively-collected information to administer, operate, maintain and improve our Services and our other services and systems and to provide content that is tailored to you.

If we link or associate any information gathered through passive means with Personal Information, or if applicable laws require us to treat any information gathered through passive means as Personal Information, we treat the combined



information as Personal Information under this Policy. Otherwise, we use and disclose information collected by passive means in aggregate form or otherwise in a non-personally identifiable form. Please be aware that in the course of your use of the Services, websites or other services provided by third parties ("**Third-Party Services**"), including marketing or website optimization vendors, may set cookies on your hard drive or use other means of passively collecting information about your use of their Third-Party Services or other services or content. To do this, they may use first-party cookies (which are set by the same domain your browser is receiving data from) or third-party cookies (which are set by a different domain). Meraki also may make non-personally identifiable information available to Third-Party Services, and these Third-Party Services may collect such information, to assist such parties in understanding our users' activities and usage patterns on the Services. If desired, you may use the [Google Analytics Opt-out Browser Add-on](#) to opt-out of having information collected by Google Analytics.

We do not have access to, or control over, the actions of Third-Party Services. Each provider of Third-Party Services uses information that it collects in accordance with its own privacy and security policies.

Additionally, please be aware that Google and other third-party vendors may place or recognize one or more unique cookies on your computer when you use the Services, and may record information to these cookies based upon your activities on our Services and on third-party websites and other Third-Party Services. Google and these other third-party vendors may use information about those activities to inform, optimize, and serve advertisements. In particular, we may use Google and other third-party vendors to engage in "remarketing," in which advertisements you see on third-party websites and services may be based on your prior visits to our Services.

To learn more about these practices, and to opt-out from Google's and other vendors' use of information collected on the Services through cookies for advertising purposes, you may visit [Google's Ads Preferences Manager](#), [TRUSTe's Preference Manager](#), or the [Network Advertising Initiative opt-out page](#). Please note that opting-out will not prevent advertisements from being served to you on the Internet; it will only result in advertisements that utilize cookies to serve advertisements on the specified advertising networks from which you opt-out no longer being targeted. We are not responsible for the activities of other parties that may not comply with your opt-out requests.

We also use Google Conversion Tracking, which tracks whether users engage in certain activities (e.g., filling out a form to receive more information about our products or services) after they view one of our advertisements on a Third-Party Service. Google uses cookies to track conversions and to report that information to us.

Finally, please also be aware that we use the Google Maps API as a source of maps, geographic data, and geolocation information for purposes of providing location-based information regarding terminal devices connected to networks managed by our Services and for providing related reporting and analysis. Google may collect information, including personal information, from those who view content provided through the Google Maps API, and Google handles such information in accordance with the [Google Privacy Policy](#).

Network Usage Information Collected by Our Services

Some of our Services collect information from terminal devices connected to networks that are managed by those Services. Those Services also collect information regarding the performance of, and certain other information regarding, such networks. This information includes, for example, MAC address, device type, operating system, geolocation information, and network traffic information (e.g., hostnames, protocols, port numbers, and IP addresses). This information is made available to administrators of networks managed by our Services through an online interface that we call the "dashboard". Additionally, if a Meraki customer elects to use our device management tool currently known as Systems Manager ("**Systems Manager**") and installs its software on, or configures the profile of, a mobile device or other device (e.g., a laptop computer) managed by Systems Manager, the customer or Meraki may undertake certain actions on the device, such as the following: (i) list, access, copy, move, and delete files; (ii) track and record device location over time; (iii) take and record screenshots; (iv) manage the device through remote desktop functionality; (v) set and enforce policies; and (vi) install/remove apps. Finally, for devices with Systems Manager installed or devices that utilize Global Positioning System (GPS) technology, we transmit certain geolocation information about those devices and the network(s) on which they are running to Google, which provides us with related geolocation information that we store and make available to network



administrators through our dashboard as described above in this paragraph. Google handles the information that we provide to it in accordance with the [Google Privacy Policy](#).

Information from Other Sources

We may receive information about you, including Personal Information, from affiliated and unaffiliated third parties, and may combine this information with other Personal Information we maintain about you in order to ensure we have accurate information. If we do so, this Policy governs any combined information that we maintain in personally identifiable format.

Use of Information

We use Personal Information and other information we collect to do any of the following: provide services to our customers; provide information and otherwise respond to your requests, including sales inquiries, email requests, and shipping requests; enhance, improve, operate, maintain, and debug the Website, our other Services, and our other programs, services, Web sites, and systems; improve the effectiveness of our Website as a marketing tool and optimize the performance of the Website and our other Services; prevent fraudulent use of our Services and other systems; to prevent or take action against activities that are, or may be, in violation of the Meraki End Customer Agreement, the Meraki Terms of Use, or applicable law; to tailor content and other aspects of your experience on and in connection with the Services; maintain a record of our dealings with you; for other administrative purposes; and for any other purposes that we may disclose to you at the point at which we request your Personal Information, and pursuant to your consent.

We may also use Personal Information you provide to contact you regarding products, services, and offers, both from ourselves and third parties, that we believe you may find of interest. We allow you to opt-out from receiving marketing communications from us as described in the "Choice" section below.

Disclosure of Information

Except as described in this Policy, we will not disclose your Personal Information that we collect on the Services to third parties without your consent. We may disclose information to third parties if you consent to us doing so, as well as in the following circumstances:

Service Providers

We may disclose Personal Information to third-party service providers (e.g., payment processing and data storage and processing facilities) that assist us in our work. We limit the Personal Information provided to these service providers to that which is reasonably necessary for them to perform their functions, and we require them to agree to maintain the confidentiality of such Personal Information.

Business Transfers

Information about our users, including Personal Information, may be disclosed and otherwise transferred to an acquirer, successor, or assignee as part of any merger, acquisition, debt financing, sale of company assets, or similar transaction, as well as in the event of an insolvency, bankruptcy, or receivership in which Personal Information is transferred to one or more third parties as one of our business assets.

To Affiliated Companies

We may disclose Personal Information and other information to our parent company and to other corporate affiliates of ours. These affiliated third-party companies may use and disclose Personal Information and other information that we disclose to them in accordance with their privacy policies and procedures.

To Channel Partners



We may disclose Personal Information and other information to channel partners, such as resellers, of ours. These third parties may use such Personal Information and other information that we disclose to them for purposes such as marketing our products and services to you.

To Protect our Interests

We also may disclose Personal Information and other information if we believe that doing so is legally required or is in our interest to protect our property or other legal rights (including, but not limited to, enforcement of our agreements) or the rights or property of others, or otherwise to help protect the safety or security of our Services or other users of the Services.

Choices Regarding Promotional Communications

If you receive commercial e-mail from us, you may unsubscribe at any time by following the instructions contained within the e-mail. You may also opt-out from receiving commercial e-mail from us, and any other promotional communications that we may send to you from time to time (e.g., by postal mail) by sending your request to us by e-mail at privacy@meraki.com or by writing to us at the address given at the end of this policy. Additionally, if we offer user account functionality on the Services, we may allow you to view and modify settings relating to the nature and frequency of promotional communications that you receive from us.

Please be aware that if you opt-out of receiving commercial e-mail from us, it may take up to ten business days for us to process your opt-out request, and you may receive commercial e-mail from us during that period. Additionally, even after you opt-out from receiving commercial messages from us, you will continue to receive administrative messages from us regarding our Services.

Your California Privacy Rights

You may choose to opt-out of the sharing of your personal information with third parties for their direct marketing purposes at any time by e-mailing us at opt-out@meraki.com. Once we receive your opt-out request, we will no longer disclose your Personal Information to third-parties for their direct marketing purposes. Please be aware that this opt-out does not prohibit disclosures of Personal Information or other information made for non-direct marketing purposes.

Access

If we offer the ability to create user accounts or profiles on our Services, you may have the ability to access and update certain categories of Personal Information that you provide to us by logging in to your account and accessing your account settings. If you wish to access, amend, or delete any other Personal Information we hold about you, you may contact us at privacy@meraki.com.

If you request access to your account including deletion requests on any of our Services (via a user settings page, by e-mail, or otherwise) including requests to remove testimonials that contain Personal Information, we will respond to your access requests within 30 days. Please note that we may need to retain some of your Personal Information in order to satisfy our legal obligations, or where we reasonably believe that we have a legitimate reason to do so.

Please note that Meraki has no direct relationship with the individuals whose personal data we process on behalf of our customers. An individual who seeks access, or who seeks to correct, amend, or delete inaccurate data should direct his or her query to our customer (the data controller). If the customer requests Meraki to remove the data, we will respond to their request within 30 days.

We will retain personal data we process on behalf of our customers for as long as needed to provide services to our customer. Meraki will retain and use this personal information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.



Links

The Services may contain links to other Web sites or other Third-Party Services that we do not own or operate. If you choose to visit or use any Third-Party Services or products or services available on or through such Third-Party Services, please be aware that this Policy will not apply to your activities or any information you disclose while using those Third-Party Services or any products or services available on or through such Third-Party Services. We are not responsible for the privacy practices of these Third-Party Services or any products or services on or through them. Additionally, the Services may contain links to Web sites and services that we operate but that are governed by different privacy policies. We encourage you to carefully review the privacy policies applicable to any Web site or service you visit other than the Services before providing any Personal Information on them.

Children

Children's safety is important to us, and we encourage parents and guardians to take an active interest in the online activities of their children. Our Services are not directed to children under the age of 13, and we do not knowingly collect Personal Information from children under the age of 13 without obtaining parental consent. If we learn that we have collected Personal Information from a child under the age of 13 on our Services, we will delete that information as quickly as possible. If you believe that we may have collected any such Personal Information on our Services, please notify us at privacy@meraki.com.

International Visitors

Many of our servers and data centers are located in the United States. If you choose to use the Services from outside the U.S., then you should know that you may be transferring your Personal Information outside of your region and into the U.S. for storage and processing. By providing your Personal Information to us through your use of the Service, you agree to that transfer, storage, and processing in the U.S. Also, we may transfer your data from the U.S. to other countries or regions in connection with storage and processing of data, fulfilling your requests, and operating the Services. You should know that each region can have its own privacy and data security laws, some of which may be less stringent as compared to those of your own region.

Security

We use certain security measures in an effort to protect Personal Information from accidental loss, disclosure, misuse, and destruction. The security of your Personal Information and our customers' information is important to us. When you enter sensitive information (such as login credentials) we encrypt the transmission of that information using secure socket layer technology (SSL). Please be aware, however, that no data security measures can be guaranteed to be completely effective. Consequently, we cannot ensure or warrant the security of any information that you provide to us. You transmit information to us at your own risk.

If Meraki learns of a security systems breach, then we may attempt to notify you electronically so that you can take appropriate protective steps. Meraki may post a notice through the Services if a security breach occurs. Depending on where you live, you may have a legal right to receive notice of a security breach in writing. To receive a free written notice of a security breach, you should notify us at privacy@meraki.com.



Attachment 4

Meraki Return Policy

Warranty Returns

If you are experiencing hardware issues, please contact Cisco Meraki support by signing in to dashboard (Help > File a Ticket) or by [calling us](#).

If you require advance replacement, please call Cisco Meraki technical support. Advance replacement orders will ship within 1 business day.

Cisco Meraki stands behind its products. Hardware products come with either a one year or lifetime warranty, as specified on the relevant Cisco Meraki data sheet.

To request a return materials authorization (RMA), please complete our RMA request form. If your RMA request is approved, Cisco Meraki will email you an RMA number and a return shipping label free of charge. We will ship replacement units within five business days of receiving your defective units. If no trouble is found, we will contact you before taking further action.

Additional information about Cisco Meraki's hardware warranty can be found in [Cisco Meraki's End Customer Agreement](#).

Free Trial Returns

If you would like to return units from a free trial, please go to your free trial webpage (using the link your rep provided you with) and go to the returns tab to fill out the RMA request form. If your free trial hardware was shipped to the US, Canada, or an EU member country you will also be able to print out a return shipping label and ship the product back to Cisco Meraki at no charge to you.

Refund Requests

If you are dissatisfied with your Cisco Meraki purchase for any reason, you may return your order for a full refund. All returns must meet the following criteria:

1. You purchased the product through an authorized Cisco Meraki reseller or direct from Cisco Meraki
2. You are the original purchaser of the product
3. You submit your refund request within 30 days of purchase
4. The product is in new condition, including all accessories in the original packaging

To request a refund, please complete our RMA request form.

If your refund request is approved, Cisco Meraki will email you an RMA number. In order for the refund to be accepted and processed, Meraki must receive the hardware you are returning no later than 30 days following the date the RMA number is issued. Once we have received and inspected the units, we will process your return. If you purchased through a Cisco Meraki reseller, your refund will be issued by that reseller. If you purchased directly from Cisco Meraki, we will issue a refund, typically within 15 days of receiving the return. (If you paid by credit card we will credit the original credit card. If you paid by any other method, we will send you a check.)

From time to time Cisco Meraki offers special refund terms. If your return is covered by special terms, please reference those terms on your RMA request.



Please contact Cisco Meraki directly for all returns, including product purchased through distributors or resellers.

Shipment Preparation

- Please return units in their entirety. That is, include all power supplies, antennas, and other components along with the original product box.
- Please use the original shipping carton and packaging material. If this is not possible, use another shipping carton with padding to protect the units from damage during shipping. DO NOT ship a product without a carton.
- The customer will be charged for product that is damaged due to insufficient packaging.
- Once you have received your RMA number from Cisco Meraki via email, write this RMA number in large letters on the exterior of the shipping carton. Shipments to Cisco Meraki without an RMA approval will not be processed.
- If Cisco Meraki approves your RMA request, you will receive a confirmation email containing an RMA number within two business days. The address to which the product should be sent will also be included in that email.
- Cisco Meraki will pay for warranty replacement return shipments and free trial return shipments from the US and Canada. For all other returns it is your responsibility to pay for return shipping back to Cisco Meraki using the carrier of your choice. Cisco Meraki recommends that the return package has a tracking number and is insured for the proper value of its contents. Cisco Meraki is not responsible for packages lost by carriers.



Attachment 5

This document describes Cisco's Software Application

All capitalized terms in this description have the meaning ascribed to them in the Glossary of Terms. Direct Sale from Cisco. If you have purchased these

Services directly from Cisco, this document is incorporated into your Master Services Agreement (MSA) with Cisco. In the event of a conflict between this Service Description and your MSA, this Service Description shall govern.

Sale via Cisco-Authorized Reseller. If you have purchased these Services through a Cisco-Authorized Reseller, this document is for description purposes only; is not a contract between you and Cisco. The contract, if any, governing the provision of this Service will be the one between you and your Cisco Authorized Reseller.

SAS

Cisco Responsibilities:

- Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist by telephone, fax, electronic mail or the internet with Application Software use, configuration and troubleshooting issues. Cisco will respond within one (1) hour for all calls received during Standard Business Hours and for Severity 1 and 2 calls received outside Standard Business Hours. For Severity 3 and 4 calls received outside Standard Business Hours, Cisco will respond no later than the next Business Day.
- Manage problems according to the [Cisco Severity and Escalation Guideline](#).
- Access to Cisco.com. This system provides Customer with helpful technical and general information on Cisco Products as well as access to Cisco's on-line Software Center library. Please note that access restrictions identified by Cisco from time to time may apply.
- Work-around solutions or patches to reported Application Software problems using reasonable commercial efforts. For an Application Software patch, a Maintenance Release for the Application Software experiencing the problem will be provided as follows: (a) download from Cisco.com (as available), or (b) shipment of Application Software on media such as CDROM using a nominated carrier. Requests for alternative carriers will be at Customer's expense.
- Minor and Maintenance Releases. The Application Software releases and supporting Documentation are available on the Cisco.com Software Center (www.cisco.com/software) or on media such as CDROM, through the Cisco Product Upgrade Tool (PUT) (www.cisco.com/upgrade). Applicable supporting Documentation, if available, is on Cisco.com and is limited to one copy per release. Additional copies may be purchased.

SASU

Cisco Responsibilities:

- Cisco-provided deliverables, as specified above in SAS.
- Cisco-provided, on request, Major Application Software Releases. Such Updates are limited to Application Software releases that have been validly licensed and paid for and that are covered under a current SASU contract. The Application Software releases and supporting Documentation will be made available on the Cisco.com Software Center (www.cisco.com/software) or on media such as CDROM, through the Cisco PUT (www.cisco.com/upgrade). Applicable supporting Documentation, if available, is available on Cisco.com and is limited to one copy per licensed Software. Additional copies may be purchased.

Customer Responsibilities:

The provision of the Service options assumes that Customer will:

- Provide a severity level as described in the [Cisco Severity and Escalation Guideline](#) for all the calls Customer places.
- Provide, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Cisco TAC engineer and systems

passwords so that problems may be diagnosed and, where possible, corrected remotely.



- Provide thirty (30) days Notice to Cisco of any requested addition(s) to your Equipment List.
- Notify Cisco, using Cisco.com, of Product on the Equipment List which Customer has moved to a new location within thirty (30) days of such relocation. Please be aware that the Services will be provided to Customer beginning thirty (30) days after receipt of your notification. Cisco will also need Customer to notify Cisco of any modification to the Product and configuration including upgrades or changes to FRUs not in the original configuration within five (5) days of such modification.
- Provide current shipment contact information as follows: contact name, title, address, telephone number, e-mail address, and fax number.
- Provide valid and applicable serial numbers for all Product problems and issues reported to Cisco or where Customer is seeking information from Cisco in connection with Product use. Cisco may also require Customer to provide additional information in the form of location of the Product, city location details and zip code information.
- When requested, provide Cisco with a list of all personnel that Customer has authorized to contact Cisco or access Cisco.com for Services and to download Software from Cisco.com or ordered via Cisco's PUT. Customer is responsible for reviewing the list on an annual basis and adding or removing personnel as necessary
- Verify any in-transit damage of the media for the SAS or SASU Application Software Updates.
- Update to the latest Application Software release and latest third-party Software release, if required by Cisco to correct a reported Application Software problem.
- Pay all engineering time, travel, and out-of-pocket expenses if Customer request performance of onsite Services or Services outside the scope of Service options described in this document.
- Provide any Hardware required to perform fault isolation.
- Receive Services on Cisco Application Software for which Customer has:
 - Purchased a valid and current license for the latest Major and Minor release or is renewing support for a valid supported license revision.
- Make all reasonable efforts to isolate the Application Software problem prior to requesting support from Cisco.
- Acquire, install configure and provide technical support for all:
 - Third-party Products, including upgrades required by Cisco or related Services; and
 - Network infrastructure, including, but not limited to, local and wide-area data Networks and equipment required by Cisco for operation of Application Software.
- Maintain Customer's entire Application Software implementation for configurable Application Software currently in use under the same Service option for Cisco to provide Services for any portion of Customer's Application Software implementation.



Attachment 6

Cisco Online Privacy Statement

Cisco Systems, Inc. and its subsidiaries (collectively "Cisco") are committed to protecting your privacy and ensuring you have a positive experience on our websites and in using our products and services ("Solution" or "Solutions"). This Privacy Statement applies to Cisco websites that link to this Statement but does not apply to those Cisco websites that have their own privacy statement. Our personal information handling practices are described below, in the supplements on the right, and in notices at the point of collection.

TRUSTe Certification

Cisco Systems, Inc. has been awarded TRUSTe's Privacy Seal signifying that this privacy policy and practices have been reviewed by TRUSTe for compliance with [TRUSTe's program requirements](#) including transparency, accountability and choice regarding the collection and use of your personal information. The TRUSTe program only covers information that is collected through the websites www.cisco.com, www.webex.com, and www.theflip.com, and does not cover information that may be collected through any software downloaded from these websites.

TRUSTe's mission, as an independent third party, is to accelerate online trust among consumers and organizations globally through its leading privacy trustmark and innovative trust solutions. If you have questions or complaints regarding our privacy policy or practices, please contact us at privacy@cisco.com. If you are not satisfied with our response, you can contact [TRUSTe here](#).

Cisco complies with the U.S. – E.U. Safe Harbor framework and the U.S. - Swiss Safe Harbor framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal data from European Union member countries and Switzerland. Cisco has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view Cisco's certification, please visit <http://www.export.gov/safeharbor/>.

Collection of Your Personal Information

We will inform you of the purpose for collecting personal information when we collect it from you and keep it to fulfill the purposes for which it was collected, as required by applicable laws or for legitimate purposes. "Personal Information" is any information that can be used to identify an individual, and may include name, address, email address, phone number or payment card number. We collect Personal Information (and engage third parties to collect Personal Information to assist us) for a variety of reasons, such as processing your order, providing you with a newsletter subscription, enabling the use of certain features of our Solutions, personalizing your experience, managing a job application, or during the testing admissions process when a computer based certification test is administered to you (for more information about online testing, (<http://pearsonvue.com/Cisco>)). We and the third parties we engage may combine the information we collect from you over time and across our websites with information obtained from other sources to help us improve its overall accuracy and completeness, and to help us better tailor our interactions with you.

If you choose to provide third party Personal Information (such as name, email and phone number), we will assume that you have the third party's permission to provide us the information. Examples include forwarding reference material to a friend or job referrals. This information will not be used for any other purpose.

In some instances, Cisco may collect non-personal (aggregate or demographic) data through cookies, web logs, web beacons and other similar applications. This information is used to better understand and improve the usability, performance, and effectiveness of the website. Please read the "Cookies" section below for more information. In addition, by using some of our Solutions, anonymous network information may be transmitted to us such as the performance of the Solution and types of devices attached to the network. With this information we can determine how users are interacting with the Solution, to assist us with improving it, to manage your network, and to provide alerts via the Solution of available software updates/upgrades.

Uses of Your Personal Information

We will only use your Personal Information in the way we specified when it was collected. We will not subsequently change the way your Personal Information is used without first asking for your permission. Some of the ways we may use Personal Information include to deliver a Solution that you have requested, support our Solutions, contact you for customer satisfaction surveys, personalize websites and newsletters to your preferences, administer and process your certification exams, or communicate for marketing purposes. You can edit your preferences at any time (see [Your Choices and Selecting Your Communication Preferences](#) below).

Access to and Accuracy of Your Personal Information



We need your help in keeping your Personal Information accurate and up to date so please notify us of any changes to your Personal Information. To update your Personal Information and communication preferences, you can contact privacy@cisco.com. In addition, you may have the ability to view or edit your personal information online, including:

- **Cisco.com** – You can access and update your profile using the [Cisco Profile Management Tool](#). You may also make these updates or request deactivation of your website profile by sending an email to web-help@cisco.com.
- **Home.cisco.com** (formerly [Linksysbycisco.com](#)) – You can access and update your profile by signing into your Online Account at <http://home.cisco.com/>. You may also make these updates or request deactivation of your website profile by sending an email to privacy@linksys.com.
- **Webex.com** - You can access and update your profile by signing into your user online account at <http://try.webex.com/mk/oet/profile>. You may also make these updates or request deactivation of your website profile by sending an email to privacy@webex.com.
- **TheFlip.com** - You can access and update your profile by signing into your user online account at <http://puredigital2.custhelp.com/cgi-bin/puredigital2.cfo/ohp/enduser/ask.php>. You may also make these updates or request deactivation of your website profile by sending an email to remove@theflip.com.

We make good faith efforts to honor your reasonable request to access and correct your data if it is inaccurate or delete the data if we are not required to retain it by law or for legitimate purposes. We will respond to your request to access within 30 days.

For a list of Cisco entities that may be considered data controllers from time to time and where you can exercise your rights of access and request corrections or deactivations under applicable data protection laws, [click here](#).

Your Choices and Selecting Your Communication Preferences

We give you the choice of receiving a variety of information that complements our Solutions. You can manage your communication preferences and unsubscribe using one of the following methods:

- Each promotional email from us includes instructions on how you can unsubscribe from that particular mailing.
- Sending a message via email at privacy@cisco.com or via mail to Cisco Systems, Inc., Legal Department, 170 West Tasman Dr., San Jose, CA 95134, USA. Please be sure to include your name, email address and specific relevant information about the material that you no longer wish to receive.

These choices do not apply to the receipt of mandatory service communications that are considered part of certain Solutions, which you may receive periodically unless you cancel the Solution in accordance with its terms and conditions.

Sharing Your Personal Information

We do not sell or share your Personal Information to third parties for marketing purposes unless you have granted us permission to do so. We will ask for your consent before we use or share your information for any purpose other than the reason you provided it or as otherwise provided by this Privacy Statement. We may share Personal Information in the following ways:

- Within Cisco or with any of our worldwide subsidiaries for purposes of data processing or storage.
- With business partners, service vendors, authorized third-party agents or contractors to provide a requested service or transaction, including processing orders and credit card transactions, hosting websites, hosting seminar registration and providing customer support. We only provide these third parties with the minimum amount of Personal Information necessary to complete/provide the requested service or transaction. We do not allow third parties to use your Personal Information for a different purpose.
- To comply with the law or legal process (such as responding to subpoenas or court orders) and to exercise our legal rights or defend against legal claims.
- To investigate, prevent, or take action regarding illegal activities, suspected or potential fraud, brand protection matters (such as gray market sales or use of Cisco's trademark without a license), situations involving potential threats to the physical safety of any person, violations of Cisco's terms of use, or as otherwise required by law.

Security of Your Personal Information

We are committed to protecting the Personal Information you share with us and utilize a combination of industry-standard security technologies, procedures, and organizational measures to help protect your Personal Information from unauthorized access, use or disclosure. We recommend you to take every precaution in protecting your Personal Information when you are on the Internet. For example, change your passwords often, use a combination of letters and numbers when creating passwords, and make sure you use a secure browser. When you enter sensitive information on our forms, we encrypt this data using SSL or other technologies. Please visit our Learning Center for more tips for using security features when connected to the Internet using a router.



Retention of Personal Information

We will only retain your Personal Information to fulfill the purposes for which it was collected or as required for legitimate purposes or permitted by law.

Use of Cookies and other Web Technologies

Like many websites, Cisco uses automatic data collection tools, such as cookies, embedded web links and web beacons. These tools collect certain standard information that your browser sends to our website such as your browser type and the address of the website from which you arrived at our website. They may also collect information about your Internet Protocol (IP) address (a number automatically assigned to your computer whenever you are surfing the Web, allowing Web servers to locate and identify your computer, which is a unique address assigned to your PC by your Internet Service Provider or Information Systems Department on a TCP/IP network) and clickstream behavior (for example, the pages you view and the links you click). These tools help make your visit to our website easier, more efficient and more valuable by providing you with a customized experience and recognizing you when you return. To learn more, read Cisco's Use of [Automatic Data Collection Tools](#).

Our website includes widgets, which are interactive mini-programs that run on our site to provide specific services from another company (e.g. displaying the news, opinions, music, etc). Personal information, such as your email address, may be collected through the widget. Cookies may also be set by the widget to enable it to function properly. Information collected by this widget is governed by the privacy policy of the company that created it. Our widget may have an import contacts feature to help you email your contacts. At your request, we will search your email address book to help you import your contacts to our website.

Some web browsers may let you enable a "do not track" feature that sends signals to the websites you visit, indicating that you do not want your online activities tracked. This is different than blocking or deleting cookies, as browsers with a "do not track" feature enabled may still accept cookies. There is currently no industry standard for how companies should respond to "do not track" signals, although one may develop in the future. We do not respond to "do not track" signals at this time. If we do so in the future, we will describe how in this Privacy Statement. More information about "do not track" is available at www.allaboutdnt.org.

Linked Websites

We may provide links to other third-party websites and services which are outside our control and not covered by this Privacy Statement. We encourage you to review the privacy statements posted on those websites (and all websites) you visit.

Forums/Chat Rooms

If you participate in a discussion forum or chat room on a Cisco website, you should be aware that the information you provide there will be made broadly available to others, and can be read, collected or used by other users of these forums, potentially inside or outside Cisco, who have access to that discussion forum or chat room. This information could also be used to send you unsolicited messages. Also, please recognize that individual forums and chat rooms may have additional rules and conditions. Each participant's opinion on a forum or chat room is his or her own and should not be considered as reflecting the opinion of Cisco. We are not responsible for the Personal Information or any other information you choose to submit in these forums.

Children's Privacy

Cisco does not knowingly collect Personal Information from children under the age of 13. If we learn that we have collected Personal Information of a child under the age of 13, we will delete that data from our systems. Please note that the Personal Information collected by Cisco Networking Academy (NetAcad) is subject to the privacy statement posted on the NetAcad websites along with any applicable privacy supplement.

Cisco encourages parents and guardians to go online with their children. Here are a few tips to help make a child's online experience safer:

- Teach children never to give Personal Information (such as name, address, phone number, school, etc.) unless supervised by a parent or responsible adult.
- Know the sites your children are visiting and which sites are appropriate.
- Look for website privacy policies and know how your child's information is treated.

For more tips on protecting children's privacy online, please see Cisco's Online Privacy Portal [here](#) or FTC's website [here](#).

Consent to Transfer, Processing and Storage of Personal Information

As Cisco is a global organization, we may transfer your Personal Information to Cisco in the United States of America, to any Cisco subsidiary worldwide, or to third parties acting on our behalf, for the purposes of processing or storage. By providing any Personal Information to us, you fully understand and unambiguously consent to the transfer, processing and storage of such information outside of your country of residence where data protection standards may be different. Our Privacy Statement and our practices are designed to provide a globally consistent level of protection for Personal Information all over



the world. This means that even in countries whose laws provide for less protection for your information, Cisco will still handle your information in the manner described here.

Your California Privacy Rights

Residents of the State of California, under California Civil Code § 1798.83, have the right to request from companies conducting business in California a list of all third parties to which the company has disclosed Personal Information during the preceding year for direct marketing purposes. Alternatively, the law provides that if the company has a privacy policy that gives either an Opt-out or Opt-in choice for use of your Personal Information by third parties (such as advertisers) for marketing purposes, the company may instead provide you with information on how to exercise your disclosure choice options.

Cisco qualifies for the alternative option. We have a comprehensive privacy statement, and provide you with details on how you may either Opt-out or Opt-in to the use of your Personal Information by third parties for direct marketing purposes. Therefore, we are not required to maintain or disclose a list of the third parties that received your Personal Information for marketing purposes during the preceding year.

If you are a California resident and request information about how to exercise your third party disclosure choices, please send a request to privacy@cisco.com.

How to Contact Us

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Updates to this Cisco Privacy Statement

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REVISED AND POSTED AS OF: FEBRUARY 3, 2014. Please note this version does not substantively change the way we treat personal information compared to the previous version of the privacy statement available [here](#).



Attachment 7

Third Party Usage Guidelines for Oracle Trademarks

Oracle Trademarks

Oracle's trademarks and service marks ("Oracle trademarks") are valuable assets that Oracle needs to protect. We ask that you help us by properly using and crediting Oracle trademarks in accordance with these guidelines. For information about proper use of Oracle logos, logotypes, signatures, and design marks, please review the Third Party Usage Guidelines for Oracle Logos.

Permissible Use

You may generally use Oracle trademarks to refer to the associated Oracle products or services. For instance, an authorized reseller can note in its advertisements that it is selling the Oracle application server. Similarly, an Oracle customer may issue a press release stating that it has implemented Oracle software.

Relationship of Products or Services

You may indicate the relationship of your products or services to Oracle products or services by using accurate, descriptive tag lines such as "for Oracle database," "for use with Oracle E-Business Suite applications," and "works with Oracle software" in connection with your product or service name. Within text or body copy, such tag lines may appear in the same type as your product or service name. On product, packaging, advertising and other collateral where your product or service name is displayed apart from body copy, make sure that the tag line appears in significantly smaller type than your name. You should also distinguish the tag line from your mark by using a different font or color. However, Oracle or the tag line should never appear in the Oracle red color. This is important to avert any implication that your product or service is produced or endorsed by Oracle.

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User Groups

Oracle generally permits use of its marks in groups name that include phrases such as "user group," "special interest group," "lobby," etc., that clarify the relationship between Oracle and the group and do not create confusion about the source of products. This applies only to user groups that are not formally doing business as commercial entities. If you are administering a user group that includes an Oracle trademark in its name, do not claim any trademark rights in the name or attempt to register the name or your logo with a trademark office, and do not register the name as a trade name or business name, or conduct any business under the name.



Prohibited Use

You may not use Oracle trademarks in a manner which could cause confusion as to Oracle sponsorship, affiliation or endorsement. Take particular care not to use Oracle marks as set out below.

Company, Product or Service Names

Do not use Oracle trademarks or potentially confusing variations as all or part of your company, product or service names. If you wish to note the relationship of your products or services to Oracle products or services, please use an appropriate tag line as detailed above. For example, "XYZ for Oracle database" not "OraXYZ or XYZ Oracle"

Logos

For more information regarding use of Oracle logos, please review the Third Party Usage Guidelines for Oracle Logos.

Trade Dress

You must not imitate Oracle trade dress, type style or logos. For instance, do not copy Oracle packaging for use with your product or display your product name in the distinctive logotype associated with the Oracle logo.

Domain Names

Do not use Oracle trademarks or potentially confusing variations in your Internet domain name. This helps prevent Internet users from being confused as to whether you or Oracle is the source of the Web site.

Correct Use

Proper use of Oracle trademarks reinforces their role as brands for our products and services, and helps prevent them from becoming generic names that can be used by anyone. Examples of former trademarks that became generic terms are "aspirin," "cellophane," and "escalator." By adhering to the following rules, you help protect Oracle's investment in its trademarks.

Use a Generic Term

Use a generic term in association with each Oracle trademark the first time the mark appears in text, and as often as possible after that. You need not include generic names in headlines, package titles and documentation titles. For example, "Oracle iLearning software", "Oracle On Demand services", and "Oracle database."

Use as Adjectives

Oracle trademarks are adjectives and should not be used as nouns, or in the possessive or plural form. For example, "Oracle database's benefits.." not "Oracle's benefits..."

Avoid Variations

Do not vary Oracle trademarks by changing their spelling or abbreviating them. For example, "Oracle Collaboration Suite" not "CollabSuite."

Trademark Symbols and Credit Lines

Proper trademark attribution through trademark symbols and credit lines helps makes the public aware of our trademarks, and helps prevent them from becoming generic terms. Credit lines also help clarify that they belong to Oracle. Accordingly, Oracle would appreciate you attributing ownership of Oracle trademarks to Oracle Corporation by using trademark symbols (™ or SM or ®) and credit lines as detailed below.



Trademark Symbols

Use the ® symbol with the most prominent appearance of the "Oracle" mark on products, packaging, manuals, advertisements, promotional materials and Web pages (for example, in the headline of an advertisement), and the first use of the mark in text or body copy. This includes situations where "Oracle" is a part of a product or service name (for example, Oracle® Collaboration Suite, Oracle® PartnerNetwork). You do not need to use trademark symbols with other Oracle trademarks.

Example: XYZ Develops New Product for Oracle® Database

XYZ Corporation, a member of the Oracle® PartnerNetwork program, has developed the ABC software cartridge for use with the industry leading Oracle database. The ABC software cartridge is one of numerous products XYZ has developed that complement leading Oracle offerings.

"Oracle" receives a trademark symbol in the headline because this is the most prominent appearance, and when it appears as part of the "Oracle PartnerNetwork" name because this is the first appearance in text. While there is no trademark symbol after "Oracle" when it appears in front of the term "products" and "offerings" since we already used a symbol the first time that the term "Oracle" appeared in body copy. It is always acceptable to continue using the ® after "Oracle" throughout the document.

Credit Line

All products, packaging, manuals, advertisements, promotional materials and Web pages bearing Oracle trademarks should include the following trademark credit line.

"Oracle and Java are registered trademarks of Oracle and/or its affiliates. Other names may be trademarks of their respective owners."

The credit line may appear anywhere on the collateral, but typically is displayed on a copyright page, the back of a package or at the end of a document or web page.

"Oracle" As a Trade Name

Trade names are the actual business names of companies. Trademarks and trade names are not the same, even though many companies use their trade names as trademarks. If you are using "Oracle" as a substitute for Oracle Corporation, you are using it as a trade name. Because they are nouns, trade names can be used in the possessive and do not require a generic term or a trademark symbol. Thus, you should not use a ® after "Oracle" when it appears as part of the full corporate name or as a trade name.

Examples

Corporate Name: This software was developed by Oracle Corporation.

Trade Name: This software was developed by Oracle.

Trade Name: Oracle's latest software developments are outstanding.

Trademark: The Oracle® database leads the industry.



Attachment 8

CISCO END USER LICENSE AGREEMENT (EULA)

Cisco EULA

September 24, 2013 as provided on Cisco.com:

http://www.cisco.com/en/US/docs/general/warranty/English/EU1KEN_.html

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ATTACHMENT 9

Reserved



Attachment 10

VMware End User License Agreement

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1.10 “Order” means a purchase order, enterprise license agreement, or other ordering document issued by You to VMware or a VMware authorized reseller that references and incorporates this EULA and is accepted by VMware as set forth in Section 4 (Order).

1.11 “Product Guide” means the current version of the VMware Product Guide at the time of Your Order, copies of which are found at www.vmware.com/download/eula.

1.12 “Support Services Terms” means VMware’s then-current support policies, copies of which are posted at www.vmware.com/support/policies.

1.13 “Software” means the VMware Tools and the VMware computer programs listed on VMware’s commercial price list to which You acquire a license under an Order, together with any software code relating to the foregoing that is provided to You pursuant to a support and subscription service contract and that is not subject to a separate license agreement.

1.14 “Territory” means the country or countries in which You have been invoiced; provided, however, that if You have been invoiced within any of the European Economic Area member states, You may deploy the corresponding Software throughout the European Economic Area.

1.15 “Third Party Agent” means a third party delivering information technology services to You pursuant to a written contract with You.

1.16 “Virtual Machine” means a software container that can run its own operating system and execute applications like a physical machine.

1.17 “VMware” means VMware, Inc., a Delaware corporation, if You are purchasing Licenses or services for use in the United States and VMware International Limited, a company organized and existing under the laws of Ireland, for all other purchases.

1.18 “VMware Tools” means the suite of utilities and drivers, Licensed by VMware under the “VMware Tools” name, that can be installed in a Guest Operating System to enhance the performance and functionality of a Guest Operating System when running in a Virtual Machine.

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10.2 Termination for Breach. VMware may terminate this EULA effective immediately upon written notice to You if: (a) You fail to pay any portion of the fees under an applicable Order within ten (10) days after receiving written notice from VMware that payment is past due; or (b) You breach any other provision of this EULA and fail to cure within thirty (30) days after receipt of VMware's written notice thereof.

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12.3 Waiver. Failure to enforce a provision of this EULA will not constitute a waiver.

12.4 Severability. If any part of this EULA is held unenforceable, the validity of all remaining parts will not be affected.

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12.7 Governing Law. This EULA is governed by the laws of the State of California, United States of America (excluding its conflict of law rules), and the federal laws of the United States. To the extent permitted by law, the state and federal courts located in Santa Clara County, California will be the exclusive jurisdiction for disputes arising out of or in connection with this EULA. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

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- See more at: http://www.vmware.com/download/eula/esxi50_eula.html#sthash.PWrl1eoX.dpuf

End User License Agreement FireAMP Product

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[SUPPLEMENTAL LICENSE AGREEMENT FOLLOWS]

Supplemental End User License Agreement

FireAMP Product

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[End of SEULA]

Supplemental End User License Agreement for FirePOWER Services

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In addition to the limitations set forth in the EULA on your access and use of the Software, you agree to comply at all times with the terms and conditions provided in this SEULA.

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Product Name

For purposes of this SEULA, the Product name you have ordered is any of the following:

1. Cisco FirePOWER Services Subscription for IPS and Apps
2. Cisco FirePOWER Services Subscription for AMP
3. Cisco FirePOWER Services Subscription for URL

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3. Consent to Data Collection and Use. You agree to the collection, use, transfer, backup, and storage of your Personal Information and other data by Cisco and its service providers. Cisco will not process this information other than in accordance with Cisco’s Privacy Statement (identified in section 4 below). Cisco and its service providers may, as part of your use of the Product and the provision of related services by Cisco, transfer, copy, backup and store your Personal Information and other data in the United States, Europe, or other countries or jurisdictions outside your own where data protection standards may be different.

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END USER LICENSE AGREEMENT

SOURCEFIRE NETWORK SECURITY PRODUCTS

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This Agreement governs Your access and use of the Sourcefire Products, except to the extent there is a separate written agreement signed by both You and Sourcefire that expressly states that it governs Your use of the Sourcefire Products.

1. DEFINITIONS

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1.13. “Updates” means with respect to Licensed Materials any Sourcefire-approved periodic patches, bug-fixes, work-arounds, error corrections, enhancements, rules updates, vulnerability database updates, security enhancement updates and additions and other modifications thereto, or revised versions thereof, which may be made available from time to time.

Unless otherwise defined herein, the capitalized terms used in this EULA shall be defined in the context in which they are used.

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2. YOUR PAYMENT OBLIGATIONS

In consideration for Your purchase of an Appliance and Your license to use the Licensed Materials, You agree to pay all amounts due or incurred by You.

3. LICENSE GRANT

Subject to the terms and conditions of this Agreement, Sourcefire grants to You a limited, non-exclusive and non-transferable license to download, install and use for Your internal operations the Licensed Materials for which You have paid the required fees to Sourcefire or a Reseller, as applicable. Such Licensed Materials may be delivered to You pre-installed on an Appliance, made available to You separately via download by Sourcefire or otherwise made available on a subscription, term or software-as-a-service (SaaS) basis. In order to use the Products, You may be required to input a registration number, product authorization key or otherwise register such Products online at Sourcefire’s designated website to obtain the necessary license key or license file. You shall own the Appliance that You purchase and the magnetic or other physical media upon which the Licensed Materials are originally or subsequently recorded or fixed, but Sourcefire and Sourcefire’s licensors, as applicable, retain all title, copyright and other intellectual proprietary rights in, and ownership of, the Licensed Materials regardless of the media upon which the original or any copy may be recorded or fixed. You may make one (1) copy of the Licensed Materials solely for internal backup purposes. Sourcefire and its licensors expressly reserve any rights in Licensed Materials not granted herein.

4. SCOPE OF USE

If You purchased an Appliance, You may only use the Licensed Materials included on that Appliance for use on such Appliance. If Sourcefire Products are made available to You for use without an Appliance on a “virtual” basis, Your use of such Sourcefire Products may not exceed the applicable number of licenses purchased and other use limitations associated with the fees paid or payable by You for such use. If You purchased a license to use the Licensed Materials on a subscription or term basis, You may not deploy or use such Licensed Materials in a manner that exceeds the term of subscription, the permitted number of users, hosts or endpoints, or other subscription or term limitations associated with the applicable fees paid or payable by You.

5. LICENSE RESTRICTIONS

You agree not to directly or indirectly: (i) sell, lease, rent, distribute, sublicense, assign or transfer any of the Licensed Materials; (ii) reverse engineer, decompile, disassemble, decrypt or otherwise attempt to determine the source code of any of the Licensed Materials, except to the limited extent permitted by law; (iii) modify, make error corrections to or create derivative works based on the Licensed Materials; (iv) use any Licensed Materials for the benefit of any third parties (e.g., in an ASP, SaaS, outsourcing or service bureau relationship) or in any way other than in its intended manner, except as otherwise permitted by Sourcefire; (v) publish any results of benchmark tests run on the Sourcefire Software; (vi) remove, alter or obscure any proprietary or copyright notice, labels, or marks on the Hardware or within the Licensed Materials;

(vii) disable or circumvent any access control or related security measure, process or procedure established with respect to the Appliance or any Licensed Materials or any other part thereof; (viii) create Internet "links" to the Subscription Data or "frame" or "mirror" the Subscription Data on any other server or wireless or Internet-based device; or (ix) utilize the Subscription Data in order to: (1) build a competitive product or service; (2) build a product using similar ideas, features, functions or graphics; (3) copy any ideas, features, functions or graphics; or (4) aggregate subscriptions to the Subscription Data, either by sublicensing or by rebranding of the Subscription.

You are responsible for all use of the Products obtained by You and for compliance with this Agreement; any breach of this Agreement by You or other user in connection with the use of those Products obtained by You shall be deemed to have been made by You.

6. INTELLECTUAL PROPERTY; TITLE

This Agreement does not transfer to You any title or any ownership right or interest in any Licensed Materials or in any other intellectual property rights of Sourcefire or Sourcefire's licensors. You acknowledge that the Appliance(s) and the Licensed Materials contain, embody and are based upon patented or patentable inventions, trade secrets, copyrights and other intellectual property rights owned by Sourcefire and its licensors. If You purchased an Appliance, title and risk of loss to each Appliance transfers to You when the Appliance is delivered to Sourcefire's designated carrier for shipment; Products are shipped FOB Sourcefire's designated shipping facility. If you purchased an Appliance from a Reseller, the terms of such purchase regarding price, title to the Appliance and delivery thereof are between You and such Reseller. If You purchased an Appliance directly from Sourcefire, the terms of such purchase are as set forth in the Sourcefire sales order submitted by You and accepted by Sourcefire. In all instances, Licensed Materials are licensed to You pursuant to this Agreement and not sold to You.

7. TECHNICAL SUPPORT

You may purchase technical support for Sourcefire Products by separately enrolling in Sourcefire's customer support plan (the "Support Plan") and paying Sourcefire or a Reseller the then-applicable customer support fee. Your rights and Sourcefire's obligations under the Support Plan are set forth in the Support Plan terms and conditions, a current copy of which is located at www.sourcefire.com/customer-support. All Updates received by You pursuant to the Support Plan shall be governed by, and licensed to You under, this Agreement.

8. CONFIDENTIALITY

As used herein, "Confidential Information" means any non-public technical or business information of either Party, including without limitation, any information relating to Sourcefire's techniques, algorithms, software, know-how and current or future product designs, financial information, procurement requirements, and manufacturing or business forecasts. Confidential Information does not include information that (i) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (ii) the receiving party can demonstrate by written evidence was rightfully in the receiving party's possession at the time of disclosure, without an obligation of confidentiality; (iii) is independently developed by the receiving party without use of or access to the disclosing party's Confidential Information or otherwise in breach of this Agreement; (iv) the receiving party rightfully obtains from a third party not under a duty of confidentiality and without restriction on use or disclosure; or (v) is required to be disclosed pursuant to, or by, any Laws (including federal laws such as the Freedom of Information Act 5 U.S.C. §552), court order or other legal process to do so, provided that the receiving party shall, promptly upon learning that such disclosure is required, give written notice of such disclosure to the disclosing party. The party receiving Confidential Information will employ all reasonable measures to maintain the confidentiality of such Confidential Information, but in no event shall such measures be less than the measures the receiving party employs to protect its own confidential information. The party receiving the Confidential Information will limit the disclosure of the other party's Confidential Information to its employees and contractors with a bona fide need to access such Confidential Information in order to exercise its rights and obligations under this Agreement; provided that, all such employees and contractors are bound by a written non-disclosure agreement that contains restrictions at least as protective as those set forth herein.

9. INSTALLATION

You represent, warrant and covenant that You are solely responsible for the proper installation, configuration and management of the Appliance on which the Licensed Materials will be installed, as well as the installation of any separately provided Licensed Materials. You further understand and hereby acknowledge that the failure to properly configure and manage an Appliance, and the failure to properly install any separately provided Licensed Materials, may adversely affect the performance of the Appliance and the Licensed Materials. You represent, warrant and covenant that You will adhere to the recommended minimum requirements specified in the Documentation. Sourcefire shall have no obligation under this Agreement to the extent an Appliance or any separately provided Licensed Materials fails to substantially perform the functions described in the Documentation, in whole or in part, because (i) You fail to adhere to specified minimum operating requirements; (ii) Your separate hardware fails to perform properly; (iii) You improperly configured an Appliance; or (iv) the Licensed Materials had been improperly installed.

10. WARRANTY AND DISCLAIMER

Sourcefire warrants that, for a period of ninety (90) days from the date of initial shipment of the Appliance or, in the case of Sourcefire Software separately provided to You, the date the Sourcefire Software is made available to You for download or delivered on a fixed media (as the case may be, the "Software Warranty Period"), the unmodified Sourcefire Software will, under normal use, substantially perform the functions described in its Documentation. Sourcefire also warrants that for a period of one (1) year from the date of initial shipment of a new Appliance (the "Hardware Warranty Period") that the unmodified Hardware comprising such Appliance will, under normal use, be free of substantial defects in materials and workmanship. Neither of the aforementioned warranties apply if the Sourcefire Software or Appliance (i) has been altered, except by Sourcefire or its authorized representative; (ii) has not been installed, operated, repaired or maintained in accordance with the Documentation and/or instructions supplied by Sourcefire; (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence or accident by You; or (iv) is licensed for beta, evaluation, testing or demonstration purposes. If a court of competent jurisdiction determines that the statutory warranty periods of such jurisdiction apply rather than the Software Warranty Period and Hardware Warranty Periods referenced above, then such statutory warranty periods will control only in the event of a conflict with the terms of this Section 10.

EXCEPT AS EXPRESSLY WARRANTED IN THIS SECTION 10, THE SOURCEFIRE PRODUCTS (INCLUDING, ANY EVALUATION AND BETA PRODUCTS), AND ANY OTHER DOCUMENTATION, MATERIALS AND/OR DATA PROVIDED BY SOURCEFIRE ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND SOURCEFIRE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A

PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. THE SOURCEFIRE PRODUCTS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. SOURCEFIRE PRODUCTS ARE NOT FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, PHYSICAL INJURY OR PROPERTY DAMAGE.

NO WARRANTY IS MADE BY SOURCEFIRE ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. SOURCEFIRE DOES NOT WARRANT THAT THE APPLIANCE, THE LICENSED MATERIALS OR ANY OTHER INFORMATION, MATERIALS, DOCUMENTATION OR TECHNOLOGY PROVIDED UNDER THIS AGREEMENT WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. YOU ACKNOWLEDGE THAT SOURCEFIRE'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR YOUR BENEFIT ONLY.

Sourcefire EULA v53 Network Security Products #5

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ANY THIRD PARTY PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER.

Sourcefire's obligation and liability, and Your remedy under the warranties set forth in Section 10 shall be for Sourcefire to use commercially reasonable efforts to remedy the problem, or to replace the defective Hardware and/or the Sourcefire Software, if Sourcefire is notified in writing of all warranty problems during the applicable warranty period. If the non-conforming item(s) covered by this warranty cannot be remedied by repair or replacement, Contractor shall refund the fee associated with the non-conforming item(s).

In event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. §7101-7109."

11. LIMITATION OF LIABILITY

IN NO EVENT WILL SOURCEFIRE'S OR ANY OF ITS SUBSIDIARIES' OR AFFILIATES' AGGREGATE LIABILITY (INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS) ARISING FROM OR RELATED TO THIS AGREEMENT, OR THE USE OF THE PRODUCTS, EXCEED THE AMOUNT OF FEES YOU PAID TO SOURCEFIRE OR ITS RESELLER, AS APPLICABLE, FOR THE PRODUCTS THAT GAVE RISE TO SUCH LIABILITY. UNDER NO CIRCUMSTANCES SHALL SOURCEFIRE OR ANY OF ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY OF THE FOLLOWING: (I) THIRD PARTY CLAIMS, EXCEPT AS SET FORTH IN SECTION 13; (II) LOSS OR DAMAGE TO ANY SYSTEMS, RECORDS OR DATA; (III) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES (INCLUDING LOST PROFITS AND LOST SAVINGS); OR (IV) DAMAGES ARISING OUT OF ANY THIRD PARTY PRODUCTS, IN EACH CASE EVEN IF SOURCEFIRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE SECURITY, ACCURACY AND ADEQUACY OF ANY OUTPUT FROM ANY PRODUCTS, AND FOR ANY RELIANCE THEREON. THE LIMITATIONS OF LIABILITY IN THIS SECTION 11 ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 USC 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G. CLAUSE 552.238-75-PRICE REDUCTIONS, CLAUSE 52.212-4(H)-PATENT INDEMNIFICATION, AND GSAR 552.215-72-PRICE ADJUSTMENT-FAILURE TO PROVIDE ACCURATE INFORMATION.

12. ESSENTIAL BASIS

The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

13. INFRINGEMENT OBLIGATIONS

13.1. If Your use of the Products hereunder is, or in Sourcefire's opinion is likely to be, enjoined due to the type of Claim then Sourcefire may, at its sole option and expense but without obligation to do so: (i) procure for You the right to continue to use the Products under the terms of this Agreement; (ii) replace the Products with a functional equivalent; (iii) modify the Products so that they become non-infringing (including disabling the challenged functionality), provided the modified Products remain substantially equivalent in function to the enjoined Products; or (iv) repurchase the affected Products less depreciation at the rate of twenty-five percent (25%) per year, or *pro rata* for the part of the year, from the date of payment to the date of removal of the Products. Further, if as a result of a Claim a court of competent jurisdiction issues a final injunction (which has not been appealed) against Your use of any part of the Products, then Sourcefire will, at its sole option, perform one of the remedy options listed in this Section 13.2. In either case, if Sourcefire selects option (ii), (iii) or (iv) listed in this Section 13.2, You shall immediately refrain from use of the allegedly infringing Products.

13.2. Sourcefire shall have no indemnification obligation or liability for any Claim to the extent that it arises out of or relates to: (i) Your use of the Products after Sourcefire notifies You to discontinue use due to a Claim; (ii) the combination of the Sourcefire Products with a non-Sourcefire application, product, data or business process; (iii) damages attributable to a non-Sourcefire application, product, data or business process; (iv) modifications to the Products made other than by Sourcefire; (v) changes made by Sourcefire on behalf of You; (vi) continued use of the Products for which Sourcefire has provided You with modifications or substitute Products if use of such modifications or substitute Products would have prevented the Claim; or (vii) use of the Products in a manner prohibited under this Agreement.

13.3. THE PROVISIONS OF THIS SECTION 13 SET FORTH SOURCEFIRE'S SOLE AND EXCLUSIVE OBLIGATIONS, AND YOUR SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT, VIOLATION OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND. IN NO EVENT SHALL SOURCEFIRE'S LIABILITY TO YOU UNDER SECTION 13 EXCEED THE AMOUNT OF THE FEES PAID BY YOU FOR THE SOURCEFIRE PRODUCT THAT IS THE SUBJECT OF SUCH CLAIM.

14. VERIFICATION

You agree that Sourcefire or its designee shall have the right to periodically conduct on-site audits of Your use of the Products for the Sourcefire EULA v53 Network Security Products 6

limited purpose of verifying that You are in compliance with Your obligations under this Agreement and have paid all applicable fees,

provided that Sourcefire coordinates such activity with You and complies with Your security requirements. These audits will be conducted during regular business hours, and Sourcefire will make reasonable efforts to minimize interference with Your regular business activities. Alternatively, Sourcefire may request that You complete a self-audit questionnaire in a form provided by Sourcefire. If an audit or such questionnaire reveals unlicensed use of the Products.

15. EXPORT; RE-EXPORT

The Products are subject to export controls under the Laws of the United States and other countries. You shall comply with all such Laws governing export, re-export, transfer and use of the Products and will obtain all required U.S. and local authorizations, permits and licenses. Sourcefire assumes no responsibility or liability for Your failure to obtain such necessary authorizations, permits and licenses. Information regarding U.S. export laws can be found at www.bis.doc.gov. You agree not to use or transfer the Products for any use relating to the operation of nuclear facilities, chemical or biological weapons, or missile technology, unless authorized by the U.S. Government by regulation or specific written license.

16. U.S. GOVERNMENT END USERS

The Licensed Materials, information and data provided under this Agreement are prepared entirely at private expense and are "Commercial Items" as that term is defined in 48 C.F.R. 2.101. If you are an agency, department, or other entity of the United States Government, or funded in whole or in part by the United States Government, then your use, duplication, reproduction, release, modification, disclosure or transfer of this commercial product and data, is restricted in accordance with 48 C.F.R. §12.211, 48 C.F.R. §12.212, 48 C.F.R. §227.7102-2, and 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.211, 48 C.F.R. §12.212, 48 C.F.R. §227.7102-1 through 48 C.F.R. §227.71023, and 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, this commercial product and data are licensed to U.S. Government end users (i) only as Commercial Items, and (ii) with only those rights as are granted to all other users pursuant to the Sourcefire's standard end user license agreement. In case of conflict between any of the FAR and DFARS provisions listed herein and this Agreement, the construction that provides greater limitations on the U.S. Government's rights shall control. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that this commercial product and data are a trade secret and proprietary commercial products and not subject to disclosure.

17. FREE SOFTWARE

You acknowledge and agree that while certain open source code Third Party Products are made available to You hereunder for free for use in combination with the Sourcefire Products, the terms and conditions under which such Third Party Products are being made available to You are as set forth in their respective third party agreements (the "Third Party Agreements"), and that this Agreement in no way supplements or detracts from any term or condition of such Third Party Agreements. Sourcefire is not giving any warranties for these Third Party Products and Your use of these Third Party Products will be subject solely to such Third Party Agreements. A listing of these Third Party Products, including the applicable Third Party Agreements and other applicable disclosures, is available in the Documentation. You may obtain the source code to such open source code software in accordance with the directions set forth in the Documentation.

18. EVALUATION PRODUCTS

If You have been provided Products on an evaluation-only basis or beta-release basis (each, "Evaluation Products") to evaluate their suitability for purchase and/or licensing on a for-fee basis (as the case may be, for "Evaluation"), You acknowledge and agree that the evaluation license key(s) for these Evaluation Products will be set with a set expiration date (the "Expiration Date"), pursuant to which upon activation of the Evaluation Products, You may use the Evaluation Products through the Expiration Date (the "Evaluation Period") solely for their Evaluation. All Evaluation Products are provided to You "AS IS" without warranty or any kind, whether express, implied, statutory, or otherwise, and the limited warranties referenced in Section 10 and the indemnification obligations referenced in Section 13 above will not be applicable to Your use of the Evaluation Products. Sourcefire bears no liability for any damages resulting from use (or attempted use) of the Evaluation Products.

19. COLLECTION OF DATA

Sourcefire hereby informs You that the Products use data collection technology to collect and analyze certain information about Your network and endpoints including, but not limited to, the IP addresses of Your endpoints, other information which may contain personally identifiable information and the metadata of certain executable files in order to (i) identify malware on Your network and endpoints; (ii) provide support and related services to You regarding Your use of the Products; and (iii) improve Sourcefire's products. You do have the ability to configure the Products to limit some of the data that can be collected. Except as provided by law, You grant Sourcefire a perpetual right and license to use the information and data made available by You via the Products in order to attempt to prevent malware from running on Your network and endpoints, to conduct related analysis and provide support and for product improvement purposes.

Sourcefire may engage other companies and individuals to perform functions on its behalf, such as payment processing, order fulfillment, marketing programs and customer service so Sourcefire may share such information with such subcontractors in order to perform these functions, but such subcontractors may not use Your personal information for other purposes, unless You agree.

20. GOVERNING LAW

The Agreement and warranties ("Warranties") are controlled by and construed under the laws of the United States of America, notwithstanding any conflicts of law provisions.

The Parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. 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 Licensed Materials and supersedes any conflicting prior oral or written communications 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.

21. ASSIGNMENT

You may not assign or otherwise transfer this Agreement or the license rights granted hereunder without Sourcefire's prior written consent. Notwithstanding the foregoing, You may assign this Agreement if a majority of Your outstanding voting capital stock is sold to a third party, or if You sell all or substantially all of Your assets or if You otherwise undergo a change of control, provided, that, in such instance such assignment will not become effective until You provide Sourcefire written notice of such event.

22. TERM; TERMINATION

The subscription term is subject to the termination provisions under the GSA Schedule contract and Federal Acquisition Regulations You agree that, upon such termination, You will cease using the Licensed Materials and either destroy or return all copies thereof.

23. GENERAL

Neither Party shall be liable for any delay or failure due to a force majeure event and other causes beyond its reasonable control, provided, however, this provision shall not apply to Your payment obligations. Any notices under this Agreement to Sourcefire will be personally delivered or sent by certified or registered mail, return receipt requested, or by nationally recognized overnight express courier, to 9770 Patuxent Woods Drive, Columbia, Maryland U.S.A. 21046, or such other address as Sourcefire may specify in writing. Such notices will be effective upon receipt, which may be shown by confirmation of delivery. All notices to Sourcefire shall be sent to the attention of General Counsel (unless otherwise specified by Sourcefire). Amendments or changes to this Agreement must be in mutually executed writings to be effective. Sections 1-2, 5-6, 8-12 and 14-23, including all warranty disclaimers and use restrictions, shall survive the termination or expiration of this Agreement. The Parties are independent contractors for all purposes under this Agreement.

[END OF AGREEMENT]

AGREEMENT (Government Customers – GSAMultiple Award Schedule Contract)

This agreement (“Agreement”) is entered into effective as of _____, 20__, (the “Effective Date”) between Cisco Systems, Inc., on behalf of itself and for the benefit of its affiliates, including, without limitation, Duo Security, Inc., a Delaware corporation with a registered address at 123 N. Ashley Street, Ann Arbor, MI 48104 (“Duo Security”), and the Federal Customer purchasing from the GSA Multiple Award Schedule (MSA) contract (“Customer”). This Agreement, including the Terms and Conditions containing, among other things, warranty disclaimers, liability limitations and use limitations, includes and is effective for the Order Form and any subsequent renewals, purchase orders or Order Forms (submitted in written or electronic form) related to Customer’s subscribing to the Services unless different or additional terms are expressly agreed to in writing and signed by both parties. There will be no force or effect given to any different or additional terms contained in any purchase order or similar form issued by either party, even if signed by the parties unless such terms are included in an amendment in accordance with the terms of Section 14.3 of this Agreement. Each party’s acceptance of this Agreement was and is expressly conditional upon the other’s acceptance of the terms contained in this Agreement to the exclusion of all other terms. Capitalized terms shall have the meanings ascribed to them in the Terms and Conditions.

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 “Customer” means the U.S. Government customer that has placed an order with for the Services and thereby signed up for the Services and agreed to the terms of this Agreement under the GSA MAS contract. The Department of Veterans Affairs shall not be a Customer and cannot purchase from Duo Security under the GSA MAS contract.
- 1.2 “Customer Data” means any information or data about Customer or Users (and its and their staff, customers or suppliers, as applicable), that is supplied to Duo Security by or on behalf of Customer or any User in connection with the Services, or which Duo Security is required to access, generate, process, store or transmit pursuant to this Agreement, including (but without limitation) information about Customer’s and Users’ respective devices, computers and use of the Services.
- 1.3 “Customer Personal Data” means any Customer Data that is personal data (as defined under the DPA).
- 1.4 “Data Protection Laws” means the DPA, EC Directive 95/46/EEC, EC Directive 2002/58/EC, the UK Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other applicable data protection laws, regulations and legally binding codes of practice from time to time in force applicable to the performance of a party's obligations under this Agreement.
- 1.5 “Documentation” means guides, instructions, policies and reference materials provided to Customer by Duo Security in connection with the Services, including the documentation located at <https://www.duosecurity.com/docs>, which may be amended from time to time.
- 1.6 “DPA” means the UK Data Protection Act of 1998.
- 1.7 “Duo Mobile Software” means all Duo Security proprietary mobile applications (available on iPhone, Android, Palm, Blackberry, Windows Mobile and other supported mobile devices) used in providing the Services, and any updates, fixes and/or patches developed from time to time.
- 1.8 “Fees” means the applicable fees as set forth on the Order Form.
- 1.9 “Hardware Tokens” mean hardware security tokens purchased by Customer under an Order Form. 2

1.10 "Integration Software" means (a) Duo Security proprietary software and (b) open source software used in providing the Services which integrates with Customer's network or application, including SSL or other VPN, Unix operating system, Microsoft application, and/or web application, as provided in the Documentation and any updates, fixes and/or patches developed from time to time.

1.11 "Intellectual Property Rights" means all patents, registered designs, unregistered designs, design rights, utility models, semiconductor topography rights, database rights, copyright and other similar statutory rights, trade mark, service mark and any know how relating to algorithms, drawings, tests, reports and procedures, models, manuals, formulae, methods, processes and the like (including applications for any of the preceding rights) or any other intellectual or industrial property rights of whatever nature in each case in any part of the world and whether or not registered or registerable, for the full period and all extensions and renewals where applicable.

1.12 "Order Form(s)" means the order forms through which the Government customer purchases the Duo Security Services from Duo Security under the GSA MAS contract for the initial order for the Service, and any subsequent order forms issued to Duo Security, specifying, among other things, the maximum number of Users, the initial Term, the purchase of any Hardware Tokens, the Fees, telephony credits (if any), and such other charges and terms as agreed between the parties.

1.13 "Performance Data" means data with respect to usage and other aggregate measures of the Services' performance that Duo Security may collect from time to time.

1.14 "Services" means the products and services that are ordered by and/or made available to Customer under a free trial or an Order Form (including, where applicable, the Software, Hardware Tokens and services using only the Duo Mobile Software) and made available online by Duo Security, including associated offline components, as described in the Documentation.

1.15 "Service Level Agreement" or "SLA" means the description of support provided to Customers and its Users and of the availability of the Services attached to this document as Appendix A.

1.16 "Software" means the Integration Software and Duo Mobile Software.

1.17 "Telephony Credits" mean credits for Customer's Users to provide authentication by telephone or SMS.

1.18 "Term" means the subscription term indicated on the Order Form and any subsequent renewal terms.

1.19 "User" means any user of the Services who Customer may authorize to enroll to use the Services under the terms of this Agreement.

2. SERVICES FOR CUSTOMER; DUO SECURITY OBLIGATIONS

2.1 Subject to and conditioned on the GSA MAS Contractor's receipt of payment of the Fees and in any event, subject to full compliance with all other terms and conditions of this Agreement, Duo Security grants Customer and Users a non-exclusive, non-sublicensable, non-transferrable license to access and use the Services, along with such Documentation as Duo Security may make available during the Term.

2.2 The Services and SLA are subject to modification from time to time at Duo Security's sole discretion, provided the modifications do not materially diminish the functionality of the Services provided by Duo Security and the Services continue to perform according to the description of the Services specified in Section 2.3 in all material aspects. Customer shall have the right to terminate the Agreement pursuant to Section 10.2 without any penalty if (i) a material modification to the Services or the SLA is made which materially diminishes the functionality of the Services or materially diminishes the SLA, (ii) Duo Security has not obtained Customer's consent for such modifications and (iii) Duo Security does not provide a remedy in the cure period stated in Section 10.2.

2.3 Duo Security will make the Services available and the Services will perform substantially in accordance with the description of the services found at <http://www.duosecurity.com/editions>. Notwithstanding the foregoing, Duo Security reserves the right to suspend Customer's (or any of its Users') access to the Services: (i) for scheduled or emergency maintenance, or (ii) as it deems reasonably necessary to respond to any actual or potential security concerns.

2.4 Subject to full compliance with the terms and conditions of this Agreement, Duo Security will use commercially reasonable efforts to provide support to Customer as described in the Service Level Agreement. In the event that Customer earns 15 days of service credits, determined in accordance with the terms of the Service Level Agreement, in each of three consecutive months, Customer may notify Duo Security of its intention to terminate the Services and may terminate its Agreement with Duo Security for the provision of the Services to Customer and, as the sole and exclusive remedy, Customer will receive a refund of any pre-paid subscription Fees paid for Services not rendered as of the termination date. 3

2.5 Duo Security collects certain information about Customer and its Users as well as their respective devices, computers and use of the Services. Duo Security uses, discloses and protects this information as described in this Agreement and Duo Security's Privacy Policy (the "Privacy Policy") dated March 24, 2016, attached to this document as Appendix B.

3. CUSTOMER RESPONSIBILITIES

3.1 Customer may only use the Services in accordance with the Documentation and as explicitly set forth in this Agreement. Customer will cooperate with Duo Security in connection with the performance of this Agreement as may be necessary, which may include making available such personnel and information as may be reasonably required to provide the Services or support. Customer is solely responsible for determining whether the Services are sufficient for its purposes, including but not limited to, whether the Services satisfy Customer's legal and/or regulatory requirements.

3.2 Use of the Services may require Users to install Duo Mobile Software on their mobile devices. In addition, third party terms may apply with respect to third party products and software accessible via the Services and with respect to devices using third party operating systems or software or in the event that Duo Mobile Software is downloaded from third party sites (collectively, "Third Party Services"). Customer's access and use of Third Party Services is governed solely by the terms and conditions of such Third Party Services. Duo Security does not endorse, is not responsible or liable for, makes no representations or warranties and provides no indemnification with respect to any aspect of the Third Party Services, notwithstanding anything in this Agreement to the contrary. Duo Security is not liable for any damage or loss caused or alleged to be caused by or in connection with enablement, access or use of any such Third Party Services, or Customer's reliance on the privacy practices, data security processes or other policies of such Third Party Services. Duo Security does not provide customer support or assistance with respect to the Third Party Services. Users may be required to register for or log into such Third Party Services on their respective websites or apps.

3.3 Customer acknowledges that the Services will require the Users to share with Duo Security certain information for the purposes of providing the Services, such as user names, password and other login information. This information may include personal information (such as email address, and/or phone number) regarding the Users, and Duo Security will use such information for the purposes of providing the Services to Customer and Users. Prior to authorizing an individual to become a User, Customer is fully responsible for obtaining the consent of that individual, in accordance with all applicable laws, to the use of his/her information by Duo Security for purposes of providing the Services, which use shall be governed by the terms of the Privacy Policy. Customer represents and warrants that all such consents have been or will be obtained prior to authorizing any individual to become a User.

3.4 Customer will be fully responsible for Users' compliance with this Agreement. Any breach of this Agreement or such other terms by a User shall be deemed to be a breach by Customer. Customer is solely responsible for determining whether the Services are sufficient for Customer's purposes.

3.5 There will be no force or effect given to any different or additional terms contained in any purchase order or similar form issued by either party, even if signed by the parties after the date hereof unless such terms are included in an amendment in accordance with the terms of Section 14.3 of this Agreement. Each party's acceptance of this Agreement was and is expressly conditional upon the other's acceptance of the terms contained in the Agreement to the exclusion of all other terms.

4. RESTRICTIONS

Customer will not, and will not permit any of its Users nor any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services, Software, Hardware Tokens or any data related to the Services (except to the extent such prohibition is contrary to applicable law that cannot be excluded by the agreement of the parties); modify, translate, or create derivative works based on the Services or Software; share, rent, lease, loan, resell, sublicense, distribute, use or otherwise transfer the Services or Software for timesharing or service bureau purposes or for any purpose other than its own use; or use the Services or Software other than in accordance with this Agreement and in compliance with all applicable laws and regulations (including but not limited to any European privacy laws and intellectual property laws).

5. PAYMENT OF FEES

5.1 Customer will pay the GSA MAS Contractor and the GSA MAS Contractor will pay Duo Security the Fees plus all applicable sales, use and other purchase related taxes (or provide Duo Security with a valid certificate of exemption from the requirement of paying sales, use or other purchase related taxes) in accordance with the Prompt Payment Act and the Order Form. Except as otherwise indicated in the applicable Order Form, all fees and expenses shall be in U.S. dollars. Duo Security will not charge users any fees for their use of the Services or Duo Mobile Software without Customer's authorization. Users' carriers or service providers may charge fees for data usage, messaging, phone calls or other services that are required for them to use the Services. 4

5.2 Customer's Order Form will indicate an initial allotment of Telephony Credits, if applicable. Customer may purchase additional Telephony Credits separately via the billing section of Customer's administrative interface or by contacting a sales representative. U.S. and international rates for telephony can be found at https://www.duosecurity.com/docs/telephony_credits.

5.3 At any time during the Term, and unless otherwise agreed to in writing by the parties, any increase or overage in the maximum number of Users specified in the Order Form will be treated in accordance with this Section 5.3 (a "Subscription Upgrade"). The maximum number of Users shall be increased as follows:

For Subscription Upgrades (i) for Customers where the maximum number of Users on the Order Form is fewer than 500 Users, the maximum number of Users will be increased automatically in increments equal to 50 Users, (ii) for Customers where the maximum number of Users on the Order Form is 500 - 1000 Users, the maximum number of Users will be increased automatically in increments equal to 100 Users, and (iii) for Customers where the maximum number of Users on the Order Form is 1001 or greater, the maximum number of Users will be increased automatically in increments equal to 250 Users.

Duo Security shall invoice Customer for the increase in the maximum number of Users at the subscription rate and payment terms specified in the most recent Order Form, which will be prorated for the remainder of the then applicable subscription Term. For any future subscription Term, the number of Users and applicable Fees will reflect any Subscription Upgrades.

6. CONFIDENTIALITY

6.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology, Users or business (hereinafter referred to as "Confidential Information" of the Disclosing Party).

6.2 The Receiving Party agrees: (i) not to disclose the Confidential Information to any third person other than those of its employees, investors and potential acquirers with a need to have access thereto and who have entered into non-disclosure and non-use agreements applicable to the Disclosing Party's Confidential Information or are subject to the Federal Trade Secrets Act (18 USC §1905), and (ii) to use such Confidential Information solely as reasonably required in connection with the Services and/or this Agreement. The Receiving Party further agrees to take the same security precautions to protect against unauthorized disclosure or unauthorized use of such Confidential Information of the Disclosing Party that the party takes with its own confidential or proprietary information, but in no event will a party apply less than commercially reasonable precautions to protect such Confidential Information. Each party acknowledges that the use of such precautions is not a guarantee against unauthorized disclosure or use. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession without a duty of non-disclosure or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Confidential Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Confidential Information pursuant to any judicial or governmental order, provided that, to the extent permitted by law, the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For the avoidance of doubt, Customer acknowledges that Duo Security utilizes the services of certain third parties in connection with the provision of the Services (such as data hosting and telephony service providers) and the provision of the Third Party Services and such third parties will have access to Customer's Confidential Information, subject to compliance with this Section 6. The parties agree that Performance Data and any other de-identified information in any form or format is not Confidential Information and will not be subject to any confidentiality restrictions or obligations.

6.3 Customer acknowledges that Duo Security does not wish to receive any Confidential Information from Customer that is not necessary for Duo Security to perform its obligations under this Agreement, and, unless the parties specifically agree otherwise, Duo Security may reasonably presume that any unrelated information received from Customer is not confidential or Confidential Information, unless such information is marked as "Confidential".

7. INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP

Except as expressly set forth herein, Duo Security alone (and its licensors, where applicable) will retain all Intellectual Property Rights relating to the Services or the Software or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Services and/or the Software, which are hereby assigned to Duo Security. Customer will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. As between the parties, Duo Security will own all Performance Data, all other forms of aggregated information, and all de-identified data relating to any User and/or the Services. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Services or Software, or any Intellectual Property Rights.

US Government Rights. The Services and Software are "commercial items" as that term is defined at FAR 2.101. If Customer is the 5

US Federal Government (Government) Executive Agency (as defined in FAR 2.101), Duo Security provides the Services and Software, including any related technical data, and/or professional services in accordance with the following: If acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this Agreement. If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative or Judicial Agency shall obtain only those rights in technical data and software customarily provided to the public as defined in this Agreement. If any Federal Executive, Legislative, or Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with Duo Security to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. If this Agreement fails to meet the Government's needs or is inconsistent in any way with Federal law, and the parties cannot reach a mutual agreement on terms for this Agreement, the Government agrees to terminate its use of the Services and return the Software, unused, to Duo Security. This U.S. Government Rights clause in this Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this Agreement.

8. DATA PROTECTION

8.1 In this Section 8, the terms “personal data”, “data processor”, “data subject”, “process and processing” and “data controller” shall be as defined in the DPA.

8.2 For the purposes of the Data Protection Laws, as between Customer and Duo Security, the parties agree that Customer shall at all times be the data controller and Duo Security shall be the data processor with respect to the processing of Customer Personal Data in connection with this Agreement.

8.3 By entering into this Agreement, Customer agrees that Duo Security may collect, retain and use certain Customer Personal Data (which may include, without limitation, names, mobile telephone numbers, IP addresses and email addresses of Users) in connection with the Services. As the data controller of such Customer Personal Data, Customer shall be responsible for ensuring that, and warrants and represents to Duo Security that it shall ensure that any processing of Customer Personal Data in connection with the Services shall comply with the Data Protection Laws. This shall include (without limitation) ensuring that Customer: (a) has given adequate notice and made all appropriate disclosures to the data subjects regarding Customer's and/or Duo Security's use and disclosure of Customer Personal Data, including (but without limitation) for the provision of the Services; and (b) has and/or obtains all necessary rights, and where applicable, all appropriate and valid consents from the data subjects to share such personal data with Duo Security and to permit use of Customer Personal Data by Duo Security for the purposes of the provision of the Services and performing its obligations under this Agreement or as may be required by applicable law (“Purpose”), including (but without limitation) notifying the data subject of the transfer of Customer Data outside of the European Economic Area to countries whose laws they have acknowledged may provide a lower standard of data protection than exists in the European Economic Area (“EEA”).

8.4 At the request of Customer, Duo Security and Customer shall negotiate a separate data processing agreement, setting forth each Party's obligations in respect of any processing of Customer Personal Data, which agreement will be incorporated herein by reference once executed by the Parties.

8.5 Customer acknowledges that Duo Security is reliant on Customer for direction as to the extent to which Duo Security is entitled to use and process Customer Data. Consequently, Duo Security will not be liable for any claim brought by a data subject to the extent that such action or omission resulted directly from Customer's instructions. Customer undertakes to comply in all respects with any applicable laws, regulations, standards and guidelines applicable to personal data and shall use all reasonable endeavors to where possible anonymize personal data sent to Duo Security.

9. INDEMNIFICATION.

For Customers enrolled in one of the editions of Services requiring purchase, Duo Security shall indemnify and hold Customer harmless from liability to third parties resulting from infringement by the Services of any United States or United Kingdom patent or any copyright or misappropriation of any trade secret, provided Duo Security is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity (subject to the requirements of 28 USC §516, if applicable) to assume sole control over defense and settlement; Duo Security will not be responsible for any settlement it does not approve. The foregoing obligations do not apply with respect to portions or components of the Services (i) not created by Duo Security, (ii) resulting in whole or in part from Customer specifications, (iii) that are modified after delivery by Duo Security, 6

(iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of Services is not strictly in accordance with this Agreement and all related Documentation. If Duo Security receives information about an actual or alleged infringement or misappropriation claim that would be subject to indemnification rights set forth in this Section 9, Duo Security shall have the option, at its expense, to (i) modify the Software to be non-infringing; or (ii) obtain for Customer a license to continue using the Software. If Duo Security determines it is not commercially reasonable to perform either of the above options, then Duo Security may at its option elect to terminate the license for the Services and refund the unearned portion of any pre-paid subscription Fees, pro-rated on a monthly basis. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT, MISAPPROPRIATION AND/OR CLAIMS ALLEGING INFRINGEMENT OR MISAPPROPRIATION.

10. TERM; TERMINATION

10.1 Subject to earlier termination as expressly provided for in this Agreement, the initial Term of this Agreement shall be for the Term specified in the Order Form, or in the event of multiple Order Forms, until the Term of all Order Forms has expired. Each Order Form and this Agreement shall terminate upon expiration or termination in accordance with this Section 10 unless Customer provides at least forty-five (45) days prior written notice to Duo Security that it wishes to renew by placing an order directly with Duo Security or renews the Services through GSA MAS contract. The Fees per User for each renewal Term will be in accordance with the GSA MAS contract or, if renewed directly with Duo Security, equal to the Fees per User for the immediately prior Term plus a price increase to be agreed upon by Duo Security and Customer. Any pricing increase will not exceed seven percent (7%) per year, unless the pricing was designated in the applicable Order Form as promotional or one-time; provided, however, the Fees for each renewal Term shall not exceed the list price as of the start date of such renewal Term.

10.2 In the event of any material breach of this Agreement, the GSA MAS Contractor, on behalf of Duo Security, shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in GSAR 552.212-4(d).

10.3 The Sections of this Agreement which by their nature should survive termination or expiration of this Agreement, including but not limited to Sections 3.1 and 4 through 14 (inclusive), will survive termination or expiration of this Agreement. No refund of Fees shall be due in any amount on account of termination by Duo Security pursuant to this Section 10. In the event of termination by Customer pursuant to this Section 10, Customer shall be entitled as its sole and exclusive remedy, to receive a refund of any pre-paid subscription Fees paid by Customer to Duo Security for Services not rendered as of the termination date. When this Agreement expires or terminates, Duo Security shall cease providing the Service to Customer.

11. WARRANTIES AND DISCLAIMER OF ADDITIONAL WARRANTIES

11.1 For Customers enrolled in one of the editions of Services requiring purchase, Duo Security represents and warrants that it will not knowingly include, in any Duo Security software released to Users and provided to Customer hereunder, any computer code or other computer instructions, devices or techniques, including without limitation those known as disabling devices, trojans, or time bombs, that intentionally disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including its security or User data. If, at any time, Duo Security fails to comply with the warranty in this Section 11.1, Customer may promptly notify Duo Security in writing of any such noncompliance. Duo Security will, within thirty (30) days of receipt of such written notification, either correct the noncompliance or provide Customer with a plan for correcting the noncompliance. If the noncompliance is not corrected or if a reasonably acceptable plan for correcting them is not established during such period, Customer may terminate this Agreement and receive a refund of any pre-paid but unearned subscription Fees, pro-rated on a monthly basis, as its sole and exclusive remedy for such noncompliance.

11.2 For Customers that have purchased Hardware Tokens as part of the Services, Duo Security warrants to Customer only that Hardware Tokens will be free of defects in material and workmanship at the time of sale and for a period of six (6) months thereafter. This limited warranty is limited to replacement of defective Hardware Tokens. This limited Hardware Token warranty is Customer's exclusive remedy for defective Hardware Tokens.

11.3 EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION 11, THE SERVICES AND DUO SECURITY CONFIDENTIAL INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. DUO SECURITY HEREBY DISCLAIMS FOR ITSELF AND ITS SUPPLIERS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PURPOSE OR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, AND NON-INFRINGEMENT.

12. LIMITATION OF LIABILITY 7

12.1 NOTHING IN THIS AGREEMENT (OR ANY ORDER FORM) SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR THE NEGLIGENCE OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.

12.2 SUBJECT TO SECTION 12.1, IN NO EVENT WILL DUO SECURITY OR ITS SUPPLIERS BE LIABLE TO CUSTOMER (OR ANY PERSON CLAIMING UNDER OR THROUGH CUSTOMER) FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, (I) LOSS OF REVENUE OR ANTICIPATED PROFITS (WHETHER DIRECT OR INDIRECT) OR (II) LOST BUSINESS OR (III) LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE AND STRICT LIABILITY) BREACH OF STATUTORY DUTY OR OTHERWISE, EVEN IF DUO SECURITY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

12.3 SUBJECT TO SECTION 12.1, THE TOTAL LIABILITY OF DUO SECURITY FOR ANY CLAIM, WHETHER BASED IN CONTRACT, TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE FEES PAID OR TO BE PAID TO DUO SECURITY HEREUNDER IN THE TWELVE MONTH PERIOD ENDING ON THE DATE THAT SUCH CLAIM IS FIRST ASSERTED, PROVIDED, HOWEVER THAT THE MAXIMUM LIABILITY OF DUO SECURITY FOR ALL CLAIMS SHALL BE THE THEN CURRENT ANNUALIZED VALUE OF THE APPLICABLE ORDER FORM. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

13. U.S. GOVERNMENT MATTERS

Notwithstanding anything else, Customer may not provide to any person or export or re-export or allow the export or re-export of the Services or any software or anything related thereto or any direct product thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

14. MISCELLANEOUS

14.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

14.2 Assignment. This Agreement is not assignable, transferable or sublicensable by either party except with the other party's prior written consent, which shall not be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

14.3 Entire Agreement; Amendment. Both parties agree that this Agreement and the GSA MAS Contract into which the Agreement is incorporated is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers, amendments and modifications must be in a writing signed by both parties and specifically reference the provision of this Agreement being waived, amended or modified, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Duo Security in any respect whatsoever.

14.4 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid. Duo Security may provide notice using the information provided in the most recent Order Form and Customer may provide notice using the contact information provided on duosecurity.com.

14.5 Force Majeure. Any delay or failure in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay or failure is due to a labor dispute, fire, earthquake, flood or any other event beyond the reasonable control of a party, provided that such party promptly notifies the other party thereof and uses reasonable efforts to resume performance as soon as possible.

14.6 Governing Law; Arbitration. This Agreement will be governed by the Federal law. 8

14.7 Publicity. Upon the Customer's prior written consent, Duo Security may mention Customer's name in press announcements, case studies, trade shows, or other marketing or advertising materials. 9

Appendix A
Service Level Agreement

Duo Security SLA During the term of your Duo Security license (the “Agreement”, the Duo web admin interface and web services will be operational and available to Customer at least 99.9% of the time in any calendar month (the “Duo Security SLA”). If Duo Security does not meet the Duo Security SLA, and if Customer meets its obligations under this Duo Security SLA, Customer will be eligible to receive the Service Credits described below. This Duo Security SLA states Customer’s sole and exclusive remedy for any failure by Duo Security to meet the Duo Security SLA.

Definitions The following definitions shall apply to the Duo Security SLA.

- “Downtime” means when there is more than a five percent user error rate across all of a Customer’s users. Downtime is measured based on server side error rate.
- “Service” means the Duo Security multifactor authentication service.
- “Monthly Uptime Percentage” means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
- “Service Credit” means the number of days of Service to be added to the end of the Service term, at no charge to Customer calculated as follows:

Uptime	Days Credited
< 99.9% - ≤ 99.0%	3
< 99.0% - ≤ 95.0%	7
95.0%	15

CRADLEPOINT TERMS OF SERVICE AND LICENSE AGREEMENT

CRADLEPOINT TERMS OF SERVICE AND LICENSE AGREEMENT

BY SIGNING BELOW, THE ENTITY YOU REPRESENT (THE "CUSTOMER"), IS UNCONDITIONALLY CONSENTING TO BE BOUND BY AND IS BECOMING A PARTY TO THIS TERMS OF SERVICE AND LICENSE AGREEMENT AND ANY ADDENDUMS THERETO ("TSLA" or "AGREEMENT"). THIS AGREEMENT DEFINES THE TERMS OF USE FOR THE SERVICE AND ANY SOFTWARE REQUIRED TO DELIVER THE SERVICE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND CUSTOMER.

1. SERVICE SUBSCRIPTION

1.1 Subject to the terms and conditions of this Agreement, Cradlepoint will provide the Customer with a subscription to access its cloud-based network management, connectivity services, security services, router operating systems, and other related services, including any Platform APIs or SDKs, provided by Cradlepoint through the Internet as described at the www.cradlepoint.com/sla or as otherwise documented and made available to Customer upon request by Cradlepoint (collectively referred to as the "Service"). Access to the Service may require the Customer to download and install certain software applications (the "Client Software") which are covered under a License (below). The License may also be presented to anyone downloading the Client Software and for the avoidance of doubt, in the event of any conflict between the License contained in this Agreement and any license accepted to download the Client Software, the License in this Agreement shall prevail.

1.2 Except for Client Software, the service and the software underlying or used to deliver the Service will be hosted on servers under control or direction of Cradlepoint or its third-party providers. The Service is subject to non-material modification from time to time at Cradlepoint's sole discretion, for any purpose deemed appropriate by Cradlepoint. Any material modifications to this Agreement shall be signed by both parties before taking effect.

1.3 Cradlepoint will undertake commercially reasonable efforts to make the Service available in accordance with the Customer Service Level Agreement available at www.cradlepoint.com/SLA.

1.4 Subject to the terms hereof and pursuant to the level of support for which the Customer is entitled, Cradlepoint or its designated third-party partners will provide reasonable support to Customer for the Service as described at the Cradlepoint support website at <https://cradlepoint.com/support/>. Customer will designate an employee who will be responsible for all matters relating to this Agreement ("Primary Contact"). Customer may change the individual designated as Primary Contact at any time through its account settings on the Services.

1.5 Customer is responsible for all acts and omissions (including any breaches of this Agreement) of anyone to whom Customer provides access to the Services or that is using or accessing the Services on its behalf ("Agents") as if Customer committed such act or omission itself. Cradlepoint may exercise any rights and/or remedies under this Agreement, at law or in equity, against Customer based upon such acts or omissions of such Agents.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, and will not permit any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any portion of the Service, documentation or data related to the Service (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Service; use the Services for timesharing or service bureau purposes or for any purpose other than its own internal use unless Customer is a Managed Service Provider ("MSP") and has reviewed and agreed by signing this Agreement to be bound by the additional terms and conditions set forth in the Managed Service Provider Addendum ("MSP Addendum") available at www.cradlepoint.com/mspaddendum which are hereby incorporated herein by reference; use the Services in connection with any high risk or strict liability activity; use the Service other than in accordance with this Agreement and in compliance with all applicable laws and regulations, including but not limited to any privacy laws, marketing and data security laws and government guidelines, and laws and regulations concerning intellectual property, consumer and child protection, obscenity or defamation; run or use any processes that run or are activated while Customer is not logged on to the Services or that "crawl," "scrape," or "spider" the Service; or use the Service in any manner that (i) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable (including without limitation, accessing any computer, computer system, network, software, or data without authorization, breaching the security of another user or system, and/or attempting to circumvent any user authentication or security process), (ii) impersonates any person or entity, including without limitation any employee or representative of Cradlepoint, or (iii) contains a virus, Trojan horse, worm, time bomb, unsolicited bulk, commercial, or "spam" message, or other harmful computer code, file, or program (including without limitation, password guessing programs, decoders, password gatherers,

keystroke loggers, cracking tools, packet sniffers, and/or encryption circumvention programs). Customer agree that use of the Service will not: (a) damage the Service or interfere with Cradlepoint's ability to reliably provide the Service to other users; (b) place an unreasonable or unexpected load on the Service; (c) disrupt or pose a security risk to the Services or any other user of the Services, harm Cradlepoint's systems or any other user of the Services, or subject Cradlepoint or any third party to liability; (d) misuse the Services or use the Services for fraudulent or illegal activities; or (e) use the Services in breach of the Agreement (collectively, "Service Disruptions"). In the event of a Service Disruption, Cradlepoint shall pursue its rights under Section 11.6 of this Agreement.

For the purposes of this Agreement, "MSP" shall mean an entity that provides access to the Service in conjunction with the provision of Integrated Services as defined in the MSP Addendum or uses the Service to manage the devices of third parties.

2.2 Customer will cooperate with Cradlepoint in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as Cradlepoint may reasonably request. Customer will also cooperate with Cradlepoint in establishing a password or other procedures for verifying that only designated employees of Customer has access to any administrative functions of the Services.

2.3 Customer will be responsible for maintaining the security of Customer's account, passwords, including but not limited to administrative and user passwords and files, and for all uses of Customer account with or without Cradlepoint's knowledge or consent.

2.4 THE SERVICES ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE WITH DATA, CONTENT OR INFORMATION USED FOR OR REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPON SYSTEMS, IN WHICH THE FAILURE OF THE SERVICES, INTERNET OR THIRD PARTY CLOUD SERVICE PROVIDER INFRASTRUCTURE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE

("HIGH RISK APPLICATIONS"). Cradlepoint and its third-party Licensors specifically disclaim any express or implied warranty of fitness for High Risk Applications.

3. CONFIDENTIALITY

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Without limiting the foregoing, the Client Software and any software provided by Cradlepoint is Cradlepoint Proprietary Information. Customer will obtain agreement from its Agents that it will treat Cradlepoint Proprietary Information in accordance with the terms of this Agreement prior to allowing any such Agent to have access to the Services.

3.2 The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, (ii) to give access to such Proprietary Information solely to those employees and Agents with a need to have access thereto for purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order.

3.3 Customer acknowledges that Cradlepoint does not wish to receive any Proprietary Information from Customer that is not necessary for Cradlepoint to perform its obligations under this Agreement (including, without limitation, any information protected under applicable privacy laws and regulations), and, unless the parties specifically agree otherwise, Cradlepoint may reasonably presume that any unrelated information received from Customer is not confidential or Proprietary Information.

3.4 This Agreement or any price list shall not be deemed Proprietary Information. Both parties will have the right to disclose the existence and the terms and conditions of this Agreement.

3.5 Notwithstanding anything in this Agreement to the contrary, Customer may retain Proprietary Information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes;

provided, however, that all such retained Proprietary Information will continue to be subject to the confidentiality obligations of this Agreement.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Except as expressly set forth herein, Cradlepoint alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Service and the software and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Service and/or the software, which are hereby assigned to Cradlepoint. Customer will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or any intellectual property rights.

4.2 Customer represents and warrants that Customer owns and will continue to own all worldwide right, title and interest in, or presently holds and will continue to hold a valid license to, all information distributed by or on behalf of Customer through the Service ("Content") and the intellectual property rights with respect to that Content. If Cradlepoint receives any notice or claim that any Content, or activities hereunder with respect to any Content, may infringe or violate rights of a third party or any applicable law or regulation (a "Claim"), Cradlepoint shall pursue its rights under the Contract Disputes Act or other applicable Federal statute.

5. USE OF DATA

5.1 By using or accessing the Service, Customer hereby grants to Cradlepoint a worldwide, royalty-free, non-exclusive, irrevocable, sublicensable right and license to use, copy, display, perform, store, distribute and modify Data as necessary to perform the Service. "Data" means all electronic data and information submitted by Customer for set up and provisioning of the Service, and information created, generated, collected or harvested by Cradlepoint in the furtherance of this Agreement and the security and performance of the Service. Data does not include any Content.

5.2 Notwithstanding anything else in this Agreement or otherwise, Cradlepoint may monitor Customer's use of the Service and Customer Information (as defined in the MSP Addendum), and in an aggregate and anonymous manner, compile statistical and performance information related to the provision and operation of the Service ("Cradlepoint Data"), and may make such information publicly available, provided that such information does not identify Customer or Customer's Proprietary Information. Cradlepoint shall own all right, title and interest in and to the Cradlepoint Data. To the extent needed to perfect Cradlepoint's ownership in the Cradlepoint Data, Customer hereby irrevocably assigns all right, title and interest in such Cradlepoint Data to Cradlepoint.

5.3 The Service may make use of non-PII location data (including, but not limited to, GPS coordinates, the MAC address and received signal strength of nearby Wi-Fi access points, nearby cell tower IDs, and the IP Address) that is sent by devices using the Service. In order to allow Cradlepoint to provide the best user experience, the Service may utilize a third party provider to resolve location requests. At all times, Customer's location information will be treated in accordance with such third party's privacy policy; copies of which are attached. By using location services, Customer consents to Cradlepoint and its partners' transmission, collection, maintenance, processing and use of Customer's location data and queries to provide and improve location-based products and services.

5.4 During the term of this Agreement, Customer will supply Cradlepoint with contact details for Customer's employees, contractors and/or representatives ("Contact Data") in order for Cradlepoint to carry out its obligations under this Agreement (for example, to accomplish the provision of Service, allow the Customer to access and use the Service, enable Customer's employees, contractors and/or representatives to access and use the Service, and, where applicable, the subscription ordering process as described this Agreement). Cradlepoint hereby agrees to process the Contact Data in accordance with applicable laws, rules and regulations and in compliance with the Cradlepoint Privacy Policy at <https://cradlepoint.com/privacy-policy>. Customer warrants and represents that (a) it has notified the relevant data subjects that Cradlepoint will be given such information and informed them of Cradlepoint's Privacy Policy; and (b) if necessary, it has obtained all necessary consents in order to transfer the Contact Data to Cradlepoint. Customer shall notify Cradlepoint as soon as reasonably practicable of any amendments required to the Contact Data either through the Service or by email at: privacy@cradlepoint.com.

6. PAYMENT OF FEES

6.1 Customer will pay the applicable fees as set forth at the time of purchase in the payment schedule by Cradlepoint or its distributors, resellers or partners ("Fees") for availability, features and functionalities of the Service subscribed to by Customer ("Subscription") without any right of set-off or deduction. To the extent applicable, Customer will pay for any

mutually agreed to additional services, such as integration fees or other consulting fees. All payments are due ten (10) days following Customer's receipt of an undisputed invoice or ten (10) days following Service initiation, whichever is later.

6.2 Unless otherwise explicitly agreed in writing at the time of purchase, unpaid Fees may be subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local use, sales, value-added, property and similar taxes, if any. Unless otherwise explicitly agreed in writing at the time of purchase, Customer agrees to pay such taxes (excluding US taxes based on Cradlepoint's net income) unless Customer has provided Cradlepoint with a valid exemption certificate. In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid on account thereof.

7. TERMINATION

7.1 This Agreement shall continue until terminated in accordance with this Section 7.

7.2 Customer may terminate this Agreement for convenience upon written notice to Cradlepoint in accordance with 48 **C.F.R. § 52.249-2.**

7.3 Customer may terminate this Agreement for default subject to 48 C.F.R. § 52.249-8 if Cradlepoint fails to:

(i) deliver the Services within the time specified in this Agreement; (ii) make progress, so as to endanger performance of this Agreement (subject to subparagraph (a) below); or (iii) perform any of the other provisions of this contract (subject to subparagraph (a) below).

(a) Customer's right to terminate this Agreement under subdivisions 7.3(ii) and (iii) above, may be exercised if Cradlepoint does not cure such failure within ten (10) days (or more if authorized in writing by Customer) after receipt of the notice from the Customer specifying the failure.

(b) If Customer terminates this Agreement in whole or in part, it may acquire, under the terms and in the manner Customer considers appropriate, services similar to those terminated, and Cradlepoint will be liable to Customer for any excess costs for those services.

(c) Except for defaults of subcontractors at any tier, Cradlepoint shall not be liable for any excess costs if the failure to perform the Agreement arises from causes beyond the control and without the fault or negligence of Cradlepoint; examples of such causes include (1) acts of God or of the public enemy, (2) acts of Customer in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather ("Force Majeure"). In each instance the failure to perform must be beyond the control and without the fault or negligence of Cradlepoint.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both Cradlepoint and subcontractor, and without the fault or negligence of either, Cradlepoint shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for Cradlepoint to meet the required delivery schedule.

(e) If, after termination, it is determined that Cradlepoint was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Customer.

(f) The rights and remedies of Customer in this clause are in addition to any other rights and remedies provided by law or under this contract.

7.4 Customer's access to the Service, and any licenses granted hereunder, shall terminate upon any termination of this Agreement. All sections of this Agreement, which by their nature should survive termination, will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability. The following Sections will survive any termination of this Agreement: 2 through 6, this section 7, and 8 through 11.

7.5 Customer agrees that upon any termination or cancellation of this Agreement by Customer, Customer will be entitled to a refund for any pre-paid Fees for Subscriptions still in effect at the time of termination, and Customer's obligation to pay any balance due shall survive any such termination.

8. WARRANTY DISCLAIMER

CRADLEPOINT DOES NOT WARRANT THAT THE OPERATION OF THE SERVICE OR ANY FUNCTION CONTAINED THEREIN WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVERS THAT MAKE THIS SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE, SOFTWARE AND CRADLEPOINT PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. ANY USE OF THE SERVICE IS DONE AT CUSTOMER'S SOLE RISK AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE, LOSS OR EXPENSE INCURRED AS A RESULT OF OR ARISING OUT OF CUSTOMER'S USE OF THE SERVICE.

CRADLEPOINT MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THIS SERVICE. CRADLEPOINT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

Cradlepoint will not be liable for any loss resulting from a cause over which it does not have direct control.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL CRADLEPOINT OR ITS THIRD PARTY LICENSORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR: LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY, LOSS OF PRIVACY, CORRUPTION OR LOSS OF DATA, FAILURES TO TRANSMIT OR RECEIVE DATA OR ANY OTHER PECUNIARY LOSS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF CRADLEPOINT OR ITS THIRD PARTY LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL LIABILITY OF CRADLEPOINT AND ITS LICENSORS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF (i) ONE THOUSAND DOLLARS (\$1,000), OR (ii) THE FEES PAID TO CRADLEPOINT HEREUNDER IN THE THREE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

10. U.S. GOVERNMENT MATTERS

Notwithstanding anything else, Customer may not provide to any person or export or re-export or allow the export or re-export of the Service or any software or anything related thereto or any direct product thereof (collectively "Controlled Subject Matter"), in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Without limiting the foregoing Customer acknowledges and agrees that the Controlled Subject Matter will not be used or transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. Customer's use of the Service is deemed a representation and warranty by Customer that the user is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Controlled Subject Matter may use or include encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations. As defined in FAR section 2.101, any software and documentation provided by Cradlepoint are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section

12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11. MISCELLANEOUS

11.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

11.2 This Agreement is not assignable, transferable or sublicensable by either party without the other party's prior written consent.

11.3 Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed or otherwise agreed to by Cradlepoint, except as otherwise provided herein.

11.4 Neither party shall be liable to the other or responsible for delay or non-performance of any of the terms of the Agreement due to Force Majeure.

11.5 No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Cradlepoint in any respect whatsoever.

11.6 This Agreement is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this Agreement to reach an agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this Agreement shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference.

11.7 Except as otherwise authorized by law, the conduct of litigation in which the United States, an agency, or officer thereof is a party, or is interested, and securing evidence therefor, is reserved to officers of the Department of Justice, under the direction of the Attorney General.

11.8 All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid.

11.9 This Agreement is governed by Federal law.

11.10 Amendments. We reserve the right, in our sole discretion, to change, modify, add or remove non-material provisions of this Agreement at any time. Customer is responsible for regularly reviewing this Agreement for changes. By using the Service after we post any non-material changes to this Agreement, Customer agrees to accept such non-material changes, whether or not Customer has reviewed them. All other changes shall be agreed to in writing and signed by both parties.

11.11 No Implied Waivers. If either party fails to require performance of any duty hereunder by the other party, such failure shall not affect its right to require performance of that or any other duty thereafter. The waiver by either party of a breach of any provision of this Agreement shall not be a waiver of the provision itself or a waiver of any breach thereafter, or a waiver of any other provision herein.

CRADLEPOINT SECURE LOCATION SERVICES TERMS AND CONDITIONS

If Customer is using Cradlepoint Secure Location Services ("Location Services"), the following terms and conditions apply to Customer's use of the Location Services and these terms and conditions form part of the Agreement. For the avoidance of doubt, the Location Services are included in the definition of "Services" under this Agreement and the below terms and conditions are in addition to the Terms and Conditions of the Agreement, not in substitution thereof.

1. DEFINITIONS

Following are definitions for certain capitalized terms used in connection with the Location Services terms and conditions. Other capitalized terms used herein shall have the same definitions as set forth above in the Agreement or as otherwise

defined herein.

“Subscriber” means a person or entity that subscribes to or uses the Location Services.

“Subscriber Data” means a Subscriber’s identity, phone number, email address, wireless carrier account information, billing or credit information, the type of wireless device, Location Information, and any other personally identifying information captured by Cradlepoint or its third party licensors and used within the Services in connection with Subscribers’ use of the Location Services. Subscriber Data does not include data provided directly to Cradlepoint by Customer for use in conjunction with opening, administering or closing Customer’s account.

“Location Information” means the approximate geographic location of a Registered Device in response to a Location Query, including the latitude/longitude, address, zip code, or position relative to a defined boundary or geo-fence.

“Location Query or Location Queries” means electronic requests for Location Information made by Customer or the Location Services application.

“Registered Devices” Customer’s Cradlepoint devices managed by the Service and provisioned for use of the Location Services by the payment of the applicable Fee(s).

“Wireless Service Provider” or “WSP” means a wireless telecommunications service provider with whom Cradlepoint or its third party licensors have contracted and which have agreed to provide Location Information to Cradlepoint for use in connection with the Location Services.

2. LICENSE TO CUSTOMER

2.1 Cradlepoint agrees to grant Customer a non-exclusive, non-transferable, limited right to access the Location Services, solely for Customer’s own business purposes, provided that Customer comply fully with all of the provisions of the Agreement. Cradlepoint grants Customer the right to use the Location Services solely in conjunction with the use of Customer’s Registered Devices. All rights not expressly granted to Customer in the Agreement are reserved by Cradlepoint.

3. PRIVACY AND LICENSE FROM CUSTOMER

3.1 By accessing and using the Location Services, Customer expressly agrees to and hereby grants Cradlepoint the right to collect, use, store and disclose Location Information relative to Customer’s Registered Devices and to enable GPS functionality on Customer’s Registered Devices. Customer further acknowledges and agrees that Location Information of Customer’s Registered Devices may be collected and utilized by Cradlepoint and its third party licensors in support and provision of the Location Services. Customer may use the Location Services to make Location Queries for the best available Location Information of the Registered Devices and Customer acknowledges that no notifications are provided to Customer or the Registered Devices when such Location Queries are made.

3.2 By accessing and using the Location Services, Customer expressly agrees to and hereby grants Cradlepoint a limited, irrevocable, royalty-free, sublicensable, non-exclusive license to copy, reproduce, store, adapt, modify, translate, and distribute Subscriber Data solely to enable Cradlepoint to provide and improve the Location Services. Customer acknowledges and agrees that Cradlepoint may store Location Information for up to twelve (12) months.

4. SAFE AND LAWFUL USE

4.1 Customer agrees to use Location Services and the Location Information provided thereby only for lawful purposes, and Customer agrees to comply with all applicable laws and rules. Customer agrees that Customer will not misuse the Location Services. Misuse or fraudulent use includes, but is not limited to:

- Using the Location Services in such a manner so as to interfere unreasonably with the use of the Location Services by one or more other users or to interfere unreasonably with Cradlepoint’s ability to provide the Location Services;
- Subscription fraud or unauthorized access to devices not provisioned for Location Services;
- Using the Location Services for any purpose not directly related to Customer’s business solution;

- Using the Location Services to defame, harass, stalk, threaten or otherwise violate the legal rights of others;
- Using the Location Services to disseminate or convey inappropriate, defamatory, obscene, salacious, or unlawful information, images or materials;
- Attempting or assisting another to access, alter, or interfere with the communications and/or obtain information about another user or device not owned by or licensed to Customer;
- Tampering with the security components of the Location Services or making an unauthorized connection to the network;
- Utilizing the Location Services or a Cradlepoint device to track an individual or private automobile without their consent; or
- Accessing or obtaining location information of a device other than one of Customer's Registered Devices.

5. SERVICE AVAILABILITY

5.1 Support for Location Services may vary based on the carrier or network provider. Contact Cradlepoint for a complete list of supported carriers. Customer acknowledges and agrees that the Location Services coverage may be limited to the native network of the carrier. The Location Services may not provide Location Information for Registered Devices that are roaming or otherwise not on the designated carrier network. It may not be possible to utilize the Location Services to locate GSM or CDMA Registered Devices that are not in the United States or Canada.

6. LIMITATION OF SERVICE AND USAGE

6.1 Customer acknowledges and agrees that the Location Services provides an approximate location of the requested Registered Device and does not provide guaranteed results. In order for the Location Services to work, the Registered Device for which Customer make a Location Query must be turned on, charged and located within Customer's coverage area, among other factors. Accuracy of the Location Information obtained via the Location Services is subject to network capabilities, environmental conditions such as structures, buildings, weather, geography, landscape, and topography, available data, atmospheric conditions and other factors associated with use of wireless networks, satellites and satellite data. By entering into this Agreement, Customer acknowledges the results Customer may obtain from the Location Services, including but not limited to maps, geo-fencing and requested locations or messaging, may not be accurate, timely or reliable. The Location Services may be subject to other limitations, such as, for purposes of example, monthly limits on the number of Location Queries Customer may make. Cradlepoint will make commercially reasonable efforts to provide Customer with advance notice of any changes to Customer's usage limitations thirty (30) days prior to the end of the then- current term.

7. PRIVACY COMPLIANCE

7.1 Customer agrees at all times to comply with all applicable privacy, consumer protection, marketing and data security laws and government guidelines, including (without limitation) all laws that apply to collecting, accessing, using, disclosing and securing Subscriber Data; the Cradlepoint Privacy Policy at <https://cradlepoint.com/privacy-policy> and; the Privacy Policies and content standards of the Wireless Service Providers from which Customer request subscriber Location Information; applicable privacy, marketing, or advertising guidelines issued by the Mobile Marketing Association (MMA); and the CTIA Best Practices and Guidelines for Location-Based Services. The current locations for WSP, CTIA, and MMA guidelines are listed below but are subject to change without notice:

AT&T: <http://www.att.com/privacy>

Sprint: <http://www.sprint.com/privacy>

T-Mobile: <http://www.t-mobile.com/privacy>

Verizon Wireless:

<http://www.verizon.com/privacy> **Bell Mobility:**

<http://bell.ca/privacy>

Rogers: <http://www.rogers.com/privacy>

TELUS: <http://www.telus.com/privacy>

CTIA: http://www.ctia.org/business_resources/wic/index.cfm/AID/11300

MMA: <http://www.mmaglobal.com/education/bestpractice>

Locaid: <http://www.loc-aid.com/privacy-policy>

Google: <https://policies.google.com/privacy>

Skyhook Wireless: <http://www.skyhookwireless.com/privacy>

Please report abuse or any violation of the applicable privacy policies above at privacy@cradlepoint.com.

7.2 Customer agrees to be bound by the Google Terms of Service and Google Maps/Google Earth Additional Terms of Service https://www.google.com/help/terms_maps.html (including the Google Privacy Policy at <https://policies.google.com/privacy>).

8. TERMINATION AND CANCELLATION

8.1 Customer may terminate or cancel Customer's Subscription to the Location Services at any time upon written notice. Customer understands and agrees that the cancellation or termination of Customer's Subscription is Customer's sole right and remedy with respect to any dispute with us including, but not limited to, any dispute related to, or arising out of: (i) any terms or our enforcement of the Agreement; (ii) any Cradlepoint policy or practice and/or our enforcement thereof; (iii) the content available through the Location Services or any change in content provided through the Location Services; (iv) Customer's ability to access and/or use the Location Services; and (v) the amount or types of fees, applicable taxes, or billing methods, or any change to such fees, applicable taxes, or billing methods.

8.2 .

8.3 Upon any termination or cancellation of this Agreement, Customer acknowledges and agrees that: (i) Customer will be entitled to a refund for any amount pre-paid for the Subscription but not used Customer's obligation to pay any balance due, shall survive any such termination or cancellation; (ii) Cradlepoint will not disable and Customer will be solely responsible for disabling the GPS functionality on Customer's Registered Devices; and (iii) Customer's access to Subscriber Data will immediately terminate.

9. CUSTOMER'S WARRANTIES

9.1 Customer represents and warrants to Cradlepoint that: (i) Customer has the authority to agree to the terms and conditions specified in this Agreement on behalf of Customer, (ii) Customer's use of the Location Services will be solely for Customer's commercial and lawful use and for no other purpose, (iii) Customer or Customer's licensors own all right, title, and interest in and to the Subscriber Data, and (ii) Customer has all rights in the Subscriber Data necessary to grant the rights contemplated by this Agreement and Customer's license to the Location Services.

CLIENT SOFTWARE LICENSE TERMS AND CONDITIONS

To access the Services, Customer will need to download and install Client Software. Client Software and any accompanying documentation is licensed and not sold and is protected by copyright laws and treaties, as well as laws and treaties related to other forms of intellectual property. Cradlepoint owns intellectual property rights in the Client Software. Customer's license to download, use and/or copy the Client Software is subject to these rights and to all the terms of conditions of this license ("License"). The terms and conditions of this License are in addition to and not in substitution of the terms and conditions of the Agreement. Reference to Section numbers below are to Section number in this License only unless otherwise specified.

1. LICENSE GRANT

1.1 Access to the Service, or portion thereof, requires that Customer download and install directly, or download, distribute and install programmatically, certain Client Software applications. Subject to Customer's compliance with all of the terms and conditions of the Agreement and this License, Cradlepoint hereby grants Customer a limited, personal, non-sublicensable, non-transferable, non-exclusive license to internally use the Client Software only in accordance with any accompanying documentation, and only as required to access the Services in accordance with this License.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, and will not permit any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Client Software,

documentation or data related to the Client Software (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Client Software, except as expressly permitted herein; sublicense, sell, resell, transfer, assign or distribute or otherwise commercially exploit or make available in any way to any third party any portion of the Client Software; use the Client Software other than in accordance with this License and in compliance with all applicable laws and regulations.

2.2 Customer will cooperate with Cradlepoint in connection with the performance of this License by making available such personnel and information as may be reasonably required, and taking such other actions as Cradlepoint may reasonably request. Customer will also cooperate with Cradlepoint in establishing a password or other procedures for verifying that only designated users have access to any administrative functions of the Service.

2.3 Except as otherwise authorized by law, the conduct of litigation in which the United States, an agency, or officer thereof is a party, or is interested, and securing evidence therefor, is reserved to officers of the Department of Justice, under the direction of the Attorney General.

2.4 Customer will be responsible for maintaining the security of Customer's account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer's account with or without Customer's knowledge or consent.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 Except as expressly set forth herein, Cradlepoint alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Client Software or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Client Software, which are hereby assigned to Cradlepoint. Customer will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this License. This License is not a sale and does not convey to Customer any rights of ownership in or related to the Client Software, or any intellectual property rights.

3.2 Customer retains all right, title and interest (including, without limitation, sole ownership of) all content and data provided by or on behalf of Customer or distributed through the Service ("Content") and the intellectual property rights with respect to that Content. If Cradlepoint receives any notice or claim that any Content, or activities hereunder with respect to any Content, may infringe or violate rights of a third party or any applicable law or regulation (a "Claim"), Cradlepoint shall pursue its rights under the Contract Disputes Act or other applicable Federal statute .

4. TERMINATION

4.1 This License shall continue until terminated in accordance with this Section 4.

4.2 Customer may terminate this License at any time upon written notice to Cradlepoint as Customer's sole right and remedy with respect to any dispute with Cradlepoint under this License.

4.3 Intentionally Left Blank.

4.4 Customer's access to the Service, and any licenses granted hereunder, shall terminate upon any termination of this License. All sections of this License, which by their nature should survive termination, will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability. In addition, the following Sections will survive any termination of this License: 2, 3, 4, and 6.

5. CLIENT SOFTWARE SECURITY

5.1 Cradlepoint represents and warrants that it will not knowingly include, in any Cradlepoint software released to the public and provided to Customer hereunder, any computer code or other computer instructions, devices or techniques, including without limitation those known as disabling devices, Trojans, or time bombs, that are intentionally designed to disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including its security or user data. If, at any time, Cradlepoint fails to comply with the warranty in this Section, Customer may promptly notify Cradlepoint in writing of any such non-compliance. Cradlepoint will, within ten (10) days of receipt of such written notification, either correct the non-compliance or provide Customer with a plan for correcting the non-compliance. If the non-compliance is not corrected or if a reasonably acceptable plan for correcting them is not established during such period, Customer may terminate this License as Customer's sole and exclusive remedy for such non-compliance.

6. WARRANTY DISCLAIMER

6.1 EXCEPT AS SET FORTH IN SECTION 5 ABOVE, THE SERVICE, CLIENT SOFTWARE AND CRADLEPOINT PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS LICENSE ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. ANY USE OF THE SERVICE AND/OR CLIENT SOFTWARE IS DONE AT CUSTOMER'S SOLE RISK AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE, LOSS OR EXPENSE INCURRED AS A RESULT OF OR ARISING OUT OF CUSTOMER'S USE OF THE SERVICE AND/OR CLIENT SOFTWARE. CRADLEPOINT AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

6.2 IF THE CLIENT SOFTWARE OR SERVICE DOES NOT MEET CUSTOMER'S REQUIREMENTS OR PROVIDE FUNCTIONALITY AND PERFORMANCE TO CUSTOMER'S SATISFACTION, CUSTOMER AGREES THAT CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO CANCEL CUSTOMER'S SUBSCRIPTION TO THE SERVICE AND TERMINATE THIS LICENSE AS SET FORTH IN SECTION 4 OF THIS LICENSE. THE REMEDIES PROVIDED HEREIN ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES.

CRADLEPOINT, INC _____

Customer: _____

By: _____

By: _____

Name: Valerie Heusinkveld _____

Name: _____

Title: CFO _____

Title: _____

Date: _____

Date: _____

Address: _____

CRADLEPOINT WARRANTY AND SUPPORT

Cradlepoint Warranty

CRADLEPOINT NETCLOUD PACKAGE LIMITED LIFETIME HARDWARE WARRANTY

<https://customer.cradlepoint.com/s/article/cradlepoint-warranty>

All hardware products sold as components of Cradlepoint NetCloud Packages (including MC400 modems and docks) include a limited warranty against defects in materials and workmanship through Last Date of Support when used in accordance with Cradlepoint's product documentation and provided the hardware products are under a continuous, fully paid-up subscription license to NetCloud Manager services. Cradlepoint's limited hardware product warranty is non-transferable and extends only to the original purchaser of the products from an Authorized Cradlepoint Partner. You may refer to Cradlepoint's End of Life Policy for Last Date of Support dates:

<https://customer.cradlepoint.com/s/article/End-of-Life-EOL-Policy-Guidelines>. Notwithstanding the foregoing, antennas, batteries and power supplies include a limited warranty against defects in materials and workmanship to the original purchaser for a period of one (1) year from the date of shipment, regardless of whether it is sold as a component of a NetCloud Package. Cradlepoint's warranty is limited to a repair or replacement of the hardware product, at Cradlepoint's discretion, as original purchaser's sole and exclusive remedy. Cradlepoint does not warrant that the operation of the hardware product will meet original purchaser's requirements or be error free. This warranty does not cover any failure of the product due to normal wear and tear, misuse, including but not limited to use in other than a normal and customary manner, in accordance with Cradlepoint's instructions for use and maintenance of the product, accident, modification or adjustment, acts of God, improper ventilation, or damage resulting from liquid. THE SPECIFIC WRITTEN WARRANTIES SET FORTH IN THIS WARRANTY STATEMENT ARE IN LIEU OF ANY OTHER WARRANTIES WHATSOEVER. EXCEPT AS SET FORTH HEREIN, CRADLEPOINT DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE HARDWARE PRODUCTS, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. To obtain warranty service, the original purchaser must first call Cradlepoint for a Return Materials Authorization ("RMA") number, then return the properly packaged product to Cradlepoint for repair or replacement as required.

DISCLAIMER AND LIMITATION OF LIABILITY THE REMEDIES PROVIDED HEREIN ARE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES. CRADLEPOINT AND ITS AFFILIATES HEREBY SPECIFICALLY DISCLAIM LIABILITY FOR ANY AND ALL: (A) DIRECT, INDIRECT, SPECIAL, GENERAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION FOR LOSS OF PROFITS OR REVENUE OR OF ANTICIPATED PROFITS OR REVENUE ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT, EVEN IF CRADLEPOINT AND/OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF SUCH DAMAGES ARE FORESEEABLE; OR (B) CLAIMS BY ANY THIRD PARTY. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CRADLEPOINT AND/OR ITS AFFILIATES ARISING UNDER OR IN CONNECTION WITH THE PRODUCT, HOWEVER ARISING, REGARDLESS OF THE NUMBER OF EVENTS, OCCURRENCES, OR CLAIMS GIVING RISE TO LIABILITY, EXCEED THE PRICE PAID BY THE ORIGINAL PURCHASER OF THE PRODUCT. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT REGARDLESS OF WHETHER THE REMEDIES HEREUNDER ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Cradlepoint's warranty is subject to change without notice and does not represent any commitment on the part of Cradlepoint or its affiliates. This warranty shall be governed by the laws of the State of Idaho and the parties irrevocably submit to the exclusive jurisdiction of the courts of the State of Idaho.

End of Life (EOL) Policy

<https://customer.cradlepoint.com/s/article/End-of-Life-EOL-Policy-Guidelines>

This document provides End of Life policy information for Cradlepoint products and services.

Navigation

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Introduction

Cradlepoint products and services go through a defined product lifecycle and eventually reach their end of life (“EOL” or “End-of-Life”). A Cradlepoint product/service may enter the End-of-Life process for a variety of reasons, including but not limited to: availability of newer, more technologically advanced products, market demand, or component availability. Any Cradlepoint product/service to be discontinued will be announced and identified on the Cradlepoint website six months prior to its End-of-Sale date*. This End-of-Life announcement outlines important milestones for Cradlepoint products and/or services which are in the process of becoming discontinued. **Discontinued products are removed from the price list and are no longer available for purchase after the End-of-Sale date.*

Milestones

- **End-of-Life Announcement Date:** The date at which Cradlepoint announces to the general public the End-of-Sale and End-of-Life for Cradlepoint solutions.
- **End-of-Sale Date:** The last date to order and ship the solution through Cradlepoint Channel Partners (typically 6 months after End-of-Life announcement date).
- **End of Software Release:** Generally, NetCloud OS (NCOS, router software) releases will continue through the supported life of the product until Last Date of Support. However, based on technical limitations or other limiting factors, and at the sole discretion of Cradlepoint, endpoints may stop receiving NCOS or modem firmware updates for embedded modems following End of Sale but prior to Last Date of Support.
- **Last Date of Support (End-of-Life)*:** The date through which Cradlepoint will support the specified endpoint, this includes warranty and technical support (typically 5 years after End-of-Sale date).

**Support during the 5 years requires an active NetCloud Service Plan.*

End-of-Life Cradlepoint Products/Services

For a comprehensive list of EOL products and services, refer to [End of Life Cradlepoint Products/Services](#) .

Technical Support

Cradlepoint provides support for NetCloud Service, endpoints, modem software, and NCOS for an EOL product or service for a period of five (5) years after the End-of-Sale date for customers with a current NetCloud Service Plan or until the end of the applicable license(s) to that plan. Customers must have a current and fully paid subscription to a NetCloud Service Plan to access the Cradlepoint Global Service and Support Department for technical assistance.

Embedded Modem Support

Modems may reach the end of their supported life before the associated endpoint in which they are embedded. Cradlepoint will continue to provide NCOS updates to ensure those modems still work within their associated platforms. However, external factors, such as changes in operator networks or discontinued module support, may cause these modems to have reduced functionality or to stop working. In these cases, the recommended action will be to replace the whole platform or, in the case of products with extensible modem functions (through a modem slot or expansion dock), replace with an updated modem.

Hardware Support

- Hardware support is provided as long as an active NetCloud Service Plan is maintained.
- Refer to [Cradlepoint Warranty](#).

NetCloud OS Lifecycle Policy

NCOS Lifecycle Policy Statement Keeping NetCloud OS (NCOS) software up to date is crucial to ensure the benefits of new features, enablement of required security enhancements, and to receive improved stability and performance during the lifespan of Cradlepoint NetCloud services. Bug fixes, new features and functionality will only be available on the latest version of NCOS. Cradlepoint has a policy to support NCOS, the software that resides on the Cradlepoint endpoints and is included in a NetCloud Service subscription. **NCOS versions older than 24 months will be unsupported. While NetCloud and NCOS functionality will remain active, to engage Cradlepoint support for assistance, customer will be required to upgrade to supported versions of NCOS.**

- Endpoints or Groups on an unsupported release of NCOS will continue to work as configured.
- NetCloud Manager will show a unsupported release of NCOS as "X.X.XX (Date **Unsupported**)".
 - While Cradlepoint will not deliberately remove any functionality; no testing of unsupported versions of NCOS will be conducted. Any loss of features or functionality will require a NCOS update to restore functionality.
 - Because unsupported versions of NCOS are no longer tested, any issues that occur on unsupported versions of NCOS that require assistance from Cradlepoint Global Services and Support will require a NCOS update prior to support engagement.
 - Customers and partners should follow documented [best practices](#) when migrating from older versions of NCOS to new versions.
- Last supported releases of NCOS for EOL products are not subject to this policy until the device's End of Support date.
 - Security patches will be made to older NCOS versions, if it is the last supported version for an affected platform.

NCOS State Definitions:

- **Supported:** Currently supported version of NCOS; NCOS that are within 24 months of their release date.
- **Unsupported:** NCOS versions are outside of 24 months since release. These are versions of NCOS that are still available for use within NCM and the hardware. However, no testing of unsupported versions of NCOS will be conducted. Any loss of features or functionality will require a NCOS update to restore functionality.
- **Deprecated:** NCOS versions that are removed from use in NCM. This could be for technical reasons such as critical defects.

Refer to the [NCOS Lifecycle FAQ](#) for more information on the NetCloud OS Lifecycle Policy.

Renewal

- Customers may renew products not covered under an active NetCloud Service Plan, if the product is eligible, by contacting their Cradlepoint authorized partner or servicerenewal@cradlepoint.com.
- NetCloud Subscription renewal will generally be available until the last year of support for the product but may not extend beyond the Last Date of Support.
- For customers who have active NetCloud Subscriptions but are nearing the end of their subscription term, refer to [Processing a Subscription Renewal](#).

These Policy Guidelines are subject to change by Cradlepoint without notice.

DELL EULA



Dell Enterprise License Agreement

- 1. General.** This Enterprise License Agreement ("ELA") sets forth the legal agreement between _____ and its affiliates who are legally bound by these terms ("Customer") and Dell Products L.P. or Dell Global B.V. (Singapore Branch) on behalf of Dell Inc. and its worldwide affiliates ("Company"). Customer and Dell are each referred to individually as a "party" and collectively as the "parties." The "Software" shall mean collectively the software program described in Exhibit A, the associated media, printed materials, online or electronic documentation, and any copies thereof. Customer acknowledges and agrees that the license provided herein is being granted in consideration of the payment required under Exhibit A. Whenever the Customer is the U.S. Federal Government, or any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other activity with the U.S. Federal Government, the terms and conditions with respect to Customer's use and disclosure of the Software and Documentation shall be set forth in an attached Exhibit B.
- 2. License.** Subject to the terms, conditions and limitations of this ELA and timely payment by Customer of the amounts due under Exhibit A, Dell hereby grants Customer a limited, nonexclusive, nontransferable, non-assignable license, without rights to sublicense, to (A) install or have installed, display and use the Software (in object code only) only on as many computers, devices and/or in such configurations as Customer is expressly entitled under Exhibit A, and (B) only for such period as Customer are entitled under Exhibit A. The terms and conditions of this ELA will govern use of the Software and any upgrades, updates, patches, hotfixes and/or additional versions of the Software provided by Dell, at Dell's sole discretion, that replace and/or supplement the original Software (collectively, "Update"), unless such Update is accompanied by or references a separate license agreement, in which case the terms and conditions of that agreement will govern. If this ELA governs Customer's use of an Update, such Update shall be considered Software for purposes of this ELA. Unless earlier terminated as provided herein, the term of each individual license granted under this ELA begins on the date of execution by Customer of this ELA, and continues only for such period as indicated in Exhibit A. Each party recognizes that Dell grants no licenses except for the license expressly set forth herein.
- 3. License Limitations.** Customer may not copy the Software except for a reasonable number of copies solely as needed for backup or archival purposes or as otherwise expressly permitted in in Section 2 "License" above. Customer may not modify or remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary notices or markings on or in the Software. The rights granted herein are limited to Dell's and its licensors' and suppliers' intellectual property rights in the Software and do not include any other third party's intellectual property rights. If the software was provided to Customer on removable media (e.g., CD, DVD, or USB drive), Customer may own the media on which the Software is recorded but Dell, Dell's licensor(s) and/or supplier(s) retain ownership of the Software itself and all related intellectual property rights. Customer is not granted any rights to any trademarks or service marks of Dell. This ELA does not apply to any third party software that is not included as part of the Software or addressed in Exhibit A. The use of any other software, including any software package or file, whether licensed to Customer by Dell or by a third party, is subject to the terms and conditions that come with or are associate with such software.
- 4. Rights Reserved.** THE SOFTWARE IS LICENSED, NOT SOLD. Except for the license expressly granted in this ELA, Dell, on behalf of itself and its licensors and suppliers, retains all right, title, and interest in and to the Software and in all related content, materials, copyrights, trade secrets, patents, trademarks, derivative works and any other intellectual and industrial property and proprietary rights, including registrations, applications, renewals, and extensions of such rights (the "Works"). The rights in these Works are valid and protected in all forms, media and technologies existing now or hereinafter developed and any use other than as contemplated herein, including the reproduction, modification, distribution, transmission, adaptations, translation, display, republication or performance of the Works, except as specifically permitted herein, is strictly prohibited. Dell, on behalf of itself and its licensors and suppliers, retains all rights not expressly granted herein.
- 5. Restrictions.** Except as otherwise provided herein or expressly agreed by Dell, Customer may not, and will not allow a third party to: (A) sell, lease, license, sublicense, assign, distribute or otherwise transfer or encumber in whole or in part the Software; (B) provide, make available to, or permit use of the Software in whole or in part by, any third party, including contractors, without Dell's prior written consent, unless such use by the third party is subject to the terms and conditions of this ELA and Customer is liable for any breach of this ELA by such third party; (C) copy, reproduce, republish, upload, post, transmit or distribute the Software in any way; (D) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code (or underlying ideas, algorithms, structure or organization) from the Software program, in whole or in part; (E) modify or create derivative works based upon the Software; (F) use the Software on a service bureau, rental or managed services basis or permit other individuals or entities to create Internet "links" to the Software or "frame" or "mirror" the Software on any other server or wireless or Internet-based device; or (G) use the Software to create a competitive offering. Customer may not, and will not allow a third party to, use the Software program in excess of the number of licenses expressly authorized by Exhibit A. In addition, Customer may not share the results of any benchmarking activities without Dell's prior written consent.
- 6. Compliance.** Customer will certify in writing, upon reasonable request by Dell, Customer's compliance with the terms of this ELA, indicating the number of Software licenses deployed at that time. Customer grants Dell or an agent selected by Dell, the right to perform an audit of Customer's compliance with this ELA during normal business hours. Customer agrees to cooperate and provide Dell with all records reasonably related to Customer's compliance with this ELA. If, as a result of the audit, a deficiency of greater than five percent (5%) is found in the licensee fees paid, then Customer shall bear the total cost of the audit, in addition to any other liabilities Customer may have.
- 7. Support and Subscription Services Not Included.** Dell does not provide any maintenance or support services under this ELA. Maintenance and support services, if any, are provided under a separate agreement. Additionally, this ELA, in and of itself, does not entitle Customer to any Updates at any time in the future.
- 8. Termination.** Dell may terminate this ELA immediately and without prior notice if Customer fails to comply with any term or condition of this ELA or if Customer fails to timely pay for the licenses to the Software. In addition, Dell may terminate any license associated with Software distributed for free at any time in its sole discretion. In the event of termination of this ELA, all licenses granted hereunder shall automatically terminate and Customer must immediately cease use of the Software and return or destroy all copies of the Software. The parties recognize and agree that their obligations under Sections 4, 5, 11, 12, 13, 15, 16, 18 and 19 of this ELA, as well as obligations for payment, survive the cancellation, termination, and/or expiration of this ELA and/or the license granted hereunder.
- 9. Export, Import and Government Restrictions.** Customer is advised that the Software is subject to U.S. export laws as well as the laws of the country where it is delivered or used. Customer agrees to abide by these laws. Under these laws, the Software may

DELL CONFIDENTIAL

not be sold, leased, or transferred to restricted countries (currently Cuba, Iran, North Korea, Sudan and Syria), restricted end-users, or for restricted end-uses. Customer specifically agrees that the Software will not be used for activities related to weapons of mass destruction, including but not limited to, activities related to the design, development, production or use of nuclear materials, nuclear facilities, or nuclear weapons, missiles or support of missile projects, or chemical or biological weapons. Customer understands that certain functionality of the Software, such as encryption or authentication, may be subject to import restrictions in the event Customer transfers the Software from the country of delivery and Customer is responsible for complying with applicable restrictions.

10. **Limited Warranty.** Dell has the right to grant the licenses to the Software, and such Software will substantially conform in material respects to the functional specifications and current documentation provided by Dell with the Software. This limited warranty is not transferable and extends only for thirty (30) days from the date of delivery of the Software. This limited warranty does not cover damages, defects, malfunctions or failures caused by any unauthorized modification by Customer, or Customer's agents, of the Software, any abuse, misuse or negligent acts of Customer, modification by Customer of any interfaces or any software or hardware interfacing with the Software, or any failure by Customer to follow Dell's installation, operation or maintenance instructions. EXCEPT FOR THE PRECEDING EXPRESS LIMITED WARRANTY, DELL MAKES, AND CUSTOMER RECEIVES, NO OTHER WARRANTIES RELATED TO THE SOFTWARE WHETHER EXPRESS, IMPLIED OR STATUTORY, AND DELL SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DELL DOES NOT WARRANT THAT THE FUNCTIONS OF THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE SOFTWARE AND THE RESULTS ACHIEVED. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND DELL'S ENTIRE LIABILITY FOR BREACH OF THE WARRANTIES PROVIDED HEREIN, IS FOR DELL, AT ITS SOLE DISCRETION, TO EITHER USE COMMERCIAL REASONABLE EFFORTS TO REMEDY ANY NON-CONFORMANCE OR TO PROVIDE A REFUND OF THE LICENSE FEES PAID BY CUSTOMER TO DELL FOR THE SOFTWARE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CUSTOMER MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED -- ANY SUCH WARRANTY EXTENDS ONLY FOR THIRTY (30) DAYS FROM THE DATE OF DELIVERY OF THE SOFTWARE.

11. **Limitation of Liability.** DELL WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS ELA AND/OR THE SOFTWARE. DELL SHALL HAVE NO LIABILITY FOR THE FOLLOWING: (A) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS, (B) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK(S), OR THE RECOVERY OF SUCH, (C) LOSS OF BUSINESS OPPORTUNITY, (D) BUSINESS INTERRUPTION OR DOWNTIME, (E) LOSS OF GOODWILL OR REPUTATION, OR (F) SOFTWARE NOT BEING AVAILABLE FOR USE OR THE PROCUREMENT OF SUBSTITUTE SOFTWARE OR GOODS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS ELA, DELL'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS ELA AND/OR THE SOFTWARE SHALL NOT

EXCEED THE TOTAL AMOUNT RECEIVED BY DELL FOR THE PARTICULAR SOFTWARE GIVING RISE TO SUCH CLAIM(S). THIS PARAGRAPH SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS OR LIABILITY FOR MISAPPROPRIATION OR INFRINGEMENT OF DELL'S INTELLECTUAL PROPERTY. DELL SHALL NOT BE LIABLE TO CUSTOMER FOR ANY CLAIM BROUGHT MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION FOR SUCH CLAIM FIRST AROSE.

The foregoing limitations, exclusions and disclaimers shall apply, regardless of whether the claim for such damages is based in contract, warranty, strict liability, negligence, tort or otherwise, for any claim. Insofar as applicable law prohibits any limitation on liability herein, the parties agree that such limitation will be automatically modified, but only to the extent so as to make the limitation compliant with applicable law. The parties agree that the limitations on liabilities set forth herein are agreed allocations of risk and such limitations will apply notwithstanding the failure of essential purpose of any limited remedy and even if a party has been advised of the possibility of any such liability.

12. **Indemnification.** Dell shall defend and indemnify Customer against any third-party claim or action that the Software (specifically excluding third-party and open source software) infringes or misappropriates that third party's patent, copyright, trade secret, or other intellectual property rights ("Indemnified Claims"). In addition, if Dell receives prompt notice of an Indemnified Claim that, in Dell's reasonable opinion, is likely to result in an adverse ruling, then Dell shall at its sole discretion, (A) obtain a right for Customer to continue using such Software; (B) modify such Software; (C) replace such Software with a non-infringing substitute; or (D) provide a reasonable depreciated or pro rata refund for the allegedly infringing Software. Notwithstanding the foregoing, Dell shall have no obligation under this Section for indemnified Claims resulting or arising from: (i) modifications of the Software that were not performed by or on behalf of Dell; (ii) the operation, use, or combination with a third-party product, software or service (the combination of which causes the claimed infringement) of the Software; or (iii) Dell's compliance with Customer's specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Customer (collectively, "Excluded Indemnified Claims"). Dell's duty to indemnify and defend is contingent upon: (a) Customer providing Dell with prompt written notice of the third-party claim or action, (b) Dell having the right to solely control the defense and settlement of such claim or action, and (c) Customer's cooperation with Dell in defending and resolving such claim or action. This section states Customer's exclusive remedies for any third-party intellectual property claim or action, and nothing in this ELA or elsewhere will obligate Dell to provide any greater indemnity to Customer. Customer, at Customer's expense, shall defend and indemnify Dell against any claim, action or proceeding brought against Dell which arises from or is in any manner connected with Excluded Indemnified Claims.
13. **Confidentiality.** Customer agree to: (A) refrain from using Confidential Information except as necessary to exercise the rights herein and (B) use best efforts to preserve and protect the confidentiality of the Confidential Information. "Confidential Information" means any oral, written, graphic or machine-readable information disclosed by Dell that is (i) identified as confidential; (ii) designated in writing to be confidential or proprietary; or (iii) should be reasonably understood to be confidential. Confidential Information includes the Software and its trade secrets, including but not limited to source code, the development status of the Software, the appearance, content and flow of the user interface of the Software, and the content and documentation of the Software. Confidential information does not include information that is (a) publicly available other than through a breach of this ELA; (b)

known to Customer prior to such disclosure, or (c) subsequently lawfully obtained by Customer from a third party that has no obligations of confidentiality. Customer agrees that, without Dell's prior written consent, Customer will not grant access to any Dell Confidential Information to any persons or entities except for Customer's employees and agents who have a business need to have such access and who are obligated to maintain the confidentiality thereof as set forth herein. In some, limited circumstances, Dell may need to engage a third party to fulfill its obligations to Customer under this license. By using this software Customer agrees that Dell may provide Customer's information to such third party for that purpose. Any feedback or other information that is provided to Dell relating to the Software or this ELA shall be considered Dell Confidential Information. Such feedback shall be treated by Dell on a non-confidential and unrestricted basis, and Dell shall have full rights, title and ownership of such feedback.

14. **Open Source and Third Party Software.** A portion of the Software may contain or consist of open source or third party software, which Customer may use under the terms and conditions of the specific license under which the open source or third party software is distributed. THIS OPEN SOURCE AND THIRD PARTY SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. AS IT RELATES TO ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH OPEN SOURCE OR THIRD PARTY SOFTWARE, DELL SHALL HAVE NO LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES. Under certain open source software licenses, Customer is also entitled to obtain the corresponding source files. Customer may find corresponding source files for the Software at <http://opensource.dell.com> or other locations that may be specified to Customer by Dell.
15. **Jurisdiction/Injunction.** This ELA is governed by the laws of the State of Texas, U.S.A. without regard to conflict of law principles. The United Nations Convention for the International Sale of Goods shall not apply. Customer agrees that money damages would be an inadequate remedy for Dell in the event of a breach or threatened breach by Customer of the provisions set forth in this ELA; therefore, in the event of a breach or threatened breach of any such provisions, Dell may, in addition to any other remedies afforded to it by law or equity, immediately obtain and enforce an injunction from any court of law or equity prohibiting Customer from

breaching such provisions. All rights and remedies afforded Dell by law shall be cumulative and not exclusive. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING DIRECTLY OR INDIRECTLY OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OR BREACH OF THIS ELA, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED AMONG THEM.

16. **No Waiver.** No waiver of breach or failure to exercise any option, right, or privilege under the terms of this ELA on any occasion shall be construed to be a waiver of a subsequent breach or right to exercise any option, right, or privilege.
17. **No Assignment.** Customer may not assign or transfer Customer's interests, rights or obligations under this ELA by written agreement, merger, consolidation, operation of law or otherwise, without the prior written consent of an authorized executive officer of Dell. Any attempt to assign this ELA by Customer shall be null and void.
18. **Entire Agreement.** Unless Customer has entered into another written agreement with respect to the Software which has been signed by Customer and an authorized representative of Dell and which conflicts with the terms of this ELA, Customer agrees that this ELA supersedes all prior written or oral agreements, warranties or representations, including any and all other click-wrap, shrink-wrap or similar licenses or agreements, with respect to the Software. No amendment to or modification of this ELA, in whole or in part, will be valid or binding unless it is in writing and executed by authorized representatives of both parties. If any term of this ELA is found to be invalid or unenforceable, the remaining provisions will remain effective. Customer agrees that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter shall not apply to the terms and conditions of this ELA. Customer represents that it has read this ELA, has had the opportunity to review it with local counsel, understands it, and agrees to be bound by all terms and conditions stated herein.
19. **Notices.** Notice to Dell under this ELA must be in writing and sent to the address below or to such other address (including facsimile or e-mail) as specified in writing, and will be effective upon receipt.

Dell Inc., Attn: Dell Legal
One Dell Way, Round Rock, Texas 78682

By the signature of the duly authorized representative below, Dell and Customer, intending to be legally bound, agree to all of the provisions of this Agreement.

ACCEPTED AND AGREED TO BY:

[U.S. Government Agency]
Signature
Name
Position
Date

Dell Marketing LP	
Signature	Digitally signed by Dennis J Daley DN: c=US, o=DST ACES Business Representative, ou=DELL, cn=Dennis J Daley 1.3.256.1.9.200300.100.1.1-001E4733000 00FE24E28240000002A Date: 2012.07.08 10:23:03 -0500
Name	Dennis J. Daley
Position	Contracts Sr. Consultant
Date	April 20, 2012

Exhibit A

Description of Licensed Software

1. Operating, diagnostics and other software for Dell-branded information technology products, including, but not limited to the following named Dell product lines:
 - AppAssure
 - Compellent
 - KACE
 - EqualLogic
 - Force 10
 - SonicWall
 - Wyse
2. Use of the software is subject to the terms and conditions of the Dell Enterprise License Agreement to which this Exhibit A is attached ("ELA").
3. Purchase of the software is subject to the terms and conditions of Exhibit B of the ELA.

Exhibit B

Terms & Conditions Applicable to the Purchase or Use of Licensed Software by the U.S. Government

1. This Section applies whenever the Customer is the U.S. Federal Government, or any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other activity with the U.S. Federal Government. In such case, the terms and conditions of this Exhibit B shall pertain to the Customer's use and disclosure of the Software and Documentation, and shall supersede any conflicting contractual terms or conditions. To the extent that it is held by a court or board of competent jurisdiction that any part of any provision of the ELA is invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of said license agreement.
2. The software and 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. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the software and documentation with only those rights set forth herein. Sections 13 and 16 of this ELA shall not apply to the U.S. Federal Government but shall continue to apply to prime contractors and subcontractors of the U.S. federal government. Disputes with the U.S. Federal Government shall be subject to resolution pursuant to the Contract Disputes Act of 1978, as amended. All other provisions of this ELA remain in effect as written.
3. Purchase of Software licenses is subject to the terms and conditions of (a) U.S. General Services Administration Multiple Award Schedule 70 Contract GS-35F-4076D; or (b) other such U.S. Government Federal Acquisition Regulation Part 12 Commercial Item prime and/or subcontracts in which the Dell Enterprise License Agreement to which this Exhibit B is attached is incorporated either in its entirety or by reference, and all Delivery Orders and Task Orders issued thereunder which include the Exhibit A software.
4. Use of the software is subject to the terms and conditions of the Dell Enterprise License Agreement to which this Exhibit B is attached.
5. Listed below are changes to the Dell Enterprise License Agreement applicable to the purchase of licensed Software by the United States Government.

ELA Section

1. **General.** The definition of "Company" is Dell Products L.P. on behalf of Dell Marketing L.P. and / or Dell Federal Systems L.P.
2. **License.** In the event a separate license agreement accompanies or is referenced by an Update, the U.S. Government shall have a right, prior to delivery of the Update, to review such license agreement before accepting the terms and conditions contained therein.
3. **License Limitations.** The language "to which the U.S. Government will have a right to review before agreement to such terms and conditions" is added to the last sentence.
5. **Restrictions.** In subsection (B), the phrase "and Customer is liable for any breach of this ELA by such third party" is deleted. The Government has no liability to third-parties under this ELA.
6. **Compliance.** This provision in the ELA is deleted and replaced with the following:

"Customer will certify in writing, upon reasonable request by Dell, Customer's compliance with the terms of this ELA, indicating the number of Software licenses deployed at that time. Customer grants Dell or an agent selected by Dell, the right to perform an audit of Customer's compliance with this ELA during normal business hours and in a manner that does not interfere unreasonably with your operations. Any auditor selected by Dell or an agent of Dell is subject to approval of the Government, which shall not be unreasonably withheld. As an alternative, Dell may require Customer to accurately complete a self-audit relating to the Software. In the event the audit finds a deficiency of greater than five percent (5%) in the licensee fees paid, then such shall be considered a change and resolved under the Changes clause of the applicable contract (FAR 52.212-4(c)). And in the event such a change

cannot be negotiated in a commercially reasonable time, the same shall be considered a dispute under Contract Disputes Act of 1978, as amended ("CDA")."

8. **Termination.** The termination provision is deleted and replaced with the following:
"This ELA and the license granted to Customer to use the Software hereunder shall be terminated (i) by Company, if such remedy is granted after conclusion of the Contract Disputes Act dispute resolution process or if such remedy is otherwise available to Company under United States federal law; or (ii) by Customer, at its option in accordance with FAR 52.212-4. Upon any termination, Customer shall promptly return the Software and any copies thereof in any form. Company will not have any obligation to refund any portion of any license fee upon the termination of this ELA if after the Contract Disputes Act dispute resolution process a Court or administrative board determines that the End User materially breached any provision of this ELA. Sections 4, 5, 11, 12, 13, 15, 16, 18, 19 of this ELA, as well as Exhibit A payment obligations, shall survive termination, cancellation, and/or expiration of this ELA and/or the license granted hereunder."
11. **Limitation of Liability.** The language in this Section 11 is deleted and replaced with the following:
"IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SIMILAR DAMAGES OF ANY KIND ARISING UNDER OR IN ANY WAY RELATED TO THE SOFTWARE OR THIS ELA. EXCEPT AS IT RELATES TO INDEMNIFICATION FOR INFRINGEMENT REFERENCED IN SECTION 12 IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING UNDER OR IN ANY WAY RELATED TO THE SOFTWARE OR THIS ELA EXCEED THE AGGREGATE LICENSE FEES PAID FOR THE LICENSE GRANTED HEREUNDER, EXCLUDING REPROCUREMENT COSTS. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM OF ANY CLAIM HEREUNDER, WHETHER FOR BREACH OF ANY WARRANTY, FOR BREACH OR REPUDIATION OF ANY OTHER TERM OR CONDITION OF THIS AGREEMENT OR ANY RELATED WRITING, FOR NEGLIGENCE, ON THE BASIS OF STRICT LIABILITY, OR OTHERWISE. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to Company's Multiple Award Schedules Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733."
12. **Indemnification.** Subparagraph (b) of this section is deleted and replaced with the following:

"(b) Dell having the right to solely control the defense and settlement of such claim or action provided that for the U.S. Government the control of the defense is subject to 28 USC 516."

The last sentence of this section, "Customer, at Customer's expense, shall defend and indemnify Dell against any claim, action or proceeding brought against Dell which arises from or is in any manner connected with Excluded Indemnified Claims" is deleted.
15. **Jurisdiction/Injunction.** This section does not apply to the Government, but shall apply to prime and subcontractors to the Government. Disputes with the Government shall be subject to resolution pursuant to the CDA.
17. **No Assignment.** This paragraph is deleted and number 17 is marked "Reserved."
18. **Entire Agreement.** The language in this Section 18 is deleted and replaced with the following:
"This ELA (a) constitutes the entire agreement between the parties with respect to the licensing of the Software and supersedes any prior negotiations, proposals, representations and agreements relating specifically thereto; (b) may only be changed by a writing signed by the parties specifically referencing this ELA; (c) shall be interpreted in accordance with the federal laws of the United States of America; and (d) is not assignable, in whole or in part, by either party. Any prohibited assignment is null and void. Failure by either party to enforce any term hereof shall not be deemed a waiver. All claims arising out of or relating to this ELA shall be resolved in accordance with the Contracts Disputes Act of 1978. In the event any provision of this EULA is declared invalid, the remainder shall continue in binding effect."

**EMC EULA
WARRANTY & MAINTENANCE TERMS**

End User Software License Agreement For Use with GSA Schedule 70

_____, located at _____, (“Licensor”), and _____, with a principal place of business at _____ (“Customer”), agree that this End User Software License Agreement (“EULA”) shall govern any Software listed on an Order accepted by Licensor after the date of last signature below (the “Effective Date”).

1. DEFINITIONS.

A. “Documentation” means the then-current, generally available, written user manuals and online help and guides for Products provided by LICENSOR.

B. “Products” mean “Equipment” (which is the hardware delivered by LICENSOR to Customer) and/or “Software” (which is any programming code provided by LICENSOR to Customer as a standard product, also including microcode, firmware and operating system software).

C. “Product Notice” means the notice by which LICENSOR informs Customer of product-specific use rights and restrictions, warranty periods, warranty upgrades and maintenance (support) terms. Product Notices may be delivered in an LICENSOR quote, otherwise in writing and/or a posting on the applicable LICENSOR website, currently located at http://www.emc.com/products/warranty_maintenance/index.jsp

D. “Software Release” means any subsequent version of Software provided by LICENSOR after initial Delivery of Software, but does not mean a new Product.

E. “Eligible Ordering Activities” are those agencies and activities authorized under 552.238-78 Scope of Contract (Eligible Ordering Activities) and GSA Order ADM 4800.2G, February 16, 2011, to use GSA Schedule 70. An Eligible Ordering Activity is a “Customer”. Eligible Ordering Activities that are Executive agencies (as defined in FAR Subpart 2.1), including non-appropriated fund activities as prescribed in 41 CFR 101-26.000, are referred to as “Executive Customers”. All other Eligible Ordering Activities are referred to as “Other Customers”.

2. LICENSE TERMS.

A. General License Grant. LICENSOR grants to Customer a nonexclusive and nontransferable (except as otherwise permitted herein) license (with no right to sublicense) to use (i) the Software for Customer’s internal business purposes; and (ii) the Documentation related to Software for the purpose of supporting Customer’s use of the Software. Licenses granted to Customer shall, unless otherwise indicated on the LICENSOR quote, be perpetual and commence on Delivery of the physical media or the date Customer is notified of electronic availability, as applicable.

B. Licensing Models. Software is licensed for use only in accordance with the commercial terms and restrictions of the Software’s relevant licensing model, which are stated in the Product Notice and/or LICENSOR quote. For example, the licensing model may provide that Software is licensed for use solely (i) for a certain number of licensing units; (ii) on or in connection with certain equipment, or a CPU, network or other

hardware environment; and/or (iii) for a specified amount of storage capacity. Microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic functions, is licensed for use solely on such Equipment.

C. License Restrictions. All Software licenses granted herein are for use of object code only. Customer is permitted to copy the Software as necessary to install and run it in accordance with the license, but otherwise for back-up purposes only. Customer may copy Documentation insofar as reasonably necessary in connection with Customer’s authorized internal use of the Software. Customer shall not, without LICENSOR’s prior written consent (i) use Software in a service bureau, application service provider or similar capacity; or (ii) disclose to any third party the results of any comparative or competitive analyses, benchmark testing or analyses of LICENSOR Products performed by or on behalf of Customer; (iii) make available Software in any form to anyone other than Customer’s employees or contractors; or (iv) transfer Software to an Affiliate or a third party.

D. Software Releases. Software Releases shall be subject to the license terms applicable to Software.

E. Audit Rights. LICENSOR shall have the right to audit Customer’s usage of Software to confirm compliance with the agreed terms. Such audit is subject to reasonable advance notice by LICENSOR and shall not unreasonably interfere with Customer’s business activities. Customer will provide LICENSOR with the support required to perform such audit and will, without prejudice to other rights of LICENSOR, address any non-compliant situations identified by the audit by forthwith procuring additional licenses. If the Customer is an Executive Customer non-compliant situations are subject to paragraph 2.F. Disputes.

F. Disputes. For a EULA with an Executive Customer LICENSOR shall comply with FAR 52.212-4 (d) Disputes for requests for equitable adjustment, claims, appeals or actions arising under this EULA, including Executive Customer breaches of the terms governing use of the Software. EULA’s with Other Customers are not subject FAR 52.212-4 (d) Disputes.

G. Reserved Rights. All rights not expressly granted to Customer are reserved. In particular, no title to, or ownership of, the Software is transferred to Customer. Customer shall reproduce and include copyright and other proprietary notices on and in any copies of the Software. Unless expressly permitted by applicable mandatory law, Customer shall not modify, enhance, supplement, create derivative works from, reverse assemble, reverse engineer, decompile or otherwise reduce to human readable form the Software without the manufacturer’s prior

written consent, nor shall Customer permit any third party to do the same.

H. Other License Terms. If a particular Product is provided with a "clickwrap" agreement included as part of the installation and/or download process, or a "shrinkwrap" agreement included in the packaging for the Product, the terms of such clickwrap or shrinkwrap agreement shall, in case of conflict with the terms of this EULA, (i) prevail with regard to Products for which LICENSOR is not the licensor; and (ii) not prevail with regard to Products for which LICENSOR is the licensor.

3. PRODUCT WARRANTY.

A. Software Warranty. LICENSOR warrants that Software will substantially conform to the applicable Documentation for such Software and that any media will be free from manufacturing defects in materials and workmanship until the expiration of the warranty period. LICENSOR does not warrant that the operation of Software shall be uninterrupted or error free, that all defects can be corrected, or that Software meets Customer's requirements, except if expressly warranted by LICENSOR in its quote. Support Services for Software are available for separate purchase and the Support Options are identified at the Product Notice.

B. Warranty Duration. Unless otherwise stated on the LICENSOR quote, the warranty period for Products shall be as set forth at the Product Notice. Equipment warranty commences upon Delivery. Software warranty commences upon Delivery of the media or the date Customer is notified of electronic availability, as applicable. Equipment upgrades are warranted from Delivery until the end of the warranty period for the Equipment into which such upgrades are installed.

C. Customer Remedies. LICENSOR's entire liability and Customer's exclusive remedies under the warranties described in this section shall be for LICENSOR, at its option, to remedy the non-compliance or to replace the affected Product. If LICENSOR is unable to effect such within a reasonable time, then LICENSOR shall refund the amount paid by Customer for the Product concerned as depreciated on a straight line basis over a five (5) year period, upon return of such Product to LICENSOR. All replaced Products or portions thereof shall be returned to and become the property of LICENSOR. If such replacement is not so returned, Customer shall pay LICENSOR's then current spare parts price therefore. If the Customer is an Executive Customer, LICENSOR claims for non-returned Products are subject to paragraph 2.F. Disputes.

LICENSOR shall have no liability hereunder after expiration of the applicable warranty period.

D. Warranty Exclusions. Warranty does not cover problems that arise from (i) accident or neglect by Customer or any third party; (ii) any third party items or services with which the Product is used or other causes beyond LICENSOR's control; (iii) installation, operation or use not in accordance with LICENSOR's instructions or the applicable Documentation; (iv) use in an environment, in a manner or for a purpose for which the Product was not designed; (v) modification, alteration or repair by anyone other than LICENSOR or its authorized representatives; or (vi) in case of Equipment only, causes not attributable to normal wear and tear. LICENSOR has no obligation whatsoever for Software installed or used beyond the licensed use, for Equipment which was moved from the

Installation Site without LICENSOR's consent or whose original identification marks have been altered or removed. Removal or disablement of Equipment's remote support capabilities during the warranty period requires reasonable notice to LICENSOR. Such removal or disablement, or improper use or failure to use applicable Customer Support Tools shall be subject to a surcharge in accordance with LICENSOR's then current standard rates.

E. No Further Warranties. Except for the warranty set forth in this EULA, LICENSOR (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, WRITTEN OR ORAL. INsofar AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING WARRANTIES ARISING BY STATUTE, COURSE OF DEALING OR USAGE OF TRADE.

4. INDEMNITY. LICENSOR shall (i) defend Customer against any third party claim that a Product or Service infringes a patent or copyright enforceable in a country that is a signatory to the Berne Convention; and (ii) pay the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction or the amounts stated in a written settlement negotiated by LICENSOR. The foregoing obligations are subject to the following: Customer (a) notifies LICENSOR promptly in writing of such claim; (b)(1) if Customer is an entity for which the Department of Justice (DoJ) has the statutory right to exercise sole control over the defense, DoJ shall have that right, provided that DoJ shall consult appropriately with LICENSOR and/or EMC Corporation, and LICENSOR and/or EMC Corporation shall have the right to intervene through its own counsel and at its own expense; (b)(2) for all other Customers, Customer grants LICENSOR sole control over the defense and settlement thereof; (c) reasonably cooperates in response to an LICENSOR request for assistance; and (d) is not in material breach of this EULA. Should any such Product or Service become, or in LICENSOR's opinion be likely to become, the subject of such a claim, LICENSOR may, at its option and expense, (1) procure for Customer the right to make continued use thereof; (2) replace or modify such so that it becomes non-infringing; (3) request return of the Product and, upon receipt thereof, refund the price paid by Customer, less straight-line depreciation based on a five (5) year useful life for Products; or (4) discontinue the Service and refund the portion of any pre-paid Service fee that corresponds to the period of Service discontinuation. LICENSOR shall have no liability to the extent that the alleged infringement arises out of or relates to: (A) the use or combination of a Product or Service with third party products or services; (B) use for a purpose or in a manner for which the Product or Service was not designed; (C) any modification made by any person other than LICENSOR or its authorized representatives; (D) any modifications to a Product or Service made by LICENSOR pursuant to Customer's specific instructions; (E) any technology owned or licensed by Customer from third parties; or (F) use of any older version of the Software when use of a newer Software Release made available to Customer would have avoided the infringement. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND LICENSOR'S ENTIRE LIABILITY FOR THIRD PARTY INFRINGEMENT CLAIMS.

5. LIMITATION OF LIABILITY.

A. Limitation on Direct Damages. EXCEPT WITH RESPECT TO CLAIMS ARISING UNDER SECTION 4 ABOVE, LICENSOR'S TOTAL LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF PRODUCT OR SERVICE PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY LICENSOR'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED (i) US\$1,000,000, FOR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY; AND (ii) THE PRICE PAID BY CUSTOMER TO LICENSOR FOR THE SPECIFIC SERVICE (CALCULATED ON AN ANNUAL BASIS, WHEN APPLICABLE) OR PRODUCT FROM WHICH SUCH CLAIM ARISES, FOR DAMAGE OF ANY TYPE NOT IDENTIFIED IN (i) ABOVE OR OTHERWISE EXCLUDED HEREUNDER.

B. No Indirect Damages. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF LICENSOR'S INTELLECTUAL PROPERTY RIGHTS OR CLAIMS ARISING UNDER SECTION 4 ABOVE, NEITHER CUSTOMER NOR LICENSOR SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

C. Regular Back-ups. As part of its obligation to mitigate damages, Customer shall take reasonable data back-up measures. In particular, Customer shall provide for a daily back-up process and back-up the relevant data before LICENSOR performs any remedial, upgrade or other works on Customer's production systems. To the extent LICENSOR's liability for loss of data is not anyway excluded under this EULA, LICENSOR shall in case of data losses only be liable for the typical effort to recover the data which would have accrued if Customer had appropriately backed up its data.

D. Limitation Period. Unless otherwise required by applicable law, the limitation period for claims for damages shall be eighteen (18) months after the cause of action accrues, unless statutory law provides for a shorter limitation period.]

E. Suppliers. The foregoing limitations shall also apply in favor of LICENSOR's suppliers.

6. EXPORT CONTROL. The Products, Services and the technology included therein provided under this EULA are subject to governmental restrictions on (i) exports from the U.S.; (ii) exports from other countries in which such Products and technology included therein may be produced or located; (iii) disclosures of technology to foreign persons; (iv) exports from abroad of derivative products thereof; and (v) the importation and/or use of such Products and technology included therein outside of the United States or other countries (collectively, "Export Laws"). Customer shall comply with all Export Laws. Diversion contrary to U.S. law or other Export Laws is expressly prohibited.

7. TERM AND TERMINATION. This EULA takes effect on the Effective Date and continues until terminated in accordance with the following:

A. EULAs with Executive Customers may be (i) terminated for cause pursuant to FAR 52.212-4(m) or (ii) for convenience pursuant to FAR 52.212-4 (l).

B. For EULAs with Other Customers LICENSOR may terminate licenses for cause if Customer breaches the terms governing use of the Software and fails to cure within thirty (30) days after receipt of LICENSOR's written notice thereof. Upon termination of a license, Customer shall cease all use and return or certify destruction of the applicable Software (including copies) to LICENSOR. Any provision that by its nature or context is intended to survive any termination or expiration, including but not limited to provisions relating to payment of outstanding fees, confidentiality and liability, shall so survive.

8. MISCELLANEOUS.

A. References. LICENSOR may identify Customer for reference purposes unless and until Customer expressly objects in writing.

B. Notices. Any notices hereunder shall be in writing.

C. Entire Agreement. This EULA and each purchase order (i) comprise the complete statement of the agreement of the parties with regard to the subject matter thereof; and (ii) may be modified only in writing. All terms of any purchase order or similar document provided by Customer, including but not limited to any pre-printed terms thereon and any terms that are inconsistent or conflict with this EULA and/or LICENSOR quote, shall be null and void and of no legal force or effect, even if LICENSOR does not expressly reject to such terms when accepting a purchase order or similar document provided by Customer; however, terms in such document deviating from a LICENSOR quote do become binding upon the parties when expressly accepted by LICENSOR in writing in an order acknowledgement or similar document.

D. Force Majeure. Except for payment of fees, neither party shall be liable under this EULA because of a failure or delay in performing its obligations due to any force majeure event, including strikes, riots, insurrection, terrorism, fires, natural disasters, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party.

E. Assignment. Customer shall not assign this EULA or a purchase order or any right herein or delegate any performance without LICENSOR's prior written consent, which consent shall not be unreasonably withheld. LICENSOR may use LICENSOR Affiliates or other sufficiently qualified subcontractors to provide Services to Customer, provided that LICENSOR shall remain responsible to Customer for the performance thereof.

F. Governing Law. To the extent not preempted by federal law or regulation, this EULA is governed by the laws of the Commonwealth of Massachusetts. To the extent permitted by law, the courts of the Commonwealth of Massachusetts shall be exclusively competent to rule on disputes arising out of or in connection with this EULA and all purchase orders. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

G. Waiver. No waiver shall be deemed a waiver of any prior or subsequent default hereunder.

IN WITNESS WHEREOF, the parties have caused this Software License Agreement to be signed on the respective dates indicated below.

Licensor: _____

Licensee: _____

By: _____

By: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date: _____

Date: _____

EMC Corporation (“EMC” or “Dell EMC”) provides a variety of warranty and maintenance support offerings for all Dell EMC products. Maintenance terms are set forth in the Dell EMC Product Warranty and Maintenance Table that is incorporated in the GSA Schedule. The following is a general summary of those terms.¹

Dell EMC Product Support Availability. Dell EMC’s product support lifecycle is designed to help customers effectively manage their technology investments. Dell EMC’s product lifecycle policy specifies the support duration (the “Standard Support” period) and End-of-Standard-Support (EOSS) date for most products. Dell EMC intends, subject to change at Dell EMC’s discretion, to offer product support under Dell EMC’s standard product maintenance terms and conditions during a product’s Standard Support period. Once a product reaches its EOSS date, Dell EMC may, at its discretion, offer Post Standard Support for certain hardware models. Additional information on Dell EMC’s support lifecycle policy and Post Standard Support for Dell EMC hardware products can be found on the specific Dell EMC product page, located by searching within the **Support by Product** section of the Dell EMC Online Support site. This information is subject to change at Dell EMC’s discretion.

Standard Support ²	Post Standard Support (HW)/ Extended Support (SW) ³
<p>Standard Support begins when a product is Generally Available (GA), or Ready To Ship (RTS).</p> <p>Standard Dell EMC maintenance and support services (i.e., phone support, maintenance, access to new features, technology or fixes, etc.) made available by Dell EMC during the Standard Support period for Products as specified in the applicable Product Notice. Historically referred to as Dell EMC “Continuous Coverage Product Maintenance (CCPM)”.</p>	<p>Post Standard Support may be available for of Dell EMC hardware models, at Dell EMC’s discretion, upon the expiration of the Standard Support period to assist customers needing additional time to migrate to a currently supported platform.</p> <p>Post Standard Support requires a current Dell EMC maintenance contract to be in place at EOSS for the associated product, or the equipment must be recertified by Dell EMC.</p>
<p>Operating Software and Layered Application Software</p>	<p>Extended Support may be available for Dell EMC Operating Environment Software or Layered Application Software not at the current or N-1 release, with some reduction in service content or coverage. Incremental pricing may apply.</p>
<p>For some Dell EMC Stand-alone software products that are independent of Dell EMC hardware releases, it is Dell EMC’s intention, subject to change at Dell EMC’s discretion, to support the current and immediately prior software release for the period of three (3) years from the release’s GA date. Dell EMC endeavors to publish the applicable EOSS date(s) for this software at GA. This three-year period is referred to as the Standard Support period for the applicable release.</p>	<p>Extended Support may be available for older Stand-alone software releases. Extended Support, when available, is generally sold in six- (6) month increments and consists of a reduced level of support. Incremental pricing may apply. Specific terms and conditions for Extended Support will vary by product.</p> <p>Extended Support requires a current EMC maintenance contract to be in place for the associated software.</p>

¹ This is a general description of Dell EMC warranty and maintenance offerings only. This general description does not modify EMC Warranty or Maintenance terms that are incorporated in the GSA schedule. Please consult the Dell [EMC Product Warranty and Maintenance Table](#) for details.

² Certain terms, limitations and exclusions apply to Dell EMC’s support lifecycle policy. In some cases, resolution of an issue may be addressed by requiring a move to a more recent release.

³ **For GSA orders Extended Support is available on an Open Market Basis Only.** If Extended Support is not available or purchased, End-of-Service Life (EOSL) of a product occurs on the End-of Standard-Support date.

<p>For some Dell EMC hardware products, it is Dell EMC's intention, subject to change at Dell EMC's discretion, to make available Dell EMC's Standard Support for the period of five (5) years after the applicable End-of-Life (EOL) date of the hardware. The EOL date refers to the date that Dell EMC has discontinued a model number of Dell EMC hardware or software as a product offering, and has removed such model number from Dell EMC's pricing/quoting systems.</p>	<p>Operating Environment and Layered Application Software maintenance are not available after the associated equipment is past End of Standard Support.</p>
<p>For some platform software products, it is EMC's intention to support the current and immediately prior software release for a period that is coterminous with the related hardware.</p>	

Definitions

General Availability (GA), (may also be called Ready-To-Ship - RTS). The date when a Product (including each new release of a software Product) is orderable and shippable.

End of Life (EOL). EMC has discontinued as a Product offering, and removed from pricing/quoting systems, a model number of EMC Equipment or EMC Stand-alone Software, Operating Environment Software, or Layered Application Software (which includes its most current and all prior release designations).

End-of-Life (EOL) Date. EMC may discontinue a Product offering at its discretion subject to any preexisting contractual commitments. The EOL date refers to the date that EMC has discontinued a model number of EMC hardware or software as a product offering and has removed such model number from EMC's pricing/quoting systems. Products that have reached their EOL date are no longer available for purchase but are eligible for maintenance renewal until the End-of-Standard Support date (see table above). To distinguish products that are eligible for maintenance renewal only the following note is attached to the product description: **"MAINTENANCE AVAILABLE ONLY. PRODUCT NOT AVAILABLE FOR SALE."**

End of Standard Support (EOSS). The date after which Standard Support is no longer available.

Post Standard Support. A type of support for Dell EMC Equipment which Dell EMC may, at its discretion, make available upon the expiration of the Standard Support period to assist customers needing additional time to migrate to currently supported equipment. Incremental pricing may apply.

Extended Support. A type of support for software releases which Dell EMC may, at its discretion, make available upon the expiration of the Standard Support period for that release to assist customers needing additional time to migrate to a currently supported release. Extended Support can be made available on eligible Dell EMC Operating Environment Software, Layered Application Software, and Stand-alone Software releases, with some reduction in service content or coverage. Incremental pricing may apply.

End of Service Life (EOSL). The date after which EMC has discontinued Standard Support and Post Standard Support/ Extended Support (if available) for a Product offering but may continue to offer limited support and/or maintenance only on a time and materials basis, subject to resource availability.

End-of-Service Life (EOSL) Date. Products that have reached their EOSL date are permanently removed from the GSA Schedule price list.

EMC End-of-Service Life Notification. If Extended Support is not available, End-of-Service Life (EOSL) of a product occurs on the End-of-Standard-Support date. Dell EMC endeavors to give customers notice of a product's End of Service Life to enable them to plan for the retirement of their Dell EMC products. This provides customers with the opportunity to smoothly transition to a more advanced and/or currently supported EMC product. Additional information on EOSS and EOSL dates for EMC products can be found by searching for the specific EMC product within the Support by Product section of the EMC Online Support site.

Coterminous. Ending at the same time

Equipment. Dell EMC Hardware

Layered Application Software (Operates with Operating Environment Software). Separately licensed software Products or features that operate with Operating Environment Software. Examples include MirrorView, SnapView, and SAN Copy in a

CLARiiON array, and SRDF or TimeFinder Software in a Symmetrix array. It is supported on Dell EMC equipment and may be supported on non-Dell EMC equipment in conjunction with Dell EMC equipment.

Major Release. A full distribution of Stand-alone Software, Operating Environment Software, or Layered Application Software that includes features and enhancements. The most recent (current) Major Release is referred to as “N”, with the previous releases “N-1,” “N-2,” etc.

Hot Fix. Restricted availability code correction which should not include new features.

Equipment Warranty. Current Dell EMC equipment products are sold with limited warranties. Dell EMC equipment (hardware) that previously sold with warranties are currently End of Life; in some instances, upgrades may still be purchased; support for upgrades of these warranty products are covered under the support contract of the equipment they are installed in.

Software Warranty. The software warranty covers the media only for ninety (90) days from the date of shipment, or the date of electronic availability, as applicable. Limited warranty of the equipment does not cover software support.

Support Levels. Dell EMC offers five support levels: Basic, ProSupport Next Business Day (NBD) (formerly Enhanced), Pro Support with Mission Critical (4HR/MC) (formerly Premium), Pro Support Plus-NBD, and ProSupport Plus (4HR/MC). The descriptions of support options that are incorporated in the GSA schedule along with the support levels for each product, response times, extent of coverage, response times, severity levels and other information can be found in the Dell EMC Product Warranty and Maintenance Table. Not all support levels are available for every product. Details on each level can be found at <http://www.emc.com/customer-services/customer-service-options.htm>

Equipment Maintenance. For products with limited warranty, equipment maintenance begins at the same time as warranty begins. Equipment maintenance can be purchased at the time of original product purchase.

Software Maintenance. Software maintenance is purchased and provides the rights to new software releases as made generally available by Dell EMC for the period of software maintenance coverage purchased. Software Maintenance is invoiced at the time of purchase and prepaid.

Maintenance Renewals. For products that have not reached EOSS, EMC provides customers with the option to renew maintenance, both equipment and software. At EOSS, Post Standard Support may be offered at Next Business Day or 4-hour response options. Once a product reaches EOSL, support will no longer be available, and maintenance may not be renewed.

Equipment Maintenance Renewals. When the original warranty or original equipment maintenance period ends, EMC may provide GSA customers with the option to purchase continued equipment support through the maintenance renewal process, until the EOSL date.

Software Maintenance Renewals. When the initial period of prepaid software maintenance ends, software maintenance may be renewed, until the EOSL date.

Equipment Upgrades. Warranty and maintenance for equipment upgrades will be priced at the same support level (Basic, Basic, ProSupport-Next Business Day (NBD), and Pro Support with Mission Critical (MC), Pro Support Plus-NBD, and ProSupport Plus with MC) that applies to the system in which the upgrade equipment is installed. The applicable warranty or maintenance period will be co-terminus with the warranty or maintenance period that applies to the system in which the upgrade equipment is installed. Annual maintenance prices are prorated on a monthly basis to conform to the co-terminus end date.

Maintenance and Maintenance Renewal Pricing.

The ***Annual Maintenance List Price (AMLPL)*** for Dell EMC equipment and software maintenance, and equipment and software maintenance renewals ***is priced as a percentage of*** (not discount off) the product list price. As set forth in Table 2 attached, the percentages vary by Component Type within each major Product and Product Family. A limited number of components are priced on a fixed dollar basis.

The annual maintenance list price rates in Table 2, are for 12 months of support. The total maintenance list price for system configuration is determined as follows:

1. The commercial list price of each component product is multiplied by the quantity of the product (extended component list price).
2. The extended component list price is multiplied by the applicable maintenance list price rate (percentage) from the rate table attached for the desired level of support (maintenance list price).
3. The maintenance list price is multiplied by the number of years / months of support required. (duration)
4. The individual component maintenance list prices are summed using an aggregating model number, at point of sale.

5. The GSA net price for maintenance is calculated by applying the GSA discount (*discount off maintenance list*) to the total maintenance list price. **The GSA discounts are set forth in Table 1 below.**

When circumstances require, annual prices can be pro-rated to the actual term of support.

The *sum of component level maintenance pricing* will appear on the quote under one of several *aggregating model numbers* that include (but are not limited to) the following examples:

<u>Aggregating Model Number</u>	<u>General Description</u>
M-PS-HW-001	Sum of ProSupport W/NBD-Hardware Support
M-PS-SW-001	Sum of ProSupport W/NBD-Software Support
M-PSM-HW-001	Sum of ProSupport 4HR/MC HW Support
M-PSM-SW-001	Sum of ProSupport 4HR/MC SW Support
M-PSP-HW-001	Sum of ProSupport Plus 4HR/MC Hardware Support
M-PSP-SW-001	Sum of ProSupport Plus 4HR/MC Hardware Support

Because these model numbers only serve to sum up and aggregate component maintenance list prices on a quote, these model numbers do not represent any intrinsic, discreet service or have a unique list price. Aggregating model numbers do not appear on the GSA schedule price list. These models are not open market items because they only serve to sum individual maintenance prices for products that are included on the GSA schedule. Other maintenance aggregating model numbers are used in the quoting system. Dell EMC reserves the right to change maintenance aggregating model numbers without notice.

Pricing:

Prepaid Maintenance Pricing. Also referred to as point-of-sale maintenance, this maintenance is purchased in the initial order and is calculated within the Dell EMC quoting systems. The Dell EMC reseller can provide a Dell EMC “Product Warranty and Maintenance Schedule” for each quote to validate the maintenance calculations substantially in the form of the following illustration. This illustration does not represent actual list prices or discounts.

Model	Description	Qty	Pre-Sold Maint Months	Total Coverage Months	Maintenance Model	Maint List Price(USD)	Total Maint Price(USD)
M-ENHSW-001	ENHANCED SOFTWARE SUPPORT	1				5,900.00	5,310.00
ABC	Software Title 1	1	36	36	M-ENHSW-001	3,000.00	2,700.00
DEF	Software Title 2	1	36	36	M-ENHSW-001	1,700.00	1,530.00
GHI	Software Title 3	1	36	36	M-ENHSW-001	1,200.00	1,080.00

Renewal Maintenance Pricing. Also referred to as renewal maintenance, this maintenance is offered for previously purchased systems and products installed in specific customer locations. Renewal quotes are based on information from Dell EMC installed base systems, as well as customer provided information. Because maintenance renewal quotes are highly individualized for particular installations of Dell EMC products, renewal quotes are supported by detailed spreadsheets provided with the renewal quote. The “Product Warranty and Maintenance Schedule” is not available for maintenance renewal quotes, and aggregating model numbers are not used in quoting.

**Table 1
Standard Transfer GSA Discounts**

Discount Class	Description	Prepaid Maintenance Included in Original Order
A	Hardware – Enterprise (Symmetrix, Celerra)	44.32%
B	Hardware – Mid-Tier (CLARiiON, Centera, Atmos, NAS, Ericsson, Gemed)	35.04%
C	Hardware – Connectrix	36.20%
D1	Software – Enterprise Platform, Mid-Tier Platform, Multi-Platform/Open	24.76%
D2	Software – Enterprise Platform, Mid-Tier Platform, Multi-Platform/Open	35.04%
D3	Software – Enterprise Platform, Mid-Tier Platform, Multi-Platform/Open	24.76%
DD-1	Data Domain Flash Enabled Hardware and Software	23.62%
DE	Software Maintenance - Data Domain; BRS Products (other than Atmos, Centera, and Data Domain)	33.88%
DH and DM	Software Maintenance - Data Domain; BRS Products (other than Atmos, Centera, and Data Domain)	30.40%
DS	DSSD	21.90%
E	EMC Third Party Hardware, Software and Switches	24.76%
EN-H	Hardware – VMAX 10K/20K/40K	24.76%
EN-S	Software – VMAX 10K/20k/40K	24.76%
ES-1	VMAX2 Hardware, Software and Maintenance	21.90%
ES-AF	VMAX AFA - All Flash; Optional Software Maintenance	21.90%
ES-P1		21.90%
IS	Isilon Hardware & Software Maintenance	21.34%
IS2		21.34%
J	Hardware & Software Maintenance – Flash (VXRail)	33.74%
P	Pivotal – Software and Maintenance, DCA Hardware Maintenance	15.30%
PE	Hardware Maintenance - BRS Products (other than Atmos, Centera, and Data Domain)	33.88%
PH and PM	Hardware Maintenance - BRS Products (other than Atmos, Centera, and Data Domain)	30.40%
UE	Unified Entry Level – Hardware & Software	33.88%
UM	VNX2 hardware, Software and Maintenance	35.04%
UM-1	Unity – (Hybrid); Optional Software Maintenance	30.40%
UM-F1	Unity All Flash; Optional Software Maintenance	30.40%
UM-H	Hardware Maintenance – VNX 2	27.40%
UM-S	Software Maintenance – VNX 2	24.76%
V	Hardware & Software Maintenance – ViPR, VDSC, & ECS	16.40%
VPLEX	Hardware & Software Maintenance - VPLEX	40.84%
XT	Hardware Maintenance - XtremeIO	28.18%

Maintenance Renewals: GSA Discount 10.93% for all Categories

ENET WARRANTY

ENET Solutions, Inc. ("ENET Solutions") warrants to the original purchaser of authorized ENET Solutions' products only, that during the applicable warranty period as described below, that the product will be: (a) free from material defects in manufacture, (b) fit for its normal intended use, and (c) will conform to any of ENET Solutions' applicable published specifications.

Applicable Limited Warranty Period: Optical Transceivers - Lifetime

Warranty Network Cables - Lifetime Warranty Network Memory -

Lifetime Warranty Media Converters - 3 Year Warranty

The warranty period will vary by specific product, and will be the longest of: the applicable replacement warranty period described above.

EXAGRID EULA, WARRANTY & SUPPORT

EXAGRID SYSTEMS INC.

**SYSTEM SALE, EVALUATION AND LICENSE
AGREEMENT**

BEFORE YOU "ACCEPT" THIS AGREEMENT, CAREFULLY READ ALL THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT (THE "AGREEMENT"). IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT ACCEPT THIS AGREEMENT IN WRITING OR USE ANY OF THE HARDWARE OR SOFTWARE SUPPLIED TO YOU BY EXAGRID SYSTEMS, INC. ("EXAGRID") OR ITS RESELLERS. IF YOU ARE THE FIRST MEMBER OF YOUR ORGANIZATION TO ACCEPT THE TERMS OF THIS AGREEMENT, YOU WARRANT AND REPRESENT TO EXAGRID THAT YOU ARE DULY AUTHORIZED TO AGREE TO THE TERMS OF THIS AGREEMENT ON BEHALF OF YOUR ORGANIZATION AND TO BIND YOUR ORGANIZATION TO ITS TERMS.

BY BOTH PARTIES EXECUTING THIS AGREEMENT IN WRITING: **(A)** THE ORDERING ACTIVITY UNDER GSA SCHEDULE CONTRACTS IDENTIFIED IN THE PURCHASE ORDER, STATEMENT OF WORK, OR SIMILAR DOCUMENT ("CUSTOMER") IS CONSENTING TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT; AND **(B)** YOU ARE ACKNOWLEDGING THAT YOU ARE BOUND BY THE TERMS OF THIS AGREEMENT AND ARE ALSO AGREEING THAT THE PURCHASE, LICENSE, AND USE OF THE SYSTEM HARDWARE AND SOFTWARE AND RELATED SERVICES SHALL BE SUBJECT TO THE TERMS OF THIS AGREEMENT. AS USED IN THIS AGREEMENT THE TERM "CUSTOMER" REFERS TO ORDERING ACTIVITY UNDER GSA SCHEDULE CONTRACTS IDENTIFIED IN THE PURCHASE ORDER, STATEMENT OF WORK, OR SIMILAR DOCUMENT .

THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE DATE IT AND/OR THE PURCHASE ORDER IS FIRST ACCEPTED IN WRITING BY THE CUSTOMER ("EFFECTIVE DATE").

TERMS AND CONDITIONS

1. DEFINITIONS As used in this Agreement:

- 1.1 **"Attachment"** means a document identified as an Attachment to this Agreement. The terms set forth in all Attachments shall be included as part of this Agreement.
- 1.2 **"End Users"** means persons or entities that purchase any Systems or Services for its own use and not for resale.
- 1.3 **"Evaluation System"** means a System loaned to CUSTOMER by EXAGRID for evaluation by CUSTOMER under this Agreement and configured as separately agreed by CUSTOMER and EXAGRID. Special terms, applicable to Evaluation Systems only, are set forth in Section 11 of this Agreement.
- 1.4 **"EXAGRID Agent"** means a distributor, reseller, or other entity expressly authorized by EXAGRID to act as its agent under this Agreement.
- 1.5 **"EXAGRID Software"** means the EXAGRID Intelligent Disk-based Data Protection software, in object code format only, including all copies in whole or part, backups, related documentation and manuals, information relating to the software, printed listings of code, and any Updates provided by EXAGRID to CUSTOMER under this Agreement. The term "EXAGRID Software" shall not be deemed to include any Third Party Software.
- 1.6 **"Perpetual License"** has the meaning defined in Section 5.1, as elected in the relevant Purchase Order.
- 1.7 **"Purchase Order"** means the written order document signed by CUSTOMER that is delivered to EXAGRID or an EXAGRID Agent for final acceptance pursuant to Section 2.
- 1.8 **"Services"** means any work to be performed by EXAGRID for CUSTOMER as specified in an accepted CUSTOMER Purchase Order, and shall include any documentation or other tangible items produced by EXAGRID in connection with such work.
- 1.9 **"Subscription License"** means the license defined in Section 5.2, as elected in the relevant Purchase Order.

1.10 “System(s)” means a combination of interoperable computer hardware and software, and any components of that combination that is sold, licensed, and sublicensed by EXAGRID to its customers and comprised of third party hardware, EXAGRID Software, and Third Party Software.

1.11 “Third Party Software” means computer software owned by third parties, licensed to EXAGRID, and redistributed by EXAGRID to its customers as part of a System.

1.12 “Updates” means error corrections, bug fixes, patches, additions, upgrades or modified versions of the EXAGRID Software made available by EXAGRID to its customers generally.

2. ORDERS

CUSTOMER shall purchase and license Systems and Services by submitting written and signed Purchase Orders for written acceptance by EXAGRID or an EXAGRID Agent. Each Purchase Order shall reference this Agreement and specify the items and configurations of hardware, software, license type, and Services being ordered and the associated prices. Upon acceptance of the Purchase Order by EXAGRID, the purchase and license of the Systems and the provision of Services shall be governed by the terms of this Agreement.

3. DELIVERY AND SHIPMENT

EXAGRID or Reseller will notify CUSTOMER of scheduled System shipments. Delivery will be f.o.b. point of shipment and will occur when the Systems are ready for pickup by the carrier. In the absence of specific instructions from CUSTOMER, EXAGRID, its vendors, Reseller, or other contractors will select a carrier and arrange for in-transit insurance (which may be less than full value). By selecting a carrier and arranging for insurance on CUSTOMER's behalf, neither EXAGRID, nor its vendors, contractors, or EXAGRID Agents assumes any liability for the shipment, and the carrier will not be considered their agent. All transportation and insurance charges shall be paid to EXAGRID or Reseller by CUSTOMER upon invoice. If deliveries are authorized in installments, each shipment shall be paid for when due without regard to other scheduled deliveries.

4. PAYMENT AND SECURITY INTEREST

4.1 License Payment. CUSTOMER shall remit full payment to EXAGRID or Reseller, as specified in the applicable Purchase Order, for all amounts due, including amounts then due for Services, under all respective Purchase Orders, net thirty (30) days from the System delivery date as provided in Section 3. Any amounts not paid in full within thirty (30) days of the due date shall bear interest at the rate indicated by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315.

4.2 Security Interest. EXAGRID hereby reserves a security interest in the Systems as security for payment, and CUSTOMER agrees to execute any instrument required to perfect such interest. EXAGRID retains all ownership rights in and to the Systems delivered to CUSTOMER hereunder.

4.3 Payment Terms. Vendor shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

5. LICENSES AND CONDITIONS

5.1 Perpetual License. Subject to the terms and conditions of this Agreement and the license and payment terms of the relevant Purchase Order, and only when a Perpetual License is purchased under a valid Purchase Order, EXAGRID hereby grants to CUSTOMER a limited, revocable, non-exclusive, personal, non-transferable license under EXAGRID intellectual property rights to use the EXAGRID Software for CUSTOMER's internal business purposes solely upon and in connection with each System (or its temporary or permanent replacement) for which applicable Perpetual License fees have been paid. The EXAGRID Software supplied to CUSTOMER includes proprietary information owned by EXAGRID or its third party licensors and is provided to CUSTOMER solely under the license granted under this Section 5.1, and not by sale. EXAGRID and its third party licensors will continue to own their respective interests. Except for the express licenses granted herein, EXAGRID reserves all other rights to its intellectual property.

5.2 Subscription License. Subject to the terms and conditions of this Agreement and the license and payment terms of the relevant Purchase Order, and only when a Subscription License is purchased under a valid Purchase

Order, EXAGRID hereby grants to CUSTOMER, during the term of this Agreement, a limited, revocable, non-exclusive, personal, non-transferable license under EXAGRID intellectual property rights to use the EXAGRID Software for CUSTOMER's internal business purposes solely upon and in connection with each System (or its temporary or permanent replacement) for which applicable Subscription License fees have been paid. The EXAGRID Software supplied to CUSTOMER includes proprietary information owned by EXAGRID or its third party licensors and is provided to CUSTOMER solely under the license granted under this Section 5.2, and not by sale. EXAGRID and its third party licensors will continue to own their respective interests. Except for the express licenses granted herein, EXAGRID reserves all other rights to its intellectual property.

5.3 Changes to EXAGRID Software. EXAGRID reserves the right to make changes to any EXAGRID Software whenever such changes: (a) are required for safety; (b) facilitate performance in accordance with specifications; or (c) represent substitutions and modifications in accordance with applicable product performance specifications, provided however that such changes shall not impede CUSTOMER's use of any EXAGRID Software.

5.4 Limitation of Rights. CUSTOMER shall not itself, or through any affiliate, agent, or third party: (a) disassemble, reverse engineer, or decompile the EXAGRID Software or otherwise attempt to derive source code from it, except to the extent applicable laws specifically prohibit such restrictions; (b) modify, adapt, translate, or create derivative works based upon the EXAGRID Software; (c) transfer, lease, loan, sublicense, sell, resell for profit, distribute, or otherwise grant any rights in the EXAGRID Software in any form to any other party; or (d) use the EXAGRID Software on a commercial time-sharing, rental, or service bureau basis, or in any manner or for any purpose other than as described in the System documentation. CUSTOMER shall only have the rights with respect to the EXAGRID Software expressly set forth in this Agreement; all other rights are expressly reserved to EXAGRID and its licensors.

5.5 Reservation of Rights. CUSTOMER acknowledges that the EXAGRID Software, and all trade secret, copyright, patent, trademark, trade name, and other intellectual and proprietary rights in the EXAGRID Software, are and at all times shall remain the valuable property of EXAGRID and its licensors, or their respective successors or assigns. CUSTOMER agrees that, except as provided in this Section 5, nothing contained in this Agreement shall be construed as granting or conferring by implication, estoppel, or otherwise, any license or right under any patent, trademark, copyright, or other proprietary right, whether now existing or hereafter obtained, and no such license or other right shall arise from this Agreement or from any acts or omissions in connection with the execution of this Agreement or the performance of the obligations of the parties.

5.6 Use of Trademarks; Additional Technology. CUSTOMER agrees: (a) to respect and observe and not to alter, remove, or conceal any copyright, trademark, trade name, or other proprietary marking that may appear on or in the EXAGRID Software; and (b) that CUSTOMER is responsible for itself obtaining any additional software, hardware, or technologies not provided by EXAGRID under this Agreement and required to operate the Systems, including but not limited to communications devices and Internet access services.

5.7 Third Party Software. EXAGRID will redistribute certain Third Party Software to CUSTOMER for CUSTOMER's use with Systems. As a condition of its use of the Third Party Software, CUSTOMER agrees to familiarize itself with the conditions and restrictions required of software users by the owners of such Third Party Software as set forth in <http://www.exagrid.com/thirdparty/exagridthirdpartylicenseagreements.asp>. Nothing herein shall bind the Ordering Activity to any Third Party terms unless the terms are provided for review and agreed to in writing by all parties.

6. SERVICES

6.1 Availability. All Services shall be provided to CUSTOMER by EXAGRID. CUSTOMER may purchase Services from EXAGRID or Reseller in accordance with the terms and prices of EXAGRID's then current published Services offerings in accordance with the terms and prices of the GSA Schedule Contract. EXAGRID will not be responsible for providing Services for: (i) any Third Party Software, or hardware; or (ii) any EXAGRID Software that is not configured in accordance with the specifications set forth in the applicable Purchase Order.

6.2 Conditions. Services to be provided by EXAGRID under this Agreement require cooperation between CUSTOMER and EXAGRID, and CUSTOMER recognizes and accepts certain responsibilities. These CUSTOMER responsibilities include but are not limited to: (i) providing EXAGRID with specific details regarding CUSTOMER's business requirements and operating procedures as they relate to the application of the Services to be performed by EXAGRID; and (ii) proper installation of and timely access to all necessary computer hardware, facilities, and software in accordance with mutually agreeable and reasonable schedules.

7. LIMITED WARRANTY

7.1 EXAGRID Software. EXAGRID warrants that the EXAGRID Software for which a license is purchased by CUSTOMER as part of a System will for a period of ninety (90) days from the date of shipment perform substantially as specified in the applicable System documentation. If CUSTOMER satisfactorily demonstrates to EXAGRID within such ninety (90) day period that the EXAGRID Software contains errors, then as EXAGRID's sole and exclusive liability and as CUSTOMER's sole and exclusive remedy, EXAGRID shall at its sole option use commercially reasonable efforts to correct the EXAGRID Software errors reported by CUSTOMER or replace the EXAGRID Software with substantially conforming software. EXAGRID does not warrant the results of its correction or replacement services. Correction or replacement under the immediately preceding sentence, and the issuance of any corrections, patches, bug fixes, workarounds, upgrades, enhancements, or Updates by EXAGRID to CUSTOMER, shall not be deemed to begin a new, extended, or additional warranty period.

7.2 No Other Warranties.

(i) THE LIMITED WARRANTY IN SECTION 7.1 ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. EXAGRID SPECIFICALLY BUT WITHOUT LIMITATION DOES NOT WARRANT THAT: (A) THE EXAGRID SOFTWARE SHALL MEET ALL OF CUSTOMER'S REQUIREMENTS OR SHALL OPERATE IN ALL THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY CUSTOMER; (B) THE OPERATION OF THE EXAGRID SOFTWARE SHALL BE ERROR-FREE OR UNINTERRUPTED; OR (C) ALL ERRORS OR DEFECTS IN THE EXAGRID SOFTWARE SHALL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THAT THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

(ii) ALL HARDWARE, THE THIRD PARTY SOFTWARE AND ANY EVALUATION SYSTEM ARE PROVIDED TO CUSTOMER "AS IS" WITHOUT WARRANTY OF ANY KIND BY EXAGRID, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Except for Evaluation Systems, in cases in which EXAGRID's vendors or licensors permit EXAGRID to pass through any warranties of such vendors or licensors to CUSTOMER, EXAGRID will use commercially reasonable efforts to help CUSTOMER accomplish such pass through, provided that CUSTOMER shall be responsible for all necessary charges or fees and for taking whatever actions are required on its part, and that any warranties passed through shall not be deemed to originate from or be binding on EXAGRID.

(iii) No representation or other affirmation of fact, whether made by EXAGRID employees, EXAGRID Agents, or otherwise, shall be deemed a warranty by EXAGRID for any purpose or give rise to any liability of EXAGRID whatever unless contained in this Agreement.

8. INFRINGEMENT

8.1 Indemnity by EXAGRID. If a third party acting against CUSTOMER claims, threatens to claim, or obtains a judicial or administrative determination that the EXAGRID Software infringes its U.S. patent, copyright, or trade secret rights, EXAGRID shall have the option, at its own expense and at its sole option, to: (i) intervene to defend CUSTOMER at EXAGRID's expense and pay all damages that a tribunal finally awards; (ii) obtain for CUSTOMER the right to continue using the infringing item; (iii) replace the infringing item or modify it so that it shall become non-infringing with no substantial degradation; or (iv) remove the infringing portion of the EXAGRID Software and refund the proportional license fee that CUSTOMER paid for such portion, pro rata, on a five-year straight-line depreciation basis, provided that CUSTOMER promptly notifies EXAGRID in writing of the claim, and allows EXAGRID to control, and cooperate with EXAGRID in, the defense and any related settlement negotiations. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. In no event shall EXAGRID's liability under this Section 8 exceed the amount paid by CUSTOMER to EXAGRID for any allegedly infringing products.

8.2 Exception. Notwithstanding the provisions of Section 8.1 above, EXAGRID shall have no obligation to CUSTOMER for any claim arising from the license or use of any EXAGRID Software: (i) that has been modified by a party other than EXAGRID; (ii) used to practice any process, or used in combination with other products not provided by EXAGRID where such infringement would not have occurred but for such use in combination with such other products; (iii) from failure of CUSTOMER to use updated EXAGRID Software provided by EXAGRID for avoiding such infringement; or (iv) that is part of any Evaluation System. EXAGRID shall not be bound by any settlement of any charge of infringement made without the prior written consent of EXAGRID.

8.3 Reserved.

8.4 Limitation. THIS SECTION 8 STATES THE ENTIRE LIABILITY OF EXAGRID, EXAGRID AGENTS, AND EXAGRID LICENSORS TO CUSTOMER AND ANY AND ALL THIRD PARTIES, WHETHER FOR DAMAGES OR OTHERWISE, FOR INFRINGEMENT OF ANY COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHT WITH RESPECT TO ANY PRODUCT OR SERVICES FURNISHED BY EXAGRID UNDER THIS AGREEMENT.

9. LIMITATION OF LIABILITY

9.1 Limitation. It is expressly agreed that each party's maximum liability for damages to the other party under or in connection with this Agreement, regardless of the form of legal action, whether in contract or in tort, shall in no event exceed the actual payments received by EXAGRID or Reseller for the EXAGRID Software, Systems, or Services that caused such damage or that are directly related to the cause of action, except that no such limitation on damages shall apply to losses due to CUSTOMER's violation of EXAGRIDS intellectual property rights or breach of any of the licenses, license restrictions, or confidentiality obligations set forth in this Agreement. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

9.2 No Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS, OR, IF REASONABLY FORESEEABLE, INCURRED BY THE OTHER PARTY OR CLAIMED AGAINST THE OTHER PARTY BY ANY OTHER PARTY, EXCEPT THAT NO SUCH LIMITATIONS ON CONSEQUENTIAL DAMAGES SHALL APPLY IN THE EVENT OF VIOLATION OF EXAGRIDS INTELLECTUAL PROPERTY RIGHTS OR BREACH BY CUSTOMER OF ANY OF THE LICENSES, LICENSE RESTRICTIONS, OR CONFIDENTIALITY OBLIGATIONS CONTAINED IN THIS AGREEMENT. EXAGRIDS LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENCE OF EXAGRID OR THAT OF ITS EMPLOYEES OR AGENTS OR IN RELATION TO ANY OTHER LIABILITY THAT MAY NOT BY APPLICABLE LAW BE EXCLUDED OR LIMITED IS NOT EXCLUDED OR LIMITED AND NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS AN ATTEMPT TO EXCLUDE OR LIMIT SUCH LIABILITY.

10. TERM; TERMINATION

10.1 Perpetual License Term. To the extent the applicable Purchase Order specifies that the EXAGRID Software is subject to a Perpetual License, this Agreement shall be effective from the Effective Date, and shall continue in full force and effect for a period of one (1) year thereafter. This Agreement may be renewed upon its anniversary date for successive one (1) year periods by exercising an option, or by both parties executing a new purchase order in writing. After the initial one year term, either party may, at its discretion, terminate this Agreement at any time by notifying the other party of its decision to terminate in writing not less than thirty (30) days prior to the proposed termination date.

10.2 Subscription License Term. To the extent the applicable Purchase Order specifies that the Systems, Services, and EXAGRID Software are subject to a Subscription License, and subject to timely payment of applicable Subscription License payments under Section 4.2 of this Agreement and as specified in the applicable Purchase Order, this Agreement shall be effective from the Effective Date, and shall continue in full force and effect for a period of one(1) year thereafter. This Agreement may be renewed for one (1) year terms following: (i) receipt by Reseller, of a Purchase Order renewing such Subscription License; and (ii) timely payment of any Subscription License payment or fee due therefor, unless and until terminated as set forth elsewhere in this Agreement.

10.3 General.

When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, EXAGRID shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

10.4 Consequences. In the event of expiration or termination of this Agreement for any reason, CUSTOMER shall promptly: (i) discontinue all use of the EXAGRID Software; (ii) erase or destroy any EXAGRID Software

contained in the computer memory or data storage apparatus under the control of CUSTOMER; (iii) return to EXAGRID all copies of the EXAGRID Software provided by EXAGRID in CUSTOMER's possession; and (v) certify in writing to EXAGRID, within thirty (30) days of termination of this Agreement, that CUSTOMER has complied with the foregoing.

10.5 Survival. Sections 1, 4, 5.4, 5.5, 5.6, 7 through 10, 11.6, 11.7, 11.8 and 12 shall survive any termination of this Agreement. In addition, Section 5.1 shall survive solely to the extent that CUSTOMER fully paid for a Perpetual License hereunder.

11. SPECIAL TERMS APPLICABLE TO EVALUATION SYSTEMS ONLY

11.1 Components and Terms. CUSTOMER and EXAGRID shall agree separately on the components comprising the Evaluation System and the length of the evaluation period. The use of the Evaluation System and the provision of any related Services shall be governed by the terms of this Agreement.

11.2 Delivery and Shipment. EXAGRID or EXAGRID Agent will notify CUSTOMER of scheduled Evaluation System shipments, and all transportation and insurance charges shall be paid by EXAGRID.

11.3 System Loan. EXAGRID shall loan the Evaluation System to CUSTOMER at no charge. Title to the Evaluation System shall at all times remain in EXAGRID and its licensors.

11.4 CUSTOMER Responsibilities.

11.4.1 CUSTOMER shall: (i) provide appropriate space in its facility for the Evaluation System, including necessary electrical and communications connections; (ii) be responsible for the proper use and deployment of the Evaluation System, and for training anyone using the Evaluation System on its proper use in accordance with any System use procedures; (iii) use the Evaluation System solely for the limited purposes of conducting its own internal tests to evaluate the performance and functionality of the Evaluation System in CUSTOMER's internal business environment or for CUSTOMER's business purposes; (iv) make the Evaluation System available for maintenance and support purposes as requested by EXAGRID on a reasonable basis, subject to mutual agreement between the parties on scheduling; (v) take appropriate action, by means of agreement, instruction or otherwise, with respect to its employees or other third parties permitted access to the Evaluation System in furtherance of its permitted use to ensure that all of its obligations under this Agreement are satisfied; and (vi) return the Evaluation System to EXAGRID at the conclusion of the evaluation in the same condition in which it was delivered, normal wear and tear excepted.

11.4.2 CUSTOMER shall not: (i) use or permit third parties to use the Evaluation System for production purposes or other commercial purposes; (ii) modify or attempt to maintain or repair the Evaluation System without first obtaining EXAGRID's prior written permission; (iii) permit the imposition of any lien, charge or encumbrance on the Evaluation System while in CUSTOMER's possession, or move the Evaluation System from its initial installation location without first obtaining EXAGRID's prior written permission; (iv) publicly disclose performance information, test results or analyses created by or for CUSTOMER (including, without limitation, benchmarks) relating to the Evaluation System, which restriction shall survive any termination of this Agreement.

11.5 Availability of Services. EXAGRID shall provide such maintenance and support Services as it shall determine in its sole discretion are necessary or desirable, at no charge to CUSTOMER. EXAGRID will not be responsible for providing Services for (i) any Third Party Software, or hardware, or (ii) any EXAGRID Software that is not configured in accordance with the specifications separately agreed to by the parties.

11.6 Exclusion of Warranties. THE EVALUATION SYSTEM IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS, AND EXAGRID DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE EVALUATION SYSTEM, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. This risk allocation reflects the lack of charges for the use of the Evaluation System.

11.7 Confidentiality

11.7.1 Each party acknowledges that by reason of its relationship to the other party under this Agreement it may have access to certain information and material concerning the other party's business, plans, customers, technology, and products that are confidential and of substantial value to the disclosing party ("Information"), which value would be impaired if such Information were disclosed to third parties. Each party agrees to maintain all Information received from the other, both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Information to any third party without the prior written consent of the disclosing party. Each party further agrees to use the Information only for the purpose of performing this Agreement. No Information shall be deemed confidential unless so marked if given in writing or, if given orally, identified as confidential orally prior to disclosure, except that CUSTOMER agrees that any Information in whatever form relating to: (i) the design, functionality, operational methods or coding of EXAGRID Software, including but not limited to any complete or

partial source or object code versions; and (ii) performance information, test results or analyses created by or for CUSTOMER (including, without limitation, benchmarks) relating to the Evaluation System, shall be deemed confidential Information of EXAGRID regardless of the presence or absence of any confidential markings or identification.

11.7.2 The parties obligations of non-disclosure under this Agreement shall not apply to Information that the receiving party can demonstrate: (i) is or becomes a matter of public knowledge through no fault of or action by the receiving party; (ii) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; (iii) subsequent to disclosure, is rightfully obtained by the receiving party from a third party who is lawfully in possession of such Information without restriction; or (iv) except as otherwise provided in Section 11.7.1(ii) above, is independently developed by the receiving party without resort to Information. EXAGRID recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

11.7.3 Whenever requested by a disclosing party, a receiving party shall immediately return to the disclosing party all manifestations of the Information or, at the disclosing party's option, shall destroy all such Information as the disclosing party may designate. Recipient's obligation of confidentiality shall survive this Agreement.

11.8 **Consequences of Termination.** In the event of termination of this Agreement or the evaluation for any reason, CUSTOMER shall promptly: (i) discontinue all use of the Evaluation System; (ii) erase or destroy any EXAGRID Software and CUSTOMER data contained in the computer memory or data storage apparatus under the control of CUSTOMER; (iii) return to EXAGRID all copies of the EXAGRID Software provided by EXAGRID in CUSTOMER's possession; and (iv) promptly make the Evaluation System available for removal by EXAGRID.

11.9 **Conversion to Purchase.** In the event CUSTOMER elects to purchase the Evaluation System prior to its removal by EXAGRID, CUSTOMER shall do so in accordance with the provisions of Sections 2 and 4 above and the terms and conditions of this Agreement (or an applicable written EXAGRID agreement or Purchase Order provided by an EXAGRID Agent) shall govern such purchase.

12. GENERAL

12.1 **Notices.** All notices required or permitted under this Agreement will be in writing and will be deemed given: (i) when delivered personally; (ii) when sent by confirmed telex or facsimile; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a commercial overnight carrier specifying next day delivery, with written verification of receipt. All communications will be sent to the principal office of each party or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section 12.1. If the communication is from CUSTOMER to EXAGRID, it shall be addressed to "Attn: President." If the communication is from EXAGRID to CUSTOMER, it shall be addressed to the Chief Executive Officer of CUSTOMER.

12.2 **Assignment.** The parties may not assign, delegate or otherwise transfer this Agreement or any of its licenses, rights or duties under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party. Any attempt to transfer or assign this Agreement without such written consent will be null and void.

12.3 **Waiver.** The failure of either party to enforce in any one or more instances any of the terms and conditions of this Agreement shall not be construed as a waiver of future performance of any such term or condition. Waiver of any term or condition shall only be deemed to have been made if expressed in writing by the party granting such waiver.

12.4 **Severability.** If any provision of this Agreement shall be held by a court of law of competent jurisdiction to be illegal, invalid, or unenforceable, that provision shall be reformed, construed, and enforced to the maximum extent permissible and the remaining provisions shall remain in full force and effect.

12.5 **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed under the Federal laws of the United States.

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

12.6 Entire Agreement. This Agreement and its Attachments, any separate agreement referenced in Sections 1.3 and 11.1, and the Third Party Software restrictions and conditions referred to in Section 5.3 above, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), constitute the entire understanding between the parties, and supersede all prior discussions, representations, understandings or agreements (including any pre-existing nondisclosure agreement, except as to its surviving terms), whether oral or in writing, between the parties with respect to the subject matter of this Agreement. In the event of any conflict between the terms of this Agreement and terms other than quantity, price, and the like set forth in an accepted Purchase Order, the terms of the Purchase Order shall prevail. Any modification or amendment to this Agreement must be in writing and signed by authorized representatives of both parties. Except as otherwise provided in Section 5.3 above, any item or service furnished by EXAGRID in furtherance of this Agreement, although not specifically identified in it or in a Purchase Order referencing this Agreement, shall nevertheless be covered by this Agreement unless specifically covered by some other written agreement executed by CUSTOMER and an authorized representative of EXAGRID. The headings and captions used in this Agreement are for convenience only, and shall not affect the interpretation of the provisions of this Agreement.

12.7 U.S. Government Restricted Rights. In the event that CUSTOMER is an agency of the United States Government, or that the license granted under this Agreement is pursuant to a contract with either a defense or civilian agency of the United States Government, CUSTOMER agrees that the EXAGRID Software is provided with restricted rights and that the EXAGRID Software and all other software that forms a part of any System is a "commercial item," as that term is defined in 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. Consistent with 48 C.F.R. 12.212, all U.S. Government End Users acquire the EXAGRID Software with only those rights set forth in those C.F.R. provisions or equivalent and in this Agreement.

12.8 Export Control. CUSTOMER agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the United States Department of Commerce. CUSTOMER agrees to indemnify EXAGRID, to the fullest extent permitted by law, from and against any fines or penalties that may arise as a result of CUSTOMER's breach of this provision. This export control clause shall survive termination of this Agreement.

12.9 Use of Customer Name. EXAGRID may include CUSTOMER's name as an EXAGRID customer in a list of representative customers to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71. EXAGRID agrees to display the CUSTOMER's name or logo in compliance with any publishing standards defined by CUSTOMER. Prior to developing and publicizing any profile, case study or similar document published on EXAGRID's Web site or in hardcopy describing how EXAGRID's products are used by CUSTOMER, EXAGRID Software agrees to obtain CUSTOMER's specific approval.

12.10 Independent Contractors. The relationship of EXAGRID and CUSTOMER established by this Agreement is that of independent contractors, and nothing contained in the Agreement will be construed to constitute the parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking. For a period of one year following the completion of any Services performed for CUSTOMER under this Agreement, CUSTOMER shall not directly or indirectly employ, solicit for employment, or contract with any EXAGRID personnel performing Services for CUSTOMER under this Agreement.



ExaGrid® Customer Support & Maintenance

ExaGrid's customer support and maintenance services are designed to ensure that your ExaGrid system stays up and running to meet your data protection needs. The following information outlines the valuable aspects of the support and maintenance program, including a description of the difference between the ExaGrid Systems Support and Maintenance program and the product's base warranty.

Support and Maintenance

Coverage: All hardware, software and support coverage listed below

Support Response

Requirement: Current annual customer maintenance and support renewal
Hours of Operation: 8:00 a.m. to 5:00 p.m., Monday – Friday, local customer time for North America (optional 7x24 support available)
Methods: Phone or email support
Response Time: 80% of phone calls and emails will be responded to in less than an hour

Self Monitoring, Automatic Notification, and Remote Support

Requirement: Current annual customer maintenance and support renewal
Requirement: Valid remote access from ExaGrid to the ExaGrid system
Service: Monitor any alerts including pre-defined thresholds
Remotely analyze and diagnose problems
Reconciliation: Many problems are quickly resolved without customer intervention
ExaGrid does not commit to what percentage of problems it can resolve without customer intervention

Hardware Maintenance

Requirement: Current annual customer maintenance and support renewal
Program: All failed hardware components are shipped for next business day delivery and are replaced by the customer
100% of the hardware is covered
- disk drive, power supply, server, included network components

Software Maintenance

Requirement: Current annual customer maintenance and support renewal
Program: All versions (point and full) are included at no charge
There are no additional charges

Contact Information

Support Email Address: support@exagrid.com
Support Phone Number: 800-868-6985 option 2

ExaGrid® Cost-Effective Disk-based Backup™

The table below summarizes and compares the Base Warranty to ExaGrid's Standard Customer Support and Maintenance Program.

Feature	Base Warranty	ExaGrid Customer Support and Maintenance
Support Response – Phone	Not Included	Included
Hours of Coverage	Not included	8 AM to 5 PM local customer time (optional 7x24 support available)
Length of Coverage	Not included	Period of support and maintenance
Response Time	Not Included	Maximum of 1 hour for 80% of calls
Support Response – Email	Limited	Included
Length of Coverage	90 days	Period of support and maintenance
Response Time	Up to 2 business days	Maximum of 1 hour for 80% of calls
Hardware Maintenance	Return to Factory	Advanced Replacement
Length of Coverage	1 year from purchase	Period of support and maintenance
Response Time	Customer return to factory.	All failed components advanced ship
Software Maintenance	Limited	Included
Length of Coverage	90 days (e-mail support only)	Period of support and maintenance
Response Time	Bug fixes only	All major and minor releases

ExaGrid Systems, Inc. | 2000 West Park Drive | Westborough, MA 01581 | 800.868.6985 | www.exagrid.com

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 All other trademarks are the property of their respective holders.
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FUJITSU WARRANTY

Limited Warranty Summary

Fujitsu Scanner Products

Limited Warranty Summary for Fujitsu Scanner Products

Locate your specific product model from the list below to identify your Limited Warranty period and applicable service method. For a complete description of the end user Limited Warranty, please refer to the Limited Warranty and Services Guide for Fujitsu Imaging Products included with the original product packaging.

Model	Limited Warranty Period/ Service Method
ScanSnap S1100 Series ScanSnap S1300 Series ScanSnap S1500 Series ScanSnap N1800 fi-5015C fi-6110	1 Year Depot Service
fi-6130 Series fi-6230 Series fi-6140 Series fi-6240 Series	1 Year Advance Exchange Service
fi-4340C Series fi-5530C Series fi-6670 Series fi-6770 Series fi-6010N	3 Months On-Site Service
fi-5950 fi-6800 Series	3 Months On-Site Service

To upgrade your standard warranty or to purchase post warranty support, call your local Fujitsu Authorized Reseller or contact Fujitsu at (800) 626-4686.

Fujitsu Computer Products of America, Inc.

<http://us.fujitsu.com/fcpa>

1250 East Arques Avenue Sunnyvale, CA 94085-5401, (800) 626-4686 (888) 425-8228 info@fcpa.fujitsu.com

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PA93004-Y85020

HONEYWALL WARRANTY



HONEYWELL PRODUCTIVITY PRODUCTS

9680 Old Bailes Road

Ft. Mill, South Carolina 29707

www.honeywell.com

Who is covered by the warranty?

Products offered by Honeywell Safety and Productivity Solutions are covered for a defined period of time with a Limited Warranty. Honeywell extends this warranty only to the first end-user of the product. This warranty is non-transferable.

What's covered by the warranty?

This warranty covers each product and warrants them to be free from defects in workmanship, under normal use and service, for the defined period of time from the date of purchase by the first end-user. Under this warranty, Honeywell will repair or replace, at its option, any unit that fails to perform according to Honeywell' published specifications during the warranty period.

Products offered by Honeywell Safety and Productivity Solutions are covered for a defined period of time with a Limited Warranty. Honeywell extends this warranty only to the first end-user of the product. This warranty is non-transferable. This warranty covers each product and warrants them to be free from defects in workmanship, under normal use and service, for the defined period of time from the date of purchase by the first end-user. Under this warranty, Honeywell will repair or replace, at its option, any unit that fails to perform according to Honeywell' published specifications during the warranty period.

What's not covered by the warranty?

The warranty does not cover software or damage to the product caused by modification, alteration, misapplication, misuse of, or physical abuse to the product; or damage due to repair or service to the product by anyone other than an Authorized Honeywell Safety and Productivity Solutions Service Center. This warranty also excludes any damage to the product caused by circumstances outside of Honeywell' control, such as, but not limited to, lightning or fluctuation in electrical power.

Acquiring warranty service

Should the product prove to be defective within the warranty period, return the product, as described in the RMA procedures that follow, and Honeywell will, at its option, repair or replace the product, to whatever extent Honeywell deems necessary to restore the product to proper operating condition, without any charge to you.

If you purchased the product from an Authorized Honeywell Reseller, contact the Reseller with the unit's serial number. Your Reseller will contact Honeywell, on your behalf, to arrange for the unit to be serviced.

If you purchased the product directly from Honeywell, or have been instructed by your Reseller to contact Honeywell Safety and Productivity Solutions directly, call the Customer Service Department in your area to request a Repair Maintenance Authorization (RMA) number. Failure to obtain an RMA number before shipping your product to the repair facility will delay the processing of your repair.

When calling for service at any of our repair facilities, please be prepared to give the following information:

Customer ID

Product's type

Brief description of problem

Serial Number and/or Date Code and/or dated Proof-of-Purchase.

(Serial numbers and/or date codes are found in various places on our products. Please have your unit in hand when you call, and a representative will help you find the number or date code.)

If your equipment is still covered under the initial end user's product warranty, please notify the Customer Service Representative when you call. For your protection, we recommend you insure any equipment being sent to Honeywell. Place the product in its original packaging with a copy of your original invoice to avoid possible service delays and ship the product prepaid to the appropriate address. Please ensure that the RMA number is clearly visible on the address label.

HP WARRANTY

HP Networking Product Warranty & Support Summary (December 2013)

	Products	Warranty duration ¹	Advance replacement delivery ²	Business Hours Technical Support ³	24x7 Technical Support ³ (prior Aug. 1, 2013)	Software/OS Releases ⁴
Switches	Modular					
	129xx, 125xx, 119xx, 95xx	1 year	10 days	1 year	N/A	As long as owned ⁴
	105xx, 75xx	1 year	10 days	1 year	1 year	As long as owned ⁴
	82xxzl, 54xxzl, 42xxvl	Lifetime ⁵	NBD	As long as owned ⁵	3 years	As long as owned ⁴
	Fixed-configuration					
	59xx/AF, 583x/AF, 582x/AF	1 year	10 days	1 year	N/A	As long as owned ⁴
	66xx, 580x/AF	Lifetime ⁵	NBD	As long as owned ⁵	N/A	As long as owned ⁴
	62xx/yl, 55xx, 51xx, 38xx, 36xx, 35xx/yl, 31xx, 29xx/al, 281x, 26xx, 25xx/G	Lifetime ⁵	NBD	As long as owned ⁵	3 years	As long as owned ⁴
	Smart Managed					
	1910, 181x, 17xx	Lifetime ⁵	NBD	As long as owned ⁵	3 years	As long as owned ⁴
	190x	3 years	NBD	3 years	3 years	As long as owned ⁴
	IntelliJack Switches	3 years	NBD	3 years	3 years	As long as owned ⁴
	Unmanaged					
	1410	Lifetime ⁵	NBD	As long as owned ⁵	3 years	N/A
	1405	3 years	NBD	3 years	3 years	N/A
Indoor Access Points						
425, M220	Lifetime ⁵	NBD	As long as owned ⁵	3 years	As long as owned ⁴	
MSM46x/430/422/410, MSM3x0	Lifetime ⁵	NBD	3 years ⁷	3 years	3 years ⁷	
M200	Lifetime ⁵	NBD	As long as owned ⁵	3 years	3 years ⁷	
Controllers						
MSM765 zl ⁶	Lifetime ⁵	NBD	3 years ⁷	3 years	3 years ⁷	
MSM775 zl, MSM720	Lifetime ⁵	NBD	As long as owned ⁵	3 years	As long as owned ⁴	
MSM760, MSM710	1 year	NBD	1 year	1 year	1 year ⁷	
10500/7500 20G Unified Wired-WLAN Module	1 year	10 days	1 year	1 year	As long as owned ⁴	
HP RF Manager Controller	1 year	NBD	1 year	1 year	1 year ⁷	
WXxxxx	1 year	30 days	1 year	1 year	As long as owned ⁴	
Other Access devices						
HP 830 Unified Wired-WLAN Switch	Lifetime ⁵	NBD	As long as owned ⁵	3 years	As long as owned ⁴	
MSM4xx-R, MSM3xx-R Outdoor Access Points	1 year	NBD	1 year	1 year	1 year ⁷	
M111 Wireless Client Bridge	1 year	NBD	1 year	1 year	1 year ⁷	
MSM317 Wireless Access Devices	Lifetime ⁵	NBD	3 years	3 years	3 years ⁷	
MSM415 RF Security Sensor	Lifetime ⁵	NBD	3 years	3 years	3 years ⁷	
30xx Wireless Switch	1 year	30 days	1 year	1 year	As long as owned ⁴	
Routers						
88xx, HSR68xx	1 year	10 days	1 year	N/A	As long as owned ⁴	
HSR66xx, 66xx, MSR50, MSR4000, MSR3000, MSR30	1 year	10 days	1 year	1 year	As long as owned ⁴	
MSR9xx, MSR2000, MSR20	1 year	NBD	1 year	1 year	As long as owned ⁴	
Management						
Intelligent Management Center	90 days	N/A	90 days	N/A	90 days(bug fix only)	
PCM+ Network Management (IDM, MM & NIM)(Purchased after February 1, 2009)	90 days	N/A	1 year	N/A	As long as owned (bug fix only for licensed version) 1 year (All releases)	
PCM+Network Management (IDM, MM & NIM)(Purchased before February 1, 2009)	90 days	N/A	As long as owned ⁵	N/A	As long as owned ⁴	
AllianceONE Products						
HP AllianceONE Services/Advanced/Extended Services zl modules ⁵	Lifetime ⁵	NBD	As long as owned ⁵	3 years	As long as owned ⁴	
Sangoma Voice Cards	Lifetime ⁵	NBD	As long as owned ⁵	N/A	As long as owned ⁴	
HP Voice Products						
Voice and communication products	1 year	30 days	90 days	N/A	90 days (bug fix only)	
41xx, 35xx, 31xx IP phones	1 year	30 days	90 days	N/A	90 days(bug fix only)	
Other Software						
Premium License (When purchased separately for 82xx,E66xx, 54xx & 35xx switches)	N/A	N/A	1 year	N/A	As long as owned ⁴ (Maintenance releases only) 1 year (All releases)	
HP Security Appliances						
S80xxF, S30xxF, S10xxF Next Generation Firewall Appliance	1 year	30 days	1 year	N/A	None	
F5000, F/S1000-A/E/S VPN Firewall, U200-A/C/M/S/CS UTM	1 year	30 days	1 year	N/A	As long as owned ⁴	
HP Transceivers						
X244, X242, X132, X131, X129, X122, X121, X119, X112, X111	Lifetime ⁵	NBD	As long as owned ⁵	N/A	N/A	
X240, X170, X160, X140, X135, X130, X125, X124, X120, X115, X114, X110	1 year	30 days	1 year	N/A	N/A	

1) Includes coverage of any built-in fans and power supplies for the entire warranty period. Removable power supplies, modules and accessories such as antennas, fans, power cords, etc. may have different warranty coverage than the host device. See the HP Networking Warranty Coverage Quick Reference at www.hp.com/networking/warrantyquickref for more details.

2) Response time is based on commercially reasonable effort and subject to a daily shipment cutoff time. In some countries and regions and under certain supplier constraints, response time may vary. Contact your local HP service organization for response time availability in your area. NBD=Next Business Day.

3) Warranty, technical support is provided during local HP business hours for the entire warranty period and includes phone and electronic case management. Many products purchased after August 1, 2013 include up to 3 years of 24x7 technical support as noted. See product's Hewlett-Packard Limited Warranty Statement for additional coverage details. Extended coverage services are available.

4) Includes all software/OS releases offered for the specific products listed, when and if available, for as long as you own the product, except where noted. Some software releases may require additional hardware to be installed.

5) For as long as you own the product. You may be required to provide proof of purchase or lease as a condition of receiving warranty service.

6) Hardware warranty, technical support and all software releases provided for hardware and the ONE Service OS only, when and if available, for as long as you own the product. See product specific documentation for application support. 5 year warranty on the disk drive in the HP Alliance One Advanced Services and Services zl Modules, HP AllianceOne Ext zl Mod w/Rivrd Stand, HP MSM765zl Mobility Controller, HP Surv Brch Com zl Mod pwrby Mft Lync.

7) Products purchased before August 1, 2013 include 1 year of technical support and 1 year (bug fix only).

The most current version of this document is available at www.hp.com/networking/warrantysummary. HP Networking product warranty policy details are available at www.hp.com/networking/warranty. Information on services for HP Networking products can be found at www.hp.com/networking/services.

The information contained herein is subject to change without notice. The only warranties for HP products and services are set forth in the express warranty statements accompanying such products and services. Nothing herein should be construed as constituting an additional warranty. HP shall not be liable for technical or editorial errors or omissions contained herein.



HP Warranty Information

This document contains warranty information for HP products, including Compaq, Digital and Tandem branded products.

Note: Some products detailed are normally only supported directly by the HP Customer Services organisation. This document provides summary information. Please refer to the warranty statement shipped with product for a detailed explanation of the warranty terms associated with a particular product.

Limited warranty

This Limited Warranty applies only to HP-branded and Compaq-branded hardware products (collectively referred to in this document as "HP Hardware Products") sold by or leased from Hewlett-Packard Company, its worldwide subsidiaries, affiliates, authorized resellers, or country distributors (collectively referred to in this Limited Warranty as "HP") with this Limited Warranty. The term "HP Hardware Product" is limited to the hardware components and required firmware. The term "HP Hardware Product" DOES NOT include any software applications or programs; non-HP products or non-HP branded peripherals. All non-HP products or non-HP branded peripherals external to the HP Hardware Product— such as external storage subsystems, displays, printers and other peripherals— are provided "AS IS" without HP warranty. However, non-HP manufacturers and suppliers, or publishers may provide their own warranties directly.

HP guarantees that the HP Hardware Products that you have purchased or leased from HP are free from defects in materials or workmanship under normal use during the Limited Warranty Period. The Limited Warranty Period starts on the date of purchase or lease from HP. Your dated sales or delivery receipt, showing the date of purchase or lease of the product, is your proof of the purchase or lease date. You may be required to provide proof of purchase or lease as a condition of receiving warranty service. You are entitled to hardware warranty service according to the terms and conditions of this document if a repair to your HP Hardware Product is required within the Limited Warranty Period.

During the Limited Warranty Period, HP will, at its discretion, repair or replace any defective component. All component parts or hardware products removed under this Limited Warranty become the property of HP. In the unlikely event that your HP Hardware Product has recurring failures, HP, at its sole discretion, may elect to provide you with (a) a replacement unit of HP's choosing that is the same or equivalent to your HP Hardware Product in performance or (b) to give you a refund of your purchase price or lease payments (less interest) instead of a replacement. This is your exclusive remedy for defective products.

It is mandatory that the unit product number and serial number be made available when requesting a warranty service event. Failure to do so may result in the event being deemed out of warranty by HP or, HP's Authorised Service Providers, and therefore chargeable to the requester.

Unless otherwise stated, and to the extent permitted by local law, new HP Hardware Products may be manufactured using new materials or new and used materials equivalent to new in performance and reliability. HP may repair or replace HP Hardware Products (a) with new or previously used products or parts equivalent to new in performance and reliability, or (b) with equivalent products to an original product that has been discontinued. Replacement parts are warranted to be free from defects in material or workmanship for ninety (90) days or, for the remainder of the Limited Warranty Period of the HP Hardware Product they are replacing or in which they are installed, whichever is longer.

Notes:

- Products external to the system processor (CPU) box, such as external storage subsystems, printers and other peripherals, are covered by the applicable warranty for those products or options.
- An effective repair does not necessarily require the replacement of a defective part. For example, cleaning the heads of a floppy drive or updating revision levels of ROM BIOS on a PCA board are activities that in many instances deliver an effective repair.
- BIOS/Firmware upgrades are not covered under the basic warranty Terms & Conditions. Firmware that is an integral part of the option hardware board is not automatically upgraded

when new versions of firmware are released.

Where a specific hardware product problem is found to be caused by a superseded BIOS/firmware revision on an HP component, HP will either bring the firmware up to the latest revision, by exchanging the affected component under warranty, or will recommend that the customer upgrade the firmware using Flash-ROM where appropriate. It is essentially the responsibility of the customer to:

1. Ensure that their software is compatible with the latest BIOS/firmware revision.
 2. Upgrade their firmware to keep it synchronised with the new software releases.
- HP fully understands the concerns raised by customers with regards to the security of any data which may be contained on a hard disk being sent for repair. HP's procedures for handling these items start by acknowledging that all such disks may contain sensitive business or technological information and that all appropriate security is in place to safeguard that information.
1. The procedure for handling returned units is as follows:
 2. The documents accompanying a returned item, record the Authorised Service Provider name and ID number, the serial number of the machine it was removed from and a description of the fault.
 3. Using the first two pieces of information for warranty verification only, the unit is then transferred to HP in Scotland, where it is mixed with units from all over Europe, Middle East and Africa for return to the repair vendor.
 4. The repair of the item in no way depends on HP's ability to read any user data contained on the disk.
 5. During the testing/repair cycle, the disks will have a destructive pattern written onto them that will erase all previously held user data.
 6. If the media is damaged, it is removed and scrapped.

Note: HP does not support the use of degaussers to erase data on the disks. Doing so will invalidate the warranty as the degaussing will also erase other data on the disk which is required to format the disk and ensure it operates appropriately, for example sector alignment data, error correction logic, bad sector files and the geometry of the drive.

Even with the above processes, customers may still be reluctant to return defective disks due to confidential data contained on the disks. Customers who wish to retain the original disk will be required to purchase a replacement disk to affect the repair or, purchase the "Defective Material Retention" service offer.

- All marking and/or branding of HP products must be removable. If the marked or branded product can not be refurbished by HP for use (eg. the branding or tagging removed), then the customer may require to purchase a replacement part or unit. Where marking and/or branding cannot be removed, then the Part credit element of a service event may not be paid.

Exclusions

HP does not guarantee that the operation of this product will be uninterrupted or error-free. HP is not responsible for damage that occurs as a result of your failure to follow the instructions intended for the HP hardware product.

This Limited Warranty does not apply to expendable or consumable parts and does not extend to any product from which:

The serial number has been removed, damaged or rendered defective;

- (a) as a result of accident, misuse, abuse, contamination, improper or inadequate maintenance or calibration or other external causes;
- (b) by operation outside the usage parameters stated in the user documentation that shipped with the product (including burned monitor screens and incorrect input voltage);
- (c) by software, interfacing, parts or supplies not supplied by HP

- (d) improper site preparation or maintenance
- (e) virus infection
- (f) loss or damage in transit
- (g) by modification or service by anyone other than
 - (i) HP
 - (ii) an HP authorized service provider
 - (iii) your own installation of end-user replaceable HP or HP approved parts if available for your product in the servicing country or region.

HP IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. HP IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY HP WHEN THE PRODUCT IS MANUFACTURED.

Before returning any unit for service, be sure to back up data and remove any confidential, proprietary, or personal information..

HP is not responsible for any interoperability or compatibility issues that may arise when (1) products, software, or options not supported by HP are used; (2) configurations not supported by HP are used; (3) parts intended for one system are installed in another system of different make or model

Limitation of liability

If the HP hardware product fails to work as warranted above, HP's maximum liability under the limited warranty is expressly limited to the lesser of the price paid for the product or the cost of repair or replacement of any hardware components that malfunction in conditions of normal use. Except as indicated above, in no event will HP be liable for any damages caused by the product or the failure of the product or perform, including any lost profits or savings, business interruption, loss of use or any other commercial or economic loss of any kind, or special, incremental, or consequential damages. HP is not liable for any claim made by a third party or made by you for the third party. This limitation of liability applies whether damages are sought, or a claim made, under this limited warranty or as a tort claim (including negligence and strict product liability), a contract claim or any other claim. This limitation in liability cannot be waived or amended by any person. This limitation of liability will be effective even if you have advised HP, or an authorized representative of HP, of the possibility of any such damages or even if such possibility were reasonably foreseeable. This limitation of liability, however, will not apply to claims for personal injury.

This limited liability gives specific legal rights. You may also have other rights that may vary from state to state or from county to county. You are advised to consult applicable state or country laws for a full determination of rights.

If HP determines that damage/failure that exists is not covered by the warranty -- i.e. failure of Non-HP memory or options etc. -- the end user will be contacted to determine whether such damage/failure should be repaired for a charge or whether the Product should be returned to the end user as received. All associated transportation and handling costs are charged to the customer.

HP's warranty obligation extends only to products, options, and parts manufactured or distributed by HP, Compaq, Digital or Tandem under their respective brand names. HP in this statement is the sales subsidiary of Hewlett Packard Corporation in the country where the claim is first raised; if no subsidiary exists in the country, it is Hewlett Packard Corporation GmbH in Munich, Germany.

Customer responsibilities

To enable HP to provide the best possible support and service during the Limited Warranty Period, you will be required to:

- Maintain a proper and adequate environment, and use the HP Hardware Product in accordance with the instructions furnished.
- Verify configurations, load most recent firmware, install software patches, run HP diagnostics and utilities, and implement temporary procedures or workarounds provided by HP while HP works on permanent solutions.
- Allow HP to keep resident on your systems or sites certain system and network diagnosis and maintenance tools to facilitate the performance of warranty support (collectively referred to as "Proprietary Service Tools"); Proprietary Service Tools are and remain the sole and exclusive property of HP. Additionally, you will:
 - Use the Proprietary Service Tools only during the applicable warranty period and only as allowed by HP
 - Install, maintain, and support Proprietary Service Tools, including any required updates and patches
 - Provide remote connectivity through an HP-approved communications line, if required
 - Assist HP in running the Proprietary Service Tools
 - Use the electronic data transfer capability to inform HP of events identified by the software
 - Purchase HP-specified remote connection hardware for systems with remote diagnosis service, if required
 - Return the Proprietary Service Tools or allow HP to remove these Proprietary Service Tools upon termination of warranty support
 - Not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools

In some cases, HP may require additional software such as drivers and agents to be loaded on your system in order to take advantage of these support solutions and capabilities.

- Use HP remote support solutions where applicable. HP strongly encourages you to use available support technologies provided by HP. If you choose not to deploy available remote support capabilities, you may incur additional costs due to increased support resource requirements.
- Cooperate with HP in attempting to resolve the problem over the telephone. This may involve performing routine diagnostic procedures, installing additional software updates or patches, removing third-party options, and/or substituting options.
- Make periodic backup copies of your files, data, or programs stored on your hard drive or other storage devices as a precaution against possible failures, alteration, or loss. Before returning any HP Hardware Product for warranty support, back up your files, data, and programs, and remove any confidential, proprietary, or personal information.
- Maintain a procedure to reconstruct your lost or altered files, data, or programs that is not dependent on the HP Hardware Product under warranty support.
- Notify HP if you use HP Hardware Products in an environment that poses a potential health or safety hazard to HP employees or subcontractors. HP may require you to maintain such products under HP supervision and may postpone warranty service until you remedy such hazards.
- Perform additional tasks as defined within each type of warranty service listed below and any other actions that HP may reasonably request in order to best perform the warranty support.

Types of hardware warranty service

Listed below are the types of warranty services that may be applicable to the HP Hardware Product you have purchased. For more details, refer to the "[Limited warranty period](#)" section.

Customer self repair

HP products are designed with many Customer Self Repair (CSR) parts to minimize repair time and allow for greater flexibility in performing defective parts replacement. If during the diagnosis period, HP identifies that the repair can be accomplished by the use of a CSR part, HP will ship that part directly to you for replacement. There are two categories of CSR parts:

- Parts for which customer self repair is mandatory. If you request HP to replace these parts, you will be charged for the travel and labor costs of this service.
- Parts for which customer self repair is optional. These parts are also designed for customer

self repair. If, however, you require that HP replace them for you, this may be done at no additional charge under the type of warranty service designated for your product.

Based on availability and where geography permits, CSR parts will be shipped for next business day delivery. Same-day or four-hour delivery may be offered at an additional charge where geography permits. If assistance is required, you can call the HP Technical Support Center and a technician will help you over the phone. HP specifies in the materials shipped with a replacement CSR part whether a defective part must be returned to HP. In cases where it is required to return the defective part to HP, you must ship the defective part back to HP within a defined period of time, normally five (5) business days. The defective part must be returned with the associated documentation in the provided shipping material. Failure to return the defective part may result in HP billing you for the replacement. With a customer self repair, HP will pay all shipping and part return costs and determine the courier/carrier to be used.

Parts only warranty service

Your HP Limited Warranty may include a parts only warranty service. Under the terms of parts only service, HP will provide replacement parts free of charge. If HP carries out the repair, labor and logistics costs are at your expense.

Advanced unit replacement warranty service

Your HP Limited Warranty may include an advanced unit replacement warranty service. Under the terms of the advanced unit replacement warranty service, HP will ship a replacement unit directly to you if the HP Hardware Product you purchased is diagnosed as defective. On receiving the replacement unit, you will be required to return the defective unit back to HP, in the packaging that arrives with the replacement unit, within a defined period of time, normally five (5) days. HP will incur all shipping and insurance costs to return the defective unit to HP. Failure to return the defective unit may result in HP billing you for the replacement unit.

Pick up and return warranty service

Your HP Limited Warranty may include a pick up and return warranty service. Under the terms of pick up and return service, HP will pick up the defective unit from your location, repair it, and return it to your location. HP will incur all repair, logistics, and insurance costs for this type of service.

Mail-in warranty service

Your HP Limited Warranty may include a mail-in warranty service. Under the terms of mail-in service, you will be required to ship your HP Hardware Product to an authorized service location for warranty repair. You must prepay any shipping charges, taxes, or duties associated with transportation of the product to the repair location. In addition, you are responsible for insuring any product you ship, and you assume risk of loss during shipping. HP will return the repaired product to you and incur all logistics and insurance costs to return the product to you.

Carry-in warranty service

Your HP Limited Warranty may include a carry-in warranty service. Under the terms of carry-in service, you will be required to deliver your HP Hardware Product to an authorized service location for warranty repair. You must prepay any shipping charges, taxes, or duties associated with transportation of the product to and from the service location. In addition, you are responsible for insuring any product shipped or returned to an authorized service location, and you assume risk of loss during shipping.

On-site warranty service

Your HP Limited Warranty may include an on-site warranty service. Under the terms of on-site service, HP may, at its sole discretion, determine if a defect can be repaired:

- Remotely
- By the use of a CSR part
- By a service call at the location of the defective unit

If HP ultimately determines that an on-site service call is required to repair a defect, the call will be scheduled during standard office hours unless otherwise stated for the HP Hardware Product you purchased. Standard office hours are typically 08:00 to 17:00, Monday through Friday, but may vary with local business practices. If the location of the defective unit is outside the customary service zone (typically 50km), response times may be longer or there may be additional charges. To locate the nearest HP authorized service provider, refer to the HP website at www.hp.com/support. In order to receive on-site support, you must:

- Have a representative present when HP provides warranty services at your site
- Notify HP if products are being used in an environment which poses a potential health or safety hazard to HP employees or subcontractors
- Subject to its reasonable security requirements, provide HP with sufficient, free, and safe access to and use of all facilities, information, and systems determined necessary by HP to provide timely support
- Ensure that all manufacturers labels (such as serial numbers) are in place, accessible, and legible
- Maintain an environment consistent with product specifications and supported configurations

Listed below are the types of warranty services that may be applicable to the HP Hardware Product you have purchased. For more details, refer to the "[Limited warranty period](#)" section.

Options limited warranty

The Limited Warranty terms and conditions for most HP-branded options (HP Options) are as set forth in the Limited Warranty applicable to the HP Option and are included in the HP Option product packaging. If your HP Option is installed in an HP Hardware Product, HP may provide warranty service for either the period specified in the warranty documents (HP Option Limited Warranty Period) that shipped with the HP Option or for the remaining warranty period of the HP Hardware Product in which the HP Option is being installed, whichever period is the longer unless stated otherwise in the "[Limited warranty period](#)" section. In all cases, the warranty period of the HP Option will not exceed three (3) years from the date you purchased the HP Option. The HP Option Limited Warranty Period starts from the date of purchase from HP or an HP authorized reseller. Your dated sales or delivery receipt, showing the date of purchase of the HP Option, is your warranty start date. See your HP Option Limited Warranty for more details. Non-HP options are provided "AS IS". However, non-HP manufacturers and suppliers may provide warranties directly to you.

Spare parts

All HP spare parts (see Notes 1 and 2 below) that are used to replace defective parts in a HP product are entitled to:

the remaining service period of the product in which it is installed; or
90 days parts replacement warranty, whichever is greater.

This may include free on-site repair if the HP product is entitled to on-site warranty. See Table - Warranty Services Table.

NOTE 1: The replacement spare part must be a genuine HP spare part.

NOTE 2: This does not include Spare Rechargeable Battery Packs, Spare Compaq Netelligent Products and Network Interface Cards, Microcom Integrated Access Devices, and Compaq External Modems (see below).

Spare Compaq Rechargeable Battery Packs are entitled to a 12 month Parts-only Warranty. Spare Compaq Netelligent, Compaq External Modems and Microcom Integrated Access Products are entitled to the remaining warranty of the replaced product as shown in Table. They do **not** adopt the remaining service period of the product to which they are connected and or any warranty services to which the product is entitled (this/which may include free on-site repair). Spare Netelligent Network Interface Cards receive lifetime Parts-only Warranty.

NOTE: Spare Part, provided that the replacement part is a genuine HP spare part, purchased to repair "Out of Warranty" machines are entitled to 90 days parts-only warranty from date of sale of the spare part to the End User. It is a requirement that an End User Proof of Purchase is provided when claiming spare part warranty. Validation of the spare part warranty will be made against this Proof of

Purchase. This may be dependent on local country legislation.

Software limited warranty

Except as provide in the applicable software end-user license or program license agreement, or if otherwise provided under local law, software products, including any software products, freeware (as defined below) or operating systems preinstalled by HP are provided "AS IS" and with all faults, and HP hereby disclaims all other warrantyies and conditions, either express, implied, or statutory, including, but not limited to, warranties of title and non-infringement, any implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, and lack of viruses.

Some states/jurisdictions do not allow exclusion of implied warranties or limitations on the duration of implied warranties, so the above disclaimer may not apply to you in its entirety. To the maximum permitted by applicable law, in no event shall HP or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use or inability to use the software product, even if HP or any supplier has been advised of the potential of such damages and even if the remedy fails of its essential purpose.. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

HP's only warranty obligations with respect to software distributed by HP under the HP brand name are set forth in the applicable end-user license or program license agreement provided with that software. If the removable media on which HP distributes the software proves to be defective in materials or workmanship within ninety (90) days of purchase, your sole remedy shall be to return the removable media to HP for replacement. For blank tape removable media please refer to the following

website: <http://h20000.www2.hp.com/bizsupport/TechSupport/Document.jsp?objectID=lpq50101>

It is your responsibility to contact non-HP manufacturers or suppliers for their warranty support.

Freeware operating systems and applications

HP does not provide support for software provided under public license by third parties, including operating systems or applications ("Freeware"). Support for Freeware provided with HP Hardware Products is provided by the Freeware vendor. Please refer to the Freeware operating system or other Freeware application support statement included with your HP Hardware Product

Note:If the removable media on which HP distributes the software proves to be defective in materials or workmanship within ninety (90) days of purchase, the sole remedy shall be to return the removable media to HP for replacement. For blank tape removable media please refer to the following web site. <http://h20000.www2.hp.com/bizsupport/TechSupport/Document.jsp?objectID=lpq50101>

Support for initial setup

Electronic or telephone support for initial setup is available from HP for ninety (90) days from date of purchase. See "Contacting HP" for online resources and telephone support.

Support includes:

- Answering installation questions (how-to, first steps, and prerequisites)
- Setting up and configuring software and options supplied or purchased with HP Hardware Products (how-to and first steps)
- Interpreting system error messages
- Isolating system problems
- Obtaining support pack information or updates for software purchased or supplied with HP Hardware Products

Support does NOT include assistance with:

- Generating or diagnosing user-generated programs or source codes

- Installation of non-HP products
- System optimization, customization, and network configuration.

Limited warranty transfer to another country

Under the HP Global Limited Warranty program, products may be purchased in one country/region and transferred to another country/region, where HP or its authorized service providers offer warranty service for the same product model number without voiding the warranty. Warranty terms, service availability, and service response times may vary from country to country or region to region. Standard warranty service response time is subject to change due to local parts availability. When the product has been transferred to another country it will be entitled to the same warranty as if the product had been purchased in the country to which it has been transferred.

HP is not responsible for any tariffs or duties that may be incurred in transferring the products. Transfer of the products may be covered by export controls issued by the United States or other governments.

HP's Warranty Service Delivery Methods.

HP delivers warranty service on HP products via several delivery methods. Warranty service is provided during normal business hours, excluding local holidays, and is based on commercially reasonable efforts by HP or an HP Service Provider. Unless otherwise stated, all responses are measured from the time the customer calls HP or until HP has established a mutually acceptable time for support to be performed.

The definitions of HP's Warranty Service Delivery methods are detailed below:

On site Same Business Day: HP aims to ensure that a customer problem will be responded to within 4 hours, following the end users first notification of equipment failure. Unless otherwise stated, all responses are measured from the time the customer calls, or a mutually acceptable time for support to be performed has been established, or HP has begun to provide support or remote diagnostics. This is available on a 24 hour x 7 day basis with a work through until resolution of the problem.

On site One Business Day: HP aims to ensure that the product will be operational by the end of the next business day following the end users first notification of equipment failure. Unless otherwise stated, all responses are measured from the time the customer calls, or a mutually acceptable time for support to be performed has been established, or HP has begun to provide support or remote diagnostics.

For example: Customer reports the failure of a Systems product at any time during business hours on Monday, the product will be fixed by the end of business day on Tuesday.

On site Two Business Day: HP aims to ensure that the product will be operational by the end of the second business day following the end users first notification of equipment failure. Unless otherwise stated, all responses are measured from the time the customer calls, or a mutually acceptable time for support to be performed has been established, or HP has begun to provide support or remote diagnostics.

For example: Customer reports the failure of a Business Desktop product at any time during business hours on Monday, the product will be fixed by the end of business day on Wednesday.

Carry-in Two Business Day: HP aims to ensure that the product will be operational and available to the end user within two business days following arrival of the faulty equipment at the service providers workshop location.

For example: Customer delivers a faulty product to a carry-in repair centre at any time during business hours on Monday, the product will be available for collection by the end of business day on Wednesday.

Carry-in Five Business Day: HP aims to ensure that the product will be operational and available to the end user within five business days following arrival of the faulty equipment at the service provider's workshop location.

For example: Customer delivers a faulty product to a carry-in repair centre at any time during

business hours on Monday, the product will be available for collection by the end of business day on the following Monday.

Mail-in Five Business Day: HP aims to ensure that the product will be operational and returned to the end user within five business days following arrival of the faulty equipment at a HP Service Centre for repair.

For example: Customer delivers a faulty product to a Mail-in centre at any time during business hours on Monday, the product will be returned to the customer by the end of business day on Tuesday of the following week.

Pick Up & Return Two Business Day: HP aims to ensure that the product will be operational and returned to the end user within two business days following the pick up of the faulty equipment from the customer.

For example: HP or an HP Service Provider pick up the defective unit from the customer any time during business hours on Monday, the product will be delivered back to the customer by the end of business day on Wednesday.

Pick Up & Return Five Business Day: HP aims to ensure that the product will be operational and returned to the end user within five business days following the pick up of the faulty equipment from the customer.

For example: HP or an HP Service Provider pick up the defective unit from the customer any time during business hours on Monday, the product will be delivered back to the customer by the end of business day on Friday.

HP Care Pack Services Information

HP also offers extended/upgraded services under the name of Care Pack. A wide range of Care pack services is available to cover most current HP products. It is the customer's responsibility to register each Care pack with HP so that the related hardware is automatically allocated the correct extended/upgraded service by the EMEA service management system. Refer to the following site for more details.

<http://h41111.www4.hp.com/hps/carepack/uk/en/index.html>

HP Care Pack Services Information

Requirements

HP Warranty Services

The following Warranty Services tables provide a general summary of the warranty offerings for HP products. The warranty documents provided with the goods at time of sale provide details of the actual warranty terms. Please refer to the notes at the end of the table for clarification of terminology, delivery methods and additional information.

Key to Warranty

Please refer to the Warranty methods section above for an explanation of terms.

SBD = Onsite Same business day,

1BD = Onsite One business day,

2BD = Onsite second business day,

5BD = Onsite fifth business day,

PuR = Pick Up and Return,

POW = parts only warranty.

INFINIDAT EULA AND COD OFFERING

Infinidat End User License Agreement

IMPORTANT – PLEASE READ CAREFULLY: THIS IS A LEGAL AGREEMENT ("AGREEMENT") BETWEEN INFINIDAT WHICH MEANS (I) INFINIDAT, INC. IF YOU ARE LOCATED IN THE UNITED STATES; (II) INFINIDAT LTD. IF YOU ARE LOCATED OUTSIDE OF THE UNITED STATES AND IN A COUNTRY IN WHICH INFINIDAT LTD. DOES NOT HAVE A SUBSIDIARY; (III) THE LOCAL INFINIDAT LTD. SUBSIDIARY IF YOU ARE LOCATED OUTSIDE OF UNITED STATES AND IN A COUNTRY IN WHICH INFINIDAT LTD. HAS A LOCAL SUBSIDIARY ("INFINIDAT", "OUR", "US" OR "WE") AND YOU, AS AN AUTHORIZED REPRESENTATIVE OF AN ENTITY ("YOU" OR "YOUR"), THAT HAS OBTAINED THE PRODUCT, AS DEFINED BELOW, DIRECTLY FROM INFINIDAT OR FROM AN AUTHORIZED INFINIDAT PARTNER .

BY EXECUTING THE PURCHASE ORDER, YOU ACCEPT THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

THIS AGREEMENT SHALL GOVERN YOUR USE OF THE PRODUCT UNLESS YOU HAVE A SEPARATE WRITTEN AGREEMENT IN EFFECT WITH INFINIDAT THAT SPECIFICALLY GOVERNS THE SUBJECT MATTER HEREOF AND IS EXPLICITLY STATED TO TAKE PRIORITY.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE RIGHT, AUTHORITY AND CAPACITY TO DO SO AND BIND SUCH ENTITY TO THIS AGREEMENT, AND IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY.

Definitions

"Affiliate" means any corporation, company or other business entity that directly or indirectly, controls, is controlled by, or is under common control with Infinidat.

"Documentation" means our user manuals, instructions and similar materials that are delivered with the Product, including any updates or supplements thereto.

"Enhancement" means an update (such as a fix or patch), modification, improvement, addition and/or customization to a Product, including those resulting in new features and functionality.

"Intellectual Property Rights" means all rights, titles and interests in, to and under patents, inventions, discoveries, copyrights, trademarks, trade names, trade dress, technical information, data, know-how, show-how, trade secrets, designs, drawings, models, specifications, formulas, methods, techniques, processes, databases, software, code, algorithms, architecture, records, documentation, and other similar intellectual and industrial property, in any form and embodied in any media, whether capable of protection or not, whether registered or unregistered, and including all applications, registrations, renewals, extensions, continuations, divisions or reissues thereof.

"Laws" means any applicable laws, statutes, ordinances, rules and regulations of any jurisdiction (including for the avoidance of doubt any Federal, state, provincial or local laws).

"Product" means, collectively, the hardware and Software, and any Enhancement thereto provided by Infinidat at any time.

"Proprietary Legends" means any copyright, trademark, patent, or other proprietary legend, notice or designation.

"Software" means the Infinidat proprietary software product licensed and provided at any time, including firmware embedded in the, software programs provided by Infinidat and any Enhancement thereto.

License. Subject to the terms and conditions of this Agreement, Infinidat hereby grants you a limited, nonexclusive, nontransferable, non-sublicensable, revocable (solely in accordance with the termination provisions below) license, to (i) use, in object code only, the Software for your internal business purposes only; and (ii) use the Documentation solely in connection with your use of the Product (collectively, the "License").

Limited License Capacity. If the Products are subject to a specified capacity limit, you are only authorized to use the Software at or below the limit you paid for. Infinidat or its authorized partner, may invoice you, and

you shall pay, for the additional capacity in the Product after your usage exceeds the specified capacity limit three times in a 30-day period, even if usage subsequently falls below that limit. You shall enable the Product's phone home feature to allow us to monitor capacity usage. We reserve the right to inspect or otherwise verify compliance with this Section.

License Restrictions. Except to the extent expressly permitted otherwise in this Agreement, or expressly mandated otherwise by applicable Law, you shall not, and shall not permit or encourage any third party (including, without limitation, your personnel) to, do any of the following without obtaining the prior express written consent of Infinidat: (i) copy or reproduce the Software; (ii) sell, assign, lease, lend, rent, distribute, sublicense, or make available the Software to any third party, or otherwise use the Software to operate in, or as, a time-sharing, outsourcing, or service bureau environment; (iii) modify, alter, adapt, arrange, translate, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code (or the underlying structure, sequence or organization) of, the Software; (iv) reverse engineer or disassemble the Product's hardware; (v) integrate, incorporate, include, or bundle the Software into or with any other hardware or software; (vi) remove, alter, or conceal, in whole or in part, any Proprietary Legends displayed or contained on/in the Product; (vii) circumvent, disable or otherwise interfere with security-related features of the Software, or with features that are intended to prevent or restrict the use thereof; (viii) make a derivative work of the Software, or use the Software to develop any service or product that is the same as, or substantially similar to, the Software; (ix) use the Software to perform comparisons or other "benchmarking" activities, either alone or in connection with any other software or hardware, or disclose or publish the results thereof or other performance information; x) use the Software for any inappropriate purpose (as Infinidat shall determine in its sole and absolute discretion), or contrary to any Law.

Ownership. INFINIDAT DOES NOT SELL OR TRANSFER TITLE, AND SHALL NOT BE DEEMED TO HAVE SOLD OR TRANSFERRED TITLE, IN ANY SOFTWARE TO YOU. As between you and Infinidat, Infinidat is and shall remain the sole and exclusive owner of all Intellectual Property Rights in, to and under the Product and the Documentation. Infinidat reserves all rights not expressly granted hereunder, and nothing in this Agreement constitutes a waiver of Infinidat's Intellectual Property Rights under any Law.

Limited Software Warranty

Software Warranty. Infinidat warrants that for a period of ninety (90) days, commencing on the date that the Product is delivered to you, and subject to the terms and conditions of this Section 6, the Software components included in the Product will substantially comply with the applicable specifications set out in the Documentation (the "Software Warranty").

Warranty Service. If you notify us in writing within the applicable Software Warranty periods as specified above (the "Warranty Period"), of a warranty claim, we will make commercially reasonable efforts to provide a fix, patch or workaround, which may be included in a future Software release, at no additional charge to you. No services provided by us under this Section 6.2 shall be deemed to recommence any Warranty Period, and any repairs, fixes or replacement parts provided as part of the foregoing warranty service are warranted for the remainder of the applicable Warranty Period, as then in effect.

Warranty Service Exclusions. Warranty services described herein above exclude, and Infinidat shall have no responsibility hereunder to repair, replace, fix or provide any support or any other remedial services for, any and all of the following: (a) Products that have been altered, reconfigured or modified by you or any third party other than Infinidat's authorized customer support personnel; (b) Software that has been incorporated or bundled with other software or hardware not provided or approved in writing by Infinidat; (c) Products not installed by Infinidat's authorized customer support personnel, and which have not been operated, repaired or maintained in accordance with Infinidat's instructions; (d) Products which have been operated outside of the environmental specifications for the Product; (d) damage to the hardware or Software caused by your negligence, abuse or use other than as specified in the Documentation, or by natural disasters or other factors beyond the control of Infinidat; or (e) Software problems not reproducible by Infinidat.

Your Warranty Responsibilities. As a condition to Infinidat's obligations under this Section, you agree that if Infinidat determines that in order to perform its Product Warranty services it must do so at your premises on which the Product is located and/or remotely, you must provide free, safe and sufficient access to your facilities and the Product and any associated computer equipment on which the Product is installed. For the avoidance of any doubt, the License referenced herein, together with the warranty remain valid only on the basis of Infinidat's ability to remotely control/ access and/or control the Product as may be required at any time. As part of this remote access the Product will send to Infinidat monitoring data information on a regular basis.

High Risk Activities. You acknowledge that the Product is not specifically designed or intended for use in environments in which the failure of the Product could lead directly to death, personal injury, or severe physical or property damage, including, without limitation, any nuclear, chemical or weapons production facility or activity, aircraft control devices, aerospace equipment, or medical life support equipment (collectively, "High Risk Activities"). Without limiting the generality of the Warranty Disclaimer referenced below, Infinidat expressly disclaims any express or implied warranty of fitness for High Risk Activities, and any liability for any damage arising as a result of the use of the Product in any High Risk Activity.

INFINIDAT MAKES NO REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION (a) THAT THE SOFTWARE WILL OPERATE IN THE COMBINATIONS WHICH YOU MAY SELECT FOR USE; (b) THAT YOUR USE OF THE PRODUCT WILL MEET YOUR EXPECTATIONS BE ERROR-FREE AND THAT ANY ERROR CONDITIONS WILL BE CORRECTED.

THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

Third Party Software. The Software may contain third party, including open source, software ("Third Party Software") and you acknowledge there may be third party terms and conditions ("Third Party Terms"). In such a case, upon receipt of a written request from you, we will make available a list of any such Third Party Software and related Third Party Terms in the Documentation, and will use commercially reasonable efforts to comply with any reasonable request you submit to us for exercising your rights under such Third Party Terms. Notwithstanding anything in this Agreement to the contrary, Infinidat does not make any representation, warranty, guarantee, condition, and does not undertake any defense or indemnification, with respect to any Third Party Software.

Indemnification

In the event of any claim, action, proceeding or suit by a third party against you claiming that the Product infringes such third party's U.S. patent or copyright (an "Infringement Claim"), Infinidat shall defend and hold you harmless against the Infringement Claim, and will pay (a) the amounts awarded (and then-currently payable) against you in such Infringement Claim (to the extent of such infringement); or (b) the amounts agreed to settle such Infringement Claim.

Our obligations under this Section shall only apply if you (a) promptly notify us in writing of the Infringement Claim; (b) fully cooperate with us in, but permit us to assume control of, the defense and/or settlement of the Infringement Claim; and (c) refrain from admitting any liability, or otherwise compromising the defense of any part of the Infringement Claim, without our prior express written consent. Infinidat agrees not to settle any Infringement Claim without your prior express written consent, not to be unreasonably withheld, conditioned or delayed. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

Should the Product (or any part thereof) become, or in our opinion be likely to become, the subject of any Infringement Claim, then you hereby permit us, at our option and expense, to either (a) procure for you the right to continue using the Product or such part (as the case may be); or (b) replace or modify the Product (or affected part thereof) so that it becomes non-infringing, while maintaining substantially the same functionality. If neither (a) nor (b) is commercially practicable, then we may, in our sole and absolute discretion, terminate your rights under this Agreement with respect to the Product, and: (x) refund to you on a pro rata basis the Fees paid by you to Infinidat or its authorized reseller or distributor (as the case may be) with respect to the Product, subject to a 3 year straight-line depreciation schedule; and (y) in the case of Support Services purchased directly from Infinidat, provide a refund of any periodic fees paid to Infinidat for any portion of such Support Services not yet received with respect to the affected portion of the Product.

Infinidat shall have no obligation or liability with respect to an Infringement Claim that is based upon or results from: (a) the combination of the Product (or part thereof) with any equipment, hardware, firmware, or software not furnished or approved in writing by Infinidat, if there would have been no

infringement but for such combination; (b) any modification to/of the Product (or part thereof) not performed by Infinidat; (c) unauthorized use of the Product (or part thereof); (d) your failure to install or have installed any Enhancements to the Product provided by Infinidat, if installation of such Enhancement would have avoided the infringement; and/or (e) our compliance with your specifications, designs and/or instructions. This (Indemnification) states the entire obligation and liability of Infinidat, and your sole and exclusive remedy, with respect to an Infringement Claim.

Limitation of Liability. IN NO EVENT WILL INFINIDAT OR ITS AFFILIATES OR BE LIABLE FOR: (I) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES; (II) ANY LOSS OF PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF REVENUE, OR LOSS OF ANTICIPATED SAVINGS; (III) ANY LOSS OR CORRUPTION OF, OR DAMAGE TO, DATA, REPUTATION, OR GOODWILL; AND/OR (IV) THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES. THE TOTAL CUMULATIVE LIABILITY OF INFINIDAT AND ITS AFFILIATES UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL NOT EXCEED (A) THE AMOUNT PAID BY YOU TO, AND ACTUALLY RECEIVED BY, INFINIDAT OR AN AUTHORIZED PARTNER FOR THE PRODUCT IN WHICH THE LIABILITY WAS INCURRED, OR (B) IF NO SINGLE QUOTE IS SO APPLICABLE, THE AMOUNT OF FEES (IF ANY) PAID BY YOU, AND ACTUALLY RECEIVED BY, INFINIDAT OR AN AUTHORIZED PARTNER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY: (x) EVEN IF INFINIDAT OR ITS AFFILIATES HAVE BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES OR DAMAGES; (y) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; and (z) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY (SUCH AS, BUT NOT LIMITED TO, BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR TORT). SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR THE PRODUCTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU WHERE, AND TO THE EXTENT THAT, APPLICABLE LAW REQUIRES SUCH LIABILITY. THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

Confidentiality. During the Term, each party may have access to certain information of the other party, whether furnished before or after your entering into this Agreement, and in any form or media and regardless of the manner in which furnished (collectively, "Confidential Information"). The receiving party agrees: (x) not to disclose the disclosing party's Confidential Information to any third parties other than to its employees, consultants or Affiliates on a strict "need to know" basis only; (y) not to use or reproduce any of the disclosing party's Confidential Information for any purposes except to exercise its rights and perform its obligations under this Agreement; (z) use at least reasonable care to keep and protect the disclosing party's Confidential Information confidential. Notwithstanding the foregoing, the disclosing party may disclose Confidential Information if required by law provided that the receiving party has given the disclosing party prompt notice. Infinidat recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

Term and Termination. This EULA shall be applicable for the entire duration of the License period granted to you under the purchase documents and as applicable, those clauses that inherently apply post termination, shall accordingly be valid for a period of seven years, following the termination of any License.

Export Controls. You shall comply with all, and shall be solely responsible for obtaining all required authorizations and licenses from applicable government authorities under, Export Control Laws, in connection with your use of the Product and Documentation.

US Government Rights. To the extent applicable it is confirmed that the Software is "commercial computer software" and the Documentation is "commercial computer software documentation," pursuant FAR Section 12.212, as applicable. If you are an agency, department, employee or other entity of the United States

Government, then your access to and use of any part of the Software and/or the Documentation shall be subject solely to the terms and conditions of this Agreement.

Assignment. This License Agreement and any rights or obligations hereunder: (a) may not be assigned, sublicensed or otherwise transferred by you without the express prior written consent of Infinidat. Subject to the foregoing, this Agreement shall bind and benefit and be enforceable by each party and its respective successors and permitted assigns. Any prohibited assignment shall be null and void.

Governing Law and Jurisdiction. This Agreement shall be governed by, and construed exclusively in accordance with (i) the Federal laws of the United States. The U.N. Convention on Contracts for International Sale of Goods shall not apply to the Agreement.

General

Entire Agreement. This License, together with the underlying GSA Schedule Contract, Schedule Pricelist and Purchase Order(s) (i) constitutes the entire agreement between the parties with respect to the subject matter hereof; and (ii) may be modified only by a writing signed by both parties.

Notice. You agree that Infinidat may send you notices by email, by regular mail, and/or via postings on or through the Infinidat Website. You agree to send all notices to Infinidat General Counsel, Infinidat Ltd, Hemnofim 9, Herziliya, Israel

Waiver. No failure or delay by either party in exercising or enforcing any right, power or remedy under this Agreement (or otherwise at law or in equity) will operate as a waiver thereof. Waivers shall apply only in the specific instance in which given. Any waiver by Infinidat of any provision of this Agreement shall only be valid if in writing, duly signed, and sent to you via regular mail.

Severability. If any court of law that has jurisdiction rules that any provision of this Agreement is invalid, then such invalid provision will not affect any of the remaining provisions of this Agreement, which shall remain in full force and effect.

INFINIDAT GSA COD OFFERING

When purchasing INFINIDAT Model numbers with COD the item being purchased is a quantity 1 TB useable capacity of the specific storage array. Minimum initial capacity purchases are required per model and defined in the below table.

Family	Model #	Minimum Base Capacity	Full Capacity	Remaining Capacity
F2000	F2230ACC24COD	150	248	98
	F2240ACC24COD	200	331	131
	F2260ACC24COD	250	499	249
F4000	F4240ACC24COD	300	682	382
	F4260ACC24COD	350	1024	674
F6000	F6230ACC24COD	400	1035	635
	F6240ACC24COD	500	1380	880
	F6260ACC24COD	600	2074	1474
	F6280ACC24COD	700	2765	2065

- For example, if customer purchases an INFINIDAT F2260 under the COD model, they would have to order a quantity of 250 of Model # F2260ACC24COD. This purchase entitles the customer to be able to use up to 250 TB on the F2260. If the customer desires they can purchase an additional 249TB on that system. There is no obligation to purchase additional capacity.
- For Products with full storage capacity of 1PB or higher, any such additional storage capacity purchased shall be in increments of at least 50 TBs, rounded up. For Products with full storage capacity lower than 1PB, any such additional storage capacity purchased shall be in increments of at least 25 TBs, rounded

up. Any purchase above 80% full Product's storage capacity will automatically require purchase of 100% of Product's storage capacity.

The initial purchase includes hardware, software 3 years support for the capacity purchased. Additional capacity purchases would include hardware, software and co-terminus maintenance.

JABRA WARRANTY

WARRANTY & SERVICE INFORMATION

BUSINESS PRODUCTS

Limited One (1), Two (2) or Three (3) Year Warranty

GN Netcom, Inc. ("GN") warrants to the first end-user purchasing the product from a distributor or reseller ("GN Partner"), that the product shall be free from defects in materials and workmanship subject to the terms set forth below ("Warranty") for a period of ("Warranty Period"):

- **Cordless products:** one (1) year from the date the products have been purchased
- **Corded products:** two (2) years from the date the products have been purchased
- **BIZ 2400:** three (3) years from the date the products have been purchased

If the product is sold or otherwise transferred to another party, the Warranty will automatically terminate prior to expiration. Furthermore, the Warranty will terminate immediately if the product is (a) altered, repaired, or maintained by anyone other than GN or a GN Partner which is authorized to do GN warranty work, whether or not successful, or (b) being used together with non-GN branded or certified accessories or other peripheral equipment.

During the Warranty Period, GN will, at GN's sole discretion (a) repair the product using new or refurbished parts, (b) replace the product with a new or refurbished product, or (b) refund the purchase price paid ("Warranty Service"). The Warranty sets forth the extent and limit of GN's obligations towards the end-user except as modified by applicable law.

Warranty on replaced or repaired products is twelve (12) months, OR the rest of the original Warranty Period, whatever is longest.

As part of GN's efforts to reduce environmental waste the product may consist of reconditioned equipment that contain used components, some of which may have been reworked. The used components meet GN's high quality standards and comply with GN's product performance and reliability specifications. Defective parts or products replaced by or returned to GN during the Warranty Period become the property of GN.

How to Obtain Warranty Service To obtain Warranty Service, please contact the GN Partner from which the product was purchased.

The product must be returned in its original packaging, if possible, or packaging affording an equal degree of protection. During the Warranty Period, except where prohibited by applicable law, the end-user will bear the cost of shipping the product to GN or such other place as GN may direct. If the product is covered by the Warranty, GN will bear the cost of return shipping after service has been completed. Return shipping will be charged to the end-user for products not covered by the Warranty or requiring no warranty repair. Damage occurred during shipment is deemed the responsibility of the carrier, and any claim should be made directly to said carrier.

The following information must be presented to obtain Warranty Service:

1. The defective product,
2. The end-user's name, company name if applicable, address, Email address and telephone number,

3. A description of the problem, and
4. Proof of purchase which clearly indicates the name and address of the GN Partner, date of purchase, product type and model number. Without proof of purchase, the Warranty Period will commence on the date labeled on the product.

Consumable Components and Accessories Exempt From Warranty Limited-life consumable components and accessories subject to normal wear and tear are exempt from Warranty, unless they are found to be defective or broken upon purchase of the product. This includes among others:

- Basic QD to modular plug cords
- Basic QD to device specific plug cords
- Basic USB cords
- Adapter plugs
- LINK Mobile cords
- Modular RJ9 to RJ9 cords
- Busylight
- Headbands
- Neckbands
- Ear cushions
- Ear tips
- Ear hooks
- Headset stands
- Microphone windscreens
- Decorative finishes
- Foam products
- Removable batteries

Consumable components and accessories that malfunction within fourteen (14) days after they have been purchased are deemed to have been defective or broken upon purchase.

Limitations of Warranty This Warranty only applies to products purchased for use, not for resale. This Warranty is invalid if the factory-applied serial number, date code label, and/or product label has been altered or removed from the product.

This Warranty only applies to defective factory material and factory workmanship and does not cover defects or damages caused by or attributable to (a) improper storage or faulty installation and operation; misuse or abuse; accident or neglect, (b) contact with any liquid, (c) use of the product or accessories for commercial purposes, or subjecting the product or accessories to improper or abnormal usage or conditions, or (d) other acts which are not the fault of GN, including matters attributable to a GN Partner.

This Warranty does not apply to products which have not been charged for six (6) months. If the battery in a product has not been charged for a period of six (6) months, the product might not function or regain its full potential and long-term performance. GN does not offer any warranty for such performance.

It is the end-user's responsibility to operate and care for the product in accordance with the instructions and specifications supplied with the product. Repairs resulting from failure to do so are not covered by the Warranty.

REPAIRS, REPLACEMENTS OR REFUNDING AS PROVIDED UNDER THIS WARRANTY ARE THE EXCLUSIVE REMEDY OF THE END-USER. NEITHER GN NOR YOUR GN PARTNER SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON THE PRODUCT, INCLUDING WITHOUT LIMITATION COMMERCIAL LOSS, INCIDENTAL EXPENSES, LOSS OF TIME, OR INCONVENIENCE. EXCEPT TO THE EXTENT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PRACTICAL PURPOSE.

NOTE!The Warranty gives the end-user specific legal rights. The end-user may also have other rights which vary from state to state or country to country. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or implied warranties, so the above exclusions may not apply. The Warranty does not affect statutory legal rights under applicable national or local laws.

WARRANTY AND SERVICE INFORMATION CONSUMER PRODUCTS

In-warranty returnsWe strive to solve your problem in a fast and professional manner. You find the solution to most product issues on our online web support or by calling our customer support. In case we are not able to solve your problem here and you have a product covered by our Warranty terms (see below), our customer support will guide you to easiest way of returning your headset. You will always need your receipt or other proof of purchase to claim warranty.

One-Year WarrantyA limited one-year warranty applies to all Jabra mobile products.

Warranty termsLimited One (1) Year Warranty GN Netcom, Inc. / GN Netcom A/S ("GN") warrants this product to be free from defects in materials and workmanship (subject to the terms set forth below) for a period of one (1) year from the date of purchase ("Warranty Period"). During the Warranty Period, GN will repair or replace (at GN's sole discretion) this product or any defective parts ("Warranty Service"). If repair or replacement is not commercially practicable or cannot be timely made, GN may choose to refund to you the purchase price paid for the affected product. Repair or replacement under the terms of this Warranty does not give right to any extension or a new beginning of the period of warranty.

Claims under the Warranty To obtain Warranty Service, please contact the GN dealer from which you purchased this product or visit [Contact](#) for further information about customer support. You will need to return the product to the dealer in either its original packaging or packaging affording an equal degree of protection. The following information must be presented to obtain Warranty Service: (a) the product, (b) proof of purchase, which clearly indicates the name and address of the dealer, the date of purchase and the product type, and (c) reason for return. As part of GN's efforts to reduce environmental waste you understand that the product may consist of reconditioned equipment that contains used components, some of which have been reworked. The used components all live up to

GN's high quality standards and comply with GN's product performance and reliability specifications. You understand that replaced parts or components will become the property of GN.

Limitation of WarrantyThis Warranty is only valid for the original purchaser and will automatically terminate prior to expiration if this product is sold or otherwise transferred to another party. The warranty provided by GN in this statement applies only to products purchased for use, and not for resale. It does not apply to open box purchases, which are sold "as is" and without any warranty. Specifically exempt from warranty are limited-life consumable components subject to normal wear and tear, such as microphone windscreens, ear cushions, modular plugs, ear tips, decorative finishes, batteries, and other accessories. This Warranty is invalid if the factory-applied serial number, date code label, or product label has been altered or removed from the product. This Warranty does not cover defects or damages that result from: (a) improper storage, misuse or abuse, accident or neglect, such as physical damage (cracks, scratches, etc.) to the surface of the product resulting from misuse; (b) contact with liquid, water, rain, extreme humidity or heavy perspiration, sand, dirt or the like, extreme heat, or food; (c) use of the product or accessories for commercial purposes or subjecting the product or accessories to abnormal usage or conditions; or (d) other acts which are not the fault of GN. This Warranty does not cover damage due to improper operation, maintenance or installation, or attempted repair by anyone other than GN or a GN dealer which is authorized to do GN warranty work. Any unauthorized repairs will void this Warranty. This Warranty does not cover defects or damages that result from the use of non-GN branded or certified products, accessories, or other peripheral equipment, nor does this Warranty apply to products which have not been charged for six (6) months. If the battery in a product has not been charged for a period of six (6) months, the product might not function or regain its full potential and long-term performance. GN does not offer any warranty for such performance.

REPAIRS OR REPLACEMENTS AS PROVIDED UNDER THIS WARRANTY ARE THE EXCLUSIVE REMEDY OF THE BUYER. GN SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON THIS PRODUCT. EXCEPT TO THE EXTENT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PRACTICAL PURPOSE.

NOTE:This Warranty gives you specific legal rights. You may have other rights which vary from location to location. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or implied warranties, so the above exclusions may not apply to you. This Warranty does not affect your legal statutory rights under your applicable national or local laws. The Bluetooth® word mark and logos are owned by the Bluetooth SIG, Inc. and any use of such marks by GN Netcom A/S is under license. Other trademarks and trade names are those of their respective owners.

For North America the following terms also applyFCC:

This device complies with part 15 of the FCC rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) This device must accept any interference received, including interference that may cause undesired operation. Users are not permitted to make changes or modify the device in any way. Changes or modifications not expressly approved by Jabra (GN Netcom, Inc.) will void the user's authority to operate the equipment. This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will

not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

The device and its antenna must not be co-located or operating in conjunction with any other antenna or transmitter. This headset, like other radio devices, emits radio frequency electromagnetic energy. The level of energy emitted by this device, however, is less than the electromagnetic energy emitted by other wireless devices such as mobile phones. The headset operates within the guidelines found in radio frequency safety standards and recommendations. These standards and recommendations reflect the consensus of the scientific community and result from deliberations of panels and committees of scientists who continually review and interpret the extensive research literature.

FR

IC

Operation is subject to the following two conditions (1) This device may not cause interference and (2) This device must accept any interference, including interference that may cause undesired operation of the device. The term "IC:" before the certification/registration number only signifies that registration was performed based on a Declaration of Conformity indicating that Industry Canada technical specifications were met. It does not imply that industry Canada approved the equipment. This device complies with RSS210 of Industry Canada.

CAUTION Exposure to Radio Frequency Radiation. The installer of this radio equipment must ensure that the antenna is located or pointed such that it does not emit RF field in excess of Health Canada limits for the general population. Consult Safety Code 6, obtainable from Health Canada's website <http://www.hc-sc.ca>.

JUNIPER EULA

**ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS**

JUNIPER NETWORKS, INC.

JUNIPER NETWORKS, INC. LICENSE, WARRANTY AND SUPPORT TERMS

1. **Definitions.** In this Attachment A and in the Entitlements (unless the Entitlement otherwise expressly provides), the following capitalized terms shall have the meaning set forth below:
- a. **“Authorized Users”** means the number of Users that Ordering Activity is licensed to have access to the Software.
 - b. **“Concurrent Users”** means the number of Users that Ordering Activity is licensed to have concurrently accessing the Software. If a single User connects to Software using multiple concurrent log-ins or connections, each such active logical connection or log-in is counted toward the number of Concurrent Users.
 - c. **“Ordering Activity”** or **“You”** means the legal entity or other business, governmental or not-for-profit organization that (A) is the original end user purchaser of a license to the Software from Juniper or a Juniper-authorized reseller, (B) accepts the terms of this Attachment A, and (C) is identified as Ordering Activity or end user in the applicable Entitlement or in the authorized reseller’s invoice for such license to the Software. If Software is lawfully received from Juniper or from an authorized reseller but there is no Entitlement, then “Ordering Activity” means the party that first so received the software from Juniper or its authorized reseller and accepts the terms of this Attachment A. (See Section 2.j, below, with respect to license limitations where there is no Entitlement.)
 - d. **“Device”** means any device such as a computer, handset, tablet, laptop, server, switch or router. A Device may also be a physical or virtual machine, hardware partition or blade.
 - e. **“Embedded Software”** means a copy of operating system software delivered embedded in or loaded onto Juniper hardware equipment when such equipment is sold by Juniper; PROVIDED, however, that no Separately Licensable Feature incorporated in such Embedded Software shall itself be deemed licensed along with the Embedded Software unless an Entitlement expressly so provides. If the Ordering Activity has an Entitlement to an Update of such Embedded Software, then such Update is itself deemed “Embedded Software” to the extent such Update would be deemed Embedded Software without regard to this sentence had it been delivered installed on the Juniper equipment.
 - f. **“End-point”** means any Device that terminates a network connection.
 - g. **“Entitlement”** means the set of documents issued by (or under authority granted by) Juniper that specify (i) the Software licensed (by Juniper product number), (ii) the license term, (iii) the Licensed Units, (iv) the authorized use, if any, (v) the Ordering Activity, and (vi) the GSA license fee charged, if any, and, if none is charged, the fact that the license was granted to Ordering Activity free-of-charge.
 - i. By way of illustration, “Entitlements” may be composed of, among other things, any of the following or combinations of the following, as long as together they meet the criteria of the preceding sentence: written agreement signed by Ordering Activity and Contractor, a product description in the Contractor GSA price list, a Contractor invoice, a Juniper-issued e-certificate, a Juniper-issued email transmitting authorization codes, as to Updates, or a Juniper website-posted Services Description Document.
 - h. **“Juniper”** means Juniper Networks (U.S.), Inc. and/or its authorized service representative(s) if Ordering Activity has acquired its license rights to the Software for use in North America, Central America or South America.
 - i. **“Licensed Unit”** means a unit of measure by which Ordering Activity’s licensed use of Software is limited, as specified in the Entitlement. Examples of Licensed Units include, but are not limited to, seats, users, sessions, calls, connections, subscribers, clusters, nodes, devices, links, ports, events or transactions. Licensed Units may also be based on throughput (such as gigabytes per second), performance, configuration, bandwidth, interfaces, processing, or geographic scope. Some Licensed Units are defined in this Section 1 and those definitions shall apply to all Entitlements except as otherwise expressly provided in such Entitlements. Such defined Licensed Units include: Authorized Users, Concurrent Users, Device, End-point, Managed Device, Subscriber, and User.
 - j. **“Managed Device”** is a Device that (1) is recognized by the Software as authorized to be configured, administered, managed, provisioned, monitored or otherwise acted upon by the Software or (2) has been configured, administered, managed, provisioned, monitored or otherwise acted upon by the Software.
 - k. **“Network”** means a set of networked Devices or other network elements of the Ordering Activity that are under the common management and operational control of Ordering Activity, and in the case of an internet service provider are located within a single country unless Ordering Activity’s Entitlement otherwise expressly provides.
 - l. **“Separately Licensable Feature”** means any module, feature, function, service, application, operation, or capability furnished in combination within other Software (herein, collectively, “feature”), which feature is separately licensable from Juniper or its authorized resellers for additional fee based upon then-current GSA

price list, whether such feature is 'locked' or key-restricted or even of the feature can be activated or used without a Juniper-issued product activation key.

- m. **“Software”** means an instance of a program, module, feature, function, service, application, operation, or capability of the Juniper or Juniper-supplied software either (i) identified in an Entitlement as licensed to Ordering Activity or (ii) made available to Ordering Activity by Juniper or a Juniper-authorized reseller for Evaluation Use. “Software” may also consist of an instance either of a Separately Licensable Feature distributed in combination with other Software and or of an Update of other Software.
 - n. **“Subscriber”** is a Device, individual, Ordering Activity billing record or other identity that is recognized by the Software as authorized (presently, in the past or in the future) to receive services, usage, access or content which were, are or could be provided, managed, distributed, provisioned, billed or otherwise enabled by the Software.
 - o. **“Subscription License”** means a license to Software with respect to which the Entitlement states a finite, fixed term of use for the Software and either identifies the license as a “subscription” or expressly includes the right to Updates throughout the fixed term of use without need to purchase a separate Support Contract.
 - p. **“Support Contract”** means a support services contract that includes rights to receive certain Updates of the Software, which contract is either (i) a Juniper-issued contract purchased by Ordering Activity either from Juniper or from a Juniper-authorized reseller, or (ii) a support services contract issued by a support services provider to Ordering Activity under authorization granted by Juniper.
 - q. **“Update”** means Software that is an update, upgrade, bug fix or other new releases of other Software. Updates are either **“Major Releases”** (meaning a revision of Software as determined by Juniper Networks to have significant additional functionality or improved performance) or **“Minor Releases”** (meaning a bug fix, maintenance release, service release or a revision of a software application as determined by Juniper Networks to be limited to minor additional functionality or corrections of errors). An Entitlement to Updates may for certain cases exclude Major Releases.
 - r. **“Usage Monitor”** means a network management appliance or application software furnished to Ordering Activity (or approved in writing) by Juniper for monitoring use of the Software.
 - s. **“User”** means Device, individual, Ordering Activity billing record or other identity usable to gain access to any Software functionality (whether or not such account is restricted to a particular Device). User may be an individual or another Device. In counting Users for purposes of measuring usage against the licensed number of “Authorized Users” or “Concurrent Users,” if a User can access the Software through another User each such User shall be counted separately.
2. **License Grant.** Subject to payment of the applicable GSA fees and subject to the terms of this Attachment A, Contractor grants to Ordering Activity a non-exclusive and non-transferable license, without right to sublicense, to use the Software, in executable form only, and only within the restrictions and subject to the conditions set forth in the Entitlement and those set forth in this Attachment A. Unless otherwise expressly provided in the Entitlement:
- a. **Embedded Software.** Ordering Activity shall use Embedded Software solely for execution on the unit of Juniper equipment originally delivered to Ordering Activity with such Software installed. Any Update of such Embedded Software that Ordering Activity has licensed under a Support Contract may be loaded and executed only on the Juniper equipment on which the originally licensed Embedded Software is authorized to execute. Further, if Ordering Activity also licenses any Separately Licensable Feature combined with or incorporated in the Embedded Software (whether in dormant or active form), Ordering Activity may use such Separately Licensable Feature only for execution on the Juniper equipment on which the Embedded Software is authorized to execute. The license term for any such Separately Licensable Feature or Update shall be as specified in its own Entitlement. Notwithstanding any other provision of this Attachment A, except as may otherwise be required by applicable law, no license is granted for installation or use of any Embedded Software or associated Update or Separately Licensable Feature on any Juniper equipment resold by anyone who is not an authorized reseller of such equipment.
 - b. **Single Instance/Single Device.** Except to the extent otherwise explicitly stated in the Entitlement (including, without limitation, where the Entitlement states that the license is a “Network License”) Ordering Activity shall use a single instance of the Software on a single Device and the quantity of all applicable Licensed Units shall be one (1).
 - c. **Non-transferability of Licensed Units.** Unless expressly permitted by the Entitlement, quantities of Licensed Units purchased separately are not allowed to be transferred or allocated between or among different licenses or instances of the Software.
 - d. **Separately Licensable Features and Updates.** Unless otherwise expressly stated in an Entitlement purchased by Ordering Activity, a license to a particular release of Software shall not entitle Ordering Activity to receive or use any Separately Licensable Feature delivered in combination with that Software or any Update of that Software.
 - e. **Network License.** If the Entitlement specifies that it is a Network License, Ordering Activity may allocate the applicable Licensed Units across the licensed number of Software instances provided that (i) such instances are all running on the Ordering Activity Network specified in Ordering Activity’s Entitlement; (ii) the total number of Licensed Units does not exceed the number licensed under that Entitlement and (iii) a Usage Monitor is used to

validate (i) and (ii) and to report such usage to Juniper. Ordering Activity shall not alter or disable the Usage Monitor at any time during the term of the network license and shall not disable, alter or destroy the Usage Monitor, its connection to Juniper or any data collected by such Usage Monitor. If the network license is granted as to a particular number of Licensed Units, then all licensed copies of the software in the Ordering Activity Network may not be used to support in the aggregate more than that number of Licensed Units.

- f. **Updates.** Except as expressly provided below in Section 2.f, below, with respect to Subscription Licenses or as otherwise expressly provided in an Entitlement or Support Contract, Ordering Activity shall have no rights in any Update to Software, nor any rights to support services associated with such Software.
 - g. **Subscription License.** In case of a Subscription License of Software, Contractor through Juniper Networks shall make available to Ordering Activity during the term of the Subscription License the Supported Updates (as defined below) solely for support of the Ordering Activity's licensed copy(ies) of such Software during the term of the Subscription License, subject to the terms and conditions set forth below:
 - i. As used herein, "Supported Updates" as of any particular time during the term of the Subscription License means any Update of such Software then available generally to Ordering Activities who have purchased a Subscription License to such Software.
 - ii. Rights in Supported Updates. For each Supported Update, the Ordering Activity's rights in such Update will be subject to the same terms, restrictions and conditions as apply to the Software (including without limitation the terms, restrictions or conditions on use set forth in this Attachment A and in any "Entitlement" as it applies to the Software).
 - h. Specific license terms applicable to particular products:
 - i. Junos Space Software. If this license is granted in fulfillment of a Ordering Activity purchase order (or associated fulfillment documentation) placed with Contractor or any Contractor-authorized reseller or support services provider (including any Operate Specialist) for any package of Junos Space Software, then Ordering Activity is authorized to use Junos Space in a networked environment on the Ordering Activity Network identified in the Entitlement solely to manage Devices in such Ordering Activity Network, but only to the extent of Licensed Units specified in the Entitlement. If, instead, Ordering Activity's license in a package of Junos Space Software is granted in fulfillment of a feature of a Support Contract, the scope of the license shall be as set forth in that Support Contract, an associated Service Description Document or another associated Entitlement.
 - ii. Steel-Belted Radius or Odyssey Access Client Software – Ordering Activity shall use such Software on a single computer containing a single physical random access memory space and containing any number of processors. Use of the Steel-Belted Radius or IMS AAA Software on multiple computers or virtual machines (e.g., Solaris zones) requires multiple licenses, regardless of whether such computers or virtualizations are physically contained on a single chassis.
 - 1. The Global Enterprise Edition of the Steel-Belted Radius Software may be used by Ordering Activity only to manage access to Ordering Activity's enterprise network. Specifically, service-provider Ordering Activities are expressly prohibited from using the Global Enterprise Edition of the Steel-Belted Radius Software to support any commercial network access services.
 - i. If the Entitlement specifies "Research and Development Use", then Ordering Activity may only use the Software in Ordering Activity's own internal lab activities for research and development, excluding (A) research and development activities conducted as a paid contractor on behalf of a third party, and (B) any use of Software supporting, or installed or incorporated in whole or in part in, a product or service made commercially available or supporting live network traffic in the ordinary course of Ordering Activity's business.
 - j. If the Entitlement specifies "Lab Use", then Ordering Activity may only use the Software in Ordering Activity's own internal lab activities to evaluate and test network setup and configuration and feature testing, but excluding (A) lab testing or other activities conducted as a paid contractor on behalf of a third party, and (B) any use of Software supporting, or installed or incorporated in whole or in part in, a product or service made commercially available or supporting live network traffic in the ordinary course of Ordering Activity's business.
 - k. If there is no Entitlement, or if there is an Entitlement that specifies "Evaluation", "Demonstration" or "Trial" use then Ordering Activity may only use the Software for its internal evaluation or qualification of the Software (or the equipment in which it is embedded) and only in a development or test network environment in contemplation of potential future licensing for a commercial or other use.
 - l. Except to the extent otherwise required by applicable law or expressly provided in the Entitlement, this license is not sublicensable, transferable or assignable by Ordering Activity and any attempted sublicense, transfer or assignment shall be null and void.
3. **Use Prohibitions.** Notwithstanding the foregoing, this license does not permit the Ordering Activity to, and Ordering Activity agrees that it shall not, alone or through another party: (a) modify, unbundle, reverse engineer, or create derivative works based on the Software; (b) make copies of the Software (except as necessary for backup purposes and as otherwise expressly permitted in the Entitlement); (c) remove any proprietary notices, labels, or marks on or in the Software; (d) distribute any copy of the Software to any third party, including Embedded Software in Juniper equipment sold in any secondhand market; (e) use any feature, function, service, application, operation, or capability embedded

within Software (herein, collectively, "feature") where such feature is 'locked,' key-restricted or otherwise identified as not licensed for use without paying a separate fee, unless Ordering Activity first purchases the applicable license(s) and obtains a valid authorization from Juniper supported by an Entitlement explicitly authorizing such feature; this prohibition applies even if the feature can be activated or used without a Juniper-issued product activation key; (f) distribute any product activation key for the Software provided by Juniper to any third party; (g) use the Software in any manner that extends or is broader than the uses purchased by Ordering Activity from Contractor or an authorized Contractor reseller; (h) use Embedded Software on non-Juniper equipment; (i) use Embedded Software (or make it available for use) on Juniper equipment that the Ordering Activity did not originally purchase from Contractor or an authorized Contractor reseller; (j) disclose the results of testing or benchmarking of the Software to any third party without the prior written consent of Juniper; (k) attempt to alter or deface any notice or marking on any copy of the Software or attempt to assign or transfer any rights (whether by contract, by operation of law or otherwise) under this Attachment A or under any Entitlement; (l) use any Update to which Ordering Activity may otherwise be entitled if either (1) at the time of acquiring such Update, Ordering Activity does not already hold a valid license to the original Software or (2) Ordering Activity has not paid the applicable GSA fee for the Update (or the Support Contract under which the Update is furnished); (m) deactivate or modify or impair the functioning of any Usage Monitor or any record, log or functionality designed to monitor, measure or limit use of the Software or compliance with the license terms of this Attachment A; (n) unless otherwise expressly provided in the Entitlement, permit any other User to use its access to any Software features or functionality in support of any business activity in which such other User for a fee grants third parties access to such features or functionality; or (o) use the Software or permit any User or any other third party to use the Software in violation of any applicable law or regulation or to support any illegal activity.

4. **Ownership.** Contractor and Contractor's licensors, respectively, retain ownership of all right, title, and interest (including copyright) in and to the Software, associated documentation, and all copies of the Software. Nothing in this Attachment A constitutes a sale or other transfer or conveyance of any right, title, or interest in the Software or associated documentation.
5. **Limited Warranty.** Except as may otherwise be provided in the warranty posted in Exhibit A herein applicable to the Software, and except for Software excluded from warranty coverage under subsection (f), below, Contractor warrants for the sole benefit of Ordering Activity that for a period of ninety (90) days from the Start Date, the media on which software is delivered, shall be free from defects in material and workmanship under normal authorized use consistent with the product instructions, subject to the following:
 - a. In addition, with respect to Embedded Software embedded in Juniper security products, application acceleration products or certain other Hardware products, as more specifically set forth in Exhibit A herein, for a period of fifteen (15) days from the date a Ordering Activity receives such Hardware product Contractor will provide the Ordering Activity that purchased such Hardware product access to one (1) download of the most recent commercially-available revision of Software that is embedded in such hardware product. Ordering Activity may download the Software by going to <http://www.juniper.net/support>. Such download shall be treated as though it were an Update for purposes of this Attachment A. This right to download extends only to the Ordering Activity and not to any subsequent transferee of the Hardware product on which it is embedded;
 - b. In any event, THE REMEDY OF THE ORDERING ACTIVITY AND THE LIABILITY OF CONTRACTOR UNDER THIS LIMITED WARRANTY SHALL BE THE REPLACEMENT OF THE MEDIA CONTAINING THE SOFTWARE.
 - c. Restrictions: No warranty will apply if the Software (i) has been altered, except by Contractor through Juniper Networks; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Juniper; (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident or (iv) has been licensed solely for Evaluation Use or demonstration use or is beta software or otherwise not commercially released. In addition, Software is not designed or intended for use in (i) the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft; or (iii) operating life-support or life-critical medical equipment, and Contractor disclaims any express or implied warranty of fitness for such uses. Ordering Activity is solely responsible for backing up its programs and data to protect against loss or corruption. Contractor warranty obligations do not include installation, reinstallation or backup support.
 - d. IN NO EVENT DOES CONTRACTOR WARRANT THAT THE SOFTWARE, OR ANY EQUIPMENT OR NETWORK RUNNING THE SOFTWARE, WILL OPERATE WITHOUT ERROR OR INTERRUPTION, OR WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK.
 - e. Nothing in this Attachment A shall give rise to any obligation on the part of Contractor to support the Software. Support services may be purchased separately. Any such support shall be governed by a separate, written support services agreement.
 - f. Exclusions: Software licensed for research and development use, lab use, evaluation use or demonstration use, shall be furnished "AS IS" and without warranty of any kind, expressly or implied.
 - g. Disclaimer of implied Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, TO THE EXTENT PERMITTED BY LAW CONTRACTOR DISCLAIMS ALL WARRANTIES IN AND TO THE SOFTWARE (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. 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 ORDERING ACTIVITY SPECIFIC LEGAL RIGHTS, AND ORDERING ACTIVITY MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty fails of its essential purpose.

EXHIBIT A – STANDARD PRODUCT WARRANTY POLICY

Warranty Start Date:

“Start Date” as used in this policy means (i) the date this product is shipped from the manufacturing facilities of Juniper Networks, Inc. (“Juniper Networks”), or (ii) in the case of resale by an authorized Juniper Networks reseller, the date not more than ninety (90) days after original shipment of this product by Juniper Networks.

Limited Hardware Warranty:

Contractor warrants that for a period of one (1) year from the Start Date, the Juniper Networks hardware purchased by Ordering Activity (“Hardware”) shall be free of defects in material and workmanship under normal authorized use consistent with the product instructions. This product warranty extends only to the original purchaser. In the event that Contractor receives notice during the warranty period that any Hardware does not conform to its warranty, Ordering Activity’s remedy, and Contractor’s liability, shall be for Contractor, at its sole option, to either repair or replace the non-conforming Hardware in accordance with this limited warranty. Hardware replaced under the terms of any such warranty may be refurbished or new equipment substituted at the option of Contractor. Contractor will use commercially reasonable efforts to ship the replacement Hardware within twenty (20) business days after receipt of the product at a Juniper Networks Repair Center. Actual delivery times may vary depending on the Ordering Activity’s location.

Limited 90-day Software Media Warranty:

Contractor warrants that for a period of ninety (90) days from the Start Date, the media, on which the software embedded in the Hardware (“Software”) is recorded, shall be free from defects in material and workmanship under normal authorized use consistent with the product instructions. The remedy of the Ordering Activity and the liability of Contractor under this limited warranty shall be the replacement of the media containing the Software. In addition, with respect to Software embedded in Juniper Networks security products, application acceleration products or certain other Hardware products, as more specifically set forth on <http://www.juniper.net/support> for a period of fifteen (15) days from the date a Ordering Activity receives such Hardware product, Contractor will provide the Ordering Activity that purchased such Hardware product access to one (1) download of the most recent commercially-available version of Software that is embedded in such product. Ordering Activity may download the Software by going to <http://www.juniper.net/support>. This right to download extends only to the original purchaser.

Restrictions:

No warranty will apply if the Hardware or Software (i) has been altered, except by Contractor through Juniper Networks; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Juniper Networks in the enclosed documentation; or (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident. In addition, Hardware or Software is not designed or intended for use in (i) the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft; or (iii) operating life-support or life-critical medical equipment, and Contractor disclaims any express or implied warranty of fitness for such uses. Ordering Activity is solely responsible for backing up its programs and data to protect against loss or corruption. Ordering Activity warranty obligations do not include installation support.

Dead on Arrival (“DOA”):

For up to thirty (30) days from the Start Date, Contractor will provide expedited replacement of affected field replaceable units of Hardware that fail to operate within twenty-four (24) hours of initial installation. For purposes of this DOA policy, “fail to operate” shall mean a material failure to substantially perform in accordance with the Hardware’s technical specifications and shall not include cosmetic or other deficiencies that do not materially affect Hardware performance. A new field replaceable unit will be shipped from a Juniper Networks’ manufacturing facility within two (2) business days of Contractor’s receipt and validation of Ordering Activity’s notification of an inoperative unit. Notification must be sent by Ordering Activity via online procedures set forth below. Defective Hardware must be returned within thirty (30) days of failure, or Ordering Activity pays purchase price of replacement Hardware.

Hardware Return Procedures:

Any defective item can only be returned if it references a return material authorization (“RMA”) number issued by authorized Juniper Networks service personnel. To request an RMA number, Ordering Activity must contact Juniper Networks Technical Assistance Center (“JTAC”) via the online resource available at the URL: <http://www.juniper.net/support>. JTAC will only assist Ordering Activities with online RMA processing pursuant to the terms of this warranty and will not provide any troubleshooting, configuration or installation assistance. Telephone calls to JTAC will not be accepted unless the Ordering Activity has purchased a valid Juniper Networks service contract that is in effect as of the time of the call. The RMA number must be included on the outside carton label of the returned item.. Contractor through Juniper Networks shall pay any transportation costs incurred with the redelivery of a repaired or replaced item. If, however, Juniper Networks reasonably determines that the item is functional Juniper shall invoice any transportation cost. If Juniper Networks determines, at its sole discretion, that the allegedly defective item is not covered by the terms of the warranty provided hereunder or that a warranty claim is made after the warranty period, the cost of repair by Juniper Networks, including all shipping expenses, shall be invoiced to the Ordering Activity.

Disclaimer:

EXCEPT AS EXPRESSLY SET FORTH ABOVE, CONTRACTOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, OR WARRANTIES OR OBLIGATIONS ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. FURTHER, ORDERING ACTIVITY DOES NOT WARRANT THAT THE SOFTWARE IS ERROR FREE OR THAT ORDERING ACTIVITY WILL BE ABLE TO OPERATE THE SOFTWARE WITHOUT PROBLEMS OR INTERRUPTION.

EXHIBIT B – JUNIPER CARE AND JUNIPER CARE PLUS

1. Definitions: In this Attachment A, the following definitions shall apply:

- a) **"Advance Hardware Replacement Support Plan"** means an advance hardware replacement support plan as described herein that has been purchased by Ordering Activity.
- b) **"Attachment A"** means (1) these Support Terms and Conditions.
- c) **"Authorized Reseller"** means an authorized reseller of Juniper Networks products, so authorized in exchange for its agreement to resell only such Juniper Networks product that it has purchased either directly from Juniper Networks or from a Juniper Networks-authorized distributor.
- d) **"Business Day"** in connection with a particular JTAC facility, Service Manager or other Juniper Networks resource supporting Juniper Networks Services means Monday through Friday, 8:00 a.m. to 5:00 p.m., in the time zone where such resource is located, excluding local holidays.
- e) **"CSC"** means Juniper Networks' Customer Support Center. The CSC is a web-based service that allows Operate Specialist to access a database of Software Releases, technical tools, frequently asked questions, Documentation, technical updates, Product information, pre-released Product information, bug reporting, and bug resolution. The CSC is available at the URL: <http://www.juniper.net/support>.
- f) **"Documentation"** means operating manuals, user instructions, technical literature and other written materials ordinarily provided by Juniper Networks with Product or Services.
- g) **"Ordering Activity"** means the person or organization that originally purchases, leases or licenses Product and Services from Juniper Networks or an Authorized Reseller for use in such person's or organization's own business operations and not for further distribution or sale.
- h) **"Hardware"** means tangible systems, assemblies, components, accessories and like tangible goods that Juniper Networks has released for sale and spare parts therefor available from Juniper Networks for use in repairing or replacing Hardware that is defective.
- i) **"JTAC"** means Juniper Networks' local Technical Assistance Center in the applicable geographic region.
- j) **"Juniper Networks"** means: Juniper Networks (U.S.), Inc. and/or its authorized service representative(s) if Services will be provided in North America, Central America or South America.
- k) **"Juniper Networks Services"** means services purchasable by Ordering Activity from Juniper Networks or its Authorized Reseller and to be rendered by Juniper Networks for Ordering Activity.
- l) **"Problem Resolution"** means a resolution to a Problem that (i) causes Software and/or Hardware to substantially conform with the relevant Documentation; and/or, (ii) restores the service and operation of the Product without a material loss of functionality. Any Problem Resolution required hereunder will be delivered in Juniper Networks' next regularly scheduled major Supported Release.
- m) **"Priority 1 Problem"** means any fault in a supported Product that causes a catastrophic impact to an Ordering Activity's mission critical functionality. Examples of Priority 1 Problems include issues that cause the total loss or continuous instability of mission critical functionality such as the complete failure of an Ordering Activity's production network or system.
- n) **"Priority 2 Problem"** means any fault in a supported Product that causes a significant impact to an Ordering Activity's mission critical functionality. Examples of Priority 2 Problems include issues that are significantly impairing, but do not cause a total loss of mission critical functionality or intermittent issues that significantly affect mission critical functionality.
- o) **"Priority 3 Problem"** means any fault in a supported Product that causes minimal performance impact to business operations. Examples of Priority 3 Problems include issues in Products that do not impact mission critical functionality, non-repeated issues that temporarily impacted mission critical functionality but have since recovered, issues seen in a test or pre-production environment that would normally cause significant adverse impact to a Product, or work-around in place for Priority 1 or Priority 2 issues.
- p) **"Priority 4 Problem"** means any non-conformance to Documentation that has no impact on business operations. Examples of Priority 4 Problems include information requests, standard questions on configuration or functionality of Products, non-urgent RMA requests or cosmetic defects.
- q) **"Problem"** means a Priority 1 Problem, Priority 2 Problem, Priority 3 Problem, or Priority 4 Problem.
- r) **"Problem Report"** means a description of the Problem encountered when Ordering Activity submits a request to Juniper Networks for technical support. Each Problem Report will include a description of how to replicate the condition that brought about the Problem whenever possible, all available diagnostic information, and a priority level as mutually determined by Ordering Activity and Juniper Networks consistent with the Problem priority levels defined herein. Ordering Activity shall submit Problems Reports consistent with the Problem Report template which can be found in the JTAC User Guide at URL <https://www.juniper.net/customers/support/downloads/710059.pdf>.

- s) "Product(s)" means the Juniper Networks Hardware, Software and Documentation, or any part thereof, that is covered under valid and active Juniper Networks Care Service Contract purchased by Ordering Activity from Contractor.
- t) "SDD" means a Services Description Document posted at <http://www.juniper.net/support/guidelines.html>, provided for informational purposes only and referencing this Exhibit B of this Attachment A as governing terms for the services described therein.
- u) "Service Contract" or "Juniper Networks Service Contract" means any bundle of Juniper Networks Services purchasable by Ordering Activity which services bundles are described in the Services Offerings for Ordering Activities Website that are offered by Juniper Networks to Ordering Activities for the applicable Services Contract term, but excluding Resident Engineering, Resident Consultant or other on-site professional services, which are covered under separate services terms and conditions. As described in applicable SDD's, a Services Contract may also include a license of Software for the Services Contract term; provided that any such Software is subject to the terms of this Attachment A.
- v) "Site" means the Ordering Activity physical location where the Hardware is installed.
- w) "Software" means the machine-readable object code licensed and delivered by Juniper Networks to Ordering Activity, either directly or through Juniper Networks' Authorized Resellers, whether embedded in the Hardware or delivered separately, and includes Software Releases.
- x) "Software Release" means a new production release of Software made generally available by Juniper Networks for use by Ordering Activity.
- y) "Supported Release" at any time means any Software Release then still supported under Juniper Networks' then-current software EOL and EOS Notification Policy and Procedures (<http://www.juniper.net/support/eol/#software>; provided for informational purposes only); PROVIDED HOWEVER, that for Perpetual License Software (as defined in the SDD for Care Support services) licensed to a particular Ordering Activity, Supported Release excludes "Major Releases" (as defined in that same SDD) released after the Major Release that is deliverable with the underlying perpetual license purchased by the Ordering Activity.
- z) "Work-Around" means a temporary resolution of a Problem that restores the service and operation of a Product without material loss of functionality. A Work-Around may consist of a patch or instructions on how to avoid a Problem.

2. Contractor's Support Obligations.

Upon Contractor's acceptance of a valid purchase order from Ordering Activity for any Service Contract and Ordering Activity's payment of the applicable GSA fees, Ordering Activity will be entitled to receive such purchased Juniper Networks Services in accordance with the terms of this Attachment A.

- a) Hardware Repair/Replacement. Contractor through Juniper Networks will use commercially reasonable efforts to provide Hardware repair/replacement in accordance with the Hardware replacement support option purchased by Ordering Activity, subject to the terms set forth in Section 4. All returned Hardware must be returned in accordance with Juniper Networks' RMA process described in this Attachment A. Juniper Networks is not responsible for transportation or customs delays.
- b) Technical Support. In accordance with Section 5, Contractor through Juniper Networks will use its commercially reasonable efforts to:
 - i) Provide Ordering Activity access to all Supported Releases and related Documentation that Ordering Activity has licensed from Juniper Networks upon their general commercial release;
 - ii) Provide Ordering Activity with access to JTAC staff, who will work with Ordering Activity to determine an appropriate priority level for each Problem and respond to each Problem accordingly, including escalating the Problem through Juniper Networks management as needed; and
 - iii) Post web-based reports to the Customer Support Center.
- c) On-Site Support. If Ordering Activity has purchased a Juniper Networks Services Contract that includes on-site support (not available in all Territories), then, upon Ordering Activity's request, Contractor through Juniper Networks will use its commercially reasonable efforts promptly to dispatch a technician to the affected Site. If Ordering Activity requires on-site support but has not purchased a Juniper Networks Services Contract that includes on-site support, then, upon Ordering Activity's request and subject to payment of then-applicable GSA fees, Contractor through Juniper Networks will use commercially reasonable efforts to dispatch a technician to the affected site within a timeframe to be determined by Juniper Networks based upon the availability of resources. In such case, Ordering Activity will be billed at Contractor's then-applicable GSA rates for time and materials, and for reasonable travel and living expenses. In either case, provision of onsite support is subject to the following limitations:
 - i) On-site support is limited to Hardware replacement only; Contractor through Juniper Networks does not provide On-site assistance for software troubleshooting, or any software related issues.

- ii) On-site support may not be available for some Juniper Networks products or in some geographic regions and may require a "set-up" period before they can be made available to Ordering Activity. During such set-up period, Contractor through Juniper Networks will use commercially reasonable efforts to provide to Ordering Activity the closest available service with respect to such product line or in such geographic region. Next Day On-site is provided in the regional time zone of the Ordering Activity Site.
- iii) For the Juniper Networks -IDP and Secure Access product lines, Contractor through Juniper Networks will only provide assistance with the delivery and initial set up of the Hardware. Ordering Activity is responsible for the reconfiguration and/or allowing JTAC access to the device to restore the Hardware to its last saved configuration status. Ordering Activity is responsible for maintaining a backup of the configuration that can be used to restore the device.
- iv) Ordering Activity acknowledges that Contractor through Juniper Networks intends to subcontract to local affiliates or third parties the performance of On-site Support in certain countries.
- d) End of Life Procedures and End of Support. Contractor through Juniper Networks shall abide by the EOL and EOS Notification Policy and Procedures (<http://www.juniper.net/support/eol/>).
- e) Exclusions. Contractor through Juniper Networks is not obligated to provide any of the following:
 - i) third-party devices (hardware, software cabling, etc. not provided by Juniper Networks or Problems associated with or arising directly or indirectly from such components;
 - ii) Problems with Product that have been installed by any party other than (A) Juniper Networks or (B) a party authorized by Juniper Networks; Problems with Product that have been modified without Juniper Networks' written consent by any person (including unauthorized modifications by Operate Specialist);
 - iii) Problems relating to incompatibility of the Product with third-party devices;
 - iv) Product that is damaged other than through the negligence or willful misconduct of Juniper Networks or its employees
 - v) Problems caused by the use of the Product other than in accordance with applicable Documentation
 - vi) problems with Products where Ordering Activity did not provide the required Product information set forth in Section 3 f);
 - vii) problems caused by the misuse or abuse of Product generally;
 - viii) Problems with Software that is not a Supported Release;
 - ix) Problems with Products that were not purchased directly from Juniper Networks or any authorized Juniper Networks reseller unless such products have been inspected, repaired and certified by Juniper Networks prior to the commencement of any Juniper Networks Services.
 - vi) problems with Products or parts thereof that are past their End of Life date, as provided in subsection 2(d) above.

Ordering Activity may, at its sole option, request that Contractor through Juniper Networks provide Support for one or more of the above excluded problems. If Juniper Networks does attempt to resolve one or more of the above excluded problems based on Ordering Activity's request, Ordering Activity agrees to pay for such Support at the then-applicable GSA rates for time and materials.

3. Contractor Obligations.

- a) Maintaining Supported Releases. All Supported Releases provided to Ordering Activity shall be subject to the terms of this Attachment A. Ordering Activity is not required to install every Supported Release as they become available from Juniper Networks. However, Ordering Activity acknowledges that in order to obtain Support for problems with Software that is not a Supported Release and which cannot be corrected by implementation of a pre-existing Work Around or Problem Resolution, it may be required to upgrade to a Supported Release to address any such problems.
- b) Network Access. For any Problem identified as a Priority 1 Problem, Ordering Activity will provide Contractor through Juniper Networks or its authorized service representative access to the affected network environment, and will assign a technical contact for Juniper Networks. Furthermore, if Juniper Networks determines that its technical personnel need access to the Ordering Activity's network in order to remotely diagnose a problem, Ordering Activity will ensure that Juniper Networks' personnel have the necessary level of authorized access to such network as long as Contractor complies with Ordering Activity's security requirements. Ordering Activity shall have the right to observe such access.
- c) Staffing. Ordering Activity shall maintain a reasonable number of support engineers who are trained on Juniper Networks Products. Ordering Activity's support engineers must be proficient in the operation of the Products and be able to perform basic Hardware and Software configuration and troubleshooting. All communication to Contractor through Juniper Networks' engineers of customer issues and responses will be conducted in English. Ordering Activity shall pay for Support rendered by Juniper Networks due to modifications not authorized by Juniper Networks at Contractor's then prevailing GSA rates for time and materials.

- d) Decommissioned Hardware. Ordering Activity may elect to cover all or none of its Product under this Attachment A except that, effective at the end of each annual term of this Attachment A, Ordering Activity may exclude Product that it has permanently decommissioned and identified in a written notice to Contractor through Juniper Networks at least 30 days prior to such decommission. In addition, Juniper Networks will grant Ordering Activity a pro-rated credit for any pre-paid support on Products that are permanently decommissioned or accidentally destroyed during an annual support term and Ordering Activity may use such credit for future service orders only.
- e) Configuration Files. Ordering Activity is responsible to maintain a backup of the configuration that can be used to restore the device.
- f) Product Information. In order for Contractor through Juniper Networks to provide the appropriate level of Support promptly and efficiently, Ordering Activity must provide to Juniper Networks the following information for each Product under a Support plan:
 - i) product license key or serial number;
 - ii) configuration;
 - iii) installation address; and
 - iv) Site contact person.

Ordering Activity may either provide the above Product information to Contractor through Juniper Networks in the purchase order for each Product. If Ordering Activity physically moves any Product from the original Site to another location, Ordering Activity must notify Juniper Networks immediately to update their support contract. Prior to Juniper Networks' receipt of such notification, Juniper Networks shall not be liable for any lapses in service coverage or hardware delivery delays with respect to such Product.

4. Hardware Repair/Replacement.

- a) Hardware Return Procedure. In the event of Hardware failure, Ordering Activity must contact JTAC for Hardware failure validation and troubleshooting. After JTAC has validated the Hardware failure, Ordering Activity will receive a Return Material Authorization (RMA) number. To ensure proper tracking and handling of returned Hardware or parts, all Hardware returned to Contractor through Juniper Networks must have a RMA number assigned prior to their return. Ordering Activities who are not under any Support Plan may purchase Support from Contractor at Contractor's then prevailing GSA rates for time and materials. Hardware returns that are improperly packaged or do not include required information and RMA numbers will not be accepted and will be returned at Ordering Activity's expense.
- b) Hardware Replacement. If Ordering Activity has purchased a Hardware Replacement Support Plan, then Contractor through Juniper Networks will provide replacement part(s) to Ordering Activity in accordance with the Hardware Replacement Support Plan selected by Ordering Activity and include a return kit with each replacement part. Provided in each return kit will be a return instruction sheet, prepaid air bill, and a reprinted return label, as applicable. Ordering Activity must follow the return instructions to return the defective Hardware or parts within 10 business days of failure or pay the purchase price of replacement parts for any Hardware.

5. Technical Support.

- a) Supported Releases. Contractor through Juniper Networks will make available Supported Releases and applicable Documentation, if any, to Ordering Activity as such releases become generally commercially available. Such Supported Releases shall be subject to the same Every Supported Release will be accompanied by written installation instructions. Ordering Activity's rights in Supported Releases are subject to this Attachment A.
- b) Access to JTAC. Ordering Activity's access to the JTAC shall be by telephone or web-based. The parties shall use reasonable efforts to establish security measures for the electronic exchange of Problem Reports and other information
- c) Web-Based Technical Support. Contractor through Juniper Networks shall post to the Ordering Activity Support Center, on a regular basis, a report listing the following information:
 - i) bugs, errors, or deficiencies in the Software, and the classification of each;
 - ii) any resolutions or fixes; and
 - iii) any available Work Arouns.
- d) Technical Support Procedures. For each request by Ordering Activity for Technical Support from Contractor through Juniper Networks, Ordering Activity shall provide Juniper Networks with a Problem Report. Juniper Networks shall identify each discrete issue relating to a Problem Report with a unique "Case Number" for tracking purposes. Upon request by Ordering Activity, Juniper Networks shall provide a "Status Report" on any Problem logged for Ordering Activity provided that Ordering Activity identifies the particular Problem by the Case Number assigned to it by Juniper Networks. For Problems that have been resolved, the Status Report shall include the Case Number, the closing resolution for the Problem, the expected date that a Problem Resolution will be released, and a description of any known Work Around. For Problems that have not yet been resolved, the Status Report shall include the Case

Number, a Problem resolution plan, and a description of any known Work Around. Each Problem logged for Ordering Activity shall remain open until closure notification is received from Juniper Networks and accepted by Ordering Activity. By mutual agreement between Ordering Activity and Juniper Networks, Problems shall be categorized and handled according to the procedures set forth below:

- i) **P1 – Priority 1 Problems.** If the Problem is identified as a Priority 1 Problem, the Juniper Networks' Ordering Activity Service duty manager will be immediately notified of any Priority 1 Problems to ensure engagement of all appropriate resources. Contractor through Juniper Networks and Ordering Activity shall work continuously (on a 24x7x365 basis), and shall use all commercially reasonable efforts, to work with Ordering Activity's dedicated resources to resolve the Priority 1 Problem until a Work Around or a Problem Resolution is successfully implemented. If a Priority 1 Problem is not resolved within a maximum of 1 hour from the time it is classified as such by Juniper Networks, Juniper Networks' Ordering Activity Service will confer with the appropriate Juniper Networks' engineering subject-matter expert. If a Problem Resolution is successfully implemented, but such Problem Resolution cannot be deployed in a Product operating in Ordering Activity's network without affecting service or operation, Juniper Networks shall use commercially reasonable efforts to provide Ordering Activity with a Work Around. If a Work Around is successfully implemented, a Priority 1 Problem shall be reclassified to the appropriate priority level. Subject to the foregoing, Juniper Networks will use all commercially reasonable efforts to deliver a workaround solution within 24 hours of the Priority 1 Problem having been observed or reproduced by Juniper Networks.
- ii) **P2 – Priority 2 Problems.** If the problem is classified as a Priority 2 Problem, Contractor through Juniper Networks and Ordering Activity shall work full-time during normal business hours (extending to 24 hours per day as needed), and shall use all commercially reasonable efforts, until a Work Around or Problem Resolution is successfully implemented. If a Problem Resolution is successfully implemented, but such Problem Resolution cannot be deployed in a Product operating in Ordering Activity's network without affecting service or operation, Juniper Networks shall use commercially reasonable efforts to provide Ordering Activity with a Work Around. Subject to the preceding sentence, Juniper Networks will use all commercially reasonable efforts to provide a Work Around or Problem Resolution within 5 calendar days of a Priority 2 Problem being reported to Juniper Networks by Ordering Activity.
- iii) **P3 – Priority 3 Problems.** If a problem is classified as a Priority 3 Problem, Contractor through Juniper Networks and Ordering Activity shall work full-time during normal business hours, and shall use all commercially reasonable efforts, until a Work Around or Problem Resolution is successfully implemented. If a Problem Resolution is successfully implemented, but such Problem Resolution cannot be deployed in a Product operating in Ordering Activity's network without affecting service or operation, Juniper Networks shall use commercially reasonable efforts to provide Ordering Activity with a Work Around. Subject to the preceding sentence, Juniper Networks will use all commercially reasonable efforts to provide a Work Around or a Problem Resolution within 30 calendar days of a Priority 3 Problem being reported to Juniper Networks by Ordering Activity.
- iv) **P4 – Priority 4 Problems.** Contractor through Juniper Networks shall use commercially reasonable efforts to work with Ordering Activity during normal business hours to provide information or assistance as requested. Juniper Networks will use all commercially reasonable efforts to provide a Work Around, Problem Resolution or other requested assistance within 90 calendar days of a Priority 4 Problem being reported to Juniper Networks by Ordering Activity.

The response times set forth in this Section 5 d) constitute targeted goals of the Technical Support to be provided by Contractor through Juniper Networks to Ordering Activity, and it is understood that Juniper Networks shall use commercially reasonable efforts to attempt to resolve any Problems within the target times set for the relevant priority level. The parties acknowledge the potentially idiosyncratic nature of any Problem and agree that any sporadic failure to meet targeted times shall not constitute a breach of Juniper Networks' obligations under this Attachment A.

- e) **Escalation Management.** In addition to setting priority levels for reported Ordering Activity problems, Contractor through Juniper Networks will provide the following systematic escalation management for Problems:

Owner	Priority 1	Priority 2	Priority 3	Priority 4	Priority 2	Priority 3	Priority 4
Manager, Technical Support	1 hour	12 hours	15 days	30 days			
Director, Customer Service	2 hour	24 hours					
Vice President, Customer Service	4 hours	96 hours					
Vice President, Engineering and Sales	4 hours						
Executive Vice President, Operations	24 hours						

Owner	Priority 1	Priority 2	Priority 3	Priority 4	Priority 2	Priority 3	Priority 4
and Field Operations							

Hardware Repair/Replacement Support

Return-to-Factory

With this option, Ordering Activity may return a defective Juniper Networks product to a Juniper repair facility where it is replaced or repaired within 10 business days. The 10-business-day period begins upon receipt of the defective unit by Juniper at a Juniper repair facility.

Next-Day (not available in all jurisdictions)

The Next-Day option means that Juniper Networks delivers advance replacements for defective hardware on the next business day for replacement requests placed by 3 p.m. local JTAC time, Monday through Friday, except Juniper Networks' regional holidays. For countries where Juniper Networks does not have an in-country depot and next-business-day delivery is unavailable, Juniper will ship the replacement part within 24 hours of the replacement authorization. Actual delivery will be subject to local customs and importation, restrictions, and transportation delays. ("Next Business Day" is defined as 12 hours a day, 5 days a week.)

Same-Day (not available in all jurisdictions)

Same-Day delivery means that Juniper Networks delivers advance replacements for defective hardware or part(s), 24 hours a day, 7 days a week, within 4 hours of final diagnosis of a part failure and replacement authorization by Juniper Networks, to Ordering Activity's physical site if it is located within 50 miles of an authorized Juniper Networks parts depot.

Onsite (not available in all jurisdictions)

When JTAC determines that onsite support is required, an experienced service technician who is trained on Juniper products will be dispatched to the customer site. Upon arrival, this technician will work under the direction of a JTAC engineer to solve the problem(s). If required, a replacement product will already be at the site. The technician will perform tasks as directed by JTAC, and as outlined in the existing Global Service Operations (GSO) policy "Customer Onsite Service Support." Furthermore, the technician will be released from the site upon approval of the JTAC engineer, with concurrence from the customer. The technician will assist with packing up and removing any defective products.

KODAK WARRANTY

Warranty for KODAK Scanners

Published 10/13/2010 01:42 PM | Updated 04/19/2011 10:10 AM | Answer ID 19411

What are the warranty guidelines for my KODAK Scanner?

Limited Warranty

Kodak warrants your KODAK Scanner to be free from malfunctions and defects in both materials and workmanship for one year from the date of purchase.

THIS WARRANTY APPLIES ONLY TO EQUIPMENT PURCHASED IN THE UNITED STATES.

Limited Warranty Coverage

This warranty will be honored within the geographical location that the product was purchased.

If this equipment does not function properly during the warranty period due to defects in material or workmanship, Kodak will, at its option, either repair or replace the equipment without charge, subject to the conditions and limitations stated herein. Such repair service will include all labor as well as any necessary adjustments and/or replacement parts.

If replacement parts are used in making repairs, these parts may be remanufactured, or may contain remanufactured materials. If it is necessary to replace the entire system, it may be replaced with a remanufactured system.

Limitations

Warranty service will not be provided without dated proof of purchase. Please return the Warranty Registration card within 30 days of purchase.

This warranty becomes null and void if you fail to pack your scanner in a manner consistent with the original product packaging and damage occurs during product shipment.

This warranty does not cover: circumstances beyond Kodak's control; service or parts to correct problems resulting from the use of attachments, accessories, or alterations not marketed by Kodak; service required as the result of unauthorized modifications or service; misuse or abuse; failure to follow Kodak's operating, maintenance, or repackaging instructions; failure to use items supplied by Kodak (such as adapters and cables).

Kodak makes no other warranties, express, implied, or of merchantability or fitness for a particular purpose for this equipment or software.

Repair or replacement without charge is Kodak's only obligation under this warranty. KODAK WILL NOT BE RESPONSIBLE FOR ANY SPECIAL CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM THE PURCHASE, USE, OR IMPROPER FUNCTIONING OF THIS EQUIPMENT REGARDLESS OF THE CAUSE. SUCH DAMAGES FOR WHICH KODAK WILL NOT BE RESPONSIBLE INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, DOWNTIME COSTS, LOSS OF USE OF YOUR SCANNER, COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES, OR SERVICES, OR CLAIMS OF YOUR CUSTOMERS FOR SUCH DAMAGES.

Outside the United States

In countries other than the United States, warranty terms may be different. Unless a specific Kodak warranty is communicated to the purchaser in writing by Kodak, no warranty or liability exists even though defect, damage, or loss may be by negligence or other act of Kodak.

LENOVO WARRANTY

lenovo FOR
THOSE
WHO DO.

LENOVO® WARRANTY SERVICES PROTECT YOUR INVESTMENT

Lenovo's comprehensive end-to-end portfolio includes flexible Warranty Service options to meet the variable support needs across your organization. We provide fixed-term, fixed-cost service solutions that allow you to accurately budget for equipment expenses and match refresh cycles and critical support needs. Lenovo offers a worldwide single source solution that helps you realize your objectives for cost efficiency, improved service levels and end-user productivity and satisfaction, wherever you are.

Lenovo's award-winning Warranty Service is provided by Lenovo-trained technicians, using Lenovo Qualified parts, giving your organization the high standards of quality and customer care you've come to expect from Lenovo. You get the peace of mind to know your assets are protected, and your IT staff the freedom to focus on critical business objectives.

WARRANTY EXTENSIONS AND UPGRADES

Lenovo® offers a wide range of warranty options for your Think, Idea and Lenovo branded systems, dependent on the machine type and base warranty. These options can be selected at the time of purchase or within the term of initial base warranty coverage.

- **Warranty Extensions** are available for periods of up to five years (depending on your system) giving you a fixed-term, fixed-cost service solution that enables you to accurately budget for equipment expenses
- **Warranty Upgrades** allow you to vary response time and level of service to match your critical support needs

Depending on the initial base warranty of the system, service plans are available with the following standard service levels:

SERVICE OFFERING	DESCRIPTION
Carry-in or Mail-in Service ¹	Parts and labor repair coverage where the customer is responsible for shipping (including packaging) or delivery to authorized warranty provider or repair center.
Depot or Courier Service	Parts and labor repair coverage where shipping (including packaging) or delivery to the repair center is paid for by Lenovo.
Onsite/In-Home Service ²	Parts and labor repair coverage where labor is provided onsite at your place of business. <ul style="list-style-type: none"> • If Lenovo determines your product problem is covered by the product warranty and cannot be resolved over the telephone, a technician will be dispatched to arrive onsite, typically the next day. Onsite + Tech Install of CRUs (Customer Replaceable Unit Parts) broadens your coverage to include onsite technician installation of CRU parts.
International Warranty Service (IWS) ³	PC repair coverage for customers who require a critical warranty repair while travelling internationally www.lenovo.com/internationalwarranty

Additional Service level upgrades may be available in specific countries for a given Lenovo system. Special arrangements are possible upon request.

BENEFITS

- Lenovo's flexible warranty options are designed to fit the varying needs within an organization
- Match service coverage duration with the expected lifecycle of your PCs
- Minimize unplanned operating and maintenance expenses
- Increase uptime and productivity for you, your business or end-users
- Consistent service levels for multi-national organizations, in-region and local-language support
- Convenient onsite or next business day service options
- Lenovo's tech support has been recognized around the globe as consistently best-in-class from industry sources like TBR, Laptop Magazine, PC Magazine and IDC Dataquest
- Exceptional machines deserve exceptional service and only Lenovo backs them up with award-winning capabilities and Lenovo-certified technicians.

Lenovo Warranty Service is part of a comprehensive portfolio of Lenovo's award-winning services that support the entire lifecycle of your PCs. For more information on this, or other service offerings, please call 1-866-968-4465 or visit: www.lenovo.com/warranty/US

Lenovo Services

(1) Carry-in or mail in service may not be available in all regions. (2) Service is available during Lenovo's normal in-country business hours. Calls received after 4:00pm local time will require an additional business day for service dispatch. On-site service is available in metropolitan areas only. Next day Service is not guaranteed. (3) International Warranty Service is available, but regional differences in service level may apply. All products and offers are subject to availability. Lenovo reserves the right to alter product offerings and specifications at any time, without notice. Lenovo makes every effort to ensure accuracy of all information but is not liable or responsible for any editorial, photographic or typographic errors. All images are for illustration purposes only. For full Lenovo product, service and warranty specifications visit www.lenovo.com. The following are trademarks or registered trademarks of Lenovo: Lenovo, the Lenovo logo, ThinkPad, For Those Who Do and ThinkPlus. Other company, product and service name may be trademarks or service marks of others. ©2012 Lenovo. All rights reserved.

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- 24x7 technical support
- 4 hour parts replacement
- Expedited advance exchange
- Highest priority with technical support



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24x7 technical support with next day onsite service.

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- 24x7 technical support
- Next business day parts replacement
- Expedited advance exchange
- Priority with technical support



Extended Service Plans

24x7 technical support & extends your warranty for 5 years.

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- 24x7 technical support
- Advance exchange
- Priority with technical support



SUPPORT.

With thousands of support reps in 18 locations worldwide and a deep bench of level-2 technical experts, we're able to get you quick and knowledgeable help when you need it. We're consistently ranked as a top provider of customer support in surveys.

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Convenient Payment Options



Limits: Limit 5 per customer. Offers valid from Lenovo in the US only. Lenovo may increase or decrease these limits, from time to time, for certain offerings.

Ship date: Shipping times listed are estimates based on production time and product availability. An estimated ship date will be posted on our order status site after your order is placed. Ship dates do not include delivery times which will vary depending on the delivery method selected at checkout. Lenovo is not responsible for delays outside of our immediate control, including delays related to order processing, credit issues, inclement weather, or unexpected increase in demand. To obtain the latest information about the availability of a specific part number, please call the phone number listed in the masthead at the top of this page.

Next Day Shipping: Products ship within the next business day (excl. bank holidays and weekends) for orders which have been placed prior to 3pm ET and which are prepaid in full or payment approved. Limited quantities are available. Software and accessories will be shipped separately and may have a different estimated ship date.

Availability: Offers, prices, specifications and availability may change without notice. Lenovo will contact you and cancel your order if the product becomes unavailable or if there was a pricing or typographic error. Products advertised may be subject to limited availability, depending on inventory levels and demand. Lenovo strives to provide a reasonable quantity of products to accommodate estimated consumer demand.

General: [Review key information provided by Microsoft](#) that may apply to your system purchase, including details on Windows 10, Windows 8, Windows 7, and potential upgrades/downgrades. Lenovo makes no representation or warranty regarding third-party products or services.

Trademarks: Lenovo, ThinkPad, ThinkCentre, ThinkStation and the Lenovo logo are trademarks of Lenovo. Microsoft, Windows, Windows NT, and the Windows logo are trademarks of Microsoft Corporation. Ultrabook, Celeron, Celeron Inside, Core Inside, Intel, Intel Logo, Intel Atom, Intel Atom Inside, Intel Core, Intel Inside, Intel Inside Logo, Intel vPro, Itanium, Itanium Inside, Pentium, Pentium Inside, vPro Inside, Xeon, Xeon Phi, and Xeon Inside are trademarks of Intel Corporation in the U.S. and/or other countries. Other company, product or service names may be trademarks or service marks of others.

Warranty: For a copy of applicable warranties, write to: Lenovo Warranty Information, 1009 Think Place, Morrisville, NC, 27560. Lenovo makes no representation or warranty regarding third party products or services. The Lenovo Limited Warranty applies only to Lenovo hardware products purchased for your own use, and does not transfer upon resale.

Battery: These systems do not support batteries that are not genuine Lenovo-made or authorized. Systems will continue to boot, but may not charge unauthorized batteries. Attention: Lenovo has no responsibility for the performance or safety of unauthorized batteries, and provides no warranties for failures or damage arising out of their use. Battery life (and recharge times) will vary based on many factors, including system settings and usage.

Pricing: Does not include tax, shipping and handling, or recycling fees. Reseller prices may vary. Savings referenced off regular Lenovo web prices.

Windows 10 Upgrade from Microsoft: Offer is available for qualified Windows 7 and Windows 8.1 devices (including devices you already own). Please visit www.windows.com/windows10upgrade for the complete terms and conditions regarding this offer and to check your eligibility. This upgrade is being offered by Microsoft.

STAY CONNECTED

SELECTED COUNTRY/REGION

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**ABOUT
LENOVO**

**PRODUCTS &
SERVICES**

**SHOP BY
INDUSTRY**

RESOURCES

**CUSTOMER
SUPPORT**

LEXMARK WARRANTY

Lexmark End User Statement of Limited Warranty for Supplies

Lexmark International, Inc. Lexington, KY

Warranty Coverage: Lexmark warrants that on the date of original purchase this Product will be free from defects in material or workmanship. If, during the warranty period, this Product is found to be defective in material or workmanship, it will be exchanged or repaired at Lexmark's option.

Warranty Period:

The Warranty Period for each Product is shown in the section entitled "Products Covered by the Lexmark Limited Warranty", and starts on the date of original purchase.

Not Covered:

Warranty Service does not include repair or exchange when the problem results from accident, disaster, misuse, abuse, non-Lexmark modification (including refilling, tampered with in any way or remanufacturing), improper storage, malfunctioning equipment, laser print cartridges which are simply empty as a result of normal use, or normal wear and tear. Character or page yield is also not covered by warranty service, as it is influenced by customer application, printer contrast settings, operating environments, printer condition, and paper type.

Obtaining Warranty Service:

To obtain Warranty Service during the warranty period complete the End User Warranty Claim Form, attach a print sample illustrating the defect and return the Product along with proof of purchase and the completed Warranty Claim Form to the place of original purchase. If the End User Warranty Claim Form is not available, then please provide name, address, phone number, place of purchase, brief description of the problem, and a print sample, and return the Product along with proof of purchase to the place of original purchase. If the Product was purchased directly from Lexmark, you must return it to Lexmark to obtain warranty service. Should you have any warranty questions, please call, toll-free, 1-800-438-2468 for assistance.

For warranty service returns, please do NOT use the Lexmark Cartridge Collection Program shipping labels or its return address.

This limited warranty applies only to Product purchased and located in the United States and/or Puerto Rico.

Other Information:

THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED AND LEXMARK SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR SATISFACTORY QUALITY.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state, province to province, country to country.

Limitation of Remedies:

Your sole remedy under this Statement of Limited Warranty shall be Lexmark's performance of warranty service. For any claim concerning performance or nonperformance by Lexmark under this statement, or for any claim related to this product, you shall be entitled to recover actual damages up to the limits indicated in the following paragraph.

Lexmark's liability for damages to you for any cause whatsoever arising out of or related to this Statement of Limited Warranty or for any other claim related to this Product shall be limited to the amount that you paid for the Product at the time of original purchase. In no event will Lexmark be liable to you for any lost profits, lost savings, or other incidental or consequential damages even if 1) Lexmark, 2) a Lexmark Authorized Reseller, 3) any other reseller who purchased this product from a Lexmark Authorized Wholesaler has been advised of the possibility of such damages, or for any claim you based on a third party claim. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

MICROSOFT SURFACE TERMS & CONDITIONS

Appendix A
Microsoft Surface Terms and Conditions

THESE MICROSOFT SURFACE TERMS AND CONDITIONS APPLY TO MICROSOFT SURFACE PRODUCTS THAT YOU ORDER FROM THE CONTRACTOR UNDER THE CONTRACTOR'S GSA SCHEDULE CONTRACT (THE "CONTRACT"). THESE MICROSOFT SURFACE TERMS AND CONDITIONS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN AN ORDER OR ORDERING DOCUMENTATION.

BY USING YOUR MICROSOFT SURFACE PURCHASED FROM CONTRACTOR OR CONTRACTOR'S AUTHORIZED DEALER ("MICROSOFT HARDWARE"), OR MICROSOFT BRANDED ACCESSORY PURCHASED FROM CONTRACTOR OR AN AUTHORIZED CONTRACTOR DEALER ("ACCESSORY"), YOU AGREE TO THESE SURFACE TERMS AND CONDITIONS.

1. Software

You are solely responsible for ensuring you are properly licensed for all software, including Microsoft products and third party products you install and use on the Microsoft Hardware.

2. Warranty

This warranty gives You specific legal rights

- A. (a) For **1 year** from the date You purchased Your Microsoft Hardware or Accessory from Contractor or its authorized dealer ("Warranty Period"), Microsoft warrants, only to You, that the Microsoft Hardware or Accessory will not malfunction due to a defect in materials or workmanship under Normal Use Conditions.
- (b) This is the only warranty Microsoft gives for Your Microsoft Hardware or Accessory. Microsoft gives no other guarantee, warranty, or condition. No one else may give any guarantee, warranty, or condition on Microsoft's behalf.
- (c) MICROSOFT DISCLAIMS ALL OTHER WARRANTIES INCLUDE ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE
- (d) **Other Definitions.** "You" means the entity purchasing the Microsoft Hardware or Accessory. "Normal Use Conditions" means ordinary consumer use under normal conditions according to the instruction manual.

B. How to Get Warranty Service

- (a) Before starting the warranty process, please use the troubleshooting tips at www.microsoft.com/surface/support.
- (b) If the troubleshooting tips do not resolve Your problem, then follow the online process at www.microsoft.com/surface/warranty.
- (c) **Back up Your Hard Drive and Delete Confidential Information.** Before sending Your Microsoft Hardware or Accessory to Microsoft or taking it to the Contractor or its authorized dealer for service, be sure to:
- i. BACK UP YOUR HARD DISK DRIVE AND KEEP A COPY OF ANY DATA (INCLUDING PHOTOGRAPHS, DOCUMENTS, VIDEO, MUSIC, ETC.) OR PROGRAMS YOU WANT TO SAVE. MICROSOFT OR RESELLERS ARE NOT RESPONSIBLE FOR YOUR DATA OR PROGRAMS AND MAY ERASE THEM.
 - ii. DELETE ANYTHING YOU CONSIDER CONFIDENTIAL. MICROSOFT, RETAILERS, OR RESELLERS ARE NOT RESPONSIBLE FOR YOUR PRIVACY IF YOU LEAVE CONFIDENTIAL INFORMATION ON YOUR DEVICE.
- For more information, please see: www.microsoft.com/surface/warranty.

C. Microsoft's Responsibility

- (a) After You return Your Microsoft Hardware or Accessory to Microsoft or the Contractor or its authorized dealer, Microsoft or the reseller will inspect it.
- (b) If Microsoft or the Contractor determines that the Microsoft Hardware or Accessory malfunctioned due to a defect in materials or workmanship during the Warranty Period under Normal Use Conditions, Microsoft or the reseller will (at its option) repair or replace it, or refund the purchase price to You through your Contractor. Repair may use new or refurbished parts. Replacement may be with a new or refurbished unit.
- (c) After repair or replacement, Your Microsoft Hardware or Accessory will be covered by this warranty for the longer of the remainder of Your original Warranty Period, or 90 days after Contractor or its authorized dealer ships it to You.

(d) MICROSOFT'S RESPONSIBILITY TO REPAIR OR REPLACE YOUR MICROSOFT HARDWARE OR ACCESSORY, OR TO REFUND THE PURCHASE PRICE, IS YOUR EXCLUSIVE REMEDY.

(e) If Your Microsoft Hardware or Accessory malfunctions after the Warranty Period expires, there is no warranty of any kind. After the Warranty Period expires, Microsoft may charge You a fee for its efforts to diagnose and service any problems.

D. Warranty Exclusions

(a) Microsoft is not responsible and this warranty does not apply if Your Microsoft Hardware or Accessory is:

- i. damaged by use with products not sold or licensed by Microsoft;
- ii. opened, modified, or tampered with (including, for example, any attempt to defeat or circumvent any Microsoft technical limitation or security mechanism, etc.), or its serial number is altered or removed;
- iii. damaged by any external cause (including, for example, by being dropped, exposed to liquid, used with inadequate ventilation, etc., acts of God, power surge, misuse, abuse, negligence, accident, mishandling, misapplication, failure to follow instructions in the instruction manual, or other causes unrelated to defects in the Microsoft Hardware or Accessory);
- iv. scratched, dented, etc. or shows other cosmetic damage; or
- v. repaired, modified, or altered by anyone other than Microsoft or an authorized reseller

(b) Microsoft is not responsible and this warranty does not apply if Your Microsoft Hardware is used with an operating system other than the Windows operating system preinstalled in Your Microsoft Hardware, or any contemporaneous or later version of that operating system.

(c) This warranty does not apply to consumable parts that are designed to diminish over time, including normal wear and tear, unless the failure has occurred due to a defect in materials or workmanship.

(d) Microsoft does not guarantee that Your use of the Microsoft Hardware or Accessory will be uninterrupted, timely, secure, or error-free, or that data loss will not occur.

E. EXCLUSION OF CERTAIN DAMAGES

MICROSOFT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; ANY LOSS OF DATA, PRIVACY, CONFIDENTIALITY, OR PROFITS; OR ANY INABILITY TO USE YOUR MICROSOFT HARDWARE OR ACCESSORY. THESE EXCLUSIONS APPLY EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES, AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

F. Additional Terms

If You attempt to defeat or circumvent any Microsoft Hardware or Accessory technical limitation or security system, You may cause Your Microsoft Hardware or Accessory to stop working permanently. You will also void Your warranty, and make Your Microsoft Hardware or Accessory ineligible for authorized repair, even for a fee.

H. All parts of this warranty apply to the maximum extent permitted by law or unless prohibited by law.

I. This warranty is valid only in the United States of America.

3. Miscellaneous

A. Microsoft's address in the United States: Microsoft Corporation, One Microsoft Way, Redmond, WA 98052.

B. If a court holds any provision of these Microsoft Surface Terms and Conditions to be illegal, invalid, or unenforceable, the rest of the document will remain in effect and will be amended to give effect to the eliminated provision to the maximum extent possible.

C. Any breach of these Microsoft Surface Terms and Conditions, including Your obligations set forth herein, shall be handled in accordance with the Contracts Disputes Act (41 U.S.C. §§7101-7109).

D. For Microsoft Surface Products, system software uses significant storage space; Your storage capacity will be less. See [Surface.com/storage](https://www.microsoft.com/surface/storage) 1 GB = 1 billion bytes

E. All section and subsection headings used in these Microsoft Surface Terms and Conditions are for convenience only and shall not affect the interpretation of this agreement.

NETAPTIBLES TERMS & CONDITIONS



NETPATIBLES has the industry's leading LIFETIME WARRANTY for advanced networking components.

NETPATIBLES products carry a lifetime warranty, reflecting our confidence in our best-in-class product quality and that we stand 100% behind our customer's needs for network reliability.

We understand the demands of your network operations and this is why we provide the support and service your business deserves for all of our products.

We warrant our products against all manufacturer defects in material and workmanship for the lifetime of the product(s).

In the unexpected event you encounter an issue of a defect or damage appears under normal use, contact our support team and we will repair your product or replace it.

To submit a claim email support@netpatibles.com or call 888-800-5930

NEXSAN WARRANTY & SUPPORT



WARRANTY PROGRAM
SERVICE & SUPPORT

NEXSAN E-SERIES™
NEXSAN BEAST/BOY

WARRANTY GENERAL TERMS

Nexsan warrants that its Hardware Products are free from defects in material and workmanship for 3 years from date of shipment or contract purchase, and will conform to the applicable Nexsan specifications, under normal use and service, for the applicable warranty period of 3 years. All warranties begin upon original shipment date from Nexsan. (Software is covered under a separate warranty)

Nexsan's sole and exclusive obligations under its warranty are to repair or replace, at Nexsan's option, the nonconforming system or component, or to issue customer a refund for the purchase price of the equipment.

ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. THE WARRANTY REMEDIES STATED HEREIN ARE EXCLUSIVE. Nexsan shall not be responsible or liable for any consequential, indirect or special damages to any party, including lost profits, lost savings, lost data and loss of reputation, even if Nexsan has been advised of the possibility of such damages. Nexsan strongly urges all customers to take precautions to protect against data loss, particularly mission critical data, and to properly archive and backup data.

Any Nexsan warranty shall immediately be null and void if, in Nexsan's sole judgment, the unit has been altered or repaired other than with authorization from Nexsan and by its approved procedures, has been subject to misuse, abuse, negligence or accident, damaged by excess voltage, damaged in shipment, subjected to improper environmental conditions, or had its serial numbers and/or other marking altered, defaced or removed. Normal user preventative maintenance is the responsibility of the Purchaser and is excluded from this warranty.

Nexsan uses specific drive models, revision levels, and specially screened drives to ensure proper operation and reliability of the Nexsan Storage array. Drives not supplied by Nexsan can cause the array to function less than optimally or not at all and will therefore, in all cases, cause the warranty to terminate. Some levels of Nexsan firmware may prevent drives not supplied by Nexsan to be recognized by the array.

In the event of a failure during the warranty or any contracted support period the end-user may contact Nexsan Technical Services during standard Nexsan Business Hours, 8:00AM to 5:00PM Monday through Friday, at the Nexsan Regional Support Center nearest to the product location and a Nexsan engineer will assist in diagnoses and resolution. Please refer to our "Contact Technical Support" web page for complete information on how to contact your closest Nexsan regional support center or call +1 760 690 1111. Customers may also contact Nexsan Technical Services via email at support@nexsan.com. All support requests via email are addressed during standard Nexsan Business Hours.

Nexsan will make available free of charge to the original registered owner of the Product any Nexsan Software updates and maintenance releases which are issued during the warranty, or contracted support period. Major releases are not included in any support level. These updates are available on www.Nexsan.com and may only be available if the system has been registered through the on-line or GUI process.

Nexsan provides advance replacement of any identified defective hardware component during the warranty period. Replacement components will be advance shipped within one business day. Deliveries are normally shipped via standard two day freight. Actual delivery times may vary depending upon location.

Customers that do not wish to replace defective components can arrange for the entire storage device to be shipped, at customer's expense, to Nexsan for diagnosis and repair or alternatively can request on-site professional services from Nexsan. If professional services are requested a quote will be provided to the customer.

Available Support Upgrades: See our "Service and Support Programs" web page for details of these offerings

- Basic level warranty extension
- Enterprise Next Business Day onsite support
- Premium 7x24x4 onsite support
- On Site Spares Kit (OSSK)
- Nexsan Professional Services

NEXSAN SERVICE AND SUPPORT PROGRAMS

Nexsan E-Series, Nexsan E5000 Family, Beast, Boy

Choose the Nexsan Service and Support Program that fits your organization and get the highest performance out of your Nexsan storage systems while protecting your investment. Nexsan offers Basic, Enterprise, Premium and Concierge programs above the Standard Warranty to provide a selection of service and support features for any sized organization or IT team. Contact your Nexsan sales representative or visit www.nexsan.com to learn more about which service and support options best meet your needs.

	BASIC	ENTERPRISE	PREMIUM	CONCIERGE
Phone and Email Support	Nexsan Business Hours	7x24	7x24	7x24
Severity Level 1 / 2 / 3 (remote) Response Times	4 hrs / 8 hrs / 8 hrs Business Hours	4 hrs / 4 hrs / 8 hrs 7x24 Hours	2 hrs / 4 hrs / 4 hrs 7x24 Hours	1 hr / 2 hrs / 2 hrs 7x24 Hours
Firmware and/or Software Updates (bug fixes, minor releases)	Yes	Yes	Yes	Yes
Firmware and/or Software Upgrades (new features, major releases)	No	Yes	Yes	Yes
Parts Deployment	Advance Parts Replacement (Self-installed FRU)	Arrive with On-site Technician	Arrive with On-site Technician	Arrive with On-site Technician
Parts Timeframe	Ship within 1 Business Day	On-site 5x9 Next Business Day	On-site 7x24 4-hour Response	On-site 7x24 4-hour Response
Nexsan E5000 Concierge Support Suite	No			Yes Nexsan E5000 Only

The Nexsan E5000 Concierge Support Suite covers the E5000 head and any attached Nexsan E-Series storage systems.

NEXSAN E5000 CONCIERGE SUPPORT INCLUDES A SUITE OF ADDED SERVICES:

Hardware monitoring, auto-dispatch, personal Technical Account Manager, rapid answers, monthly health check, capacity and performance review twice per year.

PRODUCT WARRANTY				
Boy / Beast 36 months	Nexsan E-Series 36 months	Nexsan E5300 / E5500 HW 36 months	Nexsan E5100 HW 12 months	Nexsan E5000 Family Software 90 days

NEXSAN SERVICE AND SUPPORT PROGRAMS

Nexsan E-Series, Nexsan E5000 Family, Beast, Boy

STANDARD WARRANTY

The Standard Warranty includes free firmware and software updates (bug fixes, minor releases) and covers all Nexsan supplied hardware components. Once a Return Material Authorization (RMA) is issued, replacement components are advance-shipped within one business day. An RMA can be obtained by phone, fax or email. Warranty period varies by product. See product Warranty for more information. Warranty extensions may be purchased for current products still under Warranty. (Some restrictions apply)

NEXSAN REGULAR BUSINESS HOUR PHONE AND EMAIL SUPPORT

All Nexsan support centers are staffed by Senior Technical Engineers to answer questions, issue RMAs and provide onsite service if required. Nexsan regular business hour support provides standard English language support, available by phone Monday - Friday during Nexsan Business Hours 9:00 am to 5:00 pm local time at global support centers in San Diego, California (US), Derby (UK) and Tokyo Japan. Email support at support@nexsan.com or through www.nexsan.com/support. Email requests are addressed during Nexsan Business Hours. Enterprise, Premium and Concierge Support customers receive a hotline for dedicated 24x7 service. Our globally connected call tracking and communication system ensures the same level of quality support worldwide.

BASIC SUPPORT

Nexsan customers who prefer to perform simple hardware replacement themselves and do not need 24x7 care choose Basic support. As needed, replacement parts are advance-shipped within one business day of diagnosis of a hardware fault. Basic support includes Nexsan Technical Support by phone and email during standard Nexsan Business Hours. Software upgrades are available for an additional charge. Software/Firmware Updates are free.

Nexsan E-Series, SATABoy and SATABeast RAID products include Basic Support in the Standard Warranty.

ONSITE MAINTENANCE

Enterprise, Premium and Concierge programs include options for onsite maintenance and parts replacement by one of our Nexsan-trained, world-class global and regional service partners.

ENTERPRISE SUPPORT

Nexsan customers who want to simplify maintenance and ensure overall system availability, choose Nexsan Enterprise support for an enhanced level of service.

It includes 24x7 phone and email support and next-business-day onsite hardware replacement, following diagnosis of a hardware issue. Software and firmware upgrades and updates are also included. (Note: on-site support is not available on Nexsan holidays. See Nexsan.com/support for details)

PREMIUM SUPPORT

Nexsan customers who require infrastructure operation 24x7x365 choose Premium support for fast, 24x7 response and onsite hardware replacement. Once a hardware issue is diagnosed by phone, a Nexsan Technical Engineer arrives onsite, within 4 hours, if needed.

Premium support also offers enhanced response times to software support issues and an exclusive support hotline for around-the-clock access. Software/firmware updates and upgrades are included.

CONCIERGE SUPPORT

Nexsan E5000 Concierge support offers proactive managed services to ensure all the Nexsan storage as part of your E5000 system is always in peak operating condition. In addition to the features of the Premium support program you receive 24x7 hardware monitoring and automatic dispatch. Your assigned Technical Account Manager is intimately familiar with your installation and can provide rapid answers to questions. Nexsan conducts monthly health checks to keep your system in peak condition, as well as capacity and performance reviews twice a year. Personalized Concierge service offers the ultimate in support availability and ease.

NEXSAN PROFESSIONAL SERVICES

In addition to world-class support programs, Nexsan offers professional services to assist with solution design, installation and implementation. Onsite specialists work with you to configure your system, integrate it into your environment and even perform application and data migration. Nexsan Professional Services are priced at daily rates and can be scheduled for any number of days. Web-assist professional services for advanced remote assistance are also available. Contact your Nexsan sales representative or the Nexsan Technical Services Group for more information.

Accidental Damage Service Statement:

BY ACCEPTING THE SERVICES AND SUPPORT DESCRIBED ON THE CUSTOMER INVOICE, THE CUSTOMER AGREES TO BE BOUND BY AND ACCEPT THE TERMS AND CONDITIONS HEREIN. PLEASE READ THIS AGREEMENT IN ITS ENTIRETY. THESE TERMS AND CONDITIONS (THIS "SERVICE STATEMENT") WILL SUPPLEMENT, AND IF IN CONFLICT WITH WILL CONTROL, THE TERMS AND CONDITIONS OF ANY APPLICABLE SIGNED AGREEMENT BETWEEN THE CUSTOMER AND NCS.

Covered Computer Devices

The Customer must pay a separate Total Price for each Computer Device the Customer wish to be covered by this Service. With regard to each Computer Device covered by this Service the following general terms, conditions and exclusions shall apply:

Notebooks

Any hardware encompassed within the Computer Device; including power adapter and Non-branded NCS hardware peripherals provided. This Agreement is for hardware only. Accidental Damage Service does not cover any defects in or damage (including without limitation virus inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Computer Device, including without limitation Customer Factory Integration items. NCS will exercise reasonable efforts to, but this Statement does not guarantee that NCS will, repair or replace Customer Factory Integration items that may otherwise be excluded components.

Desktops

Any hardware encompassed within the Computer Device; including Non-branded NCS hardware peripherals provided. This Agreement is for hardware only. Accidental Damage Service does not cover any defects in or damage (including without limitation virus inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Computer Device, including without limitation Customer Factory Integration items. NCS will exercise reasonable efforts to, but this Statement does not guarantee that NCS will, repair or replace Customer Factory Integration items that may otherwise be excluded components.

Servers

Any hardware encompassed within the Computer Device; including Non-branded NCS hardware peripherals provided. This Agreement is for hardware only. Accidental Damage Service does not cover any defects in or damage (including without limitation virus inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Computer Device, including without limitation Customer Factory Integration items. NCS will exercise reasonable efforts to, but this Statement does not guarantee that NCS will, repair or replace Customer Factory Integration items that may otherwise be excluded components.

Web Appliances

Any hardware encompassed within the Computer Device; including Non-branded NCS hardware peripherals provided. This Agreement is for hardware only. Accidental Damage Service does not cover any defects in or damage (including without limitation virus inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Computer Device, including without limitation Customer Factory Integration items. NCS will exercise reasonable efforts to, but this Statement does not guarantee that NCS will, repair or replace Customer Factory Integration items that may otherwise be excluded components.

Mobile Products

Any hardware encompassed within the Computer Device; including Non-branded NCS hardware peripherals provided. This Agreement is for hardware only. Accidental Damage Service does not cover any defects in or damage (including without limitation virus inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Computer Device, including without limitation Customer Factory Integration items. NCS will exercise reasonable efforts to, but this Statement does not guarantee that NCS will, repair or replace Customer Factory Integration items that may otherwise be excluded components.

Thin Client

Any hardware encompassed within the Computer Device; including Non-branded NCS hardware peripherals provided. This Agreement is for hardware only. Accidental Damage Service does not cover any defects in or damage (including without limitation virus inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Computer Device, including without limitation Customer Factory Integration items. NCS will exercise reasonable efforts to, but this Statement does not guarantee that NCS will, repair or replace Customer Factory Integration items that may otherwise be excluded components.

Peripherals

All parts built in or on the base unit, including parts or accessories that are required for regular operation of the unit and shipped at point of sale, such as internal components/switches, built-in buttons, drawers, lids or panels, remote controls, synchronization cradles, or cables are covered. This Statement does not cover externally-attached peripheral devices, components, cases, or wiring classified as "accessories" or "consumables" and not built in or on the base unit, such as batteries, light bulbs, disposable/replaceable print/ink cartridges, print or photo paper, memory disks, disposable memory devices, wire connections or carrying cases. Accidental Damage Service does not cover any software shipped with peripherals.

Scope of Services

Repair and Replacement Service

During the term of this Statement and subject to the limitations in this Statement, NCS will repair or replace the Computer Device as necessary to correct any damage to the Computer Device which occurs during the usual and customary usage of the Computer Device because of:

- An electrical surge damages the Computer Device's internal circuitry, or the Customer accidentally drop the Computer Device or the Computer Device is otherwise accidentally damaged from handling including damage to the Computer Device because of liquid.
- Damage because of extreme temperatures.

If NCS repairs the Customer's Computer Device, the Customer understands and agrees that NCS may replace original parts with new or used parts from the original manufacturer, or a different one. Replacement parts will be functionally equivalent to the original parts. In NCS's discretion, NCS may designate an affiliated company or contract with a third party to complete repairs on the Computer Device. If NCS decides that it is necessary to replace the Computer Device rather than repair it, the Customer will receive a Computer Device equivalent to or upgraded to the Computer Device the Customer originally purchased from NCS, as determined by NCS, in NCS's sole and reasonable discretion.

Limits of Support Services

This Agreement does not cover and NCS is not obligated to repair or replace:

- Any damage to or defect in the Computer Device that does not affect Computer Device functionality. Under this Statement, NCS is not obligated to repair reasonable wear and tear on the Computer Device and other superficial items, such as scratches and dents that do not materially impair the Customer use of the Computer Device.
- Any Computer Device that anyone other than NCS or a person NCS designate has tried to repair.
- Any repair or attempted repair on the Computer Device covered by this Agreement by any party other than us or someone NCS designate will void and cancel this Statement. NCS will not reimburse the Customer the Customer for any repairs that the Customer or another person make or attempt to make to the Computer Device.
- Any Computer Device that suffers damage in connection with or as a result of incorrect or inadequate Customer Installation.
- Any Computer Device that is lost or stolen. To receive repair or replacement of a Computer
- The Customer must return the damaged Computer Device to NCS in its entirety.
- Any Computer Device that is damaged by fire from an external source or that is intentionally damaged. If NCS finds evidence of intentional damage, NCS are not obligated to repair or replace the Computer Device.
- Any recovery or transfer of data stored on the Computer Device. The Customer is solely responsible for all data stored on the Computer Device. NCS does not provide the Customer any data recovery services under this statement. However, if hard drive replacement is necessary.
- It is not necessary that the Customer perform any preventive maintenance on the Computer Device to obtain repair or replacement of a Computer Device covered by this Agreement.
- Except as specifically provided herein, any other damages that do not arise from defects in materials or workmanship or ordinary and customary usage of Computer Device or handheld peripheral device.

Limitation of Liability

NEITHER NCS NOR ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS ARE LIABLE TO THE CUSTOMER, OR ANY SUBSEQUENT OWNER OR OTHER USER OF THE COMPUTER DEVICE, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LIABILITY OR DAMAGES FOR THE COMPUTER DEVICE NOT BEING AVAILABLE FOR USE, LOSS OR CORRUPTION OF DATA OR SOFTWARE, PERSONAL INJURY, DEATH, OTHER INDIRECT LOSS DUE TO COMPUTER DEVICE FAILURE, OR ANY AND ALL INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE COMPUTER DEVICE, EVEN IF THE CUSTOMER HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. BY ENTERING INTO ACCEPTANCE OF THIS STATEMENT, THE CUSTOMER EXPRESSLY WAIVE ANY CLAIMS DESCRIBED IN THIS PARAGRAPH. THE CUSTOMER AGREE AND UNDERSTAND THAT WE WILL NOT BE RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY THE CUSTOMER FOR THE PURCHASE OF THE COMPUTER DEVICE COVERED BY THIS STATEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE CUSTOMER.

Customer Responsibilities

To receive the Accidental Damage Service, the Customer is responsible for complying with the following:

Cooperate with Technician

The Customer must cooperate with the technician to ensure that the Computer Device is properly serviced. At NCS's discretion, the technician will either send the Customer a replacement part for the Customer to install on the Computer Device or give the Customer directions to ship the Computer Device to the NCS repair facility. Once at the NCS repair facility, NCS may repair the Computer Device or ship the Customer a replacement Computer Device depending on our assessment of the damage to the Computer Device. In some cases, where NCS can determine over the telephone that a replacement Computer Device will be necessary, NCS may in our discretion, ship the Customer a replacement Computer Device immediately. However, if the Customer fails to return the damaged Computer Device to us, the Customer agrees that the Customer is responsible for the retail price of the replacement Computer Device.

Payment

Accidental Damage Service is only available with the purchase of a NCS peripheral or system falling under a category listed in Covered Computer Devices above, but it is not necessary that the Customer purchase Accidental Damage Service. Our invoice to the Customer for the Computer Device will indicate whether the Customer purchased Accidental Damage Service, and will serve as the Customer receipt. In addition, the Computer Device will be tagged with a serial number that will indicate the Customer purchase of Accidental Damage Service.

General Terms

Term and Renewal

This Statement begins on the date the Customer receive the Computer Device from us and expires on the contract expiration date corresponding to the Accidental Damage Service term purchased. The term of this Statement may not be extended or renewed.

Claims of Confidentiality or Proprietary Rights

The Customer agrees that any information or data disclosed or sent to NCS, over the telephone, electronically or otherwise, is not confidential or proprietary to the Customer.

Cancellation

This Agreement is dated as of the date the Customer receive the Computer Device from us. NCS may cancel this Agreement if the Customer fails to pay us the Total Price for Accidental Damage Service in accordance with our invoice terms, make a misrepresentation to us or our agents, or otherwise breach the Customer obligations under this Agreement. NCS will not cancel this Agreement for any other reason. Accidental Damage Service must be cancelled separately for each Computer Device.

Entire Statement

This Statement is the entire agreement between the Customer and NCS with respect to its subject matter and none of NCS's employees or agents may orally vary the terms and conditions of this Statement.

Domestic Express Replacement Warranty Support Statement:

Options:

- Standard -** Direct telephone access 10 hours/day, 5 days/week to NCS's Warranty Support Department for expedited troubleshooting of hardware issues. In accordance with NCS standard helpdesk line Monday- Friday (Excluding Holidays) 8:00AM – 6:00PM Eastern Standard Time, USA.
- TBA: 24X7 Option -** Direct telephone access 24 hours/day, 7 days/week to NCS's Global Call Center for expedited troubleshooting of hardware issues. Next Business Day (Monday- Friday (Excluding Holidays) 8:00AM – 6:00PM Eastern Standard Time, USA) response from NCS Warranty Support Department.

Accidental Damage Option - Accidental damage; Please See (Appendix I)

Domestic Express Replacement Support Includes:

It is determined by a NCS technician during warranty support request (please see Requesting Warranty Service) that a Customer's System requires "Express Replacement" Service. Customer must then take the System to the carrier location within three days following receiving replacement. Customer must package System in materials reasonable for shipments not to sustain damage. Customer must provide package to the carrier to be shipped via NCS provided standard shipping to NCS's repair facility in accordance with the shipping procedures set forth below. Express Replacement Service will apply to all NCS branded Systems and Non-branded NCS provided monitors or components. This service description does not apply to Systems returned to NCS's repair facility using procedures other than those set forth herein, and neither NCS nor the carrier can be responsible for damage caused during transit of the System to the carrier or to NCS. Customer is responsible for the standard Customer shipping charges when sending the System in for repair. All liabilities limited to shipping Replacement System to Customer will be assumed by NCS.

Mail-Out Procedures

If the technician is unable to resolve the problem over the phone and determines that Express Replacement Service is necessary (depending on Customer's Service Type), the replacement will be provided in the following manner:

Replacement Computer System

NCS will make every reasonable effort to ship the replacement computer system to Customer within a 24 hour period (unless otherwise stated in customer agreement) following call. Replacement computer system may not include items such as; NCS serial number label, operating system certificate of authenticity, battery, mouse, keyboard, accessories, customer software / data or hard drive. It is the Customers responsibility to transfer these components to the replacement system.

Mail-In Procedures

If the technician is unable to resolve the problem over the phone and determines that Express Replacement Service is necessary (depending on Customer's Service Type), the following standard procedures apply; NCS will not accept Systems that are not returned in accordance with these shipping instructions:

Display the Return Order Number: The NCS technician will provide Customer with a Repair Order number. Customer must print the Repair Order number clearly and conspicuously on the outside of the prepaid packaging. NCS will refuse to accept, and will return to Customer, any System that does not clearly and conspicuously display the Repair Order number on the packaging.

Shipping: Customer and the carrier will make the shipping arrangements. The System must be shipped in the NCS standard prepaid packaging to the address given to Customer by the technician or provided on call tag.

Package the System: Customer will provide packaging if not provided by NCS. Customer will be responsible for ensuring that the System is properly packaged and Customer will bear the full risk of loss or damage for any System that is returned improperly packaged.

Parts Ownership: All service parts removed from Customer's System become the property of NCS. Customer must pay NCS at the current retail price(s) for any service parts removed from the System and retained by Customer. NCS uses new and reconditioned parts made by various manufacturers in performing warranty repairs.

Other Shipping Precautions: Customer should not send its manuals or any non-NCS supplied options with the System. Prior to shipping, Customer must remove the options and components from its System as instructed by the technician. In addition, Customer should remove any confidential, proprietary, or personal information and removable media such as floppy disks, CDs, or PC cards. **NCS is not responsible for any of Customer's confidential, proprietary, or personal information; lost or corrupted data; or damaged or lost removable media.**

Transfer of Service Description: This Service Description extends only to original purchasers of the System within the United States as determined by NCS. Subject to the limitations set forth in this Service Description.

Limited Liability: CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND NCS'S ENTIRE, COLLECTIVE LIABILITY IN CONTRACT, TORT OR OTHERWISE, UNDER THIS SERVICE DESCRIPTION IS THE REPAIR OF THE DEFECTIVE SYSTEM OR COMPONENTS IN ACCORDANCE WITH THIS SERVICE DESCRIPTION.

NCS Limited Battery Warranty Statement:

NCS Technologies, Inc. warrants to the original purchaser that the notebook Lithium-Ion battery pack is free from defects in material and/or workmanship for a period of one (1) year from the date of delivery. A battery shall also qualify for replacement under warranty if at any time during the warranty period it is unable to hold more than 50% of its original charge capacity. Shipping costs back to NCS must be prepaid by the original purchaser, but there is no charge for the inspection or return shipping of the battery or its replacement. If, upon inspection, NCS determines that the battery is defective in materials or workmanship, a new or refurbished replacement battery shall be provided. The replacement battery is warranted for the remainder of the original warranty or for thirty (30) days from the date of shipment, whichever is longer. The original purchaser must promptly notify NCS in writing if there is a defect in material or workmanship. Written notice in all events must be received by NCS before expiration of the warranty period.

This warranty is not transferable.

Support Does Not Include:

- Hardware or software support for Customer Factory Integration ("CFI") products.
- Preventative maintenance.
- Installation, de-installation, or relocation services.
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than NCS (or its authorized representatives).
- Support for equipment damaged by misuse, accident, abuse of Supported System or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by Customer (or Customer's agent), moving the Supported System, removal or alteration of equipment or parts identification labels, or failure caused by a product for which NCS is not responsible.
- Support for damage resulting from an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes.
- Any activities or services not expressly described in this Statement.
- Please read this Statement carefully and note that NCS reserves the right to change or modify any of the terms and conditions set forth in this Statement at any time, and to determine whether and when any such changes apply to both existing and future Customers.

NCS' and its suppliers' liability for failure to repair the NCS PC product to conform to the warranty after a reasonable number of attempts will be limited to a replacement of the NCS PC product or, at NCS' option, to a refund not to exceed the purchase price of the NCS PC product. These remedies are the original purchaser's exclusive remedies for breach of warranty. Under no circumstances shall NCS or its suppliers be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict liability, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of revenue, loss of data, loss of use of the NCS PC product or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, original purchaser's time, the claims of third parties, including customers, and injury to property.

DISCLAIMER OF WARRANTIES

THE WARRANTY STATED ABOVE IS THE ONLY WARRANTY APPLICABLE TO THIS PRODUCT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ARE HEREBY DISCLAIMED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NCS, ITS AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to the Customer. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Customer. This Warranty gives the Customer specific legal rights, and the Customer may also have other rights that vary from state to state.

IN THE EVENT OF INCONSISTENCY BETWEEN ANY TERMS OF THIS CONTRACT AND ANY TRANSLATION THEREOF INTO ANOTHER LANGUAGE, THE ENGLISH LANGUAGE VERSION SHALL PREVAIL.

THIS DISCLAIMER OF WARRANTIES AND LIMITED WARRANTY ARE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA.

OVERLAND WARRANTY TERMS AND CONDITIONS



Search

Global Service Programs: Warranty Terms and Conditions

These Terms and Conditions of Warranty, Service and Support ("Terms and Conditions") cover services provided by Overland to customers ("Customers") who have purchased products ("Products") from Overland Storage, Inc. ("Overland").

Limited Hardware Warranty

Overland warrants that Overland or its designated third party service provider ("Service Provider") will repair or exchange, at Overland's option and without charge to Customer, each Product failing to function properly under normal use during the Limited Warranty Period (the "Limited Warranty"). The "Limited Warranty Period" starts on the date of shipment from Overland or on the purchase date from an Overland authorized reseller and continues for the applicable time specified at the "Warranty Coverage and Service Options" web page or for any period during which Overland agrees to extend such Limited Warranty Period. Customer's dated sales or delivery receipt is Customer's proof of the purchase date. Customer may be required to provide proof of purchase as a condition of receiving warranty service. Customer means the original end-user purchaser of the Product. This Limited Warranty is extended to the original end-user purchaser only and is not transferable.

Your Limited Warranty is NOT in effect until Overland receives your completed Warranty Registration via the Product Self Support section on Overland's web site at support.overlandstorage.com and it is processed by Overland. Processing may take up to 15 business days after receipt of your Warranty Registration by Overland.

Overland Storage warrants that the software functionality for specified Overland Products will substantially conform to its published specifications for a period of time as specified at the "Warranty Coverage and Service Options" web page from the receipt of the equipment containing the software or receipt of access to the software. This limited warranty extends only to the end customer as the original licensee. Overland Storage will comply with all applicable laws, rules and regulations in connection with its activities under the published End User License Agreement (EULA). Refer to the EULA for your product for the complete statement of warranty.

Any Product, which Overland has authorized to be replaced must be returned to Overland per the terms of the specific warranty. For Return to Factory (RTF) Replacement material, Customer must first ship the product to Overland at the Customer's expense. Once Overland receives the part, the repaired or replaced item will be shipped to Customer, at Overland's expense.

For Advanced Warranty Replacement material, the customer is obligated to return the replaced material within the stated timeframe in order to maintain the Limited Warranty entitlement. Failure to comply will result in suspension of your Limited Warranty and grant Overland the right to invoice the Customer, at current list price, for the replacement material. All returned parts or Products become the property of Overland. Overland, at its discretion, may use new, refurbished, or reconditioned replacement parts to perform any warranty repair or replacement of its Products or provide a replacement unit of Overland's choosing that is at least equivalent to the Product in hardware performance. Overland reserves the right, at its sole discretion, to refund the purchase price instead of replacing the Product.

Other terms and conditions relating to duration, scope and procedures of the Limited Warranty are available on the [Global Service Programs: Service Options Details](#) page.

Upgraded Warranty Coverage and Additional Purchased Services

In addition to the Limited Warranty applicable to all Products during the Limited Warranty Period, Customer may purchase, upon payment of the applicable fees, extended terms of the Limited Warranty Period, additional, or upgraded warranties, on-site service, and other maintenance or installation services and support ("Purchased Services") all as set forth on the "Warranty Coverage and Service Options" web page (any such purchased services being referred to as the "Services"). Purchased Services are valid to the original end-user purchaser only and are not transferable or refundable.

If Customer has purchased any Services set forth on the "Warranty Coverage and Service Options" web page, Overland or its Service Provider will provide the Services, commencing the date that Overland receives and processes your purchase order for such Services ("Service Start Date"). Processing your purchase order may take up to 15 business days after receipt of your purchase order by Overland.

Services may include mandatory engineering changes, maintenance updates, releases or upgrade versions of the Products, if any, to the Customer, but installation of recommended non-mandatory changes, updates, releases, or upgrade versions will subject Customer to additional charges.

Overland or the Service Provider will use commercially reasonable efforts to respond to Customer's request for Services within the response time set forth under the "Warranty Coverage and Service Options" web page, measured from the time Overland or its Authorized Service Provider has determined that the Services are required. Overland or the Service Provider will use reasonable care to assure that all services are performed in a workmanlike manner by competent and trained individuals utilizing generally accepted industry standards and practices.

If any Purchased Services coverage was not originally provided or purchased with the Products, or if Services coverage has lapsed, or if ownership of the product has been transferred to other than the original end user purchaser, Overland or the Service Provider may require an inspection of the Products before the Service Start Date and as a condition to providing the Services. Customer will bear the expense of such inspection, as well as the expense of the repair should the inspection reveal any failure of the Product to function properly or any conditions listed as Exclusions below.

Technical and Telephone Support

If Customer receives support as set forth on the "Warranty Coverage and Service Options" web page. Such support will include:

Access to the Product Self Support section on Overland's web site at support.overlandstorage.com.

Web self support includes FAQ's, User Guides, Application Notes and other information designed to maximize the benefit of your Product and enable the Customer to resolve

RESOURCES

Service Resources
OverlandCare
OverlandCare Support Programs Datasheet
Optional Programs
Warranty Coverage and Service Options
Warranty Terms and Conditions
Service FAQ's
Service Center Locator
Repair Services and Spares

issues without the need for additional assistance. This feature is generally available 7x24x365.

Tier 1 Telephone consultation assistance shall be available 24x7x365 concerning the basic installation, application and operation of the Products:

Tier 1 Telephone consultation assistance will include initial information gathering and verification of entitlements and may include, answering basic product installation, configuration or usage questions; initial failure information gathering (including gathering product log files); answer general "how to" questions;

Tier 2 and 3 technical telephone support will be provided during Overland's standard business hours (excluding legal holidays observed by Overland or its authorized service representative) at no additional cost for Hardware failures occurring during the Telephone Technical Support Period specified at the "[Warranty Coverage and Service Options](#)" web page. Technical telephone support provided after the first 90 days of the Warranty Period, outside the Warranty Period or for exclusions to this Product Limited Warranty may be provided on an as-available basis for a per incident charge. Credit card deposits may be requested in such cases unless Upgraded Warranty coverage or Additional Purchased Services are in effect. The deposit will be refunded if the Defect is a Hardware failure identified within the Warranty Period. "Defect" means the Product is not performing in accordance with Overland's published specifications, the nonconformity is covered by the Product Limited Warranty and the nonconformity is reproducible. For more details on the Overland "Out of Warranty" Services, go to this link: "[Overland Out of Warranty Services](#)".

Tier 2 and 3 telephone consultation assistance will include failure isolation and identification; providing standard fixes and workarounds to known failures; utilize support lab equipment to replicate customer problems if necessary; apply advanced troubleshooting techniques to the extent required to determine root cause and final resolution of customer issues; work with the customer to apply the resolution and confirm return to correct operating conditions

If a customer requires Tier 2 and 3 phone support outside of Overland standard business hours, the must purchase the appropriate Support Coverage that provides this Tier 2 and 3 support 24x7x365 and as specified at the "[Warranty Coverage and Service Options](#)" web page

Product Location

If Customer receives support as set forth on the "[Warranty Coverage and Service Options](#)" web page, the Services will be provided only at the location initially designated by Customer at the time of product registration. Services will not be provided at any other location, unless Overland agrees to such other location. On-site support services may not be available for products located within private residences.

If Customer wishes to relocate the Products, it will give 30-day prior, written notice to Overland and resumption of Services on such Products will be subject to Overland's consent and the payment by Customer of additional charges as determined by Overland. Additional charges or change of service level according to Overland's then-current policies and pricing may also apply if the Product is relocated to a geographic location in which Overland Services are available at a price different from that paid or where available service levels vary from the original location. No refund will be made of any Purchased Services.

Any product requiring support within 15 days following such relocation or notice thereof will be analyzed to determine if a coverage exclusion for installation or damage shall apply.

On-Site Services

For any on-site Services, Customer will provide to the personnel providing the Services, at Customer's expense and at the scheduled time and at other reasonable times and for reasonable time increments: (i) full and free access to the Products and the use of any product, attachment, documentation, software, diagnostics or other equipment necessary to provide Service; and (ii) adequate and safe working and storage space and facilities as reasonably needed by personnel providing Services, including, without limitation, adequate heat, light, ventilation and electrical current and outlets. Customer will be solely responsible to move furniture, equipment, stored materials or any other objects as required while Services personnel are at Customer's premises.

Third Party Software

Third Party Software may be included in the Products. Third Party Software is any third party, free or open source software provided by Overland but separately licensed. Third Party Software may not be covered by Purchased Services. Customer may be able to purchase Supplemental Software Service for Third Party Software. In order to purchase the Supplemental Software Service, Customer must purchase and at all time maintain a current valid support entitlement for the Overland hardware Product on which the Third Party Software runs.

Exclusions

Overland will have no obligation to provide any warranty or Services for, or may in Overland's sole discretion charge additional fees for: (a) altered or modified Products or Products from which the serial number or any warranty seal has been removed or that have been damaged or rendered defective; (b) Products that are damaged as a result of repairs by anyone other than Overland or its Service Provider, accident, misuse, abuse, or other external causes or not related to any Product error; (c) Products incorporated into other products not manufactured by Overland or that have parts or accessories that have not been provided or installed by Overland or its Service Provider; (d) Products used other than as specified in the Overland's user manual or specifications or operated outside the usage parameters stated in the user documentation; (e) expendable or consumable parts or media, wire, or cables; (f) repainting or refinishing; or (g) installation, configuration or relocation of the Products.

Products returned and found in good working order or covered by one of the foregoing exclusions will be subject to an additional service charge. If any unauthorized new equipment specifications, attachments, features, unauthorized or unapproved firmware or other changes are made or added to any of the Products after the Service Start Date, Overland may cancel the Service or adjust the specified charges.

Charges and Obligations

Overland will invoice and Customer will pay Overland the applicable Services fee or other charges set forth on and according to any terms listed on the Expanded Warranty Coverage and Service Options or on any applicable invoice. Services fees listed are exclusive of any taxes that may apply.

Overland may suspend or cancel Services if Customer fails to make payment or breaches any provision of these Terms and Conditions or any term or condition set forth under the Expanded Warranty Coverage and Service Options and such nonpayment is not remedied within 30 days after the original due date or such breach is not remedied within 30 days after the date of Overland's notice of the breach. FAILURE TO RETURN ANY DEFECTIVE MATERIAL WITHIN 15 DAYS OF RECEIPT OF ITS REPLACEMENT SHALL BE CONSIDERED A BREACH AND WILL RESULT IN SUSPENSION OF THIS AGREEMENT UNTIL SUCH MATERIAL IS RETURNED OR PURCHASED. If Overland suspends or cancels Services for Customer's failure to return Advance Warranty Replaced material or to pay Overland on the due date, then in order to reinstate or renew Services (if allowed by Overland), Customer must first pay Overland the applicable Services fee and any reinstatement charge listed under the Expanded Warranty Coverage and Service Options. No portion of any charges for Services will be prorated or refunded to Customer in the event the Services are terminated prior to the end of the term then in effect.

Data and Privacy

IT IS CUSTOMER'S SOLE RESPONSIBILITY TO MAKE BACK-UP COPIES OF CUSTOMER'S DATA AND TO ENSURE THAT ALL OF ITS DATA AND FILES ARE ADEQUATELY DUPLICATED AND DOCUMENTED. BEFORE ALLOWING SERVICE OF ANY PRODUCT, CUSTOMER MUST BACK-UP DATA AND REMOVE ANY OF CUSTOMER'S CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION. NEITHER OVERLAND NOR ITS SERVICE PROVIDER WILL BE LIABLE FOR ANY CONFIDENTIAL OR PRIVATE INFORMATION OR DATA CONTAINED IN ANY PRODUCT, HARDWARE, SOFTWARE OR MEDIA. NEITHER OVERLAND NOR ITS SERVICE PROVIDER WILL HAVE ANY LIABILITY ARISING OUT OF ANY DAMAGE TO OR LOSS OF SUCH DATA WHILE THE PRODUCT IS IN OVERLAND'S OR THE SERVICE PROVIDER'S POSSESSION. OVERLAND AND/OR THE SERVICE PROVIDER WILL NOT BE RESPONSIBLE FOR THE BACK-UP, SAVING, OFFLOADING, RECOVERY, RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY OVERLAND WHEN THE PRODUCT IS MANUFACTURED.

Disclaimers

OVERLAND AND/OR THE SERVICE PROVIDER WILL NOT BE RESPONSIBLE FOR TECHNICAL SERVICES OF ANY SORT RELATED TO SYSTEM DESIGN OR

OPERATION, PROGRAMMING OR SOFTWARE NOT SOLD BY OVERLAND. NEITHER OVERLAND NOR ITS SERVICE PROVIDER WILL BE LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY CUSTOMER FOR A THIRD PARTY OR FOR ANY DAMAGE THAT OCCURS AS A RESULT OF CUSTOMER'S FAILURE TO FOLLOW THE INSTRUCTIONS THAT CAME WITH THE PRODUCT.

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, OVERLAND MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OVERLAND DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PRODUCTS WILL MEET THE CUSTOMERS' REQUIREMENTS OR BE UNINTERRUPTED OR ERROR-FREE. LAWS FROM TIME TO TIME IN FORCE IN THE RELEVANT MARKET MAY IMPLY WARRANTIES WHICH CANNOT BE EXCLUDED OR WHICH CAN ONLY BE EXCLUDED TO A LIMITED EXTENT, IN WHICH CASE, OVERLAND LIMITS ITS AND ITS SERVICE PROVIDER'S LIABILITY TO THE EXTENT PERMITTED BY LAW. IF OVERLAND CANNOT EXCLUDE ANY WARRANTY IMPLIED BY LAW, THIS WARRANTY SHALL BE READ AND CONSTRUED SUBJECT TO SUCH STATUTORY PROVISIONS.

Overland Storage products may be manufactured from new parts, or new and used parts. Unless specifically identified as "used" or "refurbished" all Overland Storage products shall be covered by their specific standard warranty entitlement at the time of customer purchase.

Limitations of Liability

UNDER NO CIRCUMSTANCES WILL OVERLAND, ITS SERVICE PROVIDER OR EITHER'S AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, INCONVENIENCE, DELAY, PROFITS, USE OF MONEY OR USE OF THE OVERLAND PRODUCTS, INTERRUPTION IN USE OR AVAILABILITY OF DATA.

OVERLAND'S AND THE SERVICE PROVIDER'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR CLAIMS RELATED TO OR ARISING OUT OF THESE TERMS AND CONDITIONS FOR ANY CAUSE AND DESPITE THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, STATUTORY OR OTHERWISE, INCLUDING NEGLIGENCE AND STRICT LIABILITY, WILL NOT EXCEED THE AMOUNT OF THE SERVICE FEES THAT CUSTOMER PAID TO OVERLAND DURING THE PARTICULAR TERM IN WHICH SUCH DAMAGE OCCURRED. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF CUSTOMER HAS ADVISED OVERLAND OR ITS SERVICE PROVIDER OF THE POSSIBILITY OF ANY SUCH DAMAGES.

THESE TERMS AND CONDITIONS GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY. CUSTOMER IS ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF CUSTOMER'S RIGHTS. SOME STATES OR COUNTRIES DO NOT ALLOW A LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS OR LIMITATIONS OF THESE TERMS AND CONDITIONS MAY NOT APPLY TO CUSTOMER.

General Terms

Neither Overland nor the Service Provider is responsible for failure to fulfill its obligations pursuant to these Terms and Conditions due to acts of God, labor disputes, shortages of parts or materials or any other causes similar or dissimilar, beyond its reasonable control.

These Terms and Conditions and the Expanded Warranty Coverage and Service Options together constitute the complete and exclusive agreement regarding the warranty and service terms and conditions of Overland branded Product. These Terms and Conditions supersede any prior agreements or representations—including representations made in Overland sales literature or advice given to Customer by Overland, an Overland authorized reseller, or an agent or employee thereof—that may have been made in connection with Customer's purchase of the Product. No change to the conditions of these Terms and Conditions is valid unless it is made in writing and signed by an authorized representative of Overland. Overland may in its sole discretion modify the Terms and Conditions at any time and from time to time. If any provision of these Terms and Conditions is held invalid by any law or regulation of any government or by any court, such invalidity will not affect the enforceability of other provisions in these Terms and Conditions.

These Terms and Conditions will be governed by the laws of the State of California. Any legal suit, action or proceeding arising out of or relating to these Terms and Conditions will be commenced in a federal or state court in the County of San Diego, California, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

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PANASONIC WARRANTY

12. General Information

12.4 Limited Warranty

PANASONIC CONSUMER ELECTRONICS COMPANY,
DIVISION OF MATSUSHITA ELECTRIC
CORPORATION OF AMERICA
One Panasonic Way,
Secaucus, New Jersey 07094

PANASONIC SALES COMPANY,
DIVISION OF MATSUSHITA
ELECTRIC OF PUERTO RICO, INC.,
Ave. 65 de Infantería, Km. 9.5
San Gabriel Industrial Park,
Carolina, Puerto Rico 00985

Panasonic Facsimile Product Limited Warranty

Limited Warranty Coverage

If your product does not work properly because of a defect in materials or workmanship, Panasonic Consumer Electronics Company or Panasonic Sales Company (collectively referred to as "the warrantor") will, for the length of the period indicated on the chart below, which starts with the date of original purchase ("Limited Warranty period"), at its option either (a) repair your product with new or refurbished parts, or (b) replace it with a new or a refurbished product. The decision to repair or replace will be made by the warrantor.

FAX categories	Parts	Labor
Thermal Transfer Facsimile	6 Months	6 Months
Laser Facsimile	1 (one) Year	1 (one) Year

Batteries, antennas, optional accessories (such as additional handsets), ink film, toner cartridge, drum unit, and ink cartridge (as may be applicable), and cosmetic parts (cabinet) are not warranted under this Limited Warranty.

During the "Labor" Limited Warranty period there will be no charge for labor. During the "Parts" Limited Warranty period, there will be no charge for parts. You must carry-in or mail-in your product during the Limited Warranty period. This Limited Warranty only applies to products purchased and serviced in the United States or Puerto Rico. This Limited Warranty is extended only to the original purchaser and only covers products purchased as new. A purchase receipt or other proof of the original purchase date is required for Limited Warranty service.

Carry-In or Mail-In Service

For Carry-In or Mail-In Service in the United States call 1-800-HELP-FAX (1-800-435-7329)
For assistance in Puerto Rico call Panasonic Sales Company (787)-750-4300 or fax (787)-768-2910.

Limited Warranty Limits and Exclusions

This Limited Warranty ONLY COVERS failures due to defects in materials or workmanship, and DOES NOT COVER normal wear and tear or cosmetic damage. The Limited Warranty ALSO DOES NOT COVER damages which occurred in shipment, or failures which are caused by products not supplied by the warrantor such as non Panasonic ink film, toner cartridge or drum unit, or failures which result from accidents, misuse, abuse, neglect, mishandling, misapplication, alteration, faulty installation, set-up adjustments, signal reception problems, misadjustment of consumer controls, improper maintenance, power line surge, improper voltage supply, lightning damage, modification, or commercial use (such as in a hotel, office, restaurant, or other business), rental use of the product, service by anyone other than a Factory Servicenter or other Authorized Servicer, or damage that is attributable to acts of God.

THERE ARE NO EXPRESS WARRANTIES EXCEPT AS LISTED UNDER "LIMITED WARRANTY COVERAGE". THE WARRANTOR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THIS PRODUCT, OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY. (As examples, this excludes damages for lost time, cost of having someone remove or re-install an installed unit if applicable, or travel to and from the servicer. The items listed are not exclusive, but are for illustration only.) **ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, ARE LIMITED TO THE PERIOD OF THE LIMITED WARRANTY.**

PLANTRONICS EULA

**ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS**

POLYCOM, INC.

POLYCOM, INC. LICENSE, WARRANTY AND SUPPORT TERMS

1. **GRANT OF LICENSE.** Subject to the terms of this Attachment A, Contractor grants to you a non-exclusive, non-transferable, revocable license to install and use the SOFTWARE PRODUCT solely on the POLYCOM product with which this SOFTWARE PRODUCT is supplied (the "PRODUCT"). Ordering Activity (herein also referred to as "You" or "Your") may use the SOFTWARE PRODUCT only in connection with the use of the PRODUCT subject to the following terms and the proprietary notices, labels or marks on the SOFTWARE PRODUCT or media upon which the SOFTWARE PRODUCT is provided. You are not permitted to lease, rent, distribute, assign, sell or sublicense the SOFTWARE PRODUCT, in whole or in part, or to use the SOFTWARE PRODUCT in a time-sharing, subscription service, hosting or outsourcing arrangement or in any other unauthorized manner. Further, no license is granted to you in the human readable code of the SOFTWARE PRODUCT (source code). Except as expressly provided below, this Attachment A does not grant you any rights to patents, copyrights, trade secrets, trademarks, or any other rights in respect to the SOFTWARE PRODUCT. You are solely responsible for use of the PRODUCT and the SOFTWARE PRODUCT by your agents, contractors, outsourcers, customers and suppliers and their compliance with this Attachment A.
2. **OTHER RIGHTS AND LIMITATIONS.**
 - 2.1. **Limitations on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, modify or disassemble the SOFTWARE PRODUCT or otherwise reduce the SOFTWARE PRODUCT to human-perceivable form in whole or in part, except and only to the extent that such activity is expressly permitted by a third party license or applicable laws. The foregoing includes but is not limited to review of data structures or similar materials produced by SOFTWARE PRODUCT. The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one PRODUCT. You may not use the SOFTWARE PRODUCT for any illegal purpose or conduct.
 - 2.2. **Back-up.** Except as expressly provided for under this Attachment A you may not copy the SOFTWARE PRODUCT; except, however, you may keep one copy of the SOFTWARE PRODUCT and, if applicable, one copy of any previous version, for back-up purposes, only to be used in the event of failure of the original. All copies of the SOFTWARE PRODUCT must be marked with the proprietary notices provided on the original SOFTWARE PRODUCT. You may not reproduce the supporting documentation accompanying the SOFTWARE PRODUCT.
 - 2.3. **No Modifications.** You may not modify, translate or create derivative works of the SOFTWARE PRODUCT.
 - 2.4. **Proprietary Notices.** You may not remove or obscure any proprietary notices, identification, label or trademarks on or in the SOFTWARE PRODUCT or the supporting documentation.
 - 2.5. **Software Transfer.** You may permanently transfer all of your rights under this Attachment A solely in connection with transfer of the PRODUCT, provided you retain no copies, you transfer all of the SOFTWARE PRODUCT (including all component parts, the media and printed materials, any upgrades or updates, this Attachment A, and, if applicable, the Certificate of Authenticity), and the recipient agrees to the terms of this Attachment A. If the SOFTWARE PRODUCT is an upgrade or update, any transfer must include all prior versions of the SOFTWARE PRODUCT. However, if the SOFTWARE PRODUCT is marked "Not for Resale" or "NFR", you may not resell it or otherwise transfer it for value.
 - 2.6. **Copyright.** All title and copyrights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, programs and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by POLYCOM or its suppliers. Title, ownership rights, and intellectual property rights in the SOFTWARE PRODUCT shall remain in POLYCOM or its suppliers. Title and related rights in the content accessed through the SOFTWARE PRODUCT is the property of such content owner and may be protected by applicable law. This Attachment A gives you no rights in such content.

PROPRIETARY AND CONFIDENTIAL

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- 2.7. **Dual-Media Software.** You may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of medium you receive, you may use only one medium that is appropriate for your single PRODUCT. You may not use or install the other medium on another PRODUCT.
 - 2.8. **Reservation of Rights.** POLYCOM and its suppliers reserve all rights in the SOFTWARE PRODUCT not expressly granted to you in this Attachment A.
 - 2.9. **Additional Obligations.** You are responsible for all equipment and any third party fees (such as carrier charges, internet fees, or provider or airtime charges) necessary to access the SOFTWARE PRODUCT.
 - 2.10. **Additional Software.** You may not install, access, or use any software on the PRODUCT unless such software was provided by or otherwise authorized by POLYCOM. Contractor through POLYCOM may, in its sole discretion and in accordance with this Attachment A or other applicable licenses, allow you to download and install certain support software on the PRODUCT, such as anti-virus software.
 - 2.11. **Benchmark Tests.** You may not publish the results of any benchmark tests run on the PRODUCT, SOFTWARE PRODUCT, or any component of the SOFTWARE PRODUCT without written permission from Polycom.
3. **SUPPORT SERVICES.** Contractor through POLYCOM may provide you with support services related to the SOFTWARE PRODUCT ("SUPPORT SERVICES"). Use of SUPPORT SERVICES is governed by the POLYCOM policies and programs described in the POLYCOM-provided materials. Any supplemental software code provided to you as part of the SUPPORT SERVICES is considered part of the SOFTWARE PRODUCT and is subject to the terms and conditions of this Attachment A. With respect to technical information you provide to POLYCOM as part of the SUPPORT SERVICES, POLYCOM may use such information for its business purposes, including for product support and development. POLYCOM will not utilize such technical information in a form that personally identifies you.
 4. **UPGRADES.** If the SOFTWARE PRODUCT is labeled as an upgrade or update, you must be properly licensed to use the software identified by POLYCOM as being eligible for the upgrade or update in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labeled as an upgrade or update replaces and/or supplements the software that formed the basis for your eligibility for the upgrade or update. You may use the resulting upgraded/updated SOFTWARE PRODUCT only in accordance with the terms of this Attachment A. If the SOFTWARE PRODUCT is an upgrade or update of a component of a package of software programs that you licensed as a single product, the SOFTWARE PRODUCT may be used and transferred only as part of that single SOFTWARE PRODUCT package and may not be separated for use on more than one PRODUCT. You shall maintain the SOFTWARE PRODUCT replaced by the upgrade or update solely for use as an archival copy for recovery purposes for the updated PRODUCT.
5. **WARRANTY AND WARRANTY EXCLUSIONS.**
 - 5.1. **Limited Warranty.** Contractor warrants that (a) the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying documentation for a period of ninety (90) days from the date of shipment by POLYCOM, and (b) any SUPPORT SERVICES provided by Contractor through POLYCOM shall be substantially as described in applicable written materials provided to you by POLYCOM. This warranty is valid only for the original purchaser. CONTRACTOR DOES NOT WARRANT THAT YOUR USE OF THE SOFTWARE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE SOFTWARE PRODUCT WILL BE CORRECTED. YOU ASSUME FULL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE PRODUCT TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM THE SOFTWARE PRODUCT. CONTRACTOR'S OBLIGATION UNDER THIS EXPRESS WARRANTY SHALL BE, AT CONTRACTOR'S OPTION AND EXPENSE, TO REFUND THE PURCHASE PRICE PAID BY YOU FOR ANY DEFECTIVE SOFTWARE PRODUCT WHICH IS RETURNED TO POLYCOM WITH A COPY OF YOUR RECEIPT, OR TO REPLACE ANY DEFECTIVE MEDIA WITH SOFTWARE WHICH SUBSTANTIALLY CONFORMS TO APPLICABLE POLYCOM PUBLISHED SPECIFICATIONS. Any replacement SOFTWARE PRODUCT will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.
 - 5.2. **Warranties Exclusive.** IF THE SOFTWARE PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, YOUR REMEDY FOR BREACH OF THAT WARRANTY SHALL BE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT CONTRACTOR'S OPTION. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. CONTRACTOR NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF THE SOFTWARE PRODUCT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM POLYCOM OR THROUGH OR FROM THE SOFTWARE PRODUCT SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS ATTACHMENT A.

PROPRIETARY AND CONFIDENTIAL

NEITHER CONTRACTOR NOR ITS SUPPLIERS SHALL BE LIABLE UNDER THIS WARRANTY IF ITS TESTING AND EXAMINATION DISCLOSE THAT THE ALLEGED DEFECT OR MALFUNCTION IN THE SOFTWARE PRODUCT DOES NOT EXIST OR WAS CAUSED BY YOUR OR ANY THIRD PARTY'S MISUSE, NEGLIGENCE, IMPROPER INSTALLATION OR TESTING, UNAUTHORIZED ATTEMPTS TO MODIFY THE SOFTWARE PRODUCT, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING, POWER CUTS OR OUTAGES, OTHER HAZARDS, OR ACTS OF GOD.

6. MISCELLANEOUS.

- 6.1. **U.S. Government Restricted Rights.** The software and documentation provided by Polycom pursuant to this Attachment A are "Commercial Items," as the 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 licensed to United States Government end users (1) only as Commercial Items and (2) with only those rights as are granted to all other users pursuant to the terms of this Attachment A.
- 6.2. **High Risk Activities.** The SOFTWARE PRODUCT is not fault-tolerant and is not designed or Intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the SOFTWARE PRODUCT could lead directly to death, personal injury, or severe physical or property damage (collectively, "High Risk Activities"). CONTRACTOR AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.
- 6.3. **Third Party Software.** The SOFTWARE PRODUCT may be distributed with software governed by licenses from third parties ("Third Party Software" and "Third Party License"). More information on Third Party Licenses included in the SOFTWARE PRODUCT can be found in the documentation for each PRODUCT. Contractor makes no representation or warranty concerning Third Party Software and shall have no obligation or liability with respect to Third Party Software. If the Third Party Licenses include licenses that provide for the availability of source code and the corresponding source code is not included with the PRODUCT, then check the documentation supplied with each PRODUCT to learn how to obtain such source code.

POLYCOM WARRANTY GUIDE

Use the chart below to determine the warranty periods applicable to Polycom's Limited Warranty for products. The Terms and Conditions are listed on page two.

Product Family	Software Warranty (bug fixes only)	Hardware Warranty (return to factory repair)	Hardware Warranty (repair cycle time)
VIDEO ENDPOINTS			
HDX®	90 days	1 year	30 days
QDX™ 6000	90 days	1 year	30 days
CMA® Desktop	90 days	1 year	30 days
Video peripherals (purchased from Polycom)	90 days	1 year	30 days
VOICE			
PSTN desktop and conference phones	90 days	1 year	30 days
VoIP desktop and conference phones	90 days	1 year	30 days
Communicator products	90 days	1 year	30 days
SoundStructure™ products	90 days	1 year	30 days
Vortex products	90 days	2 years	30 days
UC INTELLIGENT CORE™			
RMX® series	90 days	1 year	30 days
RSS™ 4000, Polycom Accordent Solutions	90 days	1 year	30 days
CMA® and DMA™	90 days	1 year	30 days
VBP® security solutions	90 days	1 year	30 days
TELEPRESENCE and VERTICAL SOLUTIONS			
RPX™, OTX™, and ATX™	90 days	1 year	30 days
Custom products	90 days	1 year	30 days
Halo Series	90 days	1 year	30 days
HARDWARE UPGRADES and RMA'S			
All products	90 days or balance of original product warranty period, whichever is longer.	90 days or balance of original product warranty period, whichever is longer.	

THE PRECEDING CHART IS A SUMMARY OF THE WARRANTY PERIODS APPLICABLE TO POLYCOM'S LIMITED WARRANTY FOR PRODUCTS. THE TERMS AND CONDITIONS APPLICABLE TO POLYCOM'S LIMITED WARRANTY ARE AS SET FORTH
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BELOW (AND ARE ALSO INCLUDED IN THE DOCUMENTATION PACKAGED WITH NEW POLYCOM PRODUCTS):

LIMITED WARRANTY. Contractor warrants to the end user ("Ordering Activity") that the product will be free from defects in workmanship and materials, under normal use and service, for one year, or such longer period as Polycom may announce publicly from time to time for particular products, from the date of purchase from Contractor or its authorized reseller. Contractor's obligation under this express warranty shall be, at Contractor's option and expense, to repair the defective product or part, deliver to Ordering Activity an equivalent product or part to replace the defective item, or if neither of the two foregoing options is reasonably available, Contractor may, in its discretion, refund to Ordering Activity the purchase price paid for the defective product. All products that are replaced will become the property of Polycom. Replacement products or parts may be new or reconditioned. Contractor warrants any replaced or repaired product or part for ninety (90) days from shipment, or the remainder of the initial warranty period, whichever is longer.

Products returned to Polycom must be sent prepaid and packaged appropriately for safe shipment, and it is recommended that they be insured or sent by a method that provides for tracking of the package. Responsibility for loss or damage does not transfer to Polycom until the returned item is received by Polycom. The repaired or replaced item will be shipped to Ordering Activity, at Polycom's expense, not later than thirty (30) days after Polycom receives the defective product, and Polycom will retain risk of loss or damage until the item is delivered to Ordering Activity.

EXCLUSIONS. Contractor will not be liable under this limited warranty if its testing and examination disclose that the alleged defect or malfunction in the product does not exist or results from:

- Failure to follow Polycom's installation, operation, or maintenance instructions.
- Unauthorized product modification or alteration.
- Unauthorized use of common carrier communication services accessed through the product.
- Abuse, misuse, negligent acts or omissions of Ordering Activity and persons under Ordering Activity's control; or
- Acts of third parties, acts of God, accident, fire, lightning, power surges or outages, or other hazards.

WARRANTY EXCLUSIVE. IF A POLYCOM PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, ORDERING ACTIVITY'S REMEDY FOR BREACH OF THAT WARRANTY SHALL BE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT CONTRACTOR'S OPTION, TO THE FULL EXTENT ALLOWED BY LAW. THE FOREGOING WARRANTIES AND REMEDIES ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. CONTRACTOR NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS.

POLYCOM SERVICE PROGRAM TERMS AND CONDITIONS

1. Definitions

The following terms shall have the following meanings hereunder:

"Polycom" shall mean Polycom, Inc., Polycom (Netherlands) B.V., Polycom (United Kingdom) Limited, or Polycom Asia Pacific Pte Ltd (each individually referred herein as "Polycom") as applicable.

"Polycom Products" means the Polycom branded products and/or product families generally made available in the marketplace.

"Polycom Reseller" means a value added reseller or distributor authorized to resell Polycom Products.

"Polycom Resource Center" means the Polycom resource center website currently located at <http://extranet.polycom.com>.

"Polycom Web Site" means the Polycom public website currently located at www.polycom.com.

"Service Period" has the meaning given to that term in Section 4 below.

"Services" means the Polycom branded services provided under a relevant Service Program.

"Service Programs" means those Polycom service program offerings defined through Polycom Service Descriptions that are typically made available through the Polycom Resource Center (PRC).

"Software" means those Polycom Products that are software products and any software included with Polycom Products.

"Software Options" means optional functionality or features of Software that may be selected at the time of purchase or at a later time, and for which Polycom charges separately.

"Update" means Software for which Polycom has provided fixes or minor revisions to correct errors or defects in the existing operation of the Software in accordance with the published Product specifications, and which is limited to those updates that Polycom generally provides to its support Services customers at no charge. Updates do not include Upgrades or Software Options.

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"Upgrade" means new releases of the Software which contains enhancements improving the functionality or capabilities of the Software, which Polycom makes generally available to its support Services customers. Upgrades do not include Software Options.

2. **Service Period.** For those Service Programs that cover a Polycom Product for a defined period of time (the "Service Period"), the Service Period shall be the 12-month period (or such other period of time as specified on an Order) beginning on the date of the purchase order (or such other date as specified in the Service Program) for the applicable Service Program.

3. **Services Availability.** Unless otherwise provided in any Service Program, Services will be provided during Polycom's then-current published ordinary business hours Monday through Friday, exclusive of Polycom holidays.

4. **Ordering Activity Obligations.**

- a. Ordering Activity (herein also referred to as "You" or "Your") shall have the continuing obligation to keep all Polycom Products under a Maintenance Service Program at either the then-current Software version or previous major Software version release.
- b. If applicable, you will provide Contractor through Polycom personnel with access to the Polycom Products and adequate working space (including heat, light, ventilation, electric current and outlets) at no charge to Polycom. All Ordering Activity environments must be free from all risks to health and safety (except to the extent notified to Polycom in writing and specifically accepted in writing by Polycom).
- c. If applicable, you will maintain, at your expense, the installation site and provide the necessary utility services for use of the Polycom Product in accordance with Polycom's applicable published specifications.
- d. You will be responsible for replacing, at your own expense, any and all consumable items used in connection with the Polycom Products, including without limitation, bulbs and batteries.
- e. Contractor through Polycom strongly recommends that you install and use a current, reputable anti-virus program in connection with any PC-based, open-architecture Polycom Product, and that you regularly update and run such anti-virus program, especially in connection with the emergence of any new viruses and/or "worms". Repair or restoration of any Polycom Product damaged or "infected" by viruses is not covered under this Attachment A or the Service Programs.
- f. You are solely responsible for backing up your data. Contractor through Polycom will not under any circumstances have a duty to back up your data or to restore data that is lost in the course of Polycom's provision of Services, or otherwise. Polycom will not be liable for the loss of your data, whatever the reason for the loss, including without limitation as a result of Polycom's negligence. The preceding limitation applies to any cause of action, whether based in contract, tort, or any other theory.
- g. You are solely responsible for any additional Ordering Activity obligations or responsibilities as identified in an applicable Service Program.

5. **Software Updates, Upgrades and Options.** For Software covered under a Service Program, you will receive Updates and/or Upgrades as specified in the applicable Service Program description. For the latest Updates and Upgrades available for your Software, if any, please visit the Polycom Resource Center. Updates are provided on a fix on fail basis. That is, to obtain an available Update the customer must call Contractor through Polycom to report a specific customer product failure (identified by Polycom Product serial number) exhibiting a problem, which the Update corrects. Polycom will configure the Update according to the Software record of the registered Polycom Product. Software Options are not provided under any Service Program and must be purchased separately.

6. **Replacement Parts.** Replacement parts provided pursuant to a Service Program will be either new parts or parts equivalent in performance to new parts when used with the Polycom Product, and are warranted for ninety (90) days from shipment or the remainder of the initial warranty period, whichever is longer. Parts removed from Polycom Products for replacement will become the property of Polycom, and must be received back to the local Polycom service facility (as the same is listed on the pre-addressed return package provided by Polycom) within five (5) business days of receipt of the replacement part, or you will be invoiced the full list price for the replaced part.

7. **Service Program Exclusions.** Service Programs do not cover any of the following: (i) electrical work external to the Polycom Product; (ii) repair or replacement of damage to or defects in the Polycom Product resulting from causes external to the Polycom Product, including disaster, fire, accident, neglect, misuse, vandalism, water, power surges, lightning, or failure of the installation site to conform to Polycom applicable specifications; or resulting from use of the Polycom Product for other than intended purposes; or use of the Polycom Product with items not provided or approved by Polycom; or resulting from the performance of maintenance or the attempted repair of an item of a Polycom Product by persons other than Polycom employees or persons authorized by Polycom; (iii) furnishing supplies or accessories, or painting or refinishing the Polycom Product; (iv) Services in connection with the relocation of the Polycom Product, or the addition or removal of items of equipment or parts, attachments, features, from or to other devices not furnished by Polycom, including communications devices, video devices, audio devices, networks or links; and (v) Services in connection with computer viruses or conflicts involving software that is not installed or introduced by Polycom.

8. **Recertification.** If you wish to order a Service Program for a Polycom Product, and such system is not covered by a current Service Program, Contractor through Polycom may require that the Polycom Product pass an inspection and/or re-certification by Polycom and/or that the Polycom Product be brought up to the latest software version level.

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9. Intellectual Property. Each party shall retain all right, title and interest in and to, and possession of their respective pre-existing intellectual property. Furthermore, Polycom shall retain all right, title and interest in and to, and possession of, any know-how, technical information, specifications, documents, ideas, concepts, methods, processes, techniques and inventions developed or created by or on behalf of Polycom relating to Services performed under or in relation to a Service Program.

10. WARRANTY.

CONTRACTOR WARRANTS FOR NINETY (90) DAYS FROM THE PERFORMANCE OF ANY SERVICES BY CONTRACTOR THROUGH POLYCOM PURSUANT TO THESE TERMS AND CONDITIONS, EXCLUDING VNOC SERVICES, THAT SUCH SERVICES SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. POLYCOM MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. CONTRACTOR MAKES NO WARRANTY THAT OPERATION OF THE POLYCOM PRODUCT SERVICED WILL BE UNINTERRUPTED OR ERROR FREE. IN NO EVENT WILL CONTRACTOR BE LIABLE FOR ANY DELAY IN FURNISHING SERVICES. ORDERING ACTIVITY MUST REPORT IN WRITING ANY BREACH OF THIS WARRANTY TO CONTRACTOR DURING THE ABOVE WARRANTY PERIOD, AND ORDERING ACTIVITY'S REMEDY AND CONTRACTOR'S LIABILITY FOR ANY BREACH OF SUCH WARRANTY SHALL BE TO RE-PERFORM THE SERVICES, OR IF CONTRACTOR IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED, ORDERING ACTIVITY SHALL BE ENTITLED TO RECOVER THE PRORATED FEES PAID TO CONTRACTOR FOR THE NONCONFORMING SERVICES.

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QUANTUM WARRANTY & TERMS & CONDITIONS

Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied Limited Warranty lasts, so the exclusions may not apply to you.

This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If a problem with this product develops during or after the Limited Warranty period, you may contact your dealer or Servicenter. If the problem is not handled to your satisfaction, then write to the warrantor's Consumer Affairs Department at the addresses listed for the warrantor.

PARTS AND SERVICE WHICH ARE NOT COVERED BY THIS LIMITED WARRANTY ARE YOUR RESPONSIBILITY.

For In Limited Warranty product service

- Call toll-free 1-800-HELP-FAX (1-800-435-7329) for the location of an authorized servicenter.

For out of Limited Warranty technical and troubleshooting support: Panasonic offers two value based, cost effective, solutions:

1. Panasonic Continued Services 900 fee based support: 1-900-FAX-HELP (1-900-329-4357)

This exceptional service is charged directly to your telephone bill at only \$2.49 per minute.

2. Panasonic Premier Service Club (PPSC): 1-800-435-7329

PPSC provides toll free troubleshooting support at only \$7.99 for a one time sampler or \$23.95 for a one year or 5 call membership. These services are billed directly to your major credit card.

When you ship the product

- Carefully pack your unit, preferably in the original carton.
- Attach a letter, detailing the symptom or problem, to the outside of the carton.
- Send the unit to an authorized servicenter, prepaid and adequately insured.
- Do not send your unit to the Panasonic Consumer Electronics Company or to any executive or regional sales office. These locations do not repair consumer products.

Both of these comprehensive programs provide real time, live agent support for customers who are not eligible for coverage under the limited warranty.

Terms and prices are subject to change without notice.

The warranty information included in this document applies to products sold to end-users by Quantum or one of its authorized Value-Added Resellers (VARs) or Distributors. Service contract upgrades to higher response levels are also available for selected products. For additional warranty details and post-warranty service/support options, please contact your Quantum Authorized Reseller or local Quantum Representative, or visit <http://www.quantum.com/supportoptions>.

End-User Warranty Period

Product	Standard Limited Warranty	Installation Requirement
SuperLoader 3, SuperLoader 3A (-YF Models)	One-year 5x9 Phone Support with Rapid Exchange. ^{1,2}	Customer Installable
SuperLoader 3 (-YE Models)	Three-year 5x9 Phone Support with Rapid Exchange. ^{1,2}	Customer Installable
Scalar i40/Scalar i80	One-year Next Business Parts Replacement. ²	Customer Installable
Scalar i500	One-year Next Business Parts Replacement. ²	Customer Installable
Scalar i2000, Scalar i8000, Scalar 10K, PX720	One-year Bronze on-site service: 5x9 next business day response. ²	Installation Required by Quantum or Authorized Quantum Provider
DX4500 Series	One-year Bronze on-site service: 5x9 next business day response. ²	Customer Installable
DX4601 Series	One-year Bronze on-site service: 5x9 next business day response. ²	Customer Installable
DX6500 Series	One-year Bronze on-site service: 5x9 next business day response. ²	Customer Installable
DX6700 Series	One-year Bronze on-site service: 5x9 next business day response. ²	Customer Installable
DX7500	One-year Bronze on-site service: 5x9 next business day response on the Hardware components. ^{3,2} 90 Day 5x9 Phone Support on the Software. ⁵	Installation Required by Quantum or Authorized Quantum Provider
DX8500	One-year Bronze on-site service: 5x9 next business day response. ^{2,4}	Installation Required by Quantum or Authorized Quantum Provider
vmPRO 4000 Series	One-year Bronze on-site service: 5x9 next business day response. ^{2,4}	Customer Installable
vmPRO SmartView, SmartMotion	90 days concurrent with one-year Software Silver Support Plan (5x9 Phone Support) required with purchase of Product. ⁴	Customer Installable
StorNext, StorNext FX	90 Day 5x9 Phone Support. ⁴	Installation Required by Quantum or Authorized Quantum Provider
StorNext M330	One-year Bronze on-site service: 5x9 next business day response. ^{2,4}	Installation Required by Quantum or Authorized Quantum Provider
StorNext Archive Enabled Library (AEL)	One-year concurrent with one-year Gold Support Plan (7x24x4) required to be purchased with purchase of Product. ^{2,4}	
Vision	90 Day 5x9 Phone Support. ⁵	Installation Required by Quantum or Authorized Quantum Provider
Q-EKM, QKM, and Scalar Key Manager	Three-year 5x9 phone support. ⁵	Installation Required by Quantum or Authorized Quantum Provider
Removable Disk Products	Three-year 5x9 Phone Support with Rapid Exchange. ¹	Customer Installable
Quantum Standalone Tape Drives	Three-year 5x9 Phone Support with Rapid Exchange. ¹	Customer Installable
SDLT600A Standalone Tape Drives	One-year 5x9 Phone Support with Rapid Exchange. ¹	Customer Installable
Third Party Hardware or Software Products sold by Quantum	Unless specified above, all third party hardware and software is provided AS IS. However, the non-Quantum supplier or publisher may provide their own warranty.	

¹ Rapid Exchange: Quantum reserves the right to choose, at its sole discretion, Rapid Exchange of the whole unit or failing part, where available.

² Warranty support is available and comes standard with the product in the following Quantum Direct Countries: Australia, Austria, Belgium, Canada, China, Cyprus, Czech Republic, Denmark, Finland, France, Germany, Greece, Guernsey, Hong Kong, Hungary, Ireland, Italy, Japan, Jersey, South Korea, Latvia, Lithuania, Luxembourg, Macau, Mexico, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Singapore, Slovakia, Slovenia, Spain, Sweden, Switzerland, Taiwan, United Arab Emirates, United Kingdom, United States. Warranty support may not be available in island locations. Customer may purchase warranty level support directly from Quantum or through a local Authorized Service Provider in the following Quantum Indirect Countries: Andorra, Argentina, Aruba, The Bahamas, Bahrain, Barbados, Belarus, Bermuda, Bolivia, Bosnia and Herzegovina, Botswana, Brazil, Bulgaria, Chile, Costa Rica, Croatia, Dominican Republic, Ecuador, Egypt, El Salvador, Estonia, Ethiopia, Fiji, French Guiana, Gabon, Gambia, Ghana, Gibraltar, Guadeloupe, Guam, Guatemala, Honduras, India, Indonesia, Isle of Man, Israel, Jamaica, Jordan, Kazakhstan, Kenya, Kuwait, Liechtenstein, Macedonia, Madagascar, Malta, Martinique, Moldova, Morocco, Namibia, Nigeria, Oman, Pakistan, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Puerto Rico, Qatar, Russia, Saudi Arabia, Serbia and Montenegro, South Africa, Sri Lanka, Thailand, Trinidad and Tobago, Tunisia, Turkey, Uganda, Ukraine, Uruguay, Venezuela, Vietnam, Zambia, Zimbabwe. Customers may be asked to act as the importer of record. Warranty support is not available in the following countries at this time: Afghanistan, Akrotiri, Albania, Algeria, American Samoa, Angola, Anguilla, Antarctica, Antigua and Barbuda, Armenia, Ashmore and Carter Islands, Azerbaijan, Bangladesh, Belize, Benin, Bhutan, British Virgin Islands, Burkina Faso, Burundi, Cambodia, Cameroon, Cape Verde, Cayman Islands, Central African Republic, Chad, Christmas Island, Comoros, Democratic Republic of Congo, Republic of the Congo, Cook Islands, Cote d'Ivoire, Djibouti, Equatorial Guinea, Eritrea, Europa Island, Falkland Islands, Faroe Islands, French Polynesia, Glorioso Islands, Greenland, Grenada, Guinea, Guinea-Bissau, Guyana, Haiti, Iceland, Iraq, Kyrgyzstan, Laos, Lesotho, Liberia, Libya, Malawi, Maldives, Mali, Mauritania, Myanmar, Mauritius, Mayotte, Mongolia, Montserrat, Mozambique, Nauru, Nepal, New Caledonia, Nicaragua, Niger, Niue, Palau, Reunion, Rwanda, Samoa, Senegal, Seychelles, Sierra Leone, Somalia, Suriname, Swaziland, Tajikistan, Timor-Leste, Togo, Tokelau, Tonga, Turkmenistan, Tuvalu, Uzbekistan, Vanuatu, Wallis and Futuna, Western Sahara, Yemen. Prohibited Countries: Cuba, Iran, Syria, Sudan, and North Korea.

³ Guardian One-year On-site: with StorageCare Guardian installed, 5x9 next business day target response for the chassis, raid controllers and Option adapters; and Rapid Exchange for the power supplies, fans and disk drives.

⁴ Software term of service must co-terminate with hardware service.

End-User Hardware Limited Warranty Worldwide

Warranty Limitations

For the time periods set forth with the specific Product, Quantum warrants to the original End User (you) that the Product (excluding expendable parts and covers) you have purchased from Quantum or a Quantum authorized Reseller is free from defects in material and workmanship under normal use.

THIS LIMITED WARRANTY DOES NOT APPLY TO ANY PRODUCTS OR PARTS FROM WHICH THE SERIAL NUMBER HAS BEEN REMOVED OR ALTERED OR THAT HAVE BEEN DAMAGED OR RENDERED DEFECTIVE:

- (i) AS A RESULT OF ACCIDENT, MISUSE OR ABUSE;
- (ii) BY THE USE OF PARTS OR MEDIA PRODUCTS NOT APPROVED, MANUFACTURED OR SOLD BY QUANTUM, OR NOT CONFORMING TO QUANTUM'S SPECIFICATIONS;
- (iii) BY MODIFICATION WITHOUT THE WRITTEN PERMISSION OF QUANTUM;
- (iv) AS A RESULT OF INSTALLATION OR SERVICE BY ANYONE OTHER THAN QUANTUM, AN AUTHORIZED QUANTUM SERVICE CENTER, OR A QUANTUM SERVICE PROVIDER CERTIFIED TO PERFORM SUCH WORK.
- (v) AS A RESULT OF FAILURES DUE TO A PRODUCT FOR WHICH QUANTUM IS NOT RESPONSIBLE
- (vi) AS A RESULT OF USE IN AN ENVIRONMENT FOR WHICH THE PRODUCT WAS NOT DESIGNED.

When Quantum releases a critical update to a hardware or firmware component to the product, in-warranty or uplifted support will only be provided for six months on the previous version. After the six-month period, support will be provided on a time and material basis.

Disclaimer of Warranties

EXCEPT AS EXPRESSLY STATED HEREIN, QUANTUM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE, ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, OR ANY WARRANTIES OF NON-INFRINGEMENT OF ANY THIRD PARTY'S PATENT(S), TRADE SECRET(S), COPYRIGHT(S), OR OTHER INTELLECTUAL PROPERTY RIGHT(S). IN THE EVENT THE PRODUCT, PART OR REPAIR IS NOT FREE FROM DEFECTS AS WARRANTED ABOVE, END-USER'S SOLE REMEDY SHALL BE REPAIR OR REPLACEMENT AT QUANTUM'S DISCRETION AS PROVIDED ABOVE.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY QUANTUM OR QUANTUM'S AUTHORIZED REPRESENTATIVE SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.

QUANTUM DOES NOT WARRANT THAT OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE FUNCTIONS CONTAINED IN THE PRODUCTS WILL OPERATE IN COMBINATIONS THAT MAY BE SELECTED FOR USE BY THE YOU.

QUANTUM PRODUCTS ARE MANUFACTURED USING NEW MATERIALS OR NEW AND USED MATERIALS EQUIVALENT TO NEW IN PERFORMANCE AND RELIABILITY.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL QUANTUM OR QUANTUM'S SUPPLIERS BE LIABLE TO END-USER, FOR ANY INJURIES, DAMAGE TO OR REPLACEMENT OF PRODUCT OR PROPERTY, COSTS FOR RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA USED WITH THE PRODUCT, OR ANY SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC OR CONSEQUENTIAL DAMAGES OR CLAIMS FOR LOSS OF BUSINESS OR LOSS OF PROFITS WHATSOEVER, EVEN IF QUANTUM WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL QUANTUM'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT.

ALL QUANTUM PRODUCTS ARE COVERED BY A WORLDWIDE LIMITED WARRANTY. THIS LIMITED WARRANTY GIVES YOU SPECIFIC RIGHTS. YOU MAY HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY.

Quantum shall not be responsible for any handling fees, delays as a result of customs, import duties or tariffs.

Quantum Sales and Support Terms and Conditions

These Quantum Sales and Support Terms and Conditions ("Terms and Conditions") set forth the terms governing the purchase of Quantum hardware and software (collectively "Products") from Quantum, the limited warranty provided thereon, and the provision of services (including Support Services and Other Services as defined herein) ("Services") by Quantum. Previously executed reseller, distributor, master purchase, master services agreement, or a similar document setting forth terms of purchase and/or services from Quantum by Customer in effect at the time of purchase will take precedence over these Terms and Conditions. Otherwise, Quantum's assent to any agreement between Quantum and the purchaser ("Customer") for any sale of Products or Services in connection with a Quantum Sales Quote ("Quote") is expressly conditioned on Customer's assent to these Terms and Conditions. Customer's assent will be conclusively presumed if Customer responds by issuance of a purchasing document. Any different, conflicting, or additional terms in Customer's purchasing document are objected to and deemed rejected unless expressly approved by an officer of Quantum in writing.

1. QUOTE

The accuracy of a Quote is dependent largely upon factors at Customer's site and the particulars of Customer's specific network and hardware configuration. Quantum does not warrant the accuracy of its Quotes in terms of configuration, cabling, porting, and other details specific to Customer's network. Pricing may differ based upon configuration at the installation site. Service pricing may change based upon changes in configuration or site location.

2. DELIVERY

Delivery of Products will be FCA Quantum's manufacturing facility (INCOTERMS 2010). Title and risk of loss or damage to the Products shall shift to Customer upon release to the initial carrier for holding or shipment. Customer hereby grants Quantum a purchase-money security interest in all Products to secure payment of the purchase price and any other charges due to Quantum. If delivery of the Products to the initial carrier is delayed in excess of twenty Business Days, Customer may cancel the order involved upon notice to Quantum prior to shipment. Such cancellation right is Customer's sole remedy for any delay or failure in delivery by Quantum.

3. PRICES AND PAYMENT

3.1 Generally: Pricing will be valid for thirty days unless a different term is set forth in writing. Customer agrees to pay to Quantum the purchase price for the Products and/or the Services set forth in the Sales Quote. The price is exclusive of, and Customer agrees to pay, any applicable federal, state, local or foreign sales or use taxes, tariffs, customs, duties and other governmental charges, and shipping charges.

3.2 Fees for Other Services: Quantum will invoice Customer at Quantum's standard published hourly rates for performance of Other Services as defined herein. All such charges will include actual travel time and travel expenses, as well as costs incurred due to waiting, rescheduling, or other accommodations made as a result of lack of availability or preparation by the Customer for services scheduled. Quantum will provide an estimate of total costs prior to performance of Other Services. This estimate shall be non-binding unless otherwise specified in writing.

3.3 Service Re-Enrollment Fee: To the extent that Customer fails to maintain a current and continuous Support Contract with Quantum or a Quantum Authorized Service Provider, Quantum may assess a reasonable re-enrollment fee in addition to the fees for the upcoming Support Term.

3.4 Payment: For purchases made directly to Quantum, Customer shall either prepay or complete a credit application (www.quantum.com/credit) requesting payment terms. Qualified Customers shall make payment in full within thirty days from the date of the invoice in the currency quoted. Payment terms are not guaranteed and are subject to approval and ongoing credit history. Any amount not paid by the due date will be subject to a finance charge at the rate equal to the lesser of 1.5% per month or the maximum rate allowed by law. However, payment of such finance charge will not cure Customer's default for late payment. For purchases made through a Quantum Authorized Reseller, Customer shall pay the Reseller pursuant to the terms between the Customer and the Reseller.

4. CANCELLATION

Subject to Quantum's prior written approval, Customer may cancel an order, or any portion thereof, for standard Products at any time prior to thirty days before shipment when shipment is not delayed. This cancellation right is subject to a cancellation charge of fifteen percent of the purchase price.

5. THIRD PARTY PRODUCT

Product sold to Customer by Quantum that is the branded product of a third party ("Third Party Product"), regardless of whether it is identified as Third Party Product on the sales quote issued by Vendor, shall be warranted directly to Customer by the third party. Notwithstanding any provision herein, subject to any non-excluded rights that you may have under the laws in your country, Quantum makes no representations or warranties regarding Third Party Product, and shall have no ongoing obligations to Customer for the support or maintenance of Third Party Product unless expressly agreed to in writing.

6. LIMITED PRODUCT WARRANTY

SUBJECT TO THE LIMITATIONS SET FORTH BELOW, QUANTUM WARRANTS THAT PRODUCTS WILL PERFORM IN ACCORDANCE WITH PRODUCT SPECIFICATIONS FOR THE APPLICABLE PRODUCT WARRANTY PERIOD PUBLISHED BY QUANTUM COMMENCING AT THE TIME OF SHIPMENT. SUBJECT TO ANY NON-EXCLUDABLE RIGHTS THAT YOU MAY HAVE UNDER THE LAWS IN YOUR COUNTRY, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHOULD PRODUCT FAIL TO PERFORM ACCORDING TO PRODUCT SPECIFICATIONS, IS REPAIR, REPLACEMENT, OR ACCEPTANCE OF RETURN OF THE DEFECTIVE PRODUCT, AT QUANTUM'S SOLE DISCRETION.

7. LIMITED SERVICES WARRANTY

SUBJECT TO THE LIMITATIONS SET FORTH BELOW, QUANTUM WARRANTS THAT THE SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS WILL BE FREE FROM DEFECTS IN MATERIALS OR WORKMANSHIP FOR THIRTY DAYS FROM THE DATE SUCH SERVICES ARE RENDERED, OR THE REMAINING TERM OF THE THEN CURRENT AND PAID FOR SUPPORT SERVICE PERIOD, WHICHEVER IS LONGER, AND WILL BE PERFORMED BY FULLY TRAINED AND COMPETENT PERSONNEL

IN ACCORDANCE WITH INDUSTRY STANDARD TECHNICAL AND PROFESSIONAL PRACTICES AND PROCEDURES. IF A DEFECT COVERED UNDER THIS WARRANTY IS FOUND AND REPORTED TO QUANTUM, SUBJECT TO ANY NON-EXCLUDABLE RIGHTS THAT YOU MAY HAVE UNDER THE LAWS IN YOUR COUNTRY, QUANTUM WILL, AS ITS SOLE RESPONSIBILITY AND LIABILITY AND AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, USE COMMERCIALY REASONABLE MEANS TO CORRECT SUCH DEFECT OR REFUND TO CUSTOMER THE SUMS PAID BY CUSTOMER FOR THE DEFECTIVE SERVICES.

8. DISCLAIMERS, AND LIMITATIONS ON LIABILITY

THE FOREGOING WARRANTY SHALL BE VOIDED IF THE PRODUCT IS NOT PROPERLY INSTALLED, USED, OR MODIFIED BY A PERSON OTHER THAN QUANTUM OR QUANTUM AUTHORIZED SERVICE PROVIDER AFTER SERVICES ARE PROVIDED. THIS CLAUSE 8 IS SUBJECT TO ANY NON-EXCLUDABLE RIGHTS THAT YOU MAY HAVE UNDER THE LAWS IN YOUR COUNTRY. THE WARRANTIES EXPRESSED HEREIN ARE THE ONLY WARRANTIES MADE BY QUANTUM WITH RESPECT TO THE PRODUCTS AND SERVICES. QUANTUM DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL MEET ALL CUSTOMER REQUIREMENTS, OR THAT THEY WILL BE UNINTERRUPTED OR ERROR FREE. QUANTUM EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, OBLIGATIONS, LIABILITIES, CUSTOMER'S RIGHTS AND REMEDIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW OR OTHERWISE INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING AND USAGE OF TRADE. IN NO EVENT SHALL QUANTUM BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OR ALTERATION OF DATA, DELAYS OR LOST PROFITS OR SAVINGS RELATED TO THE PRODUCTS, THE USE OR LOSS OF USE THEREOF, EVEN IF QUANTUM IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF THE EXCLUSIVE REMEDIES STATED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. CUSTOMER'S RIGHTS AS STATED HEREIN ARE ITS EXCLUSIVE REMEDIES. EXCEPT FOR QUANTUM'S LIABILITY BASED UPON GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR A VIOLATION OF LAW, QUANTUM'S CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING IN CONNECTION WITH THESE TERMS AND CONDITIONS MAY NOT EXCEED THE MOST RECENT ANNUAL FEE OR THE PRICE PAID FOR THE PRODUCT. Quantum and their subsidiaries, directors, officers, employees and providers shall in no way be liable for any and all actions, causes of action, liability, claims, suits, judgments, liens, awards or damages of any kind and nature whatsoever (hereinafter referred to as "Claims") for property damage, personal injury or death (including without limitation claims brought by and liabilities to employees of Customer or Quantum or to any other persons) and expenses, costs of litigation and reasonable attorneys fees related thereto, to the extent such claims arise from any negligent act or omission or willful misconduct of Customer or any of Customer's employees, agents, buyers or contractors (except for Quantum) arising out of or in any way relating to Quantum's presence on Customer's designated premises for the purposes of providing Services hereunder. No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under these Terms and Conditions, may be brought by either party more than one (1) year after such cause of action accrued.

9. PROPRIETARY INFORMATION

Pursuant to these Terms and Conditions, each party (the "disclosing party") may occasionally provide the other (the "receiving party") with its confidential and/or proprietary information (e.g., equipment, services, components, instruction manuals or installation information, trade secrets, know-how, ideas, concepts and methodologies, customers, prices, operations and plans and data, etc.) ("Proprietary Information"). The receiving party acknowledges that use or disclosure of Proprietary Information of the disclosing party in any unauthorized manner will destroy its value to the disclosing party. Unless the disclosing party agrees otherwise in writing, the receiving party (including its employees, agents and contractors) (i) will not sell, disclose, copy or reproduce any Proprietary Information of the disclosing party; (ii) will only permit or allow access to Proprietary Information of the disclosing party to those employees or third parties who require such access in order to perform work on the disclosing party's behalf pursuant to these Terms and Conditions; (iii) agrees to protect the Proprietary Information of the disclosing party as carefully as it would protect its own proprietary information but never less than a reasonable standard of care; (iv) agrees to be responsible for any unauthorized use or disclosure of Proprietary Information of the disclosing party by any of its employees, agents or contractors; and (v) agrees to leave intact all copyright patent, trademark and similar notices in connection with the Proprietary Information of the disclosing party. The parties agree to return all Proprietary Information to the disclosing party upon the termination of these Terms and Conditions.

10. INTELLECTUAL PROPERTY

Customer agrees and acknowledges that Quantum, its suppliers and its licensors are the owners of all right, title and interest in and to Quantum-provided hardware and/or software, and all intellectual property therein, and that Customer shall not obtain or claim any ownership interest in any Quantum-provided hardware and/or software, and all intellectual property therein. Customer agrees and acknowledges that any Quantum hardware and/or software contains the valuable trade secrets and confidential information of Quantum, its suppliers and its licensors, which have been developed at great expense. Customer shall not (i) obscure, alter or remove any patent, copyright, trademark, or service mark marking or legend contained on or in any Quantum-provided hardware or software, (ii) use any Quantum-provided hardware or software except as licensed, or permit or enable any third party to make such use, unless Quantum provides its prior written consent to such use, (iii) copy, distribute or transmit all or any portion of any Quantum-provided hardware or software, (iv) have any other rights or licenses with respect to any Quantum-provided hardware or software, or any intellectual property therein, (v) cause or permit the disclosure, copying, renting, licensing, sublicensing, leasing, dissemination, transfer or other distribution of any Quantum-provided hardware or software by any means or in any form, without the prior written consent of Quantum. Customer shall not reverse engineer, decompile or disassemble any Quantum-provided hardware and/or software or otherwise reduce any Quantum-provided software to human readable form. Customer must provide access to Quantum to allow Quantum to remove any Quantum-provided hardware or software, when and if requested by Quantum.

11. INFRINGEMENT INDEMNIFICATION

Quantum will indemnify Customer for any damages and costs finally awarded against Customer on the grounds that the Products, in the form and condition delivered by Quantum to Customer hereunder, infringe any valid United States patents or copyrights of any third party, provided that Customer notifies Quantum in writing of any such claim within ten days after learning thereof and that Customer

gives Quantum full control over the defense and settlement of the claim and fully cooperates with Quantum with respect thereto. If any such claim is brought or appears to Quantum likely to be brought, Quantum may at its option replace or modify the Products to make them non-infringing, obtain rights for Customer to continue using Products, or refund to Customer, upon the return of the Products at issue and termination of any licenses, the price paid there for, less twenty percent for each year which has passed since the date of delivery hereunder. Customer shall discontinue all use of any portion of the Products that has been replaced or modified or for which such a refund has been tendered. Quantum's obligations hereunder shall not apply to any claim based on Quantum's following Customer's specifications or requests, the use of the Products to practice a process not recommended by Quantum or in conjunction with items not supplied by Quantum, and Customer shall similarly indemnify Quantum with respect to any such claims. THE FOREGOING STATES QUANTUM'S SOLE RESPONSIBILITY, AND CUSTOMER'S SOLE REMEDY, FOR ANY INFRINGEMENTS OF ANY PROPRIETARY RIGHTS.

12. INDEMNIFICATION BY CUSTOMER

Customer shall defend (with counsel approved in advance in writing by Quantum), indemnify and hold Quantum, and its employees, agents, owners, affiliates and customers harmless from and against any and all actions, claims, damages, liabilities, and losses arising from (i) the use, sale, or manufacture by Quantum, Customer or any third party of any of the Products produced, in whole or in part, to Customer's specifications; or (ii) any breach hereof by, or any actions or omissions of Customer or its agents or contractors in connection with the Products or Services.

13. IMPORT/EXPORT/RE-EXPORT COMPLIANCE

Customer shall not unless otherwise authorized by the U.S. Government, supply Products to entities identified on restricted lists (such as Denied Parties List, Debarred Parties, Specially Designated Nationals, Terrorists, Narcotics Traffickers, Blocked Persons and Vessels, or Entity List). Customer shall not ship or transfer Product, either directly or indirectly, to the countries identified as restricted in the U.S. Export Administration Regulations, without written approval from the United States Bureau of Industry and Security. Customer will comply with the export and re-export restrictions set forth in any export license (if applicable) or license exception used to ship Products. Terms of sale or other specific agreement will denote the Importer of Record. Importer of Record shall not violate any import laws, rules, or regulations of the United States and/or any other applicable country. Importer of Record is responsible for all Customs duties and other Customs related fees. Importer of Record is eligible for duty drawback rights to the Products. Quantum shall mark each Product with the country of origin in compliance with the marking requirements of the United States.

14. EXCLUDED USES

Customer acknowledges that Products are not designed, manufactured or intended for use in connection with the design, construction, maintenance or operation of any nuclear facility, life support system, aircraft, or aircraft communication, control or ground support system. Quantum will have no liability for any claims or damages arising from such use, and Customer will indemnify, defend (with counsel approved in advance in writing by Quantum) and hold harmless Quantum against any and all claims, costs, damages, expenses and liabilities arising out of or in connection with any such use.

15. SOFTWARE LICENSE

Any software Products acquired hereunder are licensed, not sold, to Customer by Quantum and/or its licensors under the terms of the license agreement included within the software or the software package for use solely on the Designated System. Use of Software beyond the Designated System (i.e. exceeding the number of clients or capacity designated at the time of sale) shall constitute violation of the License. If used or acquired by the U.S. government, then the U.S. government acknowledges that (a) the software constitutes "commercial computer software" and accompanying documentation constitutes "commercial computer software documentation" for purposes of 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-3, as applicable, and (b) the U.S. government's rights are limited to those specifically granted to Customer pursuant to said license agreement. The contractor/manufacturer is Quantum, 1650 Technology Drive, San Jose, CA 95110.

16. SERVICES

16.1 Definitions: In addition to terms defined elsewhere in these Terms and Conditions, the following terms will have the following specified meanings when used throughout these Terms and Conditions: "Business Day" means any day except a weekend day or a holiday observed by Quantum; "Business Hours" means hours between 8:00 a.m. and 5:00 p.m. local time on a Business Day; "Critical Error" means any Software Error that is an emergency condition and that causes the Software to completely fail to function in accordance with its applicable Documentation and where there is no work-around to temporarily resolve or lessen the problem; "Designated System" means the specific capacity, hardware, workstations, servers, and/or devices enabled by one instance or copy of Software that is specified by Quantum at the time the Software is licensed; "Documentation" means technical manuals describing the operation and use of Software; "Error" means any reproducible failure of the Software to substantially comply with its specifications as set forth in the applicable Documentation; "Feature Upgrades" means Software changes resulting in new functionality or features and for which Quantum separately charges its customers in the normal course of its business. "Firmware" means software that resides in or is embedded in hardware, such as programmable read-only memory, and is not separately licensed by Quantum; "Major Error" means any Software Error that causes one or more material components of the Software to fail to function as specified in its applicable Documentation; "Minor Error" means any Software Error that is not a Major Error that causes one or more components of the Software to fail to function as specified in its applicable Documentation; "Other Services" means services requested by Customer that are excluded or not provided by these Terms and Conditions as part of Support Services; "Release" means changes to Software that Quantum designates as bug fixes, or as minor or incremental updates; "Support Contract" means an agreement governed by these Terms and Conditions for Quantum to provide Support Services on designated Product. "Support Services" means repair, adjustments, and part replacements for the covered Quantum Product to bring Product in compliance with Product warranty, or as Quantum deems necessary due to normal Product usage during the Support Term. Support Services do not include services identified as Other Services; "Software" means the Quantum branded software designated at the time of sale and sold and licensed separately for a Designated System. Software does not include any third party software; and "Support Term" means the period of the fully paid Support Contract.

16.2 Selection of Provider: Quantum shall determine, in its sole and absolute discretion, whether Quantum will provide the Support Services to Customer or whether Quantum will select a third party subcontractor to perform the Support Services. All requests for Support Services or communication regarding status or maintenance of the Product shall be made to Quantum.

16.3 Support Contract Term and Termination: Support Contracts will commence upon issuance of a purchase order by Customer, and will continue for the duration of the purchased Support Term unless and until terminated in accordance with the terms herein. With the exception of warranty service provided hereunder, either party may terminate the Support Contract at any time for convenience by giving the other party ninety days written notice of termination. If Customer terminates the Support Term for convenience, it shall pay Quantum for all services performed and expenses incurred through the date of termination, and Quantum will refund to Customer that portion of the fee paid by Customer for the balance of the then-current Support Term. If a multi-year discount was given, the prepay discount shall be added back into the contract price and then a credit will be derived based on the list price. Quantum will not be obligated to provide any Support Services, Releases, or other support after the end of the Support Contract. If either party commits a material breach of or default, then the other party must give the other party a reasonable opportunity to cure the breach or default. If the other party fails to timely cure the specified breach or default, then the Support Term will terminate upon receipt of notice of termination.

16.4 Hardware Support Services:

The level of service provided during the warranty period for each hardware Product can be found at www.Quantum.com. Uplifted and/or extended Support Services shall be available for purchase, and provided on an on-call basis in accordance with the level of Support purchased by the Customer. Support for hardware Products may be purchased at the following levels subject to regional availability and Product applicability (more details available at www.Quantum.com or from your Quantum service sales representative):

Rapid Exchange:	Advance replacement of Product once problem has been diagnosed. Product is shipped within two Business Days after diagnosis.
NBD Parts Replacement:	5x9 telephone support (Monday-Friday, 8AM-5PM local time). Next Business Day CRU delivery. CRU replacement by Customer. Next Business Day onsite FRU replacement by Quantum.
Bronze:	5x9 telephone support (Monday-Friday, 8AM-5PM local time). Next Business Day response for on-site support. CRU/FRU replacement by Quantum.
Silver:	5x9 telephone support (Monday-Friday, 8AM-5PM local time). On-site support Monday through Friday with a four-hour target response time after remote problem diagnosis. CRU/FRU replacement by Quantum.
NBD Gold:	7x24 Phone Support (Monday to Sunday, 24 hrs). Next Business Day on-site support. CRU/FRU replacement by Quantum.
Gold:	7x24 telephone support (Monday-Sunday, 24 hours). On-site support provided 7x24 with a four-hour target response time after remote problem diagnosis. CRU/FRU replacement by Quantum.
Platinum:	Customized support plan. Provides for 7x24 telephone support (Monday-Sunday, 24 hours). On-site support provided 24x365 with a two-hour target response time after remote problem diagnosis. CRU/FRU replacement by Quantum.

During the term of the applicable Product warranty and/or Support Term, Quantum will provide Support Services to Customer. The Support Services shall include unscheduled, on-call Support Services during the hours specified above for the level of Support purchased ("Designated Working Hours"), provided after receipt of notice from Customer that Product is malfunctioning or otherwise appears to require support and after Quantum technical support has determined that an on-site visit is necessary. Support on additional equipment is not covered by these Terms and Conditions. Service on a Quantum recognized holiday will be deferred to the next Quantum Business Day unless 7x24 support is purchased. Recognition of holidays is per custom in each country. A list of Quantum holidays is available upon request from your local service representative. The above reference time frames shall not apply to delivery of non-critical spare parts to remote locations.

16.4.1 Part Replacement: Replaceable parts (as determined by Quantum) shall be designated as either a Customer Replaceable Unit ("CRU") or a Field Replaceable Unit ("FRU"). CRU's shall be replaced by Customer unless CRU replacement by Quantum is purchased pursuant to a Support Contract. FRU's shall be replaced by Quantum. Subject to any non-excludable rights that you may have under the laws in your country, replacement parts shall be either new or reconditioned, and shipped or replaced in accordance with the terms of the level of service purchased. The Product or parts of Product that are removed or replaced, either by Customer or Quantum will become property of Quantum and returned to Quantum. All replacement parts shipped to Customer shall be shipped DAP Customer site in accordance with INCOTERMS 2010. All replaced parts returned to Quantum by Customer shall be shipped DAP designated Quantum return facility in accordance with INCOTERMS 2010. Risk of loss while parts are in the care, custody, and control of Customer shall be with Customer. Damage to, loss of, or failure to return replaced parts shall be charged to the Customer and may result in withholding of support until resolution. Subject to any non-excludable rights that you may have under the laws in your country, **IN ORDER TO HAVE ACCESS TO SPARE PARTS, PRODUCT MUST BE COVERED UNDER WARRANTY OR A THEN-CURRENT SUPPORT CONTRACT.**

16.4.2 Exclusions: Hardware Support Services do not include: (a) installation or maintenance of any device not quoted by Quantum, including but not limited to wiring, electrical conduits, peripherals, or accessories; (b) replacement of parts and/or services to repair damage resulting from accident, neglect or misuse on the part of a party other than Quantum, or modification of Product not approved, authorized or directed by Quantum; (c) replacement of parts and/or services to repair damage resulting from any act of God, including

but not limited to storms, fires, floods, and earthquakes; (d) replacement of parts and/or services to repair damage caused by failure to provide or maintain adequate or appropriate electrical power, air conditioning, humidity controls, electrical surge protection, or other facilities or environmental conditions unless such failure is caused by the negligent act or omission of Quantum; (e) replacement or reconditioning of Product which Quantum reasonably believes cannot be reliably maintained or repaired because of excessive wear or deterioration not resulting from any negligent act or omission on the part of Quantum; (f) replacement of parts or repair required because Customer or third parties (excluding Quantum), without the approval, authorization, or direction of Quantum, performed services on, modified, adjusted, or moved Product; (g) services in connection with removal, relocation or reinstallation of Product; (h) furnishing or replacing expendable supplies, including media such as cassettes, unless damaged by Quantum; (i) services on Product which Customer has moved without notifying Quantum pursuant to Section 1.5; (j) services performed outside of Designated Working Hours or after the term of these Terms and Conditions; provided, however, that if Quantum begins to perform services which would otherwise be covered Support Services less than two hours before the end of Designated Working Hours, the first two hours immediately following Designated Working Hours are considered covered by these Terms and Conditions; (k) services requested after unauthorized resale, transfer, or other assignment (actual or constructive) of Product to an entity other than Customer; and (l) services required as a result of use of the Product beyond its rated capacity or not in accordance with specifications. WITH THE EXCEPTION OF EVENTS SPECIFIED IN (A), (G), (H), AND (J) ABOVE, THE OCCURRENCE OF ANY OF THESE EVENTS SHALL RENDER THE WARRANTY VOID AND/OR SUBJECT AN EXTENDED SUPPORT CONTRACT TO TERMINATION. Service requested for any of the above exclusions shall be considered Other Services.

16.4.3 Movement of Product: If Customer plans to move the Product, or delete any part of the Product from a Support Services contract, Customer must provide Quantum with 30 days prior written notice. If Customer requests that Quantum dismantle, supervise, inspect, remove or reinstall the Product as part of any move, Quantum will provide a quote for such services. Whether Product is moved by Customer or Quantum, Customer shall be responsible for shipment of Product to new location. Considering the new location of the Product, Quantum may, in its sole discretion: (i) continue performance of Support Services with the condition that Customer is responsible for any additional mileage charges; (ii) terminate the Support Services contract; or (iii) designate a different provider. Movement of Product that is designated non-customer installable as designated by Quantum without notifying Quantum prior to the move, shall void the Product warranty and/or any then current Support Contract. Manufacturer supplied packaging is required to move all or partial units to a new location to ensure safe transit and can be purchased from Quantum if not retained by Customer. Inadequate packaging may void the warranty, subject a support contract to termination and/or require Customer to recertify unit at Customer's cost.

16.4.4 Customer Responsibilities: In addition to responsibilities for fees hereunder, Customer will be responsible for: (a) properly using and controlling access to the Product; (b) permitting Quantum's access to Customer's facilities consistent with Customer's security and operational requirements; (c) promptly notifying Quantum if Customer becomes aware of any unsafe conditions or hazardous materials to which Quantum's personnel may be exposed at any of Customer's facilities; (d) complying with all applicable government laws and regulations; (e) providing prompt notice to Quantum of any malfunction or request for services for the Product; and (f) providing full and accurate Product and service installation descriptions as necessary to allow Quantum to fulfill its duties hereunder.

16.4.5 Firmware: Changes to Firmware which Quantum designates as bug fixes, improvements, or incremental updates are covered under the terms of these Terms and Conditions. The Customer is required to maintain the product at no more than one Firmware revision removed from current production Firmware level to ensure proper operation and servicing for the product. The Customer may be required to upgrade Firmware to latest released level prior to making any CRU or FRU replacements. Quantum will provide Customer with access to non-billable library updates and bug fixes through Quantum's web site for Product under warranty or current Support Contract. Firmware changes that Quantum designates as upgrades, and for which Quantum normally charges its customers, will be provided to Customer for the applicable fee. Quantum will provide Customer with information on any upgrade charges prior to installation of the upgrade. Quantum will also be willing to perform the Firmware upgrade when allowed remote access to the customer's system through the Remote Management Utility ("RMU"). At Quantum's discretion and upon prior notice to Customer, an additional fee may be levied for Firmware upgrades requiring an onsite visit, either as a result of a library not having an RMU, or as a result of Customer's request.

16.5 Software Support Services:

The level of service provided during the warranty period for each Product can be found at www.Quantum.com. Uplifted and/or extended Support Services shall be available for purchase, and provided on an on-call basis in accordance with the level of Support purchased by the Customer. Support for Software Products may be purchased at the following levels subject to regional availability and Product applicability (more details available at www.Quantum.com or from your Quantum service sales representative):

<u>Silver:</u>	5x9 telephone support (Monday-Friday, 8AM-5PM local time).
<u>Gold:</u>	7x24 telephone support (Monday-Sunday, 24 hours).
<u>Platinum:</u>	Customized support plan. Provides for 7x24 telephone support (Monday-Sunday, 24 hours)

16.5.1 Telephone Support. Quantum will provide telephone support to assist Customer in the use of the Software during regular Business Hours. Telephone support will include the following: (i) assistance in identifying and verifying causes of suspected Errors; (ii) work-arounds for identified Errors; (iii) assistance related to questions regarding Software installation and configuration; and, (iv) assistance related to questions regarding differences between Software versions. Upon purchase of upgraded 7x24 Support Services, Quantum will also provide telephone support during non-Business Hours on Critical Errors only, including holidays.

16.5.2 Error Corrections. Quantum will use commercially reasonable efforts to correct any Errors reported by Customer (e.g., by providing a workaround or correction in a Release). If Customer encounters an Error with the Software, Customer must sufficiently define the Error to Quantum so that Quantum can reproduce the reported Error. After receipt of any such written notice of an Error from Customer, Quantum will promptly notify Customer if Quantum cannot reproduce the Error. If Quantum cannot reproduce the Error, Customer will provide such additional information regarding the Error as Quantum may request in order to assist Quantum with reproducing the Error. Customer will provide a separate written notice for each Error encountered by Customer. In its notice of an

Error, Customer will reasonably classify for Quantum the initial priority of the Error. Customer will use the nature of the Error and Customer's business circumstances to initially classify each Error. Customer will classify each Error as a Critical Error, Major Error or Minor Error. To the extent that Quantum disagrees with any Error classification provided by Customer, Quantum will promptly advise Customer of the revised classification of any Error.

16.5.3 New Releases and Feature Upgrades. During such periods that Customer purchases Support Services hereunder and pays all fees in connection therewith, Quantum will make available to Customer any and all new Releases at no additional charge to Customer. Customer will install any and all new Releases within a reasonable time after receipt of such new Release. Support is available only for the Release that is currently shipping and the immediately prior Release. Support for the immediate prior Release shall be available for no longer than 12 months after a new Release is generally available. Any new Release delivered to Customer under these Terms and Conditions will assume the Support Term of designated Software. Quantum will provide Customer with access to new Releases through Quantum's web site (www.Quantum.com). These new Releases and/or patches will be customer installable, with technical assistance available from Quantum's Technical Assistance Center. New Releases containing Feature Upgrades will be available without cost under this section, but will not contain the functionality of the Feature Upgrade unless the Feature Upgrade is purchased at Quantum's then-current list price. Quantum will provide Customer with information on any Feature Upgrade charges prior to installation or activation of the Feature Upgrade. Quantum on-site installation services for new Releases and/or Feature Upgrades shall be available to Customer for a fee, and shall be considered Other Services.

16.5.4 Exclusions. Software Support Services do not include: (i) physical installation or removal of the Software at or from any Customer site; (ii) visits to any Customer site; (iii) any electrical, mechanical or other work with hardware, accessories or other devices associated with the use of the Software; or, (iv) any work with any third party equipment or software. Quantum has no obligation to correct any Error resulting from: (i) use not in accordance with these Terms and Conditions or the Documentation; (ii) modification, damage, misuse or other action of Customer or any third party; (iii) combination of the Software with any goods, services or items provided by Customer or any third party; or (iv) any failure of Customer to comply with these Terms and Conditions or Documentation. Quantum will not be responsible for correcting Errors if Customer fails to implement any Error correction or Releases made available by Quantum. Service requested for any of the above exclusions shall be considered Other Services.

16.5.5 Customer's Responsibilities. Upon Quantum's request, Customer will provide Quantum remote access to Customer's computer systems as reasonably required for Quantum to perform the Support Services and its other obligations hereunder. Except as otherwise set forth in these Terms and Conditions, Customer will provide all hardware, software, services and other items necessary to operate the Software.

17. Notices: All notices, demands, and other communications called for or required by these Terms and Conditions shall be in writing and shall be addressed to the parties at their respective corporate headquarter addresses or to such other address as a party may subsequently designate by ten days' advance written notice to the other party except as otherwise provided in these Terms and Conditions.

18. Integration and Modifications: Each party acknowledges that it has read these Terms and Conditions, understands it, and agrees to be bound by it. The parties further agree that these Terms and Conditions are the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof, and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. Any provisions or conditions of any purchase order or other document submitted by Customer which are in any way inconsistent with or in addition to the terms and conditions set forth in these Terms and Conditions rejected and shall not be binding upon Quantum. No waiver or modification of these Terms and Conditions or of any provision contained herein shall be valid unless in writing and duly executed by Quantum and Customer.

19. Choice of Law: These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California, USA without regard to any conflict of laws rules thereof. In the event of any dispute arising under these Terms and Conditions, the parties agree to the exclusive jurisdiction of the courts located in Santa Clara County, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

20. Severability and Waiver: In the event that any provision of these Terms and Conditions is held to be invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permitted by applicable law and the remaining provisions shall continue in full force and effect. Failure or delay on the part of any party in exercising any rights, power, or privileges under these Terms and Conditions shall not be deemed a waiver of any exercise of any right, power or privilege.

21. Force Majeure: Neither party will be liable hereunder for, or be considered to be in breach of or default under these Terms and Conditions on account of, any delay or failures to perform as required by these Terms and Conditions if such delay or failure is due in whole or substantial part to causes or conditions beyond such party's reasonable control which render timely performance hereunder commercially impracticable, including without limitation strikes, riots, wars, government regulations or acts, acts of God or the elements, fire, flood, material shortages or other causes. The existence of such causes of delay shall justify extension of the time of performance to the extent reasonably necessary to enable such party to satisfy its obligation hereunder after the cause of delay has been removed.

22. Assignment: Neither party may assign its benefits or delegate its obligations under these Terms and Conditions without the advance written consent of the other party unless in the context of a sale of all or substantially all of the assigning parties' assets to another entity who is not a competitor to the non-assigning party and who has a reasonably acceptable credit rating.

RANCHER EULA

Last Revised: February 24, 2020

BEFORE USING RANCHER'S SOFTWARE, PLEASE READ THIS END USER LICENSE AGREEMENT ("EULA") CAREFULLY BECAUSE IT GOVERNS YOUR USE OF RANCHER'S SOFTWARE AND YOUR RELATIONSHIP WITH RANCHER. BY EXECUTING AN ORDER FOR RANCHER'S SOFTWARE, YOU SIGNIFY YOUR ACCEPTANCE OF THIS EULA AND YOUR AGREEMENT WITH ITS TERMS, AND YOU ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. IF YOU ARE AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS EULA ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE RANCHER'S SOFTWARE.

This EULA governs the use of Rancher's branded software as well as any related updates, each of which may contain multiple software components (the "Software"). Rancher reserves the right to update the non-material terms and conditions of this end user license agreement at any time. Rancher may provide you notice of any changes, but your receipt of notice and/or future use of Rancher Support Services after any update constitutes your acceptance of any non-material changes to these terms.

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- 3. Limitations on Commercial Distribution.** You acknowledge and agree that this EULA does not permit you to distribute the Software using Rancher's trademarks, regardless of whether the Software has been modified. You may only make a commercial redistribution of the Software if permitted under a separate advance written agreement with Rancher authorizing such commercial redistribution.
- 4. Restrictions.** Unless a component of the Software is available through an open source license, you agree not to decompile, reverse engineer, disassemble, attempt to derive the binary code of, or decrypt the component nor the Software; or make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Software.
- 5. Limitation of Remedies and Liability.** Under no circumstances will Rancher, its affiliates, any Rancher authorized distributor, or the licensor of any component provided to you under this EULA be liable to you for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Software or any component thereof, even if Rancher, its affiliates, an authorized distributor, and/or licensor has been advised of the possibility of such damages. In no event shall the liability of Rancher, its affiliates, its authorized distributors, or its licensors of the Software provided to you under this EULA exceed the amount You paid for the Software. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.
- 6. Limited Warranty and Disclaimer.** Rancher warrants that the software will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with software written materials accompanying it, Except as provided under a separate agreement with Rancher, or a license for a particular component, the Software is provided and licensed "as is," without warranty of any kind, either expressed or implied, including the implied warranties of merchantability, non-infringement, and/or fitness for a particular purpose. Neither Rancher nor its licensors warrant that the functions contained in the Software will meet your requirements or that the operation of the Software will be entirely error free, appear or perform precisely as described in the accompanying documentation, or comply with regulatory requirements. You also acknowledge and agree that any modifications you make to the Software may corrupt the Software and adversely affect its functionality.
- 7. Export Control.** As required by the laws of the United States and other countries, you represent and warrant: (a) that you understand that the Software and its components may be subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) that you are not located in a prohibited destination country under the EAR or U.S. sanctions regulations; (c) that you will not export, re-export, or transfer the Software to any prohibited destination, persons or entities on the U.S. Bureau of Industry and Security Denied Parties List or Entity List, or the U.S. Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons, without the necessary export license(s) or authorization(s); (d) that you will not use or transfer the Software for use in connection with any nuclear, chemical or

biological weapons, missile technology, or military end- uses in locations prohibited by an applicable arms embargo, unless you are authorized by the relevant government agency, by regulation, or by specific license; (e) that you understand and agree that if you are in the United States and export or transfer the Software to eligible end users, you will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry and Security, which include the name and address (including the country) of each transferee; and (f) that you understand that countries including the United States may restrict the import, use, or export of encryption products (which may include the Software and the components) and agree that you shall be solely responsible for compliance with any such import, use, or export restrictions.

8. **Third Party Software.** You understand and acknowledge that Rancher may distribute third-party software programs with the Software, and that such third-party software programs are not part of the Software. These third-party software programs are not required to run the Software and are subject to their own license terms. The license terms accompany the third-party software programs. If you do not agree to abide by the applicable license terms for the third-party software programs, then you may not install them. Nothing herein shall bind You to any Third Party Software terms unless the terms are provided for review and agreed to in writing by all parties. If you wish to install the third-party software programs on more than one system or transfer the third-party software programs to another party, then you must contact the licensor of the applicable third-party software programs to secure such rights.
9. **General.** If any provision of this EULA is ruled unenforceable by a court having jurisdiction, such ruling shall not affect the enforceability of the remaining provisions. Any claim, controversy or dispute arising under or relating to this EULA shall be governed by the Federal laws of the United States, without regard to any conflict of laws provisions. The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods.

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RUBRIK EULA

RUBRIK END USER AGREEMENT

IMPORTANT: PLEASE READ BEFORE INSTALLATION OR USE OF THE RUBRIK, INC. (“RUBRIK”) PRODUCT (AS DEFINED BELOW).

PURCHASE OF HARDWARE. 1.1 This Agreement is entered into in connection with the End User’s purchase of Rubrik’s converged data management solution consisting of on-premises hardware and software (individually, “**Hardware**,” “**Software**” or, collectively, “**Product**”) that End User has purchased from Rubrik, in accordance with the purchase order or other order form pursuant to which the Product is delivered to the End User (“Order Form”).

1.2 Software is licensed and not sold. Software consists of Rubrik’s standard embedded software, its virtual appliance (“**Virtual Appliance**”) and certain available subscription software add-ons offering enhanced features and functionality (“**Software Add-ons**”). Software excludes third party software provided with the Software. Third party software may be governed by separate license terms which are available on request and applicable provision of this Agreement.

1.3 Title and risk of loss for the Hardware pass to End User upon delivery thereof by Rubrik to a common carrier.

RIGHT TO USE THE SOFTWARE.

Software License Grant. Subject to the terms of this Agreement, Rubrik hereby grants End User a limited, non-sublicensable, non-transferable, non-exclusive license to use:

- the Software (including the third party software) in conjunction with and to operate the Hardware only for End User’s internal business purposes in accordance with the user manuals, training materials, product descriptions and specifications and other printed information relating to the Product, as in effect and generally available from Rubrik, in written or electronic form (expressly excluding marketing and sales collateral and materials) (“Documentation”) and and third party license terms; and
- the Documentation to operate the Product only as expressly permitted herein.

Scope of License. For clarity, the license granted herein only applies to that Software and/or features and functionality for which End User has procured a valid license and paid the corresponding fees, and only during the relevant subscription terms (or, if no term is designated, until terminated in accordance with Section 0).

Proprietary Rights. As between the parties, title, ownership rights, and intellectual property rights in and to the Software, third party software and Documentation, and any copies or portions thereof, shall remain in Rubrik and its suppliers or licensors. The Software and Documentation are protected by the copyright and other intellectual property laws, and this Agreement does not grant End User any rights not expressly granted herein.

USE OF THE HARDWARE, SOFTWARE AND DOCUMENTATION.

Certain Restrictions. Except as expressly and unambiguously permitted by this Agreement, End User shall not, nor permit anyone else to, directly or indirectly:

- copy, modify, or distribute the Software or Documentation;
- reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organization of the Software or Hardware (except where the foregoing is expressly prohibited by applicable local law, and then only to the extent so prohibited);
- rent, lease, or use the Hardware or Software for timesharing or service bureau purposes, or otherwise use the Hardware or Software on behalf of any third party (including as part of a managed service offering);
- remove or obscure any proprietary notices on the Hardware, Software or Documentation and include such notices on all authorized copies of the Software or Documentation;
- use the Hardware or Software for performing comparisons or other “benchmarking” activities, either alone or in connection with any hardware or software; or

- use the Hardware or Software for any purpose not expressly and unambiguously authorized herein (including, without limitation, for any purpose competitive with Rubrik).

However, the foregoing is not intended to limit or modify the terms of any applicable license that applies to third party software.

Support Services. Except for limited Product Warranty (as described in Rubrik's Support Services Policy), this Agreement does not entitle End User to any technical support, updates, upgrades, patches, enhancements, new versions, new functionality or fixes for the Product. End User may purchase Support Services from Rubrik (as described in Rubrik's Support Policy) which will be performed in accordance with the Rubrik's Support Services Policy.

3.3 Reporting; Feedback. End User acknowledges the Software contains automated reporting routines that generate and report to Rubrik de-personalized metrics and statistics regarding the performance of the Product to report problems and issues with the Product and provide information back to Rubrik ("Report") Rubrik will own all right, title and interest in and to any data and information it so collects (and End User hereby makes all assignments necessary to accomplish such ownership). End User may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Rubrik with respect to the Product for which End User grants Rubrik, without charge or accounting, the full, unencumbered, paid-up, perpetual, irrevocable right and license to use, share, modify, commercialize and otherwise fully exercise and exploit such Feedback and all related intellectual property or other rights (and to allow others to do so) for any purpose in connection with its products and services.

CONFIDENTIALITY. End User acknowledges that the Product including its features and functionality, and all Documentation and other related information are confidential to Rubrik, its suppliers and licensors ("Confidential Information"), and End User agrees at all times to protect and preserve in strict confidence all such Confidential Information and use it only as expressly permitted herein. End User agrees not to permit or authorize access to or disclosure of any such Confidential Information to any person other than employees of End User who are bound in writing to terms no less restrictive than this Agreement and have a need to know such Confidential Information to use the Product as permitted by this Agreement except when required by law to disclose (i.e. FOIA). End User will notify Rubrik promptly of any unauthorized disclosure or use of Confidential Information, remains liable and responsible for any unauthorized use or disclosure of Confidential Information and will undertake all reasonably required remedial action at Rubrik's request.

FEES.

Payment and Taxes. End User shall pay Rubrik) the applicable purchase price for the Rubrik Solution and for Support Services as set forth in the applicable Order Form. All amounts are non-refundable and payable in US dollars on the date they come due without set-off or deduction.

Audit. During the term hereof and for a minimum of three (3) years thereafter, Rubrik or an independent third party auditor selected by Rubrik shall have the right to reasonably inspect and audit End User's facilities, systems and relevant books and records to confirm End User's compliance with the terms of this Agreement subject to any security requirements. If such audits disclose that End User has installed, accessed, used, or otherwise permitted access to the Product in a manner that is not permitted by the terms of this Agreement

DISCLAIMERS.

DISCLAIMERS. EXCEPT AS EXPRESSLY STATED HEREIN, RUBRIK, ITS SUPPLIERS AND LICENSORS, DISCLAIM ALL WARRANTIES WITH RESPECT TO THE RUBRIK SOLUTION AND DOCUMENTATION, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW, REPRESENTATION, STATEMENTS, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. END USER ACKNOWLEDGES AND AGREES THAT RUBRIK, ITS SUPPLIERS AND LICENSORS, DO NOT WARRANT THAT THE PRODUCT OR DOCUMENTATION WILL MEET END USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. RUBRIK, ITS SUPPLIERS AND LICENSORS, DO NOT MAKE ANY WARRANTY AS TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE PRODUCT OR DOCUMENTATION.

This clause does not limit or disclaim any of the warranties specified in the GSA Schedule 70 contract under FAR 52.212-4(o). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the

Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL RUBRIK OR ITS SUPPLIERS, LICENSORS OR PARTNERS BE LIABLE TO END USER OR ANY OTHER PERSON FOR ANY OF THE FOLLOWING:

- ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR LOSS OR CORRUPTION OF DATA OR THE COST OF COVER; OR
- ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE FEES PAID BY END USER FOR THE APPLICABLE PRODUCT IN THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM AROSE, OR, IF GREATER, ONE THOUSAND DOLLARS (\$1,000).

THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF RUBRIK SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. However, the foregoing limitations shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

INDEMNITY. Rubrik agrees to defend to the extent permitted by 28 U.S.C. 516 or settle, at Rubrik's option, a third party claim or cause of action against the End User alleging that the Product infringes or misappropriates a U.S. patent or copyright of such third party ("**Claim**") and to pay damages finally awarded against the End User or to pay settlement amounts directly resulting from such Claim, provided Rubrik is promptly notified of such Claim, is given sole control of the defense and settlement of the Claim and End User provides to Rubrik all reasonable assistance. Rubrik will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to any Hardware or Software or portions or components thereof:

- **not supplied by Rubrik;**
- **made in whole or in part in accordance with End User specifications;**
- **modified after delivery by Rubrik;**
- **combined with other products, processes or materials where the alleged infringement relates to such combination;**
- **where End User continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; or**
- **where End User's use of such Hardware or Software is not strictly in accordance with this Agreement.**

If any such infringement claim arises, Rubrik may, at its sole option and expense, (a) replace or modify the affected Hardware or Software to make it non-infringing with no less functionality, (b) procure a license for End User's continued use of the affected Hardware or Software or (c) if neither of the foregoing is commercially practicable, require the return of the affected Hardware or Software, and terminate this Agreement and End User's rights hereunder. The provisions of this Section 8 set forth Rubrik's sole and exclusive obligations, and End User's sole and exclusive remedies, with respect to any claims of infringement or misappropriation of third party intellectual property rights of any kind.

TERM AND TERMINATION.

Term. This Agreement shall continue until the end of the applicable license term designated by Rubrik or as otherwise terminated as set forth in this section.

Termination.

Effects of Termination. Upon termination of this Agreement for any reason, the license granted hereunder will terminate and End User shall destroy and remove from all computers, hard drives, networks and other storage media all copies of the Software and documentation

and shall so certify to Rubrik that such actions have occurred. Sections 0, 0, 0, 0, 0 0, 0, 0, 0, 0 and 0, and all accrued rights to payment, shall survive termination of this Agreement.

GOVERNMENT USE. If End User is part of an agency, department, or other entity of the United States Government (“Government”), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. The Software is a “commercial item,” “commercial computer software” and “commercial computer software documentation.” In accordance with such provisions, any use of the Software by the Government shall be governed solely by the terms of this Agreement.

COMPLIANCE AND EXPORT CONTROLS. End User will comply with all applicable laws and regulations, including, without limitation, the all privacy laws, regulations and directives and the U.S. Foreign Corrupt Practices Act (including, without limitation, not offering any inducement, whether money or goods or services, to any government official, employee, candidate or party). End User shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control (“OFAC”), or other United States or foreign agency or authority, and End User shall not export, or allow the export or re-export of the Hardware or Software or any related technical information in violation of any such restrictions, laws or regulations. End User represents and warrants that End User is not located in, under the control of, or a national or resident of any restricted country.

MISCELLANEOUS. Written notice is effective when delivered or rejected at the address a party last notified the other party in writing. Rubrik’s third party suppliers or licensors are third party beneficiaries hereunder with respect to their respective product or software and reserve the right to assert claims for infringement or misappropriation of their intellectual property rights by Reseller or its End User. This Agreement represents the complete agreement concerning the Product between the parties, to the exclusion of any pre-printed or contrary terms of any End User purchase order (or similar document), and supersedes all prior agreements and representations between them. This Agreement may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of Rubrik to act with respect to a breach of this Agreement by End User or others does not constitute a waiver and shall not limit Rubrik’s rights with respect to such breach or any subsequent breaches. This Agreement is personal to End User and may not be assigned or transferred for any reason whatsoever, without Rubrik’s consent, and any action or conduct in violation of the foregoing shall be void and without effect. Rubrik expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder. This Agreement shall be governed by and construed under the federal laws of the United States, and The U.N. Convention on Contracts for the International Sale of Goods shall not apply.

RUBRIK MAINTENANCE AND PRICING TERMS

RUBRIK Corporation provides a variety of warranty and maintenance support offerings for all RUBRIK products. Maintenance terms are set forth in the RUBRIK Product Warranty and Maintenance Table that is incorporated in the GSA Schedule. The following is a general summary of those terms.

The **Maintenance List Price (MLP)** for RUBRIK equipment and software maintenance, warranty upgrades, and equipment and software maintenance renewals **is priced as a percentage of** (not discount off) the product list price. As set forth in the table below, the percentages vary by Service Type within each Hardware and Software Product. A limited number of components are priced on a fixed dollar basis.

The annual maintenance list price rates are provided in Table 1. The total maintenance list price for system configuration is determined as follows:

1. The commercial list price of each component product is multiplied by the quantity of the product (extended component list price).
2. The extended component list price is multiplied by the applicable maintenance list price rate (percentage) from the rate tables attached for the desired level of support (maintenance list price).
3. The maintenance list price is multiplied by the number of units of support required. (duration)
4. The individual component maintenance list prices are summed using a Services model number, at point of sale.
5. The GSA net price for maintenance is calculated by applying the GSA discount (*discount off maintenance list*) to the total maintenance list price. **The GSA discounts are set forth in Table 1 below.**

When circumstances require, annual prices can be pro-rated to the actual term of support.

Pricing:

Prepaid Maintenance Pricing. Also referred to as point-of-sale maintenance, this maintenance is purchased in the initial order and is calculated within the RUBRIK quoting systems.

Renewal Maintenance Pricing. Also referred to as renewal maintenance, this maintenance is offered for previously purchased systems and products installed in specific customer locations. Renewal quotes are based on information from RUBRIK installed base systems, as well as customer provided information. Because maintenance renewal quotes are highly individualized for particular installations of RUBRIK products, renewal quotes are supported by detailed spreadsheets provided with the renewal quote.

Maintenance/Support SKU	Description	SIN	GSA Discount
RBK-SVC-PREM-SW	Premium Support for RCDM software, prepay Percent of RCDM software Minimum 12 months	132-33	7.08%
RBK-SVC-PREM-HW	Premium Support for hardware, prepay Percent of hardware Minimum 12 months	132-12	7.08%
RBK-SVC-L3-SW	L3 Support for RCDM software, prepay Percent of RCDM Software Minimum 12 months	132-33	7.08%
RBK-SVC-L3-HW	L3 Support for hardware, prepay Percent of Hardware Minimum 12 months	132-12	7.08%
RBK-SVC-NODE-UG-L3	L3 Support, Prepaid for Single Node Upgrade Percent of node upgrade list price	132-12	7.08%
RBK-SVC-SW-ENCRYPT-UG-L3	L3 Support, Prepaid for Software Encryption Upgrade Percent of SW Tradeup list price	132-33	7.08%
RBK-SVC-APPLIANCE-L3	L3 Support, Prepaid for Rubrik Appliance Percent of base appliance list price	132-12	7.08%
RBK-SVC-PREM-MSPACK	Premium Support Prepaid, Service Delivery Partner Starter Pack Percent of starter pack appliance list price	132-12	7.08%
RBK-SVC-PREM-RCDM-UCS	Premium Support, Prepaid for RCDM, UCS Percent of base 3rd Party HW list price Minimum 12 months	132-12	7.08%
RBK-SVC-PREM-RCDM-HPE	Premium Support, Prepaid for RCDM, HPE Percent of base 3rd Party HW list price Minimum 12 months	132-12	7.08%
RBK-SVC-PREM-RCDM-DELL	Premium Support, Prepaid for RCDM, Dell Percent of base 3rd Party HW list price Minimum 12 months	132-12	7.08%
RBK-SVC-PREM-NODE-UG	Premium Support, Prepaid for Single Node Upgrade Percent of node upgrade list price Minimum 12 months	132-12	7.08%
RBK-SVC-PREM-SW-ENCRYPT-UG	Premium Support, Prepaid for Software Encryption Upgrade Percent of SW Tradeup list price	132-33	7.08%
RBK-SVC-PREM-RCDM-ELP	Premium Support, Prepaid for RCDM ELP Percent of base ELP price	132-33	7.08%
RBK-SVC-OBJ-STORAGE-L3	L3 Support, Archival to On-premises Object Storage/NFS Percent of OBJ list price	132-33	7.08%
RBK-SVC-PREM-OBJ-STORAGE	Premium Support, Archival to On-premises Object Storage/NFS Percent of OBJ list price Minimum 12 months	132-12	7.08%
RBK-SVC-PREM-APPLIANCE	Premium Support, Prepaid for Rubrik Appliance Percent of base appliance list price Minimum 12 months	132-12	7.08%

RBK-SVC-PREM-RCDM-ELA	Premium Support, Prepaid for RCDM ELA Percent of base ELA price	132-33	7.08%
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RBK-POL-RADAR-UNL-FNDN-PA	One (1) month of Polaris Radar unlimited add-on to Foundation, incl. Polaris GPS and Premium Support, subscription pay per year 45% of monthly list price of Go Foundation Pay Annual 45% of monthly list price of Foundation for 3rd party HW Pay Annual Minimum 12 months	132-32	7.08%
RBK-POL-RADAR-UNL-PREM-PA	One (1) month of Polaris Radar unlimited add-on to Premium, incl. Polaris GPS and Premium Support, subscription pay per year 32% of monthly list price of Premium of Go Foundation Pay Annual 32% of monthly list price of Premium for 3rd party HW Pay Annual Minimum 12 months	132-32	7.08%
RBK-POL-RADAR-UNL-FNDN	One (1) month of Polaris Radar unlimited add-on to Foundation, incl. Polaris GPS and Premium Support, subscription prepay 45% of monthly list price of Go Foundation 45% of monthly list price of Foundation for 3rd party HW Minimum 12 months	132-32	7.08%
RBK-POL-RADAR-UNL-PREM	One (1) month of Polaris Radar unlimited add-on to Premium, incl. Polaris GPS and Premium Support, subscription prepay 32% of monthly list price of Premium of Go Foundation 32% of monthly list price of Premium for 3rd party HW Minimum 12 months	132-32	7.08%
RBK-POL-RADAR-UNL-RCDM	One (1) month of Polaris Radar unlimited add-on to RCDM, incl. Polaris GPS and Premium Support, subscription prepay 1.67% of RCDM list price Minimum 12 months	132-32	7.08%
RBK-POL-RADAR-UNL-FNDN-ADDON-NODE-PA	One (1) month of Polaris Radar unlimited add-on node to Foundation, incl. Polaris GPS and Premium Support, subscription pay per year 45% of monthly list price of Go Foundation Add-On Node Pay Annual Minimum 12 months	132-32	7.08%
RBK-POL-RADAR-UNL-PREM-ADDON-NODE-PA	One (1) month of Polaris Radar unlimited add-on node to Premium, incl. Polaris GPS and Premium Support, subscription pay per year 32% of monthly list price of Premium Add-On Node Pay Annual Minimum 12 months	132-32	7.08%

RBK-POL-RADAR-UNL-FNDN-ADDON-NODE	One (1) month of Polaris Radar unlimited add-on node to Foundation, incl. Polaris GPS and Premium Support, subscription prepay 45% of monthly list price of Foundation Add-On Node Minimum 12 months	132-32	7.08%
RBK-POL-RADAR-UNL-PREM-ADDON-NODE	One (1) month of Polaris Radar unlimited add-on node to Premium, incl. Polaris GPS and Premium Support, subscription prepay 32% of monthly list price of Premium Add-On Node Minimum 12 months	132-32	7.08%
RBK-POL-RADAR-UNL-RCDM-ADDON-NODE	One (1) month of Polaris Radar unlimited add-on node to RCDM, incl. Polaris GPS and Premium Support, subscription prepay 1.67% of RCDM Add-On Node list price Minimum 12 months	132-32	7.08%
RBK-CLON-UNL-FNDN-PA	One (1) month of CloudOn Unlimited add-on to Foundation, incl. Premium Support, subscription pay per year 39% of monthly list price of Rubrik Go Foundation Pay Annual 39% of monthly list price of Foundation for 3rd party HW Pay Annual Minimum 12 months	132-32	7.08%
RBK-CLON-UNL-FNDN	One (1) month of CloudOn Unlimited add-on to Foundation, incl. Premium Support, subscription prepay 39% of monthly list price of Rubrik Go Foundation 39% of monthly list price of Foundation for 3rd party HW Minimum 12 months	132-32	7.08%
RBK-CLON-UNL-RCDM	One (1) month of CloudOn Unlimited add-on to RCDM, incl. Premium Support, subscription prepay 1.34% of RCDM list price Minimum 12 months	132-32	7.08%
RBK-CLON-UNL-FNDN-ADDON-NODE-PA	One (1) month of CloudOn Unlimited add-on node to Foundation, incl. Premium Support, subscription pay per year 39% of monthly list price of Rubrik Go Foundation Add-On Node Pay Annual Minimum 12 months	132-32	7.08%
RBK-CLON-UNL-FNDN-ADDON-NODE	One (1) month of CloudOn Unlimited add-on node to Foundation, incl. Premium Support, subscription prepay 39% of monthly list price of Rubrik Go Foundation Add-On Node Minimum 12 months	132-32	7.08%
RBK-CLON-UNL-RCDM-ADDON-NODE	One (1) month of CloudOn Unlimited add-on node to RCDM, incl. Premium Support, subscription prepay 1.34% of RCDM Add-On Node list price Minimum 12 months	132-32	7.08%

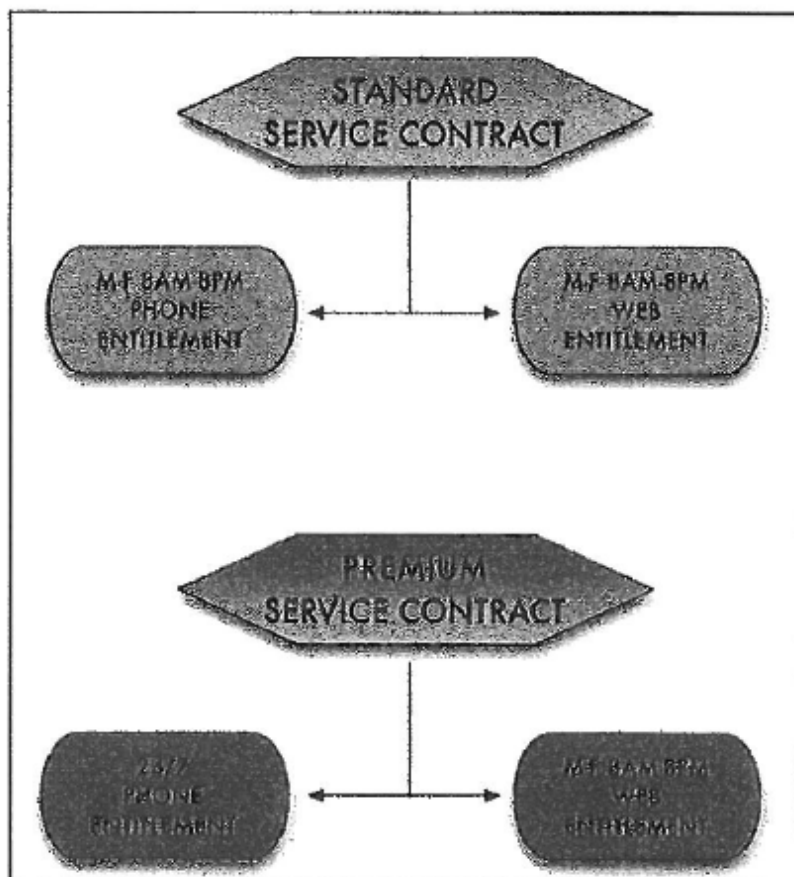
RBK-POL-RADAR-UNL-FNDN-PA-L3	One (1) month of Polaris Radar unlimited add-on to Foundation, incl. Polaris GPS and L3 Support, subscription pay per year 45% of monthly list price of Go Foundation L3 Pay Annual Minimum 12 months	132-32	7.08%
RBK-POL-RADAR-UNL-PREM-PA-L3	One (1) month of Polaris Radar unlimited add-on to Premium, incl. Polaris GPS and L3 Support, subscription pay per year 32% of monthly list price of Go Premium L3 Pay Annual Minimum 12 months	132-32	7.08%
RBK-POL-RADAR-UNL-FNDN-L3	One (1) month of Polaris Radar unlimited add-on to Foundation, incl. Polaris GPS and L3 Support, subscription prepay 45% of monthly list price of Go Foundation L3 Minimum 12 months	132-32	7.08%
RBK-POL-RADAR-UNL-PREM-L3	One (1) month of Polaris Radar unlimited add-on to Premium, incl. Polaris GPS and L3 Support, subscription prepay 32% of monthly list price of Go Premium L3 Minimum 12 months	132-32	7.08%
RBK-POL-RADAR-UNL-RCDM-L3	One (1) month of Polaris Radar unlimited add-on to RCDM, incl. Polaris GPS and L3 Support, subscription prepay 1.59% of RCDM list price Minimum 12 months	132-32	7.08%
RBK-POL-RADAR-UNL-FNDN-ADDON-NODE-PA-L3	One (1) month of Polaris Radar unlimited add-on node to Foundation, incl. Polaris GPS and L3 Support, subscription pay per year 45% of monthly list price of Go Foundation L3 Add-On Node Pay Annual Minimum 12 months	132-32	7.08%
RBK-POL-RADAR-UNL-PREM-ADDON-NODE-PA-L3	One (1) month of Polaris Radar unlimited add-on node to Premium, incl. Polaris GPS and L3 Support, subscription pay per year 32% of monthly list price of Go Premium L3 Add-On Node Pay Annual Minimum 12 months	132-32	7.08%
RBK-POL-RADAR-UNL-FNDN-ADDON-NODE-L3	One (1) month of Polaris Radar unlimited add-on node to Foundation, incl. Polaris GPS and L3 Support, subscription prepay 45% of monthly list price of Go Foundation L3 Add-On Node Minimum 12 months	132-32	7.08%
RBK-POL-RADAR-UNL-PREM-ADDON-NODE-L3	One (1) month of Polaris Radar unlimited add-on node to Premium, incl. Polaris GPS and L3 Support, subscription prepay 32% of monthly list price of Go Premium L3 Add-On Node Minimum 12 months	132-32	7.08%
RBK-POL-RADAR-UNL-RCDM-ADDON-NODE-L3	One (1) month of Polaris Radar unlimited add-on node to RCDM, incl. Polaris GPS and L3 Support, subscription prepay 1.59% of RCDM Add-On Node list price Minimum 12 months	132-32	7.08%

RBK-CLON-UNL-FNDN-PA-L3	One (1) month of CloudOn Unlimited add-on to Foundation, incl. L3 Support, subscription pay per year 39% of monthly list price of Rubrik Go Foundation L3 Pay Annual Minimum 12 months	132-32	7.08%
RBK-CLON-UNL-FNDN-L3	One (1) month of CloudOn Unlimited add-on to Foundation, incl. L3 Support, subscription prepay 39% of monthly list price of Rubrik Go Foundation L3 Minimum 12 months	132-32	7.08%
RBK-CLON-UNL-RCDM-L3	One (1) month of CloudOn Unlimited add-on to RCDM, incl. L3 Support, subscription prepay 1.25% of RCDM list price Minimum 12 months	132-32	7.08%
RBK-CLON-UNL-FNDN-ADDON-NODE-PA-L3	One (1) month of CloudOn Unlimited add-on node to Foundation, incl. L3 Support, subscription pay per year 39% of monthly list price of Rubrik Go Foundation L3 Add-on Node Pay Annual Minimum 12 months	132-32	7.08%
RBK-CLON-UNL-FNDN-ADDON-NODE-L3	One (1) month of CloudOn Unlimited add-on node to Premium, incl. L3 Support, subscription prepay 39% of monthly list price of Rubrik Go Foundation L3 Add-on Node Minimum 12 months	132-32	7.08%
RBK-CLON-UNL-RCDM-ADDON-NODE-L3	One (1) month of CloudOn Unlimited add-on node to RCDM, incl. L3 Support, subscription prepay 1.25% of RCDM Add-On Node list price Minimum 12 months	132-32	7.08%
RBK-POLARIS-RADAR-UNL	Subscription to Polaris Radar Unlimited, incl Polaris GPS and Premium Support 15% of base appliance list price per year Minimum 12 months	132-32	7.08%
RBK-POLARIS-RADAR-UNL-L3	Subscription to Polaris Radar Unlimited, incl Polaris GPS and L3 Support 14.125% of base appliance list price per year	132-32	7.08%
RBK-CLOUT-UNLIMITED	Subscription to Rubrik CloudOut, Unlimited, incl Support 15% of base appliance list price Minimum 12 months	132-32	7.08%
RBK-CLON-UNLIMITED	Subscription to Rubrik CloudOn, Unlimited, incl Support 12.5% of base appliance list price Minimum 12 months	132-32	7.08%
RBK-CLOUT-UNLIMITED-L3	Subscription to Rubrik CloudOut, Unlimited, incl L3 Support 14.125% of base appliance list price	132-32	7.08%
RBK-CLON-UNLIMITED-L3	Subscription to Rubrik CloudOn, Unlimited, incl L3 Support 11.771% of base appliance list price	132-32	7.08%

SCALE COMPUTING SERVICE

Service Contract Definitions

- **Standard Support:** End users receive 8AM-8PM EST phone and web support, with shipping defaulting to ground. After 8PM EST, shipping will be completed the next business day. Support services will have a four-hour milestone to respond to customer requests.
- **Premium Support:** End users receive 24/7 phone support and M-F 8AM-8PM web support, with shipping always being priority overnight. After 8PM, shipping will be completed the next business day unless situation is deemed 'critical.' Support services will have a two-hour milestone to respond to customer requests.
- **Entitlements:** Two entitlements are covered by one service contract, broken out between phone and web support.



SMART EULA and WARRANTIES

END USER LICENSE AGREEMENT

NOTICE: These Terms govern General Services Administration (GSA) sourced SMART software and take precedence over Terms that may ship with or be embedded with SMART software and/or hardware.

Thank you for choosing SMART. This document is a legal agreement between SMART Technologies ULC ("SMART", "we" or "our") and Ordering Activity (where "you" or "your" includes your organization that you are using our product on behalf of).

Ordering Activity represents and warrants that it has the authority to accept this agreement and where applicable bind its organization and ensure it complies with these terms. If you are a minor, your parent or guardian must agree to these terms on your behalf and you should only use our products at a school if your school, or district, or teacher has obtained the requisite consent for you to disclose personal information in compliance with our Privacy Policy.

Our software is licensed, not sold. Unless applicable law gives you more rights you may only use our software as expressly permitted in this agreement. Ordering Activity must comply with, and not attempt to circumvent, any law or technical limitation that allows Ordering Activity to activate or use our products only in certain ways.

SMART GRANTS A LICENSE TO USE THE SOFTWARE SUBJECT TO THE FOLLOWING:

1. **YOUR LICENSE.** You may terminate this agreement at any time by notifying us (see Section 16). Our software, or portions of it, and services may be offered on a subscription basis. For subscriptions, unless the subscription is renewed your license to the subscription is automatically revoked and your software (the subscription portions) or service will stop working at the end of the subscription period without any additional notice to you. SMART may, at any time, modify or discontinue (temporarily or permanently) distributing or updating our products. Unless obligated by law or warranty, SMART is not required to provide any support or maintenance to you and we shall not be liable to you or any third party for any suspension or discontinuance of our products.
2. **LANGUAGE.** Any translation we may do is for convenience and in the event of a conflict between the English and non-English versions the English version shall prevail and govern. If you are unable to access these terms in the official language of your country please contact SMART (Section 15) and a copy will be provided to you.
3. **GOVERNING LAW.** This Agreement will be exclusively governed, construed and interpreted in accordance with the laws of the United States of America.
4. **LINKED TERMS.** You are also bound by the following terms and conditions:
Terms of Use (<http://www.smarttech.com/Home+Page/Legal/Legal+Notice>)
Privacy Policy (<https://smarttech.com/Legal/Privacy+Policy>)
In the event of a conflict or variance between the linked terms and the terms in the body of this agreement, the terms in the body of this agreement shall prevail and govern. If you are unable to access these links please contact SMART at the address listed in Section 15 and a copy will be provided to you.
5. **LIMITED WARRANTY.** SMART warrants to you that the software, when properly installed and used, shall operate in substantial accordance with our published specifications for a period of ninety (90) days from the date of purchase. Subject to entitlements under a maintenance program (if any), you assume the entire cost of all necessary upgrades, servicing, repairs or correction of the software. SMART's sole obligation under this limited warranty shall be, at SMART's option and expense, to either: a) refund the purchase price paid by you for the defective software; or b) to replace the defective software with software that substantially conforms to applicable SMART published specifications. Any replacement software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.
6. **NO WARRANTY.** OTHER THAN THE LIMITED WARRANTY AS STATED ABOVE IN SECTION 6, THE SOFTWARE IS PROVIDED "AS-IS" AND ITS USE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SMART AND ITS SUPPLIERS, LICENSORS, DISTRIBUTORS AND RESELLERS DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT AND NONINFRINGEMENT WITH REGARD TO THE SOFTWARE AND SMART PRODUCTS AND ANY COMPONENT THEREOF, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. SMART DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE IS OR WILL BE INTERRUPTION FREE, DEFECT FREE OR WILL MEET YOUR NEEDS.

7. NO LIABILITY. To the maximum extent permitted by applicable law, in no event shall SMART or its suppliers, third party providers, licensors, resellers or distributors be liable for any special, incidental, indirect, exemplary, consequential or punitive damages whatsoever (including, without limitation, damages for any injury to any person or property, damages for loss of profits, business interruption, loss of business information, loss of privacy, damages for procurement of substitute goods or services, damages for loss of use, loss of data, damages for failure to meet any duty including the duties of good faith or of reasonable care, for negligence or any other pecuniary loss) arising out of the use of or inability to use the software or any component thereof or the provision of or failure to provide support services, whether based on contract, tort, negligence, strict liability or otherwise, even if SMART or its suppliers, third party providers, licensors, resellers or distributors have been advised of the possibility of such damages. IN ANY CASE, SMART'S ENTIRE LIABILITY SHALL NOT EXCEED THE PURCHASE PRICE. THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).
8. FEEDBACK. We do not claim any intellectual property rights over material you create. We do appreciate your direct suggestions but please be aware that any comments, feedback or ideas you share with us while not under a non-disclosure agreement shall be treated as non-confidential and you will, and do hereby, assign us all right, title and interest to them. This means we are free to use them for any purpose, without compensation, acknowledgment or other obligation of any kind to you.
9. BETA CHANNEL. The beta channel is meant for advanced users who are comfortable using pre-release software and providing feedback. Problems you may encounter in beta channel releases are not supported by SMART support. Moving to the beta channel may cause your board to behave unexpectedly. Updates will be installed automatically and all bugs or crashes will be automatically reported. Returning to the stable channel requires a factory reset that erases all settings and returns them to their default values.
10. EXPORT RESTRICTIONS. You agree that you shall comply with all domestic and international export laws and regulations that apply. Our software is a "Commercial Item", as that term is defined at 48 CFR 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 CFR 12.212 or 48 CFR 227.7202, as applicable. Consistent with 48 CFR 12.212 or 48 CFR 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to US 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 of this agreement.
11. INVALIDITY OF PROVISIONS. If any provision of this agreement is invalid, illegal or unenforceable in any respect, such provision shall be severed from this agreement or the applicable linked terms, and the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired. The failure by a party to exercise any right shall not operate as a waiver of such party's right to exercise such right or any other right in the future.
12. ENTIRE AGREEMENT. This agreement, together with the purchase order and linked terms, constitutes the entire understanding of the parties and supersedes all prior end user license agreements, representations, negotiations, tender documents and proposals between the parties with respect to the subject matter of this agreement.
13. CONTACTING YOU. We (including our software), or an authorized representative of SMART, may contact you about this agreement or operational messages by: a) calling you or sending an email or regular mail to the addresses we have on file for you; b) providing notification, system messages or updates via the software; or c) posting a message where you found these legal terms. You understand and agree that if you use our product after the date on which we provide notice to you that the terms of this agreement or the linked terms have changed, you will be agreeing to and accepting the updated terms. Unless other terms accompany them, these terms also apply to related updates, patches and related Internet or mobile based applications.
14. SURVIVAL. The obligations set forth in the preamble and Sections 2 to 14 inclusive shall survive termination of this agreement.
15. HAVE A QUESTION?
SMART Technologies ULC
Attention: Legal Department
3636 Research Road N.W.
CALGARY, AB CANADA T2L 1Y1
+1.403.245.0333

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380860_1; GSA Specific EULA



Limited Product Warranty

SBID8084i-G4 interactive flat panel and SBID8000i-G5 series interactive flat panels with SMART Meeting Pro

This non-transferable limited warranty is provided to the original end user purchaser ("you") of a SMART hardware product (the "Product") from:

SMART Technologies ULC ("SMART")
3836 Research Road NW
Calgary, AB T2L 1Y1
Phone: +1.403.245.0333
Fax: 403.228.2500
smarttech.com

This warranty applies to SMART products purchased from a SMART authorized reseller or distributor.

SMART warrants that the Product and certain Accessories will be free from defects in materials and workmanship for the periods set out below ("Warranty Term"):

Product: a period of **three (3) years** from date of purchase

Accessories: wireless serial or USB connections, floor stands, speakers: a period of **one (1) year** from the date of purchase

All other Accessories and parts listed on SMART's Parts Store at parts.smarttech.com: no warranty is provided (i.e. non-interactive pens, erasers, brackets, cables, batteries, power supply units)

This warranty applies to claims of which you have notified SMART during the Warranty Term.

WHAT SMART WILL DO TO HONOR THIS WARRANTY

If SMART receives notice during the Warranty Term that the Product does not conform to the above warranty, your exclusive remedy and SMART's sole obligation shall be for SMART to **repair or replace the Product** (or component of Product) that has proven to be defective at no cost to you except for the one-way shipping cost (plus any duties and taxes) of the Product or component to a SMART-authorized service center. Product must be returned in original packaging.

Upon receipt of returned Product or component, SMART will establish the cause of the problem. At the sole discretion of SMART, the defective Product or component will be either repaired or replaced. SMART offers Advance Replacement at an additional cost for select Products. If you have purchased optional Advanced Replacement, separate warranty terms may apply in addition to those set out in this Standard Limited Warranty.

WHAT YOU MUST DO TO CLAIM THE WARRANTY

To make a claim under this warranty you will need to:

1. Contact SMART to register your claim and provide sufficient details to enable a SMART representative to assess the claim. It is a requirement to provide the serial number of the Product when requesting a warranty claim.
Contact SMART at:
Website: smarttech.com/contactsupport
Phone: 1.866.518.6791 (toll-free in the U.S./Canada) or +1.403.228.5940 (all other countries)
2. The SMART representative will first attempt to understand and correct the problem via telephone or e-mail. If SMART's representative is unable to correct the situation, the SMART representative will confirm the serial number of the Product. If appropriate, the SMART representative will then provide you with a Return of Merchandise Authorization (RMA) number.
3. Ship the Product (or component) to a SMART-authorized service center and in accordance with the shipping instructions of the SMART representative. Shipping to the SMART-authorized service center is at your cost. The RMA number must be clearly marked on the packaging of the item being returned.

DEFECTIVE HARDWARE OUT OF THE CARTON

If Product fails to function **within 30 days of the original purchase**, you must follow the same procedures as described above for warranty claims. Purchase dates must be supported by proof of purchase upon SMART's request. In such circumstances, replacement hardware Product or components, subject to availability, will be shipped to your location via ground transportation at SMART's cost. Defective Product or components must then be returned by you by ground transportation, as directed by SMART, at SMART's cost within 30 days of failure, or you will be liable to pay SMART for the purchase price of the replacement item.

DAMAGED IN SHIPPING

If Product arrives in visibly damaged condition you must note the damage on carrier delivery documents and advise **SMART or Distributor or Reseller** as soon as possible and before the expiry of ten (10) days after delivery at smarttech.com/contactsupport.

COST CLAIM

SMART may seek shipping costs or reimbursement from you of any reasonable costs incurred if the Product or component is found, at SMART's discretion, to be in good working order, the problem is not a consequence of a defect or manufacturing fault or where any of the warranty exclusions or limitations apply. Reasonable costs may include the costs of packaging, insurance, shipping, service or parts and labor.

DISCLAIMERS, EXCLUSIONS AND LIMITATIONS

This section applies to the fullest extent permitted by law.

Warranty Exclusions: This warranty will not apply to and SMART will not be liable for (i) any Product which is not purchased from a SMART authorized reseller or distributor; (ii) Product that has been damaged by accident, abuse, neglect, misuse, or causes other than ordinary use (see online Product manuals for further details at www.smarttech.com), including the direct application of any cleaning liquids, substances or abrasives to the hardware or onto any display surface other than in accordance with the cleaning and care instructions included in the User's Guide for the Product; (iii) Product which has been altered, changed, serviced or repaired by anyone other than SMART authorized repair personnel, or (iv) any Product on which the serial number has been defaced, modified or removed. Warranty service hereunder shall not operate to extend the original Warranty Term. The warranty excludes damage incurred in shipment by you or SMART authorized reseller or distributor.

Any charges associated with a rush-requested order or return, such as air express, are your responsibility.

THIS WARRANTY DOES NOT REPLACE, MODIFY OR SUPPLEMENT THE WARRANTIES FOUND IN THE APPLICABLE END USER LICENSE AGREEMENT OR OTHER LICENSE AGREEMENT FOR ANY SOFTWARE PROVIDED IN CONNECTION WITH THE PRODUCT.

THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES, REPRESENTATION AND CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES, WITH THE SOLE EXCEPTION OF THE WARRANTY ABOVE, ARE EXPRESSLY DISCLAIMED AND EXCLUDED AND EXCEPT FOR THE WARRANTY ABOVE THE PRODUCT IS SOLD ON AN "AS IS, WHERE IS" BASIS. ANY REPRESENTATION OR WARRANTY, OR AFFIRMATION OF FACT, WHETHER MADE BY ANY SALES REPRESENTATIVE OR OTHER AGENT OF SMART OR ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE, EXPRESS OR IMPLIED, WHICH IS NOT SPECIFICALLY SET FORTH HEREIN ARE EXPRESSLY DISCLAIMED AND EXCLUDED AND WILL NOT BE BINDING UPON OR ENFORCEABLE AGAINST SMART.

Some states, provinces, and countries do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitation on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary by state, province or country, but only if and to the extent such rights cannot be disclaimed, excluded or limited in the applicable jurisdiction.

Limitation of Liability: THIS WARRANTY IS YOUR SOLE REMEDY AND SMART'S SOLE OBLIGATION FOR DEFECTS IN MATERIALS AND WORKMANSHIP IN THE PRODUCT AND ACCESSORIES. TO THE EXTENT ALLOWED BY LOCAL LAW, THE LIABILITY OF SMART TO YOU ARISING OUT OF THE PURCHASE AND SUPPLY OF THE PRODUCT AND RELATED ITEMS OR ITS OR THEIR USE, WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE, SHALL NOT IN ANY CASE EXCEED THE ORIGINAL COST TO THE PURCHASER OF THE PRODUCT.

SMART SHALL NOT BE LIABLE, WHETHER IN WARRANTY, CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR ON ANY OTHER BASIS, FOR ANY DAMAGES SUSTAINED BY THE PURCHASER OR ANY OTHER PERSON ARISING FROM OR RELATED TO LOSS OF USE, FAILURE OR INTERRUPTION IN THE OPERATION OF THE PRODUCT OR RELATED ITEMS, DELAY IN REPAIR OR REPLACEMENT, LOSS OF DATA OR FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OR LIABILITIES, LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, LEASE, MAINTENANCE, USE, PERFORMANCE FAILURE OR INTERRUPTION OF THE PRODUCT OR RELATED ITEMS. ALL SUCH DAMAGES AND LOSSES ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

ALL LIMITATIONS OF LIABILITY AND EXCLUSIVE REMEDIES HEREIN SHALL EXTEND TO SMART'S RELATED OR AFFILIATED ENTITIES AND ITS AND THEIR DIRECTORS, OFFICERS AND EMPLOYEES.

Data: If Product or component presented for repair or replacement is capable of retaining user-generated data, you are advised that repair or replacement may result in loss of the data.

IF YOU ARE AN AUSTRALIAN CONSUMER:

YOUR RIGHTS AS A CONSUMER

This section applies if you acquire the warranted products as a consumer within the meaning of the Australian Consumer Law.

The benefits provided to you under this warranty are in addition to other rights and remedies that you may have as a consumer under a law in relation to the goods or services to which this warranty relates.

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. For details about the Australian Consumer Law please see the following links:
www.accc.gov.au or www.consumerlaw.gov.au.

OTHER CONSUMER PURCHASERS: Consult local authority regarding your rights and obligations.

SMART Technologies
3836 Research Road NW
Calgary, AB T2L 1Y1
CANADA

smarttech.com/support smarttech.com/contactsupport

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Warranty effective February 2016.

The SMART logo is rendered in a stylized, hand-drawn font. The letters are bold and slightly irregular, with a casual, sketchy appearance. The 'S' and 'M' are particularly prominent, with the 'M' having a distinctive shape. The 'A' is also stylized, and the 'R' and 'T' complete the word in a similar hand-drawn style.



Limited Product Warranty SMART kapp iQ-Pro interactive flat panels (kapp iQ-Pro) – Enterprise Product

This non-transferable limited warranty is provided to the original end user purchaser ("you") of a SMART hardware product (the "Product") from:

SMART Technologies ULC ("SMART")
3636 Research Road NW
Calgary, AB T2L 1Y1
Phone: +1.403.245.0333
Fax: 403.228.2500
smarttech.com

This warranty applies to SMART products purchased from a SMART authorized reseller or distributor.

SMART warrants that the Product and certain Accessories will be free from defects in materials and workmanship for the periods set out below ("Warranty Term"):

Product: a period of **three (3) years** from date of purchase

Accessories: floor stands, speakers: a period of **one (1) year** from the date of purchase

All other Accessories and parts listed on SMART's Parts Store at parts.smarttech.com: no warranty is provided (i.e. non-interactive pens, erasers, brackets, cables, batteries, power supply units)

This warranty applies to claims of which you have notified SMART during the Warranty Term.

WHAT SMART WILL DO TO HONOR THIS WARRANTY

If SMART receives notice during the Warranty Term that the Product does not conform to the above warranty, your exclusive remedy and SMART's sole obligation shall be for SMART to **repair or replace the Product** (or component of Product) that has proven to be defective at no cost to you except for the one-way shipping cost (plus any duties and taxes) of the Product or component to a SMART-authorized service center. Product must be returned in original packaging.

Upon receipt of returned Product or component, SMART will establish the cause of the problem. At the sole discretion of SMART, the defective Product or component will be either repaired or replaced. SMART offers Advance Replacement at an additional cost for select Products. If you have purchased optional Advanced Replacement, separate warranty terms may apply in addition to those set out in this Limited Product Warranty.

WHAT YOU MUST DO TO CLAIM THE WARRANTY

To make a claim under this warranty you will need to:

1. Contact SMART to register your claim and provide sufficient details to enable a SMART representative to assess the claim. It is a requirement to provide the serial number of the Product when requesting a warranty claim.
Contact SMART at:
Website: smarttech.com/contactsupport
Phone: 1.866.518.6791 (toll-free in the U.S./Canada) or +1.403.228.5940 (all other countries)
2. The SMART representative will first attempt to understand and correct the problem via telephone or e-mail. If SMART's representative is unable to correct the situation, the SMART representative will confirm the serial number of the Product. If appropriate, the SMART representative will then provide you with a Return of Merchandise Authorization (RMA) number.
3. Ship the Product (or component) to a SMART-authorized service center and in accordance with the shipping instructions of the SMART representative. Shipping to the SMART-authorized service center is at your cost. The RMA number must be clearly marked on the packaging of the item being returned.

DEFECTIVE HARDWARE OUT OF THE CARTON

If Product fails to function **within 30 days of the original purchase**, you must follow the same procedures as described above for warranty claims. Purchase dates must be supported by proof of purchase upon SMART's request. In such circumstances, replacement hardware Product or components, subject to availability, will be shipped to your location via ground transportation at SMART's cost. Defective Product or components must then be returned by you by ground transportation, as directed by SMART, at SMART's cost within 30 days of failure, or you will be liable to pay SMART for the purchase price of the replacement item.

DAMAGED IN SHIPPING

If Product arrives in visibly damaged condition you must note the damage on carrier delivery documents and advise **SMART or Distributor or Reseller** as soon as possible and before the expiry of ten (10) days after delivery at smarttech.com/contactsupport.

COST CLAIM

SMART may seek shipping costs or reimbursement from you of any reasonable costs incurred if the Product or component is found, at SMART's discretion, to be in good working order, the problem is not a consequence of a defect or manufacturing fault or where any of the warranty exclusions or limitations apply. Reasonable costs may include the costs of packaging, insurance, shipping, service or parts and labor.

DISCLAIMERS, EXCLUSIONS AND LIMITATIONS

This section applies to the fullest extent permitted by law.

Warranty Exclusions: This warranty will not apply to and SMART will not be liable for (i) any Product which is not purchased from a SMART authorized reseller or distributor; (ii) Product that has been damaged by accident, abuse, neglect, misuse, or causes other than ordinary use (see online Product manuals for further details at www.smarttech.com), including the direct application of any cleaning liquids, substances or abrasives to the hardware or onto any display surface other than in accordance with the cleaning and care instructions included in the User's Guide for the Product; (iii) Product which has been altered, changed, serviced or repaired by anyone other than SMART authorized repair personnel, or (iv) any Product on which the serial number has been defaced, modified or removed. Warranty service hereunder shall not operate to extend the original Warranty Term. The warranty excludes damage incurred in shipment by you or SMART authorized reseller or distributor.

Any charges associated with a rush-requested order or return, such as air express, are your responsibility.

THIS WARRANTY DOES NOT REPLACE, MODIFY OR SUPPLEMENT THE WARRANTIES FOUND IN THE APPLICABLE END USER LICENSE AGREEMENT OR OTHER LICENSE AGREEMENT FOR ANY SOFTWARE PROVIDED IN CONNECTION WITH THE PRODUCT.

THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES, REPRESENTATION AND CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES, WITH THE SOLE EXCEPTION OF THE WARRANTY ABOVE, ARE EXPRESSLY DISCLAIMED AND EXCLUDED AND EXCEPT FOR THE WARRANTY ABOVE THE PRODUCT IS SOLD ON AN "AS IS, WHERE IS" BASIS. ANY REPRESENTATION OR WARRANTY, OR AFFIRMATION OF FACT, WHETHER MADE BY ANY SALES REPRESENTATIVE OR OTHER AGENT OF SMART OR ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE, EXPRESS OR IMPLIED, WHICH IS NOT SPECIFICALLY SET FORTH HEREIN ARE EXPRESSLY DISCLAIMED AND EXCLUDED AND WILL NOT BE BINDING UPON OR ENFORCEABLE AGAINST SMART.

Some states, provinces, and countries do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitation on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary by state, province or country, but only if and to the extent such rights cannot be disclaimed, excluded or limited in the applicable jurisdiction.

Limitation of Liability: THIS WARRANTY IS YOUR SOLE REMEDY AND SMART'S SOLE OBLIGATION FOR DEFECTS IN MATERIALS AND WORKMANSHIP IN THE PRODUCT AND ACCESSORIES. TO THE EXTENT ALLOWED BY LOCAL LAW, THE LIABILITY OF SMART TO YOU ARISING OUT OF THE PURCHASE AND SUPPLY OF THE PRODUCT AND RELATED ITEMS OR ITS OR THEIR USE, WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE, SHALL NOT IN ANY CASE EXCEED THE ORIGINAL COST TO THE PURCHASER OF THE PRODUCT.

SMART SHALL NOT BE LIABLE, WHETHER IN WARRANTY, CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR ON ANY OTHER BASIS, FOR ANY DAMAGES SUSTAINED BY THE PURCHASER OR ANY OTHER PERSON ARISING FROM OR RELATED TO LOSS OF USE, FAILURE OR INTERRUPTION IN THE OPERATION OF THE PRODUCT OR RELATED ITEMS, DELAY IN REPAIR OR REPLACEMENT, LOSS OF DATA OR FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OR LIABILITIES, LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, LEASE, MAINTENANCE, USE, PERFORMANCE FAILURE OR INTERRUPTION OF THE PRODUCT OR RELATED ITEMS. ALL SUCH DAMAGES AND LOSSES ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

ALL LIMITATIONS OF LIABILITY AND EXCLUSIVE REMEDIES HEREIN SHALL EXTEND TO SMART'S RELATED OR AFFILIATED ENTITIES AND ITS AND THEIR DIRECTORS, OFFICERS AND EMPLOYEES.

Data: If Product or component presented for repair or replacement is capable of retaining user-generated data, you are advised that repair or replacement may result in loss of the data.

IF YOU ARE AN AUSTRALIAN CONSUMER:

YOUR RIGHTS AS A CONSUMER

This section applies if you acquire the warranted products as a consumer within the meaning of the Australian Consumer Law.

The benefits provided to you under this warranty are in addition to other rights and remedies that you may have as a consumer under a law in relation to the goods or services to which this warranty relates.

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. For details about the Australian Consumer Law please see the following links: www.accc.gov.au or www.consumerlaw.gov.au.

OTHER CONSUMER PURCHASERS: Consult local authority regarding your rights and obligations.

SMART Technologies
3836 Research Road NW
Calgary, AB T2L 1Y1
CANADA

smarttech.com/support smarttech.com/contactsupport

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Warranty effective February 2016.

The SMART logo is rendered in a stylized, hand-drawn font. The letters are bold and slightly irregular, with a casual, sketchy appearance. The 'S' and 'M' are particularly prominent, with the 'A' having a unique shape. The 'R' and 'T' are also stylized, with the 'T' having a short horizontal bar.



Limited Product Warranty SMART kapp iQ interactive flat panels (kapp iQ) – Enterprise Product

This non-transferable limited warranty is provided to the original end user purchaser ("you") of a SMART hardware product (the "Product") from:

SMART Technologies ULC ("SMART")
3636 Research Road NW
Calgary, AB T2L 1Y1
Phone: +1.403.245.0333
Fax: 403.228.2500
smarttech.com

This warranty applies to SMART products purchased from a SMART authorized reseller or distributor.

SMART warrants that the Product and certain Accessories will be free from defects in materials and workmanship for the periods set out below ("Warranty Term"):

Product: a period of **two (2) years** from date of purchase

Accessories: floor stands, speakers: a period of **one (1) year** from the date of purchase

All other Accessories and parts listed on SMART's Parts Store at parts.smarttech.com: no warranty is provided (i.e. non-interactive pens, erasers, brackets, cables, batteries, power supply units)

This warranty applies to claims of which you have notified SMART during the Warranty Term.

WHAT SMART WILL DO TO HONOR THIS WARRANTY

If SMART receives notice during the Warranty Term that the Product does not conform to the above warranty, your exclusive remedy and SMART's sole obligation shall be for SMART to **repair or replace the Product** (or component of Product) that has proven to be defective at no cost to you except for the one-way shipping cost (plus any duties and taxes) of the Product or component to a SMART-authorized service center. Product must be returned in original packaging.

Upon receipt of returned Product or component, SMART will establish the cause of the problem. At the sole discretion of SMART, the defective Product or component will be either repaired or replaced. SMART offers Advance Replacement at an additional cost for select Products. If you have purchased optional Advanced Replacement, separate warranty terms may apply in addition to those set out in this Limited Product Warranty.

WHAT YOU MUST DO TO CLAIM THE WARRANTY

To make a claim under this warranty you will need to:

1. Contact SMART to register your claim and provide sufficient details to enable a SMART representative to assess the claim. It is a requirement to provide the serial number of the Product when requesting a warranty claim.
Contact SMART at:
Website: smarttech.com/contactsupport
Phone: 1.866.518.6791 (toll-free in the U.S./Canada) or +1.403.228.5940 (all other countries)
2. The SMART representative will first attempt to understand and correct the problem via telephone or e-mail. If SMART's representative is unable to correct the situation, the SMART representative will confirm the serial number of the Product. If appropriate, the SMART representative will then provide you with a Return of Merchandise Authorization (RMA) number.
3. Ship the Product (or component) to a SMART-authorized service center and in accordance with the shipping instructions of the SMART representative. Shipping to the SMART-authorized service center is at your cost. The RMA number must be clearly marked on the packaging of the item being returned.

DEFECTIVE HARDWARE OUT OF THE CARTON

If Product fails to function **within 30 days of the original purchase**, you must follow the same procedures as described above for warranty claims. Purchase dates must be supported by proof of purchase upon SMART's request. In such circumstances, replacement hardware Product or components, subject to availability, will be shipped to your location via ground transportation at SMART's cost. Defective Product or components must then be returned by you by ground transportation, as directed by SMART, at SMART's cost within 30 days of failure, or you will be liable to pay SMART for the purchase price of the replacement item.

DAMAGED IN SHIPPING

If Product arrives in visibly damaged condition you must note the damage on carrier delivery documents and advise **SMART or Distributor or Reseller** as soon as possible and before the expiry of ten (10) days after delivery at smarttech.com/contactsupport.

COST CLAIM

SMART may seek shipping costs or reimbursement from you of any reasonable costs incurred if the Product or component is found, at SMART's discretion, to be in good working order, the problem is not a consequence of a defect or manufacturing fault or where any of the warranty exclusions or limitations apply. Reasonable costs may include the costs of packaging, insurance, shipping, service or parts and labor.

DISCLAIMERS, EXCLUSIONS AND LIMITATIONS

This section applies to the fullest extent permitted by law.

Warranty Exclusions: This warranty will not apply to and SMART will not be liable for (i) any Product which is not purchased from a SMART authorized reseller or distributor; (ii) Product that has been damaged by accident, abuse, neglect, misuse, or causes other than ordinary use (see online Product manuals for further details at www.smarttech.com), including the direct application of any cleaning liquids, substances or abrasives to the hardware or onto any display surface other than in accordance with the cleaning and care instructions included in the User's Guide for the Product; (iii) Product which has been altered, changed, serviced or repaired by anyone other than SMART authorized repair personnel, or (iv) any Product on which the serial number has been defaced, modified or removed. Warranty service hereunder shall not operate to extend the original Warranty Term. The warranty excludes damage incurred in shipment by you or SMART authorized reseller or distributor.

Any charges associated with a rush-requested order or return, such as air express, are your responsibility.

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ALL LIMITATIONS OF LIABILITY AND EXCLUSIVE REMEDIES HEREIN SHALL EXTEND TO SMART'S RELATED OR AFFILIATED ENTITIES AND ITS AND THEIR DIRECTORS, OFFICERS AND EMPLOYEES.

Data: If Product or component presented for repair or replacement is capable of retaining user-generated data, you are advised that repair or replacement may result in loss of the data.

IF YOU ARE AN AUSTRALIAN CONSUMER:

YOUR RIGHTS AS A CONSUMER

This section applies if you acquire the warranted products as a consumer within the meaning of the Australian Consumer Law.

The benefits provided to you under this warranty are in addition to other rights and remedies that you may have as a consumer under a law in relation to the goods or services to which this warranty relates.

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. For details about the Australian Consumer Law please see the following links:
www.accc.gov.au or www.consumerlaw.gov.au.

OTHER CONSUMER PURCHASERS: Consult local authority regarding your rights and obligations.

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Warranty effective February 2016.

The SMART logo is rendered in a stylized, hand-drawn font. The letters are bold and slightly irregular, with a casual, sketchy appearance. The 'S' and 'M' are particularly prominent, with the 'S' having a thick, rounded shape and the 'M' being composed of two vertical strokes connected at the top. The 'A', 'R', and 'T' are also bold but more compact. The overall style is modern and approachable.



SMART kapp boards (kapp42/ kapp84) – North America, UK and ROW

Limited Product Warranty

This non-transferable limited warranty is provided to the original end user purchaser ("you") of a SMART hardware product (the "Product") from:

SMART Technologies ULC ("SMART")S
3636 Research Road NW
Calgary, AB T2L 1Y1
Phone: +1.403.245.0333
Fax: +1.403.228.2500
smarttech.com

This warranty applies to SMART products purchased from a SMART authorized reseller or distributor.

SMART warrants that the Product and certain Accessories will be free from defects in materials and workmanship for the periods set out below ("Warranty Term"):

Product: a period of one (1) year from date of purchase

All other Accessories and parts listed on SMART's Parts Store at parts.smarttech.com: no warranty is provided (i.e. non-interactive pens, erasers, brackets, cables, batteries, power supply units)

This warranty applies to claims of which you have notified SMART during the Warranty Term.

WHAT SMART WILL DO TO HONOR THIS WARRANTY

SMART offers Advanced Replacement at no cost to you following receipt of notice by SMART from you during the Warranty Term that the Product does not conform to the above warranty. SMART also offers optional Return for Repair at your request. Product must be returned in original packaging. In the event that Product supply is limited, SMART will process the request via the return for repair model. SMART will pay for shipping costs.

WHAT YOU MUST DO TO CLAIM THE WARRANTY

To make a claim under this warranty you will need to:

1. Contact SMART to register your claim and provide sufficient details to enable a SMART representative to assess the claim. It is a requirement to provide the serial number of the Product when requesting a warranty claim.
Contact SMART at:
Website: smarttech.com/contactsupport
Phone: 1.866.518.6791 (toll-free in the U.S./Canada) or +1.403.228.5940 (all other countries)
2. The SMART representative will first attempt to understand and correct the problem via telephone or e-mail. If SMART's representative is unable to correct the situation, the SMART representative will confirm the serial number of the Product. If appropriate, the SMART representative will then provide you with a Return of Merchandise Authorization (RMA) number.
3. Ship the Product (or component) to a SMART-authorized service center and in accordance with the shipping instructions of the SMART representative. The RMA number must be clearly marked on the packaging of the item being returned.

DEFECTIVE HARDWARE OUT OF THE CARTON

If Product fails to function **within 30 days of the original purchase**, you must follow the same procedures as described above for warranty claims. Purchase dates must be supported by proof of purchase upon SMART's request. In such circumstances, replacement hardware Product or components, subject to availability, will be shipped to your location via ground transportation at SMART's cost. Defective Product or components must then be returned by you by ground transportation, as directed by SMART, at SMART's cost within 30 days of failure, or you will be liable to pay SMART for the purchase price of the replacement item.

DAMAGED IN SHIPPING

If Product arrives in visibly damaged condition you must note the damage on carrier delivery documents and advise **SMART or Distributor or Reseller** as soon as possible and before the expiry of ten (10) days after delivery at smarttech.com/contactsupport.

COST CLAIM

SMART may seek shipping costs or reimbursement from you of any reasonable costs incurred if the Product or component is found, at SMART's discretion, to be in good working order, the problem is not a consequence of a defect or manufacturing fault or where any of the warranty exclusions or limitations apply. Reasonable costs may include the costs of packaging, insurance, shipping, service or parts and labor.

DISCLAIMERS, EXCLUSIONS AND LIMITATIONS

This section applies to the fullest extent permitted by law.

Warranty Exclusions: This warranty will not apply to and SMART will not be liable for (i) any Product which is not purchased from a SMART authorized reseller or distributor; (ii) Product that has been damaged by accident, abuse, neglect, misuse, or causes other than ordinary use (see online Product manuals for further details at www.smarttech.com), including the direct application of any cleaning liquids, substances or abrasives to the hardware or onto any display surface other than in accordance with the cleaning and care instructions included in the User's Guide for the Product; (iii) Product which has been altered, changed, serviced or repaired by anyone other than SMART authorized repair personnel, or (iv) any Product on which the serial number has been defaced, modified or removed.

Warranty service hereunder shall not operate to extend the original Warranty Term. The warranty excludes damage incurred in shipment by you or SMART authorized reseller or distributor.

Any charges associated with a rush-requested order or return, such as air express, are your responsibility.

THIS WARRANTY DOES NOT REPLACE, MODIFY OR SUPPLEMENT THE WARRANTIES FOUND IN THE APPLICABLE END USER LICENSE AGREEMENT OR OTHER LICENSE AGREEMENT FOR ANY SOFTWARE PROVIDED IN CONNECTION WITH THE PRODUCT.

THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES, REPRESENTATION AND CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES, WITH THE SOLE EXCEPTION OF THE WARRANTY ABOVE, ARE EXPRESSLY DISCLAIMED AND EXCLUDED AND EXCEPT FOR THE WARRANTY ABOVE THE PRODUCT IS SOLD ON AN "AS IS, WHERE IS" BASIS. ANY REPRESENTATION OR WARRANTY, OR AFFIRMATION OF FACT, WHETHER MADE BY ANY SALES REPRESENTATIVE OR OTHER AGENT OF SMART OR ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE, EXPRESS OR IMPLIED, WHICH IS NOT SPECIFICALLY SET FORTH HEREIN ARE EXPRESSLY DISCLAIMED AND EXCLUDED AND WILL NOT BE BINDING UPON OR ENFORCEABLE AGAINST SMART.

Some states, provinces, and countries do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitation on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary by state, province or country, but only if and to the extent such rights cannot be disclaimed, excluded or limited in the applicable jurisdiction.

Limitation of Liability: THIS WARRANTY IS YOUR SOLE REMEDY AND SMART'S SOLE OBLIGATION FOR DEFECTS IN MATERIALS AND WORKMANSHIP IN THE PRODUCT AND ACCESSORIES. TO THE EXTENT ALLOWED BY LOCAL LAW, THE LIABILITY OF SMART TO YOU ARISING OUT OF THE PURCHASE AND SUPPLY OF THE PRODUCT AND RELATED ITEMS OR ITS OR THEIR USE, WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE, SHALL NOT IN ANY CASE EXCEED THE ORIGINAL COST TO THE PURCHASER OF THE PRODUCT.

SMART SHALL NOT BE LIABLE, WHETHER IN WARRANTY, CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR ON ANY OTHER BASIS, FOR ANY DAMAGES SUSTAINED BY THE PURCHASER OR ANY OTHER PERSON ARISING FROM OR RELATED TO LOSS OF USE, FAILURE OR INTERRUPTION IN THE OPERATION OF THE PRODUCT OR RELATED ITEMS, DELAY IN REPAIR OR REPLACEMENT, LOSS OF DATA OR FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OR LIABILITIES, LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, LEASE, MAINTENANCE, USE, PERFORMANCE FAILURE OR INTERRUPTION OF THE PRODUCT OR RELATED ITEMS. ALL SUCH DAMAGES AND LOSSES ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

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Data: If Product or component presented for repair or replacement is capable of retaining user-generated data, you are advised that repair or replacement may result in loss of the data.

IF YOU ARE AN AUSTRALIAN CONSUMER:

YOUR RIGHTS AS A CONSUMER

This section applies if you acquire the warranted products as a consumer within the meaning of the Australian Consumer Law.

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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. For details about the Australian Consumer Law please see the following links: www.accc.gov.au or www.consumerlaw.gov.au.

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Warranty effective February 2016.

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If purchases are made through a reseller, this Agreement is the complete and exclusive statement of the mutual understanding of Licensor and Customer as it relates to the licensing of the software and supersedes and cancels all previous written and oral agreements and communications between Licensor and Customer relating to the subject matter of this Agreement. Nothing in this Agreement modifies any terms and conditions between the Customer and any prime contractor under which the Licensor's Products were ordered.

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Subject to compliance with the terms and conditions of this Agreement, Licensor grants to You a perpetual, non-exclusive, non-transferable, worldwide license to reproduce and use within Your Organization (as defined below) up to four (4) copies of SUSE Enterprise Storage deployed on one (1) to two (2) CPU socket server nodes and up to four (4) copies of SUSE Linux Enterprise Server deployed on the same one (1) to two (2) CPU socket server nodes for the sole purpose of running up to four (4) copies of the SES Object Storage Daemon (as defined in SUSE's Terms and Conditions available at https://www.suse.com/products/terms_and_conditions.pdf, attached hereto and made a part hereof as Exhibit A ("Terms and Conditions")) component on same server nodes within a specific storage cluster. With respect to the same storage cluster, Licensor grants to You a perpetual, non-exclusive, non-transferable, worldwide license to reproduce and use within Your Organization (as defined in the general license grant section above) up to six (6) copies of SUSE Enterprise Storage and up to six (6) copies of SUSE Linux Enterprise Server for the sole purpose of running up to six (6) SES Infrastructure Nodes (as defined in the Terms and Conditions) on the same storage cluster.

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B. Questionnaire. Within seven (7) days of Licensor's request, You shall furnish Licensor or its designated independent auditor ("Auditor") a completed questionnaire provided by Licensor or Auditor, accompanied with a written statement signed by a director of Your Organization certifying the accuracy of the information provided; and

C. Access. Provide representatives of Licensor or Auditor any necessary assistance and access to records and computers to allow an inspection and audit of Your computers and records, during Your normal business hours, for compliance with the applicable Agreement and fully cooperate with such audit.

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Universal Amendment to Software License Agreements for SUSE LLC Software Products

This Universal Amendment ("Amendment") is between SUSE LLC ("Licensor") and the Authorized End User Licensee ("Authorized Licensee"), as defined below, and modifies SUSE LLC's GSA End User License Agreements (including Volume License Agreements and associated program guide, as applicable, attached hereto and made a part hereof as Exhibit B, and SUSE Support Flyer attached hereto and made a part hereof as Exhibit C) for SUSE software and related services ("License Agreement") purchased by an Authorized Licensee. The Amendment is effective as of the date the End User License Agreement is effective for the Authorized Licensee ("Effective Date").

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11. Termination. Licensee's termination rights shall be governed by FAR 52.212-4(l) and (m).

12. Equitable Remedies. Any provision of the License Agreement providing for equitable remedies against the U.S. Government, including an injunction, is deleted to the extent the provision violates the U.S. Government's sovereign immunity or is in violation of an applicable federal law. Nothing in this paragraph shall prevent Licensor from filing a claim or limit damages under the Contract Disputes Act of 1978, as amended (41 USC §§7101-7109).

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EXHIBIT A to
SUSE® Linux Enterprise GSA End User License Agreement for SUSE products
SUSE Subscription Services Terms and Conditions

Terms and Conditions

for SUSE Subscription Offerings

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1. **Acceptance.** By both parties executing this Agreement in writing or a purchase order incorporating this Agreement in writing, you (“You”) accept this agreement (“Agreement”) with SUSE LLC (“SUSE”). IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY TO THIS AGREEMENT, AND THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU OR THE COMPANY DOES NOT AGREE WITH THE TERMS OF THIS AGREEMENT, YOU SHOULD NOT ACCEPT IT. If you are accepting this Agreement on behalf of your company, then the terms “you” and “your” refer to the Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document. If you have previously accepted a different version of this agreement, this Agreement supersedes that agreement. “Subscription Offering” means a SUSE offering you acquire for a “SUSE Product” (e.g., subscription services available with SUSE Linux Enterprise Server (“SLES”) products, whether designated as Basic, Standard, or Priority Subscription) and may include Subscriptions for non-SUSE products. A “SUSE Product” is a software product that you acquire directly or indirectly from SUSE for which Subscription Offerings are made available.
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 - 5.3. **No Mixing of Subscription Offerings.** Subscription Offerings may only be applied to the exact SUSE Product for which the Subscription Offering was acquired (by way of example and not limitation, you cannot apply Subscription Offering benefits for the x86 platform version of SUSE® Linux Enterprise Server (SLES) to the z System platform version of SLES, nor may you apply Subscription Offerings benefits for SLES to SLES for SAP Applications). You may not mix 1-2 Virtual Machine Subscription Offerings with Unlimited Virtual Machine Subscription Offerings on the same Physical Server. All Subscription Offerings must be of the same type on a Physical Server.

With respect to Subscription Offerings for such an exact SUSE Product, you may concurrently benefit from Standard Subscription Offerings and from Priority Subscription

Offerings. However, with the exception of self-support Subscription Offerings such as Academic Offerings or Developer Offerings, under no circumstances are You permitted to concurrently benefit from a Basic Subscription Offering and a Standard and/or Priority Subscription Offering.

SUSE's Basic Subscription Offerings are no longer offered since May 1st 2015 for SUSE Linux Enterprise Server for x86 and/or x86-64 and from April 1st 2016 for SUSE Linux Enterprise Server for POWER. Notwithstanding the foregoing restriction on concurrently benefiting from a Basic Subscription Offering and a Standard and/or Priority Subscription Offering, if You have Basic Subscription Offerings for SUSE Linux Enterprise Server for x86 and/or x86-64 which expire after May 1st 2015 or Basic Subscription Offerings for SUSE Linux Enterprise Server for POWER which expire after April 1st 2016, You may continue to benefit from those Basic Subscription Offerings until they expire even if this means concurrently benefiting with Standard and/or Priority Subscription Offerings. These Basic Subscription Offerings cannot be renewed.

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8. **Product Support Lifecycle and Application of Current Software.** SUSE's product support lifecycle provides support availability guidelines for SUSE Products and is described at: <https://www.suse.com/support/policy.html>. Subscription Offering benefits may be conditioned on You having applied the most current maintenance software available; for example, once a new Service Pack becomes available, support may be conditioned on You having applied that Service Pack. Similarly, support for Modules may be conditioned on You having updated to the most recent Module version made available by SUSE.
9. **Changes to this Agreement.** From time to time SUSE may make changes to this Agreement including changes to Subscription Offering Units in Exhibit A.. Any material updates to this agreement shall be presented to Ordering Activity for review and will not be effective unless and until both parties sign a written agreement updating these terms.
10. **Warranty Disclaimer, Limitation of Liability and Reserved Rights.** SUSE WARRANTS THAT THE SOFTWARE OR SERVICES WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SOFTWARE OR SERVICES WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, AND EXCEPT AS OTHERWISE RESTRICTED BY LAW, SUSE, ON BEHALF OF ITSELF AND ITS AFFILIATES, SUPPLIERS, DISTRIBUTORS, DEALERS, RETAILERS AND RESELLERS (COLLECTIVELY "THIRD PARTIES") DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. SUSE AND THIRD PARTIES MAKE NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THE END USER LICENSE AGREEMENT ACCOMPANYING THE SOFTWARE. NEITHER SUSE NOR THIRD PARTIES WARRANT THAT THE SOFTWARE OR SERVICES WILL SATISFY YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. SUSE AND THIRD PARTIES RESERVE ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN AND GRANT NO ADDITIONAL RIGHTS, LICENSES OR COVENANTS BY IMPLICATION, ESTOPPEL, OR OTHERWISE. NEITHER SUSE NOR ITS AFFILIATES, THIRD PARTIES, SUBSIDIARIES, OR EMPLOYEES WILL IN ANY CASE BE LIABLE FOR ANY OF THE FOLLOWING: (A) ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, TORT, ECONOMIC, OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR SERVICES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES; OR (B) AGGREGATE LIABILITY FOR DIRECT DAMAGES TO PROPERTY OR PERSON (WHETHER IN ONE INSTANCE OR A SERIES OF INSTANCES) EXCEEDING 1.25 TIMES THE AMOUNT PAID BY YOU FOR THE SOFTWARE OR SERVICES OUT OF WHICH SUCH CLAIM AROSE (OR \$50 (U.S.)) IF YOU RECEIVED THE SOFTWARE OR SERVICES FREE OF CHARGE). THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.
11. **Law and Integration.** All matters arising out of or relating to the Agreement will be governed by the substantive laws of the United States without regard to its choice of law provisions. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. This Agreement constitutes the entire agreement between You and SUSE and its Third Parties with respect to the Subscription Offerings. It may be modified only by a written agreement executed by both parties.

12. **Transfer.** This Agreement may not be transferred or assigned without the prior written approval of SUSE; any other transfer or assignment or attempted transfer or assignment shall be null and void.
13. **Translations.** For Your convenience, SUSE may from time to time make available translated versions of this Agreement. You acknowledge and agree that such translations are merely a convenience. In the event of any conflict between any such translated version and this Agreement, this Agreement shall govern.

Exhibit A – Matrix of SUSE Products

SUSE Product	Unit of Measure	Stackable	Details
SUSE Linux Enterprise Server (“SLES”)			
SLES for x86, AMD64 & Intel64, x86 & x86-64) per 1-2, 4 or 8 Sockets per physical, x86 & x86-64, pre-May 2015	Physical Server. Physical Deployment only	No	Appendix A
SLES for x86, AMD64 & Intel64, x86 & x86-64) per 1-2, 4 or 8 Sockets per Unlimited Virtual Instances, x86 & x86-64, pre-May 2015	Physical Server. Unlimited Virtual Instances per Physical Server	No	Appendix A
SUSE Linux Enterprise Server, x86 & x86-64, 1-2 Sockets or 1-2 Virtual Machines	(x86 & x86-64) per 1-2 Sockets per Server or 1-2 Virtual Machines	Yes	Appendix A
SUSE Linux Enterprise Server, x86 & x86-64, 1-2 Sockets with Unlimited Virtual Machines	(x86 & x86-64) per 1-2 Sockets with Unlimited Virtual Machines per Physical Server	Yes	Appendix A
SUSE Linux Enterprise Server for Education Usage, x86 & x86-64, 1-2 Sockets with Unlimited Virtual Machines	(x86 & x86-64) per 1-2 Sockets with Unlimited Virtual Machines per Physical Server	Yes	Appendix A
SUSE Linux Enterprise Server for Education Usage, x86 & x86-64, 1-2 Sockets or 1-2 Virtual Machines	(x86 & x86-64) per 1-2 Sockets per Server or 1-2 Virtual Machines	Yes	Appendix A
SUSE Linux Enterprise Server for Education Usage with Lifecycle Management, x86 & x86-64, 1-2 Sockets with Unlimited Virtual Machines	(x86 & x86-64) per 1-2 Sockets per Server or 1-2 Virtual Machines	Yes	Appendix A
SUSE Linux Enterprise Server for(s390x) per IFL or CP per z Systems and LinuxONE, s390x	IBM LinuxONE Physical Server	Yes	Appendix A
SUSE Linux Enterprise Server for(ppc64) POWER, ppc64, pre-Apr 2016	per Socket per Physical Server	Yes	Appendix A
SUSE Linux Enterprise Server for(ppc64le) POWER, ppc64le, pre-Apr 2016	per Socket per Physical Server	Yes	Appendix A
SUSE Linux Enterprise Server for(ppc64) POWER, ppc64, 1-2 Sockets or 1-2 Virtual Machines	per 1-2 Sockets per Physical Server or 1-2 Virtual Machines	Yes	Appendix A
SUSE Linux Enterprise Server for(ppc64le) POWER, ppc64le, 1-2 Sockets or 1-2 Virtual Machines	per 1-2 Sockets per Physical Server or 1-2 Virtual Machines	Yes	Appendix A

SUSE Product	Unit of Measure	Stackable	Details
SUSE Linux Enterprise Server for(ppc64) per 1-2 Sockets with Unlimited POWER, ppc64, 1-2 Sockets with Virtual Machines per Physical Server Unlimited Virtual Machines		Yes	Appendix A
SUSE Linux Enterprise Server for(ppc64le) 1-2 Sockets with Unlimited POWER, ppc64le, 1-2 Sockets Virtual Machines per Physical Server with Unlimited Virtual Machines		Yes	Appendix A
SUSE Linux Enterprise Server for(ia64) per Socket per Physical Server Itanium Processor Family, ia64		Yes	Appendix A
SUSE Linux Enterprise Server for(Arm AArch64) per 1-2 Sockets per Physical Server or 1-2 Virtual Machine	Arm 1-2 Virtual Machines	Yes	Appendix A
SUSE Linux Enterprise Server for(Arm AArch64) per 1-2 Sockets with Arm Unlimited Virtual Machines	Unlimited Virtual Machines per Physical Server	Yes	Appendix A
SUSE Linux Enterprise Server for(Arm AArch64) per group of 4 Cores Arm 1-2 Virtual Machines		Yes	Appendix A
SUSE Linux Enterprise Server for(Arm AArch64) per group of 4 Cores Arm Unlimited Virtual Machines		Yes	Appendix A
SUSE Linux Enterprise Server for(Raspberry Pi 3 Model B) per Physical Raspberry Pi	System	Yes	Appendix A
SUSE Linux Enterprise Server with Expanded Support	(x86 & x86-64) per 1-2 Sockets or 1-2 Virtual Machines	Yes	Appendix A
SUSE Linux Enterprise Server with Expanded Support with Unlimited Virtual Machines	(x86 & x86-64) per 1-2 Sockets with Unlimited Virtual Machines	Yes	Appendix A
SUSE Linux Enterprise Server for SAP Applications (“SLES for SAP Application”)			
SUSE Linux Enterprise Server for(x86-64) per 1-2 or 4 or 8 Sockets per SAP Applications for AMD64 & Intel64, physical, (x86-64), pre-May 2015	Physical Server	No	Appendix A
SUSE Linux Enterprise Server for(x86-64) per 1-2 or 4 or 8 Sockets per SAP Applications for AMD64 & Intel64, Unlimited Virtual Instances, x86-64, pre-May 2015	Physical Server. Unlimited Virtual Instances per Physical Server	No	Appendix A
SUSE Linux Enterprise Server for(x86-64) per 1-2 Sockets per Physical SAP Applications, x86-64, 1-2 Sockets or 1-2 Virtual Machines	Server or 1-2 Virtual Machines	Yes	Appendix A
SUSE Linux Enterprise Server for(x86-64) per 1-2 Sockets with Unlimited SAP Applications, x86-64, 1-2 Sockets with Unlimited Virtual	Virtual Machines per Physical Server	Yes	Appendix A

SUSE Product	Unit of Measure	Stackable	Details
Machines			
SUSE Linux Enterprise Server for (ppc64) 1-2 Sockets with Unlimited Virtual SAP Applications, POWER, 1-2 Sockets with Unlimited Virtual	Machines per Physical Server	Yes	Appendix A
Machines			
SUSE Linux Enterprise (“SLE”) Extensions			
SUSE Linux Enterprise High Availability Extension for x86, AMD64 & Intel64 (SLE HA), x86 & x86-64, pre-May 2015	(x86 & x86-64) per 1-2 or 4 or 8 Sockets per Physical Server. Inherited Virtualization	No	Appendix B
SUSE Linux Enterprise High Availability Extension (SLE HA), x86 & x86-64	(x86 & x86-64) per 1-2 Sockets per Physical Server or 1-2 Virtual Machines with Inherited Virtualization	Yes	Appendix B
SUSE Linux Enterprise High Availability Extension (SLE HA), ppc64	(ppc64) per Socket per Physical Server	Yes	Appendix B
SUSE Linux Enterprise High Availability Extension (SLE HA), ia64	(ia64) per Socket per Physical Server	No	Appendix B
SUSE Linux Enterprise High Availability Extension (SLE HA), s390x	(s390x) per IFL or CP per IBM z Systems Physical Server	Yes	Appendix B
Geo Clustering for SUSE Linux Enterprise High Availability Extension for x86, AMD64 & Intel64 (Geo SLE HA), x86 & x86-64, pre-May 2015	(x86 & x86-64) per 1-2 or 4 or 8 Sockets per Physical Server. Inherited Virtualization	No	Appendix B
Geo Clustering for SUSE Linux Enterprise High Availability Extension (Geo SLE HA), x86 & x86-64	(x86 & x86-64) per 1-2 Sockets per Physical Server; requires SUSE Linux Enterprise High Availability Extension Subscription Offering for (x86 & x86-64)	Yes	Appendix B
Geo Clustering for SUSE Linux Enterprise High Availability Extension (Geo SLE HA), s390x	(s390x) per IFL or CP on z Systems; requires SUSE Linux Enterprise High Availability Extension Subscription Offering for (s390x)	Yes	Appendix B
SUSE Linux Enterprise Live Patching, x86-64	(x86-64) per 1-2 Sockets per Physical Server or 1-2 Virtual Machines	Yes	Appendix B
SUSE Linux Enterprise Live Patching, ppc64le	(ppc64le) per 1-2 Sockets per Physical Server or 1-2 Virtual Machines	Yes	Appendix B

SUSE Product	Unit of Measure	Stackable	Details
SUSE Linux Enterprise Server Long Term Service Pack Support, x86, for:	(x86) per 1-100 or 1-500 or Unlimited Instances for the specified Service Pack	No	Appendix J
<ul style="list-style-type: none"> • 1-100 Instances • 1-500 Instances • Unlimited Instances 			
SUSE Linux Enterprise Server Long Term Service Pack Support, x86-64, for:	(x86-64) per 1-100 or 1-500 or Unlimited Instances for the specified Service Pack	No	Appendix J
<ul style="list-style-type: none"> • 1-100 Instances • 1-500 Instances • Unlimited Instances 			
SUSE Linux Enterprise Server Long Term Service Pack Support, z Systems, s390x, for:	(s390x) per 1-5 IFLs or 1-10 IFLs or Unlimited IFLs for the specified Service Pack	No	Appendix J
<ul style="list-style-type: none"> • 1-5 IFLs • 1-10 IFLs • Unlimited IFLs 			
SUSE Linux Enterprise Server Long Term Service Pack Support, x86 & x86-64	x86 & x86-64) per 1-2 Sockets with Unlimited Virtual Machines per Physical Server	Yes	Appendix J
SUSE Linux Enterprise Server Long Term Service Pack Support, ppc64	(ppc64) per 1-2 Sockets with Unlimited Virtual Machines per Physical Server	Yes	Appendix J
SUSE Linux Enterprise for High Performance Computing Long Term Service Pack Support, x86- 64, Arm	(x86-64, AArch64) per 1-2 Sockets per Physical Server	Yes	Appendix J
SUSE Linux Enterprise Real Time Extension (SLE RT), x86-64	(x86-64) per Physical Server	No	Appendix B
SUSE Linux Enterprise Workstation Extension, x86-64	(x86-64) per Instance; requires SUSE Linux Enterprise Server Subscription Offering for x86-64	No	Appendix B
Virtual Machine Driver Pack Extension up to 4 Virtual Images (VMDP), x86 & x86-64	(x86 & x86-64) per 1-4 Virtual Instances per Physical Server	No	Appendix B
Virtual Machine Driver Pack Extension, unlimited Virtual	(x86 & x86-64) per Unlimited Virtual	No	Appendix B

SUSE Product	Unit of Measure	Stackable	Details
Images (VMDP), x86 & x86-64	Instances per Physical Server		
SUSE Linux Enterprise High Availability Extension with Expanded Support	(x86 & x86-64) per 1-2 Sockets with Inherited Virtualization, Inherited Subscription	Yes	Appendix B
SUSE Manager			
SUSE Manager Server for Intel64 (x86-64 or s390x) & AMD64, x86-64 or s390x	per Instance	No	Appendix E
SUSE Manager Server for Intel64 (x86-64) & AMD64, up to 50 Managed Instances, x86-64	per Instance for up to 50 Managed Instances	No	Appendix E
SUSE Manager Proxy for Intel64 & AMD64, x86-64	(x86-64) per Instance	No	Appendix E
SUSE Manager for Retail Branch Server, Intel64 & AMD64, x86-64	Per 1-2 Sockets with Unlimited Virtual Machines per Physical Server	No	Appendix E
SUSE Manager for Retail Branch Server All-in-one, Intel64 & AMD64, x86-64	Per 1-2 Sockets with Unlimited Virtual Machines per Physical Server	No	Appendix E
SUSE Manager Monitoring, physical deployment, x86 or x86-64 or ppc64 or ppc64le or ia64	(x86 or x86-64 or ppc64 or ppc64le or ia64) per 1-2 Sockets per Physical Server	Yes	Appendix E
SUSE Manager Monitoring (s390x)	(s390x) per IFL or CP per IBM z Systems Business Class or Enterprise Class Physical Server	Yes	Appendix E
SUSE Manager Monitoring, virtualized deployment, x86 or x86-64 or ppc64 or ppc64le or ia64	(x86 or x86-64 or ppc64 or ppc64le or ia64) per 1-2 Instances	Yes	Appendix E
SUSE Manager Monitoring, virtualized deployment	(x86 or x86-64 or ppc64 or ppc64le or ia64) per 1-2 Sockets per Physical Server.	Yes	Appendix E
Unlimited Virtualization, x86 or x86-64 or ppc64 or ppc64le or ia64	Unlimited Virtual Instances per Physical Server		
SUSE Manager Lifecycle Management, physical deployment, x86 or x86-64 or ppc64 or ppc64le or ia64	(x86 or x86-64 or ppc64 or ppc64le or ia64) per 1-2 Sockets per Physical Server	Yes	Appendix E
SUSE Manager Lifecycle	(x86 or x86-64 or ppc64 or ppc64le or ia64) per 1-2 Sockets per Physical Server	Yes	Appendix E

SUSE Product	Unit of Measure	Stackable	Details
Management, virtualized deployment, x86 or x86-64 or ppc64 or ppc64le or ia64	ia64) per 1-2 Instances or per 1-2 Virtual Instances		
SUSE Manager Lifecycle Management, physical deployment, Arm AArch64	(Arm AArch64) per group of 4 Cores	Yes	Appendix E
SUSE Manager Lifecycle Management, physical deployment, Arm AArch64	(Arm AArch64) per 1-2 Sockets per Physical Server	Yes	Appendix E
SUSE Manager Lifecycle Management, virtualized deployment, x86 or x86-64 or ppc64 or ppc64le or ia64	(x86 or x86-64 or ppc64 or ppc64le or ia64 or Arm AArch64), per 1-2 Sockets per Physical Server. Unlimited Virtual Instances per Physical Server	Yes	Appendix E
SUSE Manager Lifecycle Management, virtualized deployment, s390x	(s390x) per IFL or CP per IBM z Business Class or Enterprise Class Physical Server. Unlimited Virtual Instances per Physical Server	Yes	Appendix E
SUSE Manager Virtualization Management, x86-64	(x86-64) Per 1-2 Sockets per Physical Server	Yes	Appendix E
SUSE Manager Management Pack for Microsoft System Center	Per Microsoft System Center Operations Manager (SCOM) Instance	No	Appendix E
SUSE Linux Enterprise Desktop			
SUSE Linux Enterprise Desktop, x86 & x86-64	(x86 & x86-64) per Instance	No	Appendix G
SUSE Linux Enterprise Workstation Extension, x86-64	(x86-64) per Instance	No	Appendix B
SUSE Linux Enterprise Desktop for Education Usage with Lifecycle Management, x86 & x86-64, 1 Instance	(x86 & x86-64) per Instance	No	Appendix G
SUSE OpenStack Cloud			
SUSE OpenStack Cloud Control Node plus SUSE OpenStack Cloud Administration/Deployer Server MSRP, (x86-64)	(x86-64) per 1-2 Physical Servers	No	Appendix D
SUSE OpenStack Cloud Control Node MSRP	(x86-64) per Physical Server	No	Appendix D
SUSE OpenStack Cloud	(x86-64) per 1-2 Sockets per Physical	Yes	Appendix D

SUSE Product	Unit of Measure	Stackable	Details
Compute Node MSRP	Server		
SUSE OpenStack Cloud Swift Storage Node MSRP	(x86-64) per 1-2 Sockets per Physical Server	Yes	Appendix D
SUSE OpenStack Cloud Control Node for VMware	x86-64) per Physical Server	No	Appendix D
SUSE OpenStack Cloud Control Node for zVM	x86-64) per Physical Server	No	Appendix D
SUSE OpenStack Cloud Monitoring	(86-64) per 1-2 Sockets per Physical Server	Yes	Appendix D
SUSE Enterprise Storage			
SUSE Enterprise Storage Base Configuration, x86-64	(x86-64) per 4 OSD Nodes with 1-2 Sockets per Physical Server	No	Appendix F
SUSE Enterprise Storage Expansion Node, x86-64	(x86-64) per 1 OSD Node with 1-2 Sockets per Physical Server and up to 1 Instance of SES Infrastructure Node per 1-2 Socket per Physical Server or per 1 Virtual Machine	Yes	Appendix F
SUSE Enterprise Storage Base Configuration, AArch64	(AArch64) per 4 OSD Nodes with 1-2 Sockets per Physical Server	No	Appendix F
SUSE Enterprise Storage Expansion Node, AArch64	(AArch64) per 1 OSD Node with 1-2 Sockets per Physical Server and up to 1 Instance of SES Infrastructure Node per 1-2 Socket per Physical Server or per 1 Virtual Machine	No	Appendix F
SUSE Enterprise Storage deployed with Rook, x86-64	(x86-64) up to 12 OSDs	Yes	Appendix F
SUSE Enterprise Storage deployed with Rook	(AArch64) up to 12 OSDs	Yes	Appendix F
SUSE CaaS Platform			
SUSE CaaS Platform, x86-64, 1-2 Sockets or 1 Virtual Machine	(x86-64) per 1-2 Sockets per Physical Server or 1 Virtual Machine	Yes	Appendix H
SUSE CaaS Platform Migration Offering with Special Conditions, x86-64, 1-2 Sockets or 1 Virtual Machine	(x86-64) per 1-2 Sockets per Physical Server or 1 Virtual Machine	Yes	Appendix H
SUSE CaaS Platform, x86-64, 1-2 Sockets with Unlimited Virtual Machines	(x86-64) per 1-2 Sockets with Unlimited Virtual Machines per Physical Server	Yes	Appendix H
SUSE CaaS Platform Migration Offering with Special Conditions, x86-64, 1-2 Sockets with	(x86-64) per 1-2 Sockets with Unlimited Virtual Machines per Physical Server	Yes	Appendix H

SUSE Product	Unit of Measure	Stackable	Details
Unlimited Virtual Machines			
SUSE Cloud Application Platform (“CAP”)			
SUSE Cloud Application Platform, x86-64, 1 Core or 2 vCPUs	(x86-64) per 1 Core or 2 vCPUs	Yes	Appendix I
SUSE Cloud Application Platform (with infrastructure), x86-64, 1 Core or 2 vCPUs	(x86-64) per 1 Core or 2 vCPUs	Yes	Appendix I
SUSE Linux Enterprise Point of Service			
SUSE Linux Enterprise Point of Service Client (“SLE POS Client”), x86	(x86) per Device	No	Appendix C
SUSE Linux Enterprise Point of Service Branch Server (“SLE POS Branch Server”), x86 & x86-64	(x86 & x86-64) per Instance	No	Appendix C
SUSE Linux Enterprise Point of Service Administration Server (“SLE POS Admin Server”), x86 & x86-64	(x86 & x86-64) per Instance	No	Appendix C
SUSE Linux Enterprise for High Performance Computing			
SUSE Linux Enterprise for High Performance Computing (“SLE HPC”), x86-64 & Arm	(x86-64, AArch64) per 1-2 Sockets or 1-2 Virtual Machine per Physical Server	Yes	Appendix K
SUSE Linux Enterprise for High Performance Computing ESPOS (“SLE HPC ESPOS”), x86-64 & Arm	(x86-64, AArch64) per 1-2 Sockets or 1-2 Virtual Machine per Physical Server	Yes	Appendix K
SUSE Linux Enterprise for High Performance Computing LTSS (“SLE HPC LTSS”), x86-64 & Arm	(x86-64, AArch64) per 1-2 Sockets per Physical Server	Yes	Appendix K

Appendix A – SUSE Linux Enterprise Server

SUSE Linux Enterprise Server Subscription Offerings and Units of Measure

Effective May 1st 2015 for SUSE Linux Enterprise Server for x86 and x86-64, and effective April 1st 2016 for SUSE Linux Enterprise Server for POWER.

Operating Environments and Unit of Measure.

Each Physical Server, Virtualization Host or Virtualization Environment on which SUSE Linux Enterprise Server is deployed, installed, used or executed must have a Subscription Offering. Except for our Arm AArch64 processor Subscription offerings, Units of Measure do not differentiate between single core, multi-core or simultaneous multi-threading capable Processors.

For Virtualization Environments, if the Unit of Measure chosen is per number of Sockets with Unlimited Virtual Machines per Physical Server, only Physical Servers for which the appropriate Subscription Offering has been acquired may be used to deploy such Virtualization Environment, irrespective of whether such Physical Server is actually used or for how long such Physical Server is used.

A SUSE Linux Enterprise Server Subscription Offering must not be used as Subscription Offering for SUSE Linux Enterprise Server for SAP Applications. However, a Subscription Offering for SUSE Linux Enterprise Server for SAP Applications can alternatively (but not concurrently) be used as a SUSE Linux Enterprise Server Subscription Offering.

To change the deployment type of a Product during the Subscription Offering period, You must choose the highest valued Subscription Offering matching Your different deployment types for this Product. For example, if You deploy the higher valued SUSE Linux Enterprise Server Subscription Offering for '1-2 Sockets with Unlimited Virtual Machines' during the Subscription Offering period for a deployment scenario matching a lower valued (when compared to the 1-2 Sockets with Unlimited Virtual Machines Subscription Offering) '1-2 Sockets or 1-2 Virtual Machines', You may continue to use the higher valued Subscription Offering for the remaining subscription period. However, You may not deploy the lower valued SUSE Linux Enterprise Server Subscription Offering for '1-2 Sockets or 1-2 Virtual Machines' during the Subscription Offering period for a deployment type matching the higher valued '1-2 Sockets with Unlimited Virtual Machines' Subscription Offering.

Subscription Offerings for 1-2 Sockets or 1-2 Virtual Machines

These Subscription Offerings are intended for flexible deployments on Physical Servers and low-density or cloud virtualization.

Deployment on Physical Servers

The number of Subscription Offerings needed for a Physical Server is determined by the number of Sockets in the Physical Server.

Physical Servers with 1 - 2 Sockets need 1 Subscription Offering for "1-2 Sockets or 1-2 Virtual Machines."

For Physical Servers with more than 2 Sockets, Subscription Offerings are Stackable to match or exceed the number of Sockets. For example, a Physical Server with 4 Sockets needs 2 Subscription Offerings for "1-2 Sockets or 1-2 Virtual Machines."

Subscription Offerings can be transferred to new and/or different Physical Servers. For example, when 10 Physical Servers with 2 Sockets each are replaced by 4 Physical Servers with 4 Sockets each, the 10 “1-2 Sockets or 1-2 Virtual Machines” Subscription Offerings can be transferred to the new Physical Servers. In this example, a total of 8 Subscription Offerings (2 per Physical Server with 4 Sockets) are transferred to the new Physical Servers. You can use the remaining 2 Subscription Offerings for later deployments.

Low-Density or Cloud Deployments

Up to 2 Virtual Machines running on the same Virtualization Host or Virtualization Environment or within the same Private Cloud account or Public Cloud zone can be deployed with one “1-2 Sockets or 1-2 Virtual Machines” Subscription Offering.

Subscription Offerings for “1-2 Sockets or 1-2 Virtual Machines” can also be repurposed as Virtual Machines on any Virtualization Host, Virtualization Environment or with any certified Cloud Services provider (CSP).

At any point in time, a Subscription Offering for “1-2 Sockets or 1-2 Virtual Machines” can only be deployed either on a Physical Server or as Virtual Machines. For clarity, a Subscription Offering for “1-2 Sockets or 1-2 Virtual Machines” cannot be used for 1 Socket on a Physical Server and 1 Virtual Machine.

Subscription Offerings for “1-2 Sockets or 1-2 Virtual Machines” may not be used as a Virtualization Host. Virtualization Host capability is provided pursuant to the Subscriptions for 1-2 Sockets with Unlimited Virtual Machine defined below.

Subscription Offerings for 1-2 Sockets with Unlimited Virtual Machines

For high-density Virtualized Deployment a Subscription Offering for “1-2 Sockets with Unlimited Virtual Machines.” is available. This Subscription Offering entitles You to deploy an unlimited number of Virtual Machines per 1-2 Sockets on a Virtualization Host. For Virtualization Hosts with more than 2 Sockets, Subscription Offerings are Stackable to match or exceed the number of Sockets. This Subscription Offering can be used on any third-party Virtualization Host and also includes the entitlement to run SUSE Linux Enterprise for x86-64 Xen or KVM as the Virtualization Host.

Subscription Offerings for “1-2 Sockets with Unlimited Virtual Machines” may be deployed alternatively (but not concurrently) as 1 or 2 Virtual Machines on any Virtualization Host or with any Cloud Services provider which is authorized by SUSE (Bring Your Own Subscription or “BYOS”). Unlike Subscription Offerings for “1-2 Sockets or 1-2 Virtual Machines” (“Low-Density”), Subscription offerings for 1-2 Sockets with Unlimited Virtual Machines must be acquired for each Virtualization Host capable of deploying SUSE Products within a Virtualization Environment.

z Systems (“s390x”)

For a Physical Server with IBM z Systems Processors (s390x), the number of required Subscription Offerings for Your environment must match or exceed the number of IFLs on which SUSE Linux Enterprise Server is deployed, installed, used or executed. You can use an unlimited number of SUSE Linux Enterprise Server Instances per IFL. All these SUSE Linux Enterprise Server Instances must have a Subscription Offering, either Basic or a mix of Standard or Priority. Subscription Offerings are available for EC (Enterprise Class), BC (Business Class) type IBM z Systems models, and IBM LinuxONE type systems. The Unit of Measure for these Subscription Offerings is per IFL. If a single IFL on a specific Physical Server is used as an IFLe, then only IFLe use is permitted on that specific Physical Server. SUSE Linux Enterprise High Availability Extension (SLE HA) Subscription Offerings are included in SUSE Linux Enterprise Server for z Systems Subscription Offering.

Sub-Capacity for ppc64le Power servers

Physical Servers with PowerVM virtualization provide a hardware platform designed for workload consolidation with high scalability (192 cores + 64 TB memory) of servers combined with efficient virtualized resource management. SUSE Subscription Offerings for Power servers may be purchased for a subset of the Sockets on the Physical Server. This is known as Sub-Capacity pricing.

Sub-Capacity pricing is available for SUSE Subscription Offerings running on Power servers with four or more physical Sockets and PowerVM virtualization. Sub-capacity pricing can be used for all SUSE Subscription Offerings that are based on a 1-2 Socket charge metric including but not limited to SUSE Linux Enterprise Server for Power, SUSE Linux Enterprise Server for SAP Applications for Power, SUSE Linux Enterprise High Availability Extension for Power, SUSE Linux Enterprise Live Patching, SUSE Manager, and SUSE Manager Lifecycle Management.

For example, if a Power 980 server with 16 Sockets of total capacity is configured to only provide 8 Sockets of Processor capacity to SUSE Linux Enterprise Server for Power, then You only have to purchase four 1-2 Socket Subscription Offerings for SUSE Linux Enterprise Server for Power. This is useful for customers that consolidate multiple SUSE and non-SUSE workloads on a single Physical Server.

Prerequisites for Sub-Capacity pricing on Power servers include:

- Must be server based on POWER8 or later generation Processors
- The Physical Server must have four or more physical Sockets
- PowerVM virtualization must be used to limit that amount of Processor capacity available to run the SUSE Subscription Offerings using PowerVM methodologies such as Dedicated processor partitions (Dedicated LPAR), Dynamic LPAR, Single or Multiple Shared Processor Pools

Note: Integrated Facility for Linux (IFL) on Power does not automatically limit SUSE Subscription Offerings to only run on IFL Processors.

Calculating Socket Pair Equivalent for ppc64le Power servers: IBM PowerVM virtualization assigns Processor capacity to an LPAR/VM in 1/20th increments of a Processor Core. Since SUSE Subscription Offerings for IBM Power are sold by Socket Pairs, it is necessary to calculate the "Socket Pair Equivalent" of Processor capacity assigned to a SUSE Subscription Offering when using Sub-Capacity. IBM Power servers vary the number of physical Processor Cores per physical Socket from 8 to 12 Cores. Due this variability, it is necessary to calculate the Socket Pair Equivalent for each individual Physical Server because the Cores/Socket can vary between Physical Servers.

To calculate the Socket Pair Equivalent, the number of whole Processor Cores available to run the SUSE Subscription Offering are divided by the number of Cores for each physical Socket Pair in the Physical Server for which Subscription Offerings are being acquired.

For example, an eight Socket Power Physical Server with ten Cores per physical Socket and 40 Processor Cores assigned to SUSE Linux for SAP Applications for Power, the calculation is 40 Cores divided by 20 Cores (the Cores per Socket Pair on this Physical Server) = 2 Socket Pair Equivalent. You would need to purchase two SUSE Linux Enterprise Server for SAP Applications on Power Subscription Offerings. You must calculate the Socket Pair Equivalent calculation for each SUSE Subscription Offering running on that Physical Server.

When calculating the Socket Pair Equivalent, any fractional Cores or fractional Socket Pairs must be rounded up to the next highest integer. For example, if the number of Cores of capacity available to the SUSE Subscription Offering

was “40.4”, you would round the number of Cores to “41”. Similarly, if the number of Sockets in the Socket Pair Equivalent is “2.1”, the Socket Pair Equivalent is rounded up to “3”.

Should You increase the Processor capacity you must correspondingly increase the number of SUSE Subscription Offerings. Note that changes to Processor pools or LPAR/VM configuration may require the acquisition of additional SUSE Subscription Offerings.

Itanium Processor Family (“ia64”)

For a Physical Server with Itanium Processors (“ia64”), the number of required Subscription Offerings must match or exceed the number of Sockets on which SUSE Linux Enterprise Server is deployed, installed, used or executed. Customers may use an unlimited number of SUSE Linux Enterprise Server Instances per Socket. All these SUSE Linux Enterprise Server Instances must have a Subscription Offering, either Basic or a mix of Standard or Priority.

Intel or AMD Processors (“x86” or “x86-64”), Physical Deployment (Pre May 1st, 2015)

For a Physical Server with 32-bit or 64-bit Processors, the number of required Subscription Offerings must match or exceed the number of Sockets per Physical Server. If necessary, the CPU count per Physical Server must be rounded up to the next available Subscription Offering. Subscription Offerings are available for 1-2 CPU Sockets, 4 CPU Sockets or 8 CPU Sockets. One Subscription Offering cannot be used to entitle more than one Physical Server. Each Physical Server on which SUSE Linux Enterprise Server is deployed, installed, used or executed must have a Subscription Offering: either Basic or a mix of Standard or Priority. Virtualized Deployment of SUSE Linux Enterprise Server is not permitted with these Subscription Offerings (see “Virtualized Deployment” below).

Intel or AMD Processors (“x86” or “x86-64”), Virtualized Deployment (Pre May 1st, 2015)

For a Physical Server with 32-bit or 64-bit Processors, “Unlimited Virtual” Subscription Offerings are available for Virtualized Deployments of SUSE Linux Enterprise Server for use as Virtual Guest and/or Virtualization Host. You can use an unlimited number of SUSE Linux Enterprise Server Instances per Physical Server. The number of required “Unlimited Virtual” Subscription Offerings for Your Physical Server must match or exceed the number of Sockets per Physical Server on which SUSE Linux Enterprise Server is deployed, installed, used or executed. If necessary, the Socket count per Physical Server must be rounded up to the next available Subscription Offering.

“Unlimited Virtual” Subscription Offerings are available for 1-2 CPU Sockets, 4 CPU Sockets, or 8 CPU Sockets. One Subscription Offering cannot be used to entitle more than one Physical Server. Each Physical Server on which SUSE Linux Enterprise Server is deployed, installed, used or executed must have a Subscription Offering: either Basic or a mix of Standard or Priority.

POWER (“ppc64 or ppc64le”), (Pre April 1st, 2016)

For a Physical Server with POWER Processors (ppc64 or ppc64le), the number of required Subscription Offerings for Your environment must match or exceed the number of Sockets on which SUSE Linux Enterprise Server is deployed, installed, used or executed. You can use an unlimited number of SUSE Linux Enterprise Server Instances per Socket. All these SUSE Linux Enterprise Server Instances must have a Subscription Offering, either Basic or a mix of Standard or Priority.

Arm AArch64 Processors (“AArch64”), Subscription Offerings for 1-2 Sockets or 1-2 Virtual Machines

These Subscription Offerings are intended for flexible deployments on Physical Servers and low-density or cloud virtualization.

The number of Subscription Offerings needed for a Physical Server is determined by the number of Cores or Sockets in the Physical Server.

For Physical Servers with 16 or more Cores, the Subscription Offering is based on 1-2 Sockets. For example, a Physical Arm server with 16 Cores would require a single 1-2 Socket Subscription Offering.

For Physical Servers with more than 2 Sockets, Subscription Offerings are Stackable to match or exceed the number of Sockets. For example, a Physical Server with 4 Sockets needs 2 Subscription Offerings for “1-2 Sockets or 1-2 Virtual Machines.” The maximum number of Cores per Socket Pair is limited to 144. One Subscription Offering cannot be used to entitle more than one Physical Server.

Each Physical Server on which SUSE Linux Enterprise Server is deployed, installed, used or executed must have a Subscription. Subscription Offerings can be transferred to new and/or different Physical Servers. For example, when 10 Physical Servers with 2 Sockets each are replaced by 4 Physical Servers with 4 Sockets each, the 10 “1-2 Sockets or 1-2 Virtual Machines” Subscription Offerings can be transferred to the new Physical Servers. In this example, a total of 8 Subscription Offerings (2 per Physical Server with 4 Sockets) are transferred to the new Physical Servers. You can use the remaining 2 Subscription Offerings for later deployments.

Up to 2 Virtual Machines running on the same Virtualization Host or Virtualization Environment or within the same Private Cloud account or Public Cloud zone can be deployed with one “1-2 Sockets or 1-2 Virtual Machines” Subscription Offering.

Subscription Offerings for “1-2 Sockets or 1-2 Virtual Machines” can also be repurposed as Virtual Machines on any Virtualization Host or with any certified Cloud Services provider (CSP).

At any point in time, a Subscription Offering for “1-2 Sockets or 1-2 Virtual Machines” can only be deployed either on a Physical Server or as Virtual Machines. For clarity, a Subscription Offering for “1-2 Sockets or 1-2 Virtual Machines” cannot be used for 1 Socket on a Physical Server and 1 Virtual Machine.

Subscription Offerings for “1-2 Sockets or 1-2 Virtual Machines” may not be used as a Virtualization Host. Virtualization Host capability is provided pursuant to the Subscriptions for 1-2 Sockets with Unlimited Virtual Machine defined below.

Arm AArch64 Processors (“AArch64”), Subscription Offerings for 1-2 Sockets with Unlimited Virtual Machines

For a Physical Server with 64-bit Arm AArch64 Processors, “Unlimited Virtual” Subscription Offerings are available for Virtualized Deployments of SUSE Linux Enterprise Server for use as Virtual Guest and/or Virtualization Host.

For Physical Servers with 16 or more Cores, the Unlimited Virtual Machine Subscription Offering is based on 1-2 Sockets. For example, an Arm Physical Server with 16 Cores would require a single 1-2 Socket Unlimited Virtual Machine Subscription Offering.

This Subscription Offering entitles You to deploy an unlimited number of Virtual Machines per Subscription Offering on a Virtualization Host. For Virtualization Hosts with more than 2 Sockets, Subscription Offerings are Stackable to match or exceed the number of Sockets. This Subscription Offering can be used on any third-party Virtualization

Host and also includes the entitlement to run SUSE Linux Enterprise Xen or KVM as the Virtualization Host One Subscription Offering cannot be used to entitle more than one Physical Server.

Each Physical Server on which SUSE Linux Enterprise Server is deployed, installed, used or executed must have a Subscription.

Arm AArch64 Processors (“AArch64”), 1-2 Virtual Machines per 4 Cores

For Physical Servers with less than 16 physical Arm Cores, the Subscription Offerings are based on groups of 4 Cores. These Subscription Offerings are stackable up to a total of 15 Cores per Physical Server. For example, an Arm Physical Server such as a Raspberry Pi with a total of 4 Cores would need a single, 4-Core group Subscription Offering. An Arm Physical Server with 12 Cores would require three 4-Core group Subscription Offerings. An Arm Physical Server with 15 Cores would require four 4-Core group Subscription Offerings.

For a Physical Server with 64-bit Arm AArch64 Processors, the number of required Subscription Offerings must match or exceed the number of Cores in the Physical Server divided by four (4) and if necessary rounded to the next integer. Subscription Offerings are available for each group of 4 Cores. One Subscription Offering cannot be used to entitle more than one Physical Server.

Each Physical Server on which SUSE Linux Enterprise Server is deployed, installed, used or executed must have a Subscription. Virtualized Deployment of SUSE Linux Enterprise Server is not permitted with these Subscription Offerings (see “Virtualized Deployment” below).

Arm AArch64 Processors (“AArch64”), Unlimited Virtual Machines per 4 Cores

For a Physical Server with 64-bit Arm AArch64 Processors, “Unlimited Virtual Machines” Subscription Offerings are available for Virtualized Deployments of SUSE Linux Enterprise Server for use as Virtual Guest and/or Virtualization Host.

For Arm Physical Servers with less than 16 Cores, the Subscription Offerings are based on groups of 4 Cores. These Subscription Offerings are stackable up to a total of 15 Cores per Physical Server. For example, an Arm Physical Server with a total of 4 Cores would need a single, 4-Core group Unlimited Virtual Machine Subscription Offering. An Arm Physical Server with 12 Cores would require three 4-Core group Unlimited Virtual Machine Subscription Offerings.

This Subscription Offering entitles You to deploy an unlimited number of Virtual Machines per 4 Cores on a Virtualization Host. For Virtualization Hosts with more than 4 Cores, Subscription Offerings are Stackable to match or exceed the number of Cores. This Subscription Offering can be used on any third-party Virtualization Host and also includes the entitlement to run SUSE Linux Enterprise Xen or KVM as the Virtualization Host

The number of required “Unlimited Virtual Machines” Subscription Offerings for Your Physical Server must match or exceed the number of Cores in the Physical Server divided by four (4) and if necessary rounded to the next integer for each Core on which SUSE Linux Enterprise Server is deployed, installed, used or executed.

Each Physical Server on which SUSE Linux Enterprise Server is deployed, installed, used or executed must have a Subscription Offering.

SUSE Linux Enterprise Server with Expanded Support Subscription Offerings and Units of Measure

When You acquire SUSE Linux Enterprise Server with Expanded Support, You are actually acquiring a standard Subscription Offering for SUSE Linux Enterprise Server, but with the added entitlement for Expanded Support. As such, the Units of Measure for SUSE Linux Enterprise Server with Expanded Support are the same as for the corresponding SUSE Linux Enterprise Server Subscription Offering (e.g. with Unlimited Virtual Machines).

Appendix B – SUSE Linux Enterprise Extensions

SUSE Linux Enterprise High Availability Extension

SUSE Linux Enterprise High Availability Extension is a SUSE Product based on open source technology to implement highly available Linux clusters. It is supported on all Physical and Virtual Deployments where SUSE Linux Enterprise Server (x86, x86-64, ppc64, ia64, s390x) is supported.

Unit of Measure is the same as the Unit of Measure for SUSE Linux Enterprise Server Subscription Offerings for x86, AMD64 & Intel64, and POWER (see Appendix A).

Organizations with a Current SUSE Linux Enterprise Server Subscription Offering for Itanium (ia64), or z Systems (s390x) are entitled to receive Subscription Offering benefits for SUSE Linux Enterprise High Availability Extension for the respective Hardware Architecture. Organizations with a SUSE Linux Enterprise Server Subscription Offering for POWER (ppc64) purchased before April 1st 2016, are entitled to receive Subscription Offering benefits for SUSE Linux Enterprise High Availability Extension.

SUSE Linux Enterprise High Availability Extension Subscription Offering benefits are determined by and inherited from the underlying SUSE Linux Enterprise Server Subscription Offering benefits.

Geo Clustering for SUSE Linux Enterprise High Availability Extension

To receive Subscription Offering benefits for Geographically Clustered Linux Servers, separate Geo Clustering for SUSE Linux Enterprise High Availability Extension Subscription Offerings are required, in addition to Current SUSE Linux Enterprise Server and SUSE Linux Enterprise High Availability Extension Subscription Offerings.

Unit of Measure for Geo SLE HA is the same as the Unit of Measure for SUSE Linux Enterprise Server for x86, AMD64 & Intel64 (x86 / x86-64), and z Systems (s390x) Subscription Offerings in Appendix A. Subscription Offering benefits for Geo Clustering for SUSE Linux Enterprise High Availability Extension are determined by and inherited from the Subscription Offering benefit of the underlying SUSE Linux Enterprise Server Subscription Offerings.

SUSE Linux Enterprise Server Real Time Extension

To receive Subscription Offering benefits for SUSE Linux Enterprise Server Real Time Extension (“SLE RT”), a separate SLE RT Extension Subscription Offering is required in addition to a Current SUSE Linux Enterprise Server Subscription Offering (see Appendix A) either for Physical Deployment or Unlimited Virtual Machines.

Unit of Measure for SLE RT is per Physical Server. Subscription Offering benefits for SLE RT are determined by and inherited from the underlying SUSE Linux Enterprise Server Subscription Offering.

SUSE Linux Enterprise Virtual Machine Driver Pack Extension

To receive Subscription Offering benefits for SUSE Linux Enterprise Virtual Machine Driver Pack Extension (“SLE VM DP”), a Current SUSE Linux Enterprise Server Subscription Offering is required (see Appendix A). Purchasing SLE VM DP Subscription Offerings without a Current SUSE Linux Enterprise Server Subscription Offering does not entitle You to receive Subscription Offering benefits for SLE VM DP.

Unit of Measure for SLE VM DP is either per 1 to 4 Virtual Instances per Physical Server or unlimited number of Virtual Instances per Physical Server. Subscription Offering benefits for SLE VM DP are determined by the Subscription Offering benefit of the underlying SUSE Linux Enterprise Server Subscription Offering.

SUSE Linux Enterprise Workstation Extension Units of Measure

Units of Measure do not differentiate between single core or multi-core, or simultaneous multi-threading capable Processors. SUSE Linux Enterprise Workstation Extension (“SLE WE”) requires one Current SLES Subscription Offering per Physical Server in addition to the respective SLE WE Instances.

SUSE Linux Enterprise Workstation Extension for Intel or AMD Processors (“x86-64”), Physical Deployment

For Physical Servers with 64-bit Processors, the number of Subscription Offerings must match or exceed the number of Physical Servers or Devices, where SLE WE is deployed, installed, used or executed. Subscription Offering benefits for SLE WE are determined by and inherited from the Subscription Offering benefits of the underlying SUSE Linux Enterprise Server Subscription Offering. Virtualized Deployment of SUSE Linux Enterprise Workstation Extension is not permitted with this Subscription Offering. (See Virtualized Deployment below.) One Subscription Offering cannot be used to entitle more than one Physical Server.

SUSE Linux Enterprise Workstation Extension for Intel or AMD Processors (“x86-64”), Virtualized Deployment

For Physical Servers with 64-bit Processors, the number of Subscription Offerings must match or exceed the number of Instances of SUSE Linux Enterprise Workstation Extension for use as Virtual Instance. You can use an unlimited number of SUSE Linux Enterprise Workstation Instances per Physical Server. One Subscription Offering cannot be used to entitle more than one Virtual Instance. Each Virtual Instance on a Virtualization Host on which SUSE Linux Enterprise Workstation Extension is deployed, installed, used or executed must have a Subscription Offering. Subscription Offering benefits for SLE WE are determined by and inherited from the Subscription Offering benefits of the underlying SUSE Linux Enterprise Server Subscription Offering.

SUSE Linux Enterprise High Availability Extension with Expanded Support

When You acquire SUSE Linux Enterprise High Availability Extension with Expanded Support, You are actually acquiring a standard Subscription Offering for SUSE Linux Enterprise High Availability Extension, but with the added entitlement for Expanded Support. As such, the Units of Measure for SUSE Linux Enterprise High Availability Extension with Expanded Support are the same as for the corresponding SUSE Linux Enterprise High Availability Subscription Offering (e.g. with Unlimited Virtual Machines).

SUSE Linux Enterprise Live Patching

SUSE Linux Enterprise Live Patching is a SUSE Product based on open source technology to implement code updates during operation of the system. It is supported on all Physical and Virtual Deployments starting with SUSE Linux Enterprise Server 12 on x86-64 and POWER (ppc64le).

Unit of Measure for SUSE Linux Enterprise Live Patching is the same as SUSE Linux Enterprise Server Subscription Offerings for x86-64 and POWER (ppc64le), respectively (see Appendix A).

SUSE Linux Enterprise Live Patching Subscription Offering requires an underlying Current SUSE Linux Enterprise Server Priority Subscription Offering. Subscription Offering benefits are available for the kernel versions listed on <https://www.suse.com/products/live-patching/>. The list is subject to change at SUSE's discretion and your

entitlement to receive Subscription Offering benefits may be conditioned on Your deployment of a current version from this list.

Appendix C – SUSE Linux Enterprise Point of Service

SUSE Linux Enterprise Point of Service (“SLE POS”) Subscription Offerings and Units of Measure

Subscription Offerings for SUSE Linux Enterprise Point of Service (SLE POS) include access to SUSE Linux Enterprise Server and maintenance updates. Subscription Offering benefits are limited to the use of those components in a SLE POS solution as outlined below. In order for any individual Device to be eligible for Subscription Offering benefits, all Physical Servers, Instances, and Client Devices used as part of a SLE POS solution must have a Current Subscription Offering.

SLE POS Administration Server

At least one administration server is needed in a typical SLE POS environment. The administration server manages all point of service Devices and serves as the central repository for configuration information. It also keeps the master operating systems for the point of service Devices.

Point of service operating systems are built from templates, using SUSE Linux Enterprise and its maintenance updates as the base. Point of service operating systems can be built on the same Instance used as the administration server or on a separate Physical or Virtual Server Instance. All administration Physical Servers or operating system build Instances must have a “SUSE Linux Enterprise Point of Service Admin Server” Subscription Offering.

Additional workloads may only be run on an administration server if they are directly related to running the SLE POS solution. All other workloads must have SUSE Linux Enterprise Server Subscription Offerings.

SLE POS Branch Server

SUSE recommends using at least one branch server per branch. It is possible to run the SLE POS branch server function directly off the administration server for small-scale implementations of SLE POS. In this case, only an administration server Subscription Offering is needed.

The branch server provides the infrastructure for booting the point of service Client Devices from the local network, registering new Client Devices at the site and distributing operating system updates to the Client Devices. SLE POS Branch Server Subscription Offerings can be used for the actual point of service branch server as well as other SUSE Linux Enterprise Server Instances running at a branch, provided that they are used solely to serve data or applications to the point of service Client Devices. Instances in branches that are used in other roles must have a Current SUSE Linux Enterprise Server Subscription Offering.

SLE POS Client

All point of service Client Devices that are running a SUSE Linux Enterprise operating system, either deployed by the SLE POS solution or otherwise installed or deployed, must have a “SUSE Linux Enterprise Point of Service Client” Subscription Offering.

Client Devices are entitled to be used for running typical point of service applications or for supporting client applications (for example, a web browser). If the point of service application needs certain SUSE Linux Enterprise Server services to run, for example a local database, this is also covered by the SLE POS Client Subscription Offering.

Point of service Devices that are used as a combined point of service terminal and as a branch server, or point of service hardware used in any other server role, must have at least a SLE POS Branch Server Subscription Offering.

SLE POS Client Subscription Offerings must not be employed for any general purpose desktop or server use.

SLE POS High Availability Setup

SLE POS high availability servers can be set up as 2 Node high availability cluster. In that case separate Subscription Offerings of the SUSE Linux Enterprise High Availability Extension are needed for all Physical Servers used as cluster Nodes.

SLE POS Hardware Architectures

SLE POS administration and branch servers may be deployed on x86 or x86-64 SUSE certified hardware. SLE POS Client operating systems may only be built for the x86 Hardware Architecture.

SLE POS Virtualization

Provided that the restrictions mentioned above are complied with and all Instances belong to the same Point of Service solution, more than one virtual SUSE Linux Enterprise Point of Service Instance may be run on a single Physical Server that has a Current SLE POS Administration Server or SLE POS Branch Server Subscription Offering. For example, an operating system build server may be run as a Virtual Instance on the SLE POS Administration Server, or a SLE POS Branch Server can be run as a Virtual Instance on a combined point of service and SLE POS Branch Server Device. SLE POS Subscription Offerings must not be used as general purpose servers or Client Device virtualization.

Appendix D – SUSE OpenStack Cloud

SUSE OpenStack Cloud Control Node plus SUSE OpenStack Cloud Administration/Deployer Server

The Unit of Measure is per Instance. This includes the control services needed to run a Private Cloud infrastructure on a single Physical Server. It also includes an installation framework that automates the installation and ongoing maintenance of the physical cloud infrastructure. At least one (1) SUSE OpenStack Cloud Control Node plus SUSE OpenStack Cloud Administration/Deployer Server is required for each SUSE OpenStack Cloud installation. SUSE OpenStack Cloud Control Nodes plus SUSE OpenStack Cloud Administration/Deployer Server include up to two (2) Subscription Offerings for SUSE Linux Enterprise Server for x86, & x86-64, Physical Deployment, and SUSE Linux Enterprise High Availability Extension to be used for the sole purpose of deploying the SUSE OpenStack Cloud Control Node and the SUSE OpenStack Cloud Administration/Deployer Server.

SUSE OpenStack Cloud Control Node

The Unit of Measure is per Instance. This is an additional Instance running the control services needed to run a Private Cloud infrastructure on a single Physical Server for reliability or increased performance. SUSE OpenStack Cloud Control Node includes one (1) Subscription Offering for SUSE Linux Enterprise Server for x86, & x86-64, Physical or Virtualized Deployment, and SUSE Linux Enterprise High Availability Extension which may be used for the sole purpose of deploying the SUSE OpenStack Cloud Control Node.

SUSE OpenStack Cloud Control Node for z/VM

The Unit of Measure is per Instance. This is an additional Instance running the control services needed to manage a Private Cloud IBM z/VM infrastructure on a single Physical Server for reliability or increased performance. The prerequisite for the Control Node for z/VM is at least one SUSE OpenStack Cloud Control Node plus a SUSE OpenStack Cloud Administration/Deployer Server Subscription Offering. A SUSE OpenStack Cloud Control Node includes one (1) Subscription Offering for SUSE Linux Enterprise Server for x86, & x86-64, Physical or Virtualized Deployment, and SUSE Linux Enterprise High Availability Extension which may be used for the sole purpose of deploying the SUSE OpenStack Cloud Control Node.

SUSE OpenStack Cloud Control Node for VMware

The Unit of Measure is per Instance. This is an additional Instance running the control services needed to manage a Private Cloud using VMware infrastructure on a single Physical Server for reliability or increased performance. The prerequisite for the Control Node for VMware is at least one SUSE OpenStack Cloud Control Node plus a SUSE OpenStack Cloud Administration/Deployer Server Subscription Offering. A SUSE OpenStack Cloud Control Node includes one (1) Subscription Offering for SUSE Linux Enterprise Server for x86,& x86-64, Physical or Virtualized Deployment, and SUSE Linux Enterprise High Availability Extension which may be used for the sole purpose of deploying the SUSE OpenStack Cloud Control Node.

SUSE OpenStack Cloud Compute Node

The Unit of Measure is per 1-2 Sockets per Physical Server, Virtualized Deployment. This is the Physical Server or Virtual Instance that is managed by SUSE OpenStack Cloud to either host KVM or Xen Virtual Machines for workloads running in the Private Cloud or to integrate with VMware vCenter. SUSE OpenStack Cloud Compute

Nodes require a separate Subscription Offering for SUSE Linux Enterprise Server for x86 & x86-64, Virtualized Deployment. If a SUSE OpenStack Cloud Compute Node is configured to be part of an optional SUSE Linux Enterprise High Availability cluster, the SUSE OpenStack Cloud Compute Node requires a separate Subscription Offering for SUSE Linux Enterprise High Availability.

SUSE OpenStack Cloud Swift Storage Node

The Unit of Measure is per 1-2 Sockets. This is the Physical Server managed by SUSE OpenStack Cloud that hosts the object storage using OpenStack Swift. A Current SUSE OpenStack Cloud Swift Storage Node Subscription Offering is required for each Physical Server that is part of the SUSE OpenStack Cloud Swift Storage Cluster. Each SUSE OpenStack Cloud Swift Storage Node requires a separate Subscription Offering for SUSE Linux Enterprise Server for x86, & x86-64, Physical Deployment.

SUSE OpenStack Cloud Monitoring

The Unit of Measure is per 1-2 Sockets per Physical Server, Virtualized Deployment. This is the Physical Server or Virtual Instance that is monitored by SUSE OpenStack Cloud Monitoring. This can include a SUSE OpenStack Compute or Control Node running in the SUSE OpenStack Cloud. SUSE OpenStack Cloud Monitored Compute Nodes and Control Nodes must provide the necessary SUSE Linux Enterprise Server Subscription Offerings as described in their detailed requirements above. The SUSE Linux Enterprise Server Subscription for the Monitored Control node is included with SUSE OpenStack Control Node.

Appendix E – SUSE Manager

SUSE Manager Subscription Offerings and Units of Measure

A SUSE Manager installation requires at least one SUSE Manager Server and for each Managed Instance a SUSE Manager Lifecycle Management Subscription Offering.

Additional functionality can be added for each Managed Instance or the SUSE Manager Server itself with a SUSE Manager Monitoring Subscription Offering.

Additional Virtual Machine management functionality can be added for each managed Virtualization Host with a SUSE Manager Virtualization Management Subscription Offering.

SUSE Manager for Retail Architecture

A SUSE Manager for Retail installation requires at least one SUSE Manager Server.

Managed Instances connected to the SUSE Manager Server via the SUSE Manager for Retail Branch Server or the SUSE Manager for Retail Branch Server All-in-one, including the branch server and the point of service related workloads running on the branch server, do not require the SUSE Manager Lifecycle Management Subscription Offerings.

Each Managed Instance connected directly to the SUSE Manager Server requires a SUSE Manager Lifecycle Management Subscription Offering.

You may only deploy POS Client Device Managed Instances running SLEPOS with Current Subscriptions in Your SUSE Manager for Retail environment.

Virtual Machine Management and Monitoring can be provided with the SUSE Manager for Retail Branch Server All-in-one Subscription Offering.

SUSE Manager Server

SUSE Manager Server is available for installation on a Physical Server or as a Virtual Instance. At least one SUSE Manager Server Subscription Offering is required for an installation. No additional workloads are permitted to be deployed on the same Instance.

SUSE Manager Server Subscription Offering Options

For up to 50 Managed Instances (including Virtualization Hosts), the "SUSE Manager Server for up to 50 Managed Instances" Subscription Offering can be used. This Subscription Offering cannot be used for the SUSE Manager Server Master in a multilevel SUSE Manager Inter Server Sync setup (as described in the official "SUSE Manager Installation and Troubleshooting Guide" documentation, linked from <http://www.suse.com/documentation>). "SUSE Manager Server for up to 50 Managed Instances" Subscription Offering must not be used with an external database.

SUSE Manager Server Subscription Offering is not limited to 50 Managed Instances and can be used for the SUSE Manager Master Server in a multilevel SUSE Manager Inter Server Sync setup. The SUSE Manager Server Subscription Offering can either be used with the embedded database or an external Oracle database provided by You.

Both "SUSE Manager Server for up to 50 Managed Instances" and "SUSE Manager Server" Subscription Offerings can be used with an unlimited number of Sockets per Physical Server or per Virtual Machine.

SUSE Manager Proxy

SUSE Manager Proxy is available for installation on a Physical Server or Virtual Instance or as a Container. Regardless of the deployment option chosen, each Instance of SUSE Manager Proxy requires a SUSE Manager Proxy Subscription Offering, a SUSE Manager for Retail Branch Server Subscription Offering or a SUSE Manager for Retail Branch Server All-in-one Subscription Offering. The SUSE Manager for Retail Branch Server Subscription Offering and the SUSE Manager for Retail Branch Server All-in-one Subscription Offering can only be used when the SUSE Manager Proxy is deployed as part of the SUSE Manager for Retail architecture, in typical point of service environments. No additional workloads may be deployed on the same Physical Server or Virtual Instance. However, where SUSE Manager Proxy is deployed with the SUSE Manager for Retail Branch Server Subscription Offering, workloads that are solely used to serve data and applications to Point of Service client devices can be deployed on the same Physical Server.

SUSE Manager High Availability Servers

SUSE Manager Server and SUSE Manager Proxy can be set up as a cluster of 2 Instances using the SUSE Linux Enterprise High Availability Extension. Terms and conditions are available on request.

Rules for Applying Subscription Offerings to Managed Instances

Physical Servers

Except for the Arm AArch64 processor-based servers, SUSE Manager Lifecycle Management, SUSE Manager Virtualization Management Subscription and SUSE Manager Monitoring Subscription Offerings need to be applied on Physical Servers based on the number of Sockets per Physical Server. Subscription Offerings for 1 to 2 Sockets can be aggregated to provide Current Subscription Offerings for Physical Servers with more than 2 Sockets. For example, a 6 Socket Physical Server must have 3 “SUSE Manager Lifecycle Management up to 2 Sockets or 2 Virtual Machines” Subscription Offerings.

SUSE Manager Lifecycle Management Subscription Offerings for the Managed Instances are not required with the purchase of SUSE Manager for Retail Branch Server Subscription Offerings.

SUSE Manager Lifecycle Management Subscription Offerings for the Managed Instances in a branch, are not required when the SUSE Manager for Retail Branch Server Subscription Offerings has been rightfully acquired for that branch.

Physical Servers based on Arm AArch64 processors

SUSE Manager Lifecycle Management for Arm need to be applied on Physical Servers based on the number of Cores or the number of Sockets per Physical Server.

For Physical Servers with less than 16 Arm Cores, the Subscription Offerings are based on groups of 4 Cores. These Subscription Offerings are stackable up to a total of 15 Cores per Physical Server. For example, an Arm Physical Server such as a Raspberry Pi with a total of 4 Cores would need a single, 4-Core group Subscription Offering. An Arm Physical Server with 12 Cores would require three 4-Core group Subscription Offerings. An Arm Physical Server with 15 Cores would require four 4-Core group Subscription Offerings.

For Physical Servers with 16 or more Cores, the SUSE Manager Lifecycle Management for Arm Subscription Offering is based on 1-2 Sockets. For example, an Arm Physical Server with 16 Cores would require a single 1-2 Socket Unlimited Virtual Machine Subscription Offering.

Virtual Instances

Two Subscription Offerings are available for SUSE Manager Lifecycle Management and SUSE Manager Monitoring for Virtual Instances: You may choose either (1) per 2 Virtual Instances or (2) Unlimited Virtual Machines per Physical Server (as per preceding paragraph).

Per 2 Virtual Instances

The “SUSE Manager Lifecycle Management up to 2 Sockets or 2 Virtual Instances” Subscription Offerings and “SUSE Manager Monitoring up to 2 Sockets or 2 Virtual Machines” Subscription Offerings can be used to entitle 1 to 2 Virtual Machines to Subscription Offering Benefits.

Unlimited Virtual Machines

SUSE Manager Lifecycle Management includes lifecycle management of the Virtualization Hosts and all Virtual Guest Operating Systems. SUSE Manager Monitoring includes monitoring of the Virtualization Hosts and all Virtual Machines.

Appendix F – SUSE Enterprise Storage

SUSE Enterprise Storage Subscription Offerings and Units of Measure

SUSE Enterprise Storage (“SES”) has two distinct deployment methods, each method comes with its own Subscription Offerings and units of measure. You cannot mix and match these two:

- For traditional storage – not deployed on Kubernetes -, the customer uses the SUSE Enterprise Storage Base and SUSE Enterprise Storage Expansion Subscription Offerings.
- For deployment on Kubernetes, the “SUSE Enterprise Storage deployed with Rook” Subscription Offerings must be used.

SES is deployed in a SES Storage Cluster of SES Nodes. Multiple SES Storage Clusters can be deployed.

SUSE Enterprise Storage Base (“SES Base”)

To receive Subscription Offering benefits for SES Base, a Current SES Base Subscription Offering is required. A SES Base consists of SES OSD Nodes and SES Infrastructure Nodes.

Unit of Measure for SES OSD Nodes is 1-2 Sockets per Physical Server. Subscription Offerings are Stackable to match or exceed the number of Sockets and if necessary, the Socket count per Physical Server must be rounded up to match the next available SUSE Enterprise Storage Subscription Offering. For example, a Physical Server with 4 Sockets needs 2 Subscription Offerings for 1-2 Sockets.

Unit of Measure for SES Infrastructure Nodes is one (1) Instance of a SES Infrastructure Node running on a Physical Server or Virtual Machine.

A SUSE Enterprise Storage Subscription Offering is required for each SES Node deployed on a Physical Server or Virtual Machine as part of the SES Storage Cluster. You can use a combination of Physical Servers or Virtual Machines running SES OSD Nodes and SES Infrastructure Nodes with one SES Base Subscription Offering but shall under no circumstances exceed:

1. Up to four (4) Instances of 1-2 Socket Physical Servers for SES OSD Nodes and
2. Up to six (6) Instances for SES Infrastructure Nodes running on Physical Servers or Virtual Machines.

Of these Instances should one or more SES NFS Gateways or SES CIFS/Samba Gateways be chosen, such SES NFS Gateway or SES CIFS/Samba Gateway includes one (1) Subscription Offering for SUSE Linux Enterprise High Availability Extension for the sole purpose of deploying such SES NFS Gateway or SES CIFS/Samba Gateway within the SES Storage Cluster.

When infrastructure components (such as monitors, gateways and admin component) are collocated on SES OSD Nodes, this is counted as one of the six (6) Instances of available SES Infrastructure Nodes in the SES Base Subscription Offering, in addition to being counted as one of the OSD Node entitlements.

It is permissible to deploy multiple infrastructure components on an Infrastructure Node and this will only count as one single Infrastructure Node entitlement. By way of example, it is permissible to deploy a Rados Gateway, a Monitor and an iSCSI Gateway on a single Infrastructure Node and this will still only be counted as one of the six (6) Infrastructure Instances included in the SES Base Subscription Offering.

A SES Storage Cluster built with a SES Base Subscription Offering may only be expanded by adding one or more SES Expansion Subscription Offerings. Only one (1) SES Base Subscription Offering can be used in a SES Storage Cluster. A SES Base Subscription Offering includes up to ten (10) Subscription Offerings of SUSE Linux Enterprise Server x86-64 or AArch64 for 1-2 Sockets per Physical Server or Virtual Machine, for which the respective SES Base

EULA limits scope of deployment to the sole purpose of deploying a SES Node within a SES Storage Cluster as defined above.

SUSE Enterprise Storage Expansion (“SES Expansion”)

To receive Subscription Offering benefits for SES Expansion, a Current SES Expansion Subscription Offering is required.

A SES Expansion consists of one (1) SES OSD Node and one (1) SES Infrastructure Node.

Unit of Measure for a SES Expansion OSD Node is 1-2 Sockets per Physical Server. Subscription Offerings are Stackable to match or exceed the number of Sockets and if necessary, the Socket count per Physical Server must be rounded up to match the next available SES Expansion Subscription Offering. For example, a Physical Server with 4 Sockets needs two (2) Subscription Offerings for 1-2 Sockets.

Unit of Measure for SES Expansion Infrastructure Nodes is one (1) Instance of a SES Infrastructure Node running on a Physical Server or Virtual Machine. If this Instance is deployed as a SES NFS Gateway or SES CIFS/Samba Gateway, such SES NFS Gateway or SES CIFS/Samba Gateway includes one (1) Subscription Offering for SUSE Linux Enterprise High Availability Extension for the sole purpose of deploying such SES NFS Gateway or SES CIFS/Samba Gateway within the SES Storage Cluster.

When infrastructure components (such as monitors, gateways and admin component) are collocated on a SES OSD Expansion Node, this is counted as a single Infrastructure Node entitlement in addition to being counted as one of the OSD Node entitlements.

It is permissible to deploy multiple infrastructure components on an Infrastructure Node and this will only be counted as a single Infrastructure Node entitlement. By way of example, it is permissible to deploy multiple gateways on a single Infrastructure Expansion Node. This uses up the respective Infrastructure Node expansion entitlement.

The SES Expansion Subscription Offering includes up to two (2) Subscription Offerings for SUSE Linux Enterprise Server for x86-64 or AArch64 for 1-2 Sockets or 1-2 Virtual Machines (such Virtual Machines are deployable only for SES Expansion Infrastructure Nodes). The SES Expansion Node EULA limits the scope of deployment of the SUSE Linux Enterprise Server to the sole purpose of deploying a SES Node within a SES Storage Cluster as defined above.

SUSE Enterprise Storage deployed with Rook

Unit of Measure for SUSE Enterprise Storage deployed with Rook is the number of OSD drives used. A single Subscription Offerings includes up to 12 OSDs. Subscription Offerings are counted for each individual cluster and are Stackable to match or exceed the number of OSDs used. For example, a storage cluster with 40 OSDs, needs 4 Subscription Offerings for SUSE Enterprise Storage for Rook. A Subscription Offering for SUSE Enterprise Storage for Rook can only be used within a single cluster.

This Subscription Offering is only applicable for a Kubernetes cluster running SUSE Enterprise Storage. The Kubernetes Subscription Offering must be purchased separately and is not included in the SUSE Enterprise Storage for Rook Subscription Offering. SUSE Enterprise Storage deployed with Rook is only supported if all nodes of the Kubernetes cluster have current Subscription Offerings for the operating system and for Kubernetes – for example SUSE CaaS Platform or other SUSE supported Kubernetes distributions.

Appendix G – SUSE Linux Enterprise Desktop

Operating Environments and Units of Measure for SUSE Linux Enterprise Desktop

Units of Measure do not differentiate between single core or multi-core or simultaneous multi-threading capable Processors.

SUSE Linux Enterprise Desktop for Intel or AMD Processors (“x86” or “x86-64”), Physical Deployment

For a Device with 32-bit or 64-bit Processors, the number of required Subscription Offerings must match or exceed the number of Devices, where SUSE Linux Enterprise Desktop is deployed, installed, used or executed. The Subscription Offering must be either Basic or a mix of Standard or Priority. Virtualized Deployment of SUSE Linux Enterprise Desktop is not permitted with this Subscription Offering. One Subscription Offering cannot be used to entitle more than one Device.

Appendix H – SUSE CaaS Platform

Operating Environments and Units of Measure

Each Physical Server, Virtualization Host or Virtualization Environment on which SUSE CaaS Platform is deployed, installed, used or executed must have a Subscription Offering.

Units of Measure do not differentiate between single core, multi-core or simultaneous multi-threading capable Processors.

For Virtualization Environments, if the Unit of Measure chosen is per number of Sockets with Unlimited Virtual Machines per Physical Server, only Physical Servers for which the appropriate Subscription Offering has been acquired may be used to deploy such Virtualization Environment, irrespective of whether such Physical Server is actually used or for how long such Physical Server is used.

To change the deployment type of a Product during the Subscription Offering period, You must choose the highest valued Subscription Offering matching Your different deployment types for this Product. For example, if You deploy the higher valued SUSE CaaS Platform Subscription Offering for '1-2 Sockets with Unlimited Virtual Machines' during the Subscription Offering period for a deployment scenario matching a lower valued (when compared to the 1-2 Sockets with Unlimited Virtual Machines Subscription Offering) '1-2 Sockets or 1 Virtual Machine', You may continue to use the higher valued Subscription Offering for the remaining subscription period. However, You may not deploy the lower valued SUSE CaaS Platform Subscription Offering for '1-2 Sockets or 1 Virtual Machines' during the Subscription Offering period for a deployment type matching the higher valued '1-2 Sockets with Unlimited Virtual Machines' Subscription Offering.

Subscription Offerings for 1-2 Sockets or 1 Virtual Machine

These Subscription Offerings are intended for flexible deployments on Physical Servers and low-density or cloud virtualization. The Unit of Measure for SUSE CaaS Platform is per 1-2 Sockets per Physical Server or 1 Virtual Machine. SUSE CaaS Platform is provided with Priority Subscription Offerings only.

Each Physical Server or Virtual Environment on which SUSE CaaS Platform is deployed, installed, used or executed must have a Current Subscription Offering. SUSE CaaS Platform Subscription Offerings are Stackable to match or exceed the number of Sockets and if necessary, the Socket count per Physical Server must be rounded up to match the next available SUSE CaaS Platform Subscription Offering. For example, a Physical Server with 4 Sockets needs 2 Subscription Offerings for 1-2 Sockets. A Subscription Offering for SUSE Linux Enterprise Server must not be used as a Subscription Offering for SUSE CaaS Platform. However, a Subscription Offering for SUSE CaaS Platform can alternatively (but not concurrently) be used as a SUSE Linux Enterprise Server Subscription Offering.

The SUSE CaaS Platform Migration Subscription Offering is compatible only with SUSE Linux Enterprise Server x86-64 Unlimited Virtualization Priority Subscription Offerings. Any other SUSE Linux Enterprise Server Subscription Offering must first be upgraded accordingly before SUSE CaaS Platform Migration Subscription Offerings can be acquired.

SUSE CaaS Platform for 1-2 Sockets or 1 Virtual Machines does not include support for any Hypervisor. Deployments of SUSE CaaS Platform in a Virtualization Environment require a SUSE Linux Enterprise Server, x86-64, 1-2 Sockets with Unlimited Virtual Machines Subscription Offering. SUSE CaaS Platform may also be deployed on third party virtualization solutions or as a single Virtual Machine on a public cloud.

Subscription Offerings for 1-2 Sockets with Unlimited Virtual Machines

For high-density Virtualized Deployment a Subscription Offering for '1-2 Sockets with Unlimited Virtual Machines' is available. This Subscription Offering entitles You to deploy an unlimited number of Virtual Machines per 1-2 Sockets on a Virtualization Host. These Virtual Machines can be either SUSE CaaS Platform or SUSE Linux Enterprise Server for x86-64. For Virtualization Hosts with more than 2 Sockets, Subscription Offerings are Stackable to match or exceed the number of Sockets. This Subscription Offering can be used on any third-party Virtualization Host and also includes the entitlement to run SUSE Linux Enterprise for x86-64 Xen or KVM as the Virtualization Host.

Subscription Offerings for "1-2 Sockets with Unlimited Virtual Machines" may be deployed alternatively (but not concurrently) as 1 Virtual Machines on any Virtualization Host or with any cloud services provider which is authorized by SUSE (Bring Your Own Subscription or "BYOS"). Unlike Subscription Offerings for "1-2 Sockets or 1 Virtual Machines" ("Low-Density"), Subscription offerings for 1-2 Sockets with Unlimited Virtual Machines must be acquired for each Virtualization Host capable of deploying SUSE Products within a Virtualization Environment.

The SUSE CaaS Platform Migration Subscription Offering is compatible only with SUSE Linux Enterprise Server x86-64 Unlimited Virtualization Priority Subscription Offerings. Any other SUSE Linux Enterprise Server Subscription Offering must first be upgraded accordingly before SUSE CaaS Platform Migration Subscription Offerings can be acquired.

Appendix I – SUSE Cloud Application Platform

Operating Environments and Units of Measure

The Unit of Measure for SUSE Cloud Application Platform (“SUSE CAP”) is per 1 Core or 2 vCPUs. Each Physical Server or Virtual Machine on which SUSE CAP Container Workloads are deployed, installed, used or executed must have a Current SUSE CAP Subscription Offering.

SUSE CAP Subscription Offerings are Stackable to match or exceed the number of Cores or vCPUs (rounding up to an even number if counting vCPUs).

For Physical Servers, Cores are the unit of measure. For example, a Physical Server with 16 Cores needs 16 Subscription Offerings for ‘1 Core or 2 vCPUs’.

For Virtual Machine and Cloud deployments where the number of Physical Cores cannot be counted directly, vCPU pairs as reported by the hypervisor or cloud provider are counted instead. For example, an AWS m4.4xlarge instance type with 16 vCPUs requires 8 Subscription Offerings of ‘1 Core or 2 vCPUs’.

Subscriptions with Infrastructure

SUSE CAP Subscription Offerings are available with or without supporting infrastructure entitlements. A “SUSE CAP (with Infrastructure)” Subscription Offering entitles You to use:

- (i) SUSE CaaS Platform Kubernetes Worker Nodes, which are counted towards the SUSE CAP Units of Measure.
- (ii) SUSE CaaS Platform Kubernetes Master Nodes solely to deploy and execute SUSE CAP Container Workloads, which are not counted towards the SUSE CAP Units of Measure.

For example, the following cluster would require 72 Subscription Offerings for ‘1 Core or 2 vCPUs’:

9 SUSE CaaS Platform Worker nodes with 16 vCPUs each running SUSE Cloud Application Platform (9x8 Subscription Offerings for ‘1 Core or 2 vCPUs’ are counted)

3 SUSE CaaS Platform Master nodes with 4 vCPUs each (Subscription Offerings are not counted)

Appendix J – Long Term Service Pack Support

Long Term Service Pack Support Subscription Offerings and Units of Measure

Long Term Service Pack Support (“LTSS”) Subscription Offering extends the support period of a SLES (x86, x86-64, s390x, ppc64, ppc64le) Service Pack and/or SLES for SAP Applications (x86-64) Service Pack as defined at <https://www.suse.com/lifecycle/>.

LTSS Subscription Offering is available as an additional offering for SLES (x86, x86-64, s390x, ppc64, ppc64le).

For SLES for SAP Application (x86-64, ppc64le) LTSS Subscription Offering is available to extend the Subscription Offering benefit period after expiration of Extended Service Pack Overlap Support (ESPOS).

SLES for High Performance Computing Long Term Service Pack Support (SLE HPC LTSS) (x86-64, AArch64) Subscription Offering is available to extend the Subscription Offering benefit period after expiration of Extended Service Pack Overlap Support (SLE HPC ESPOS), or to extend the SLE HPC Subscription Offering benefit period.

All LTSS Subscription Offerings require a matching and underlying (i) Current SUSE Linux Enterprise Server Subscription Offering or (ii) Current SLES for SAP Application (x86-64) Subscription Offering or (iii) SLE HPC (x86-64, AArch64) Subscription Offering. Your LTSS Subscription Offering must be registered at SUSE Customer Center (SCC), and you may be required to install the latest LTSS updates.

LTSS for x86 & x86-64 for “up to 100 Instances”, “up to 500 Instances” and “unlimited Instances”

LTSS for x86 & x86-64 has the following Subscription Offering options:

- up to 100 Instances
- up to 500 Instances
- unlimited Instances

This LTSS Subscription Offering is offered strictly per Code Stream and is Hardware Architecture specific.

LTSS for x86 & x86-64, 1-2 Sockets with Inherited Virtualization per Code Stream

This Subscription Offering entitles You to any current LTSS version and is not hardware architecture specific. One LTSS Subscription Offering is required per 1-2 Sockets. For Physical Servers with more than 2 Sockets, Subscription Offerings are Stackable to match or exceed the number of Sockets. Virtualization is inherited from the underlying SLES Subscription Offering.

By way of example, a Physical Server with 4 Sockets needs 2 Subscription Offerings for “1-2 Sockets or 1-2 Virtual Machines.” Six Virtual Machines of the same Code Stream of SLES under LTSS on a SLES Virtualization Host with four Sockets require two SLES Subscription Offerings for 1-2 Sockets with Unlimited Virtual Machines (for the host and VMs) and two LTSS Subscription Offerings of 1-2 Sockets (for the host and VMs).

As a second example, running three Virtual Machines with different Code Streams on the same four-socket SLES Virtualization Host requires two SLES Subscription Offerings for 1-2 Sockets with Unlimited Virtual Machines (for the host) and three LTSS Subscription Offerings (one for each Code Stream executed as VM guest).

LTSS for SLES for z Systems (s390x)

LTSS for SLES for z Systems has the following Subscription Offerings:

- up to 5 IFLs
- up to 10 IFLs
- unlimited IFLs

LTSS for SLES for POWER (ppc64) 1-2 Sockets with Inherited Virtualization per Code Stream

This Subscription Offering entitles You to any current LTSS version for ppc64.

One LTSS Subscription Offering is required per 1 - 2 Sockets. For Physical Servers with more than 2 Sockets, Subscription Offerings are Stackable to match or exceed the number of Sockets. Virtualization is inherited from the underlying SLES Subscription Offering.

By way of example, a Physical Server with 4 Sockets needs 2 Subscription Offerings for “1-2 Sockets or 1-2 Virtual Machines”. As another example, running two Virtual Machines with different Code Streams on a SLES Virtualization Host with 2 Sockets requires:

- One SUSE Linux Enterprise Server Subscription Offerings for 1-2 Sockets with Unlimited Virtual Machines (for the Virtualization Host) and
- Two LTSS Subscription Offerings (one for each Code Stream)

SUSE Linux Enterprise for High Performance Computing Long Term Service Pack Support (“SLE HPC LTSS”) (x86-64, AArch64) 1-2 Sockets with Inherited Virtualization per Code Stream

This Subscription Offering entitles You to any Current LTSS version for SUSE Linux Enterprise for High Performance Computing x86-64, AArch64.

One SLE HPC LTSS Subscription Offering is required per 1 - 2 Sockets per Code Stream. For Physical Servers with more than 2 Sockets, Subscription Offerings are Stackable to match or exceed the number of Sockets. Virtualization is inherited from the underlying SLES Subscription Offering.

By way of example, a Physical Server with 4 Sockets needs 2 Subscription Offerings for “1-2 Sockets or 1-2 Virtual Machines”. As another example, running two Virtual Machines with different Code Streams on a SLES Virtualization Host with 2 Sockets requires:

- One SUSE Linux Enterprise for High Performance Computing Subscription Offerings for 1-2 Sockets or 1-2 Virtual Machine and
- Two SLE HPC LTSS Subscription Offerings (one for each Code Stream)

Extended Service Pack Overlap Support (SLE HPC ESPOS) for SUSE Linux Enterprise for High Performance Computing (SLES for HPC)

The SLE HPC ESPOS (x86-64, AArch64) extends the Subscription Offering benefit period for a particular SLE HPC (x86-64, AArch64) Service Pack. SLE HPC ESPOS entitles You to continue receiving SLE HPC ESPOS (x86-64, AArch64) Subscription Offering benefits under the same conditions as SLE HPC LTSS (per Code Stream and per Hardware Architecture) according the SUSE product lifecycle.

Extended Service Pack Overlap Support (ESPOS) for SLES for SAP Applications

The SLES for SAP Applications (x86-64, ppc64le) Subscription Offering includes ESPOS. ESPOS extends the Subscription Offering benefit period for a particular SLES for SAP Applications (x86-64, ppc64le) Service Pack. ESPOS entitles customers of SLES for SAP Applications (x86-64, ppc64le) to continue receiving Subscription Offering benefits under the same conditions as LTSS (i.e. per Code Stream and Hardware Architecture dependent) according to the SUSE product lifecycle.

Appendix K – SUSE Linux Enterprise for High Performance Computing

SUSE Linux Enterprise for High Performance Computing and SUSE Linux Enterprise for High Performance Computing ESPOS (“SLE HPC ESPOS”)

The Unit of Measure for a SUSE Linux Enterprise for High Performance Computing (“SLE HPC”) Subscription Offering is per 1 - 2 Sockets or 1-2 Virtual Machine per Physical Server used as part of a SLE HPC Cluster. One Subscription Offering is required for a 1 - 2 Socket Physical Server. For Physical Servers with more than 2 Sockets, the number of Subscription Offerings must match or exceed the total number of pairs of Sockets of the Physical Server.

All SLE HPC Nodes within a SLE HPC Cluster must deploy the same SUSE Linux Enterprise Subscription Offering such as (a) “Standard” with SUSE Linux Enterprise for High Performance Computing ESPOS (“SLE HPC ESPOS”) or without ESPOS or (b) “Priority” with ESPOS or without ESPOS. When You acquire a LTSS Subscription Offering for one node in a particular SLE HPC Cluster, You must acquire sufficient Subscription Offerings in the applicable Unit to cover all acquired, installed, or deployed SLE HPC Nodes in that particular cluster.

The amount of Subscription Offerings for a particular SLE HPC Cluster must match or exceed the sum of Subscription Offerings of all Socket Pairs present in the SLE HPC Cluster.

For Physical Servers with more than 2 Virtual Machines, HPC Subscription Offerings are Stackable to match or exceed the number of Virtual Machines. For example, a Physical Server with 2 Sockets and 4 Virtual Machines needs 2 HPC Subscription Offerings for “1-2 Sockets or 1-2 Virtual Machines.”

A SLE HPC Cluster is defined by the following cumulative characteristics:

- One SLE HPC Cluster must consist of a minimum of four (4) Physical Nodes; and
- The SLE HPC Cluster is solely used for compute-intensive or high-performance data analysis distributed tasks sent to individual SLE HPC Compute Nodes within the SLE HPC Cluster (see “Definitions” for more details); and
- External network communication to and from the SLE HPC Cluster must only happen via the SLE HPC Head Nodes. With the exception of (a) communication for purely administrative purposes which in no way interferes with the computation task distributed to any HPC Compute Node and (b) data transfer directly related to computation of a particular computation task between any HPC Compute Node and a storage system or streaming data source. No direct or indirect communication between HPC Compute Nodes and external systems is allowed; and
- The ratio of SLE HPC Head Nodes to SLE HPC Compute Nodes must not exceed a ratio of 1 to 4.

Glossary

“Academic Institution” means an educational institute as stated on <https://www.suse.com/licensing/academic/qualify/>.

“Academic Use” means the benefiting from a Subscription Offering by an Academic Institution.

“Client” is the client part of a client-server application.

“Client Device” is the client device of a solution with client and server device, e.g., SUSE Linux Enterprise Point of Service and SUSE Manager for Retail product family.

“Client Server Application” is an application whose design requires two or more parts to fulfill the dedicated purpose: one or more clients and one or more servers acting together.

“Cloud Computing” means a paradigm for enabling network access to a scalable and elastic pool of shareable physical or virtual resources with self-service provisioning and administration on-demand.

“Cloud Services” means one or more capabilities offered via Cloud Computing invoked using a defined interface.

“Core” means a subunit within a CPU on a single chip that handles the main computational activities of a computer. A CPU may have one or more Cores and therefore be a “Multi-Core CPU” if it has more than one Core.

“Code Stream” is a released version of SLES such as GA (initial release) or a particular Service Pack; each is defined to be a different Code Stream.

“Container” or **“Linux Containers”** are isolated Linux systems (processes or groups of processes) which share a single Linux kernel.

“Container Workloads” are processes running in Linux Containers on a scheduler such as Kubernetes, launched from OCI images.

“CP” means an activated Central Processor and is an IBM mainframe general processor unit for general purpose processing. CPs are also capable of running Linux. Spare CPs are not regarded as “activated CPs.” CPs which are exclusively dedicated to another LPAR (Logical Partition) are not regarded as activated CPs. Shared CPs are regarded as activated CPs.

“CPU” means “Central Processing Unit” and is the functional unit (i.e., the “computing part”) of the computer that interprets and executes instructions for a specific instruction set; it is made up of one or multiple Cores, including the control unit and the ALU.

“CSP”, or cloud service provider means a company offering a cloud-based platform, infrastructure, application, or storage services.

“Current” means an active, valid Subscription Offering. Once a Subscription Offering passes its expiration date, it is “Expired”.

“Device” means laptop, desktop, workstation, server or other physical entity which can process and transfer data.

“Education Usage”, or **“Educational Use”** has the same meaning as “Academic Use”.

“Engine” see IFL or CP.

“Extension” is a product which requires another product as a foundation to be operational. Examples are: SLES (as foundation) and SLE HA (as Extension), SLES (as foundation) and SMT (Subscription Management Tool as Extension), SLES (as foundation) and SLE HA and Geo SLE HA (as Extension).

“Geographically Clustered” means clusters of Physical Servers which are operated with a network signal latency greater than 15 milliseconds.

“Hardware Architecture” or **“Hardware Platform”** means a family of systems which is able to execute the same executable code or programs.

“High Performance Computing Cluster (HPC Cluster)” is defined as a single entity or Physical System to work on specific tasks by performing compute-intensive or I/O intensive operations on sets of data that are networked and managed to perform compute-intensive workloads or high performance data analysis workloads. The HPC Cluster must split tasks into subtasks which are distributed to one or more HPC Compute Nodes for computation. The HPC Cluster consists of a combination of multiple HPC Compute Nodes and at least one HPC Head Node.

“HPC Head Node” is a Physical Server used exclusively to perform management functions for the HPC Cluster. Typical functions include workload scheduling, input/output management, login nodes, HPC Cluster authentication, performance management, Spark Master and software deployment and patching. An HPC Head Node may not perform any function for systems that are not part of the cluster.

“HPC Compute Nodes” is a Physical Server in a HPC System which is connected to the HPC Head Node and is used solely to provide computational processing capacity for HPC workloads.

“IFL” means an Integrated Facility for Linux (“IFL”) on IBM z Systems. An IFL is an IBM mainframe processor capable of running the Linux operating system. An IFL needs to be activated during IML (Initial Microcode Load) and is capable of performing instruction processing. A deactivated IFL cannot execute any instruction. Spare IFLs or deactivated IFLs are not regarded to be activated IFLs. IFL Processors are also available on IBM Power servers with similar characteristics and restrictions as IFL Processors on IBM z Systems.

“Inherited Virtualization” means that an Extension inherits the virtualization type of the Product. The virtualization type is either i) deployment on a Physical Server with no virtualization (“Physical Deployment”) on 1-2 Sockets, or 1-2 Virtual Machines on a VMM, or ii) Virtualized Deployment per “1-2 Sockets with Unlimited (number of) Virtual Machines”.

“IFLe” means use of an IFL with an elastic pricing Subscription Offering.

“Instance” is a physical or virtual entity, which can be identified as such.

“KVM” is the abbreviation for “Kernel Virtual Machine”, a VMM available for different hardware architectures.

“LPAR or DLPAR” means Logical Partition or Dynamic Logical Partition. Different LPAR technologies vary regarding their features. One LPAR context is considered to represent one VM, and any LPAR technology is considered a VMM within the scope of this document.

“Managed Instance” is either an Instance of a third-party product or of a SUSE Product which is managed by SUSE Manager Server.

“MCM” is a Multi-layer Ceramic Module, typically used to achieve high physical integration of electronic components like Processor and cache components.

“MSP”, or managed service provider means a company that remotely manages a customer's IT infrastructure and/or end-user systems, typically on a proactive basis and under a subscription model.

“NVMe” means Non Volatile Memory Express.

“Node” is a physical entity capable of receiving and sending data and temporary storage and reading, writing or performing logical operations with the data. A Node typically consists of one or more Processors, memory, and

input / output devices connecting to other Nodes or other types of devices. It can also have access to directly attached persistent storage, and special purpose Processors.

“Operating Environment” can be a Physical Server or Virtualization Host or Virtualization Environment.

“OSD” means Object-based Storage Device and is a disk as seen by the operating system and is written to by SUSE Enterprise Storage. This can be a physical disk or a partition of an NVMe. **“Patch”** is a corrective fix for an issue. A patch can contain one or multiple files to replace or enhance existing executables, programs, applications or documents.

“Physical Deployment” means deployment or use within a physical hardware environment without abstracting software or Virtualization Host or Virtual Machine Monitor (VMM).

“Physical Node” means Physical Server.

“Physical Server” means a physical computer system, whether in a network that is shared by multiple users or on its own, regardless of whether the physical computer system has been partitioned by software. A Physical Server may contain one or multiple CPUs, Cores, or Processors, regardless of production capacity.

“Physical System” means Physical Server.

“PowerVM” is a virtualization technology to provide DLPARs or LPARs for IBM POWER systems, similar to a VMM.

“powerKVM or KVM for POWER” is a virtualization technology based on KVM, to provide VMs for POWER systems, similar to a VMM. PowerKVM has been withdrawn by IBM.

“POWER or IBM Power or OpenPOWER” is the name used for IBM POWER or third party POWER architecture system offerings. Over time, different names have been in place e.g. “POWER8, POWER7, POWER7+”, referring to different generations of these systems at different times. POWER processors are also used by third parties which offer systems according to the OpenPOWER specifications.

“Private Cloud” means a deployment model where Cloud Services are controlled and used exclusively by You.

“Processor” has the same meaning as CPU.

“Product” is a SUSE product, which does not require another product as a foundation to be operational. Examples are SUSE Linux Enterprise Server and SUSE Linux Enterprise Desktop.

“PTF” is a Problem Temporary Fix: it is an issue to correct one or more customer issues for the time being and is supported until a regular patch is released. Some PTFs might require resolution in the next Service Pack for technical and quality reasons.

“Public Cloud” means a deployment model where Cloud Services are potentially available to any Cloud Service customer and resources thereto are controlled by the Cloud Service provider.

“Raw Storage Capacity” means the total capacity of all storage devices that are allocated to and managed as part of a single Storage Cluster. This measure applies to all physical storage devices configured as part of the cluster. Each cluster is measured and billed independently.

“SCC” is the SUSE Customer Center at <https://scc.suse.com>.

“SCM” is a single chip module, typically used to achieve high physical integration of electronic components.

“Security Fix” is a corrective fix for a security issue.

“Service Pack” is a periodically released, installable collection of updates, fixes, and code enhancements.

“SES Storage Cluster” is a combination of Physical Servers and Virtual Machines running SUSE Linux Enterprise Server and SUSE Enterprise Storage functionality that is managed as a single entity to deliver storage services.

“SES Object Storage Daemon or SES OSD Node” is a Physical Server running SUSE Linux Enterprise Server and SUSE Enterprise Storage that provides data storage services by leveraging the SUSE Enterprise Storage Object Storage Daemon (OSD) functionality.

“SES Object Gateway Node” is one Instance on a Physical Server or Virtual Machine running SUSE Linux Enterprise Server and SUSE Enterprise Storage that is used to provide an object storage interface to a SES Storage Cluster.

“SES Monitor or SES MON Node” is one Instance on a Physical Server or Virtual Machine running both SUSE Linux Enterprise Server and SUSE Enterprise Storage and that monitors (Ceph Monitor) and manages (Ceph Manager) SES OSD Nodes within a SES Storage Cluster.

“SES Management Node” is one Instance on a Physical Server or Virtual Machine running SUSE Linux Enterprise Server, SUSE openATTIC and SUSE DeepSea that is used to provide storage management services for the SES Storage Cluster.

“SES Metadata Server Node” is one Instance on a Physical Server or Virtual Machine running SUSE Linux Enterprise Server and SUSE Enterprise Storage that is used to manage the file system namespace and provide a file system interface to a SES Storage Cluster.

“SES iSCSI Gateway Node” is one Instance on a Physical Server or Virtual Machine running SUSE Linux Enterprise Server and SUSE Enterprise Storage that is used to provide an iSCSI interface to a SES Storage Cluster.

“SES NFS Gateway Node” is one Instance on a Physical Server or Virtual Machine running SUSE Linux Enterprise Server, an optional instance of SUSE Linux Enterprise High Availability Extension and SUSE Enterprise Storage that is used to provide an NFS interface to a SES Storage Cluster.

“SES CIFS/Samba Gateway Node” is one Instance on a Physical Server or Virtual Machine running SUSE Linux Enterprise Server, an optional instance of SUSE Linux Enterprise High Availability Extension and SUSE Enterprise Storage that is used to provide a CIFS interface to a SES Storage Cluster.

“SES Infrastructure Node” is a Physical Server or Virtual Machine running an Instance of SES Management Node, or SES MON Node, or SES Metadata Server Node, or SES Object Gateway Node, or SES iSCSI Gateway Node, or SES NFS Gateway Node or SES CIFS/Samba Gateway Node.

“SES Node” is either a SES OSD Node or a SES Infrastructure Node.

“SES Expansion Node” is either a SES OSD Node or a SES Infrastructure Node in the context of a SES Expansion Subscription Offering

“SMT (Simultaneous Multi-Threading)” specifies the capability of a Processor to execute multiple instruction streams concurrently.

“Socket” is a location on the motherboard or other similar computer circuitry where a CPU has been physically installed on a System (populated). For the purposes of this document, the term Socket is used for Processor Cards, MCMs, SCMs or DCMs for POWER systems.

“Socket Pair” is up to two Sockets on a Physical Node.

“Socket Pair Equivalent” is concept used with IBM Power servers to compute a synthetic Socket Pair count by dividing the number of Physical CPUs assigned to a SUSE Product divided by the number of physical cores per Socket on that Physical Node.

“Stackable” means that multiple Subscriptions Offerings may be aggregated or "stacked" to match or exceed the number of Sockets in a Physical Server. For example, a Physical Server with four Sockets needs two Subscription Offerings for "1-2 Sockets or 1-2 Virtual Machines". Odd numbers of Sockets must be rounded up: e.g., three Sockets in a Physical Server scenario must carry two stacked Subscription Offerings for "1-2 Sockets or 1-2 Virtual Machines."

“Storage Cluster” is a group of servers running SUSE Linux Enterprise Server and SUSE Storage components that are managed as a single entity to deliver storage services.

“Sub-Capacity” is a concept used with IBM Power that allows for Subscription Offerings for SUSE Products to be based on less than the full capacity of activated Processors on the Physical Node for Power servers with four or more Sockets when PowerVM is used to limit the Processor capacity available to a SUSE Product.

“Swift” is the OpenStack Object Store.

“User” is a user or entity accessing the system and establishing a connection to the system, or an entry in a directory, regardless of which kind, e.g., a person, an object such as a company name.

“vCPU” - virtual central processing unit. One or more vCPUs are assigned to every Virtual Machine (VM) within a cloud environment. Each vCPU is seen as a single physical CPU core by the VM's operating system.

“Virtualized Deployment” means deployment or use of the product involving a VMM.

“Virtual Device” is a virtualized resource in a Virtual Machine context, e.g. virtualized processor, virtualized block or network device.

“Virtualization Environment” means a group of Virtualization Hosts on which You can deploy Virtual Machines as if they were running on a single Virtualization Host.

“Virtualization Host” is a single Physical Server which executes one or more Virtual Machines by a VMM.

“Virtual Image” see Virtual Instance.

“Virtual Instance” is one entity of an operating system, workload or application, which is executed in a virtual context created by a VMM.

“Virtual Machine” or **“VM”** or **“Virtual Guest”** means a virtualized context that can execute e.g. one operating system, workload, application, or multiples of such, like a Physical System. Some VMs can be migrated from one VMM context to another, residing on the same Physical System, or on different Physical Systems, or within logical partitions. Some VMMs allow nesting of VMMs (multiple layers of virtualization with the same or different VMMs).

“Virtual Machine Monitor (VMM) or Hypervisor” describes a software and/or hardware technology, which allows creation of one or multiple virtualized contexts for sharing and/or isolating resources of the underlying hardware. A VMM can, by way of example manage and expose these resources to an operating system, workload environment or application. VMMs include without limitation. KVM, Xen, Microsoft Hyper-V, VMware vSphere Hypervisor, DLPAR, LPAR, and z/VM.

“Virtual System” is a virtualized context which is able to abstract a Physical System, like a Virtual Machine. See VM.

“Virtualization Technology” means software and/or hardware technology used to implement e.g. a Virtual Machine Monitor (VMM) and supporting functions such as to manage the lifecycle of a Virtual Machine.

“x86, x86-64, ia64, ppc64, ppc64le, s390, s390x and AArch64” are the Linux instruction set architecture abbreviations for different type of Physical Systems and Processors instruction sets. By example: x86 for Intel and AMD 32-bit x86 Processors, x86-64 for Intel 64 and AMD64 64-bit Processors, ia64 for Intel Itanium Processor

Family, ppc64 for IBM POWER big endian Processor instruction set, ppc64le for POWER little endian Processor instruction set, s390x for IBM z Systems z/Architecture type Processors, and AArch64 for 64-bit Arm architecture Processors.

“Xen” is a Virtual Machine Monitor.

“z Systems or IBM z Systems” is the name used by IBM for mainframe type systems. Over time, different names have been used e.g. “IBM Z, IBM LinuxONE”, “IBM z Systems”, “IBM System z”, “IBM zEnterprise”, “IBM zSeries”, “IBM mainframe”, “IBM S/390”, referring to different generations of these systems at different times.

**EXHIBIT B to
SUSE® Linux Enterprise GSA End User License Agreement for SUSE products**

VLA Agreement and VLA Program Guide

Volume License Agreement

INTRODUCTION. This Volume License Agreement (“Agreement”) is made between the SUSE entity fulfilling Your order (“SUSE”), and the customer accepting these terms (“Customer” or “You”). This Agreement applies to Your order submitted under SUSE’s Volume License Agreement Program (“VLA Program”). By submitting an order under the SUSE VLA Program to a SUSE Reseller, You agree to be bound by the terms of this Agreement. This Agreement is effective on the date Your order is accepted by SUSE (“Effective Date”).

1. DEFINITIONS. Capitalized terms used in this Agreement are defined as follows

- 1.1 Documentation means any user documentation and manuals (including electronic versions) provided by SUSE with a Software product.
- 1.2 Price List means the Corporate Price List as published periodically by SUSE.
- 1.3 Reseller means a SUSE-authorized entity that sells You subscriptions or services under the VLA Program.
- 1.4 Software means the SUSE software product licensed to You under this Agreement, excluding Services Deliverables.
- 1.5 Software Subscription or Subscription means the subscription you purchase under the VLA Program and includes the software upgrades, updates and technical support for the duration of the subscription.
- 1.6 Patch (Update) means a fix or compilation of fixes released by SUSE to correct operation defects (program bugs) in the Software.
- 1.7 Upgrade means any new version of Software which bears the same product name, including version changes evidenced by a number immediately to either the left or right of the decimal (e.g. SUSE Linux Enterprise Server 9.x to 10.x). If a question arises as to whether a product offering is an Upgrade or a new product, SUSE’s opinion will prevail, provided that SUSE treats the product offering the same for its end users generally.

2. LICENSING. The license grants and restrictions for the Software are contained in the End User License Agreement (“EULA”) accompanying the Software. A copy of the EULA is attached. Subject to Your payment of the applicable fees and compliance with this Agreement and the applicable EULA, Your license to use the Software will be perpetual, except as expressly provided otherwise (such as with beta products). To the extent of any conflict or ambiguity between the terms and conditions of this Agreement and the EULA, the terms and conditions of this Agreement will prevail. Ownership of Software is held by SUSE and/or its licensors.

3. PROGRAM CHANGES. The VLA Program Guide is available at

https://www.suse.com/media/guide/volume_license_agreement_program_guide_suse.pdf and forms an integral part of this Agreement. To the extent of any conflict between the terms of this Agreement and the VLA Program Guide, the terms of this Agreement will prevail. Any non-material changes will apply only to purchases made after the effective date of the changes. Any material updates to this agreement shall be presented to Ordering Activity for review and will not be effective unless and until both parties sign a written agreement updating these terms.

4. SUBSCRIPTIONS. The SUSE Software Subscription services described in this section (the provision of Upgrades, Updates and technical support) are a mandatory part of the VLA, and Subscription fees must be paid for such services on all SUSE Software products for as long as this Agreement remains in effect. Should You elect to purchase a Subscription for existing Software products, all of Your installations for that product must be covered. Upon renewal, your payment of Subscription fees will be deemed a representation of the number of installations deployed for the Software. Additional VLA Maintenance requirements are located in the VLA Program Guide. During the period for which Subscription fees are fully paid for all installations, SUSE will provide You with the following:

Patches and Software Upgrades. If SUSE commercially releases any Upgrades and/or Updates during the period covered by Your Subscription, SUSE will make such Upgrades and/or Updates or Patches available to You within a reasonable period of time after they become commercially available. To obtain Upgrades and Updates, You will need to subscribe, at no extra cost, to SUSE’s Upgrade notification service. You will be entitled to install and use such Upgrades and/or Updates up to the number of installations for which You have purchased a Subscription. Use of Upgrades is subject to the restrictions of the EULA provided with the Upgrade.

Technical Support. SUSE will provide technical support services as described in the current, region-specific, support services guide published on https://www.suse.com/media/flyer/suse_support_flyer.pdf and attached hereto, the terms of which are incorporated into this Agreement. The level of technical support services to which You are entitled under the VLA Program is determined at the time of purchase. In order to receive technical support for a SUSE Software product, all of Your installations for that SUSE Software product must be covered by a Subscription.

4.1 Installed Base. You must purchase SUSE Subscriptions for all Your installations of the SUSE Software for the full duration of the Agreement. This includes SUSE products You previously acquired outside Your current VLA agreement. To receive Subscription services for installations that are not at the current product version, You must upgrade them by purchasing a Subscription for the same quantity of new installations for the current supported version. Each copy must be installed on a

machine corresponding to the part number describing such product offering (e.g., Customer cannot apply Subscription benefits received pursuant to a particular subscription offering, such as SLES for X-86, to a different platform for which the offering does not apply, such as SLES for zSeries). Any unauthorized use of the Subscription services will be treated as a material breach of this Agreement. If You wish to increase the number of installations of the Software product, You must purchase the required Software Subscriptions from a Reseller for each additional installation. Upon renewal, Your submission of a purchase order or payment of Subscription fees will be deemed a representation of the number of installations of the Software receiving Subscription benefits.

4.2 Ordering Subscriptions. Subscription fees are calculated on an annual basis, and all fees are due and payable in advance. Each Subscription period shall expire at the end of a one-year period (or the end of the multi-year period), no matter when during such period the Subscription was purchased, unless SUSE and Customer agree to synchronize the Subscription dates in alignment to and conterminous with Customer's other Subscriptions.

4.3 Refunds. If this Agreement is terminated due to SUSE's breach of this Agreement, SUSE will refund any Subscription fees paid for the time period past the first day of the month following the termination date. Subscription fees are not refundable except as expressly provided in this Agreement

5. SERVICES.

5.1 Consulting Services and Premium Support Services. Your optional purchase and SUSE's delivery of Services, such as Consulting and Premium Support ("Services") under the Agreement, are subject to the following terms, unless otherwise agreed in a separate agreement specifically covering those Services.

5.2 Consulting Statement of Work. The parties may choose to enter into a Statement of Work ("SOW") that describes the Services and may cover items such as project scope, code, documentation, media and other objects ("Deliverables"). Any such SOW will be governed by this Agreement's terms.

5.3 Consulting SOW Continuance. If a SOW extends beyond the term of the Agreement, this Agreement will continue in effect solely with respect to such SOW.

5.4 Consulting Completion Criteria. Services will be deemed complete unless within 10 days after delivery, You give SUSE written notice of aspects in which the Services do not meet the SOW requirements. Upon receipt of such written notice, SUSE will use commercially reasonable efforts to make such changes as will be required to correct any deficiencies; if SUSE is unable to correct the Services within a reasonable period of time, SUSE or You may terminate the relevant SOW and SUSE shall provide a refund of the amount You paid for the Services SUSE did not correct.

5.5 Premium Support Services. You may purchase additional optional services such as Premium Support Services as referenced in section 5.1. See <https://www.suse.com/support/> for more details.

5.6 License. Subject to payment of applicable fees for Services and Deliverables, SUSE grants You a nonexclusive, nontransferable, worldwide, perpetual license to reproduce and internally use the Deliverables. All proprietary rights notices must be faithfully reproduced and included on all copies (including any modifications or adaptations allowed by this Agreement or any SOW). Except as expressly provided otherwise in this Section or any SOW, SUSE (and/or its licensors) owns all right, title and interest, including all intellectual property rights, in any Deliverable developed, delivered and/or used by SUSE in the performance of any Services. Neither this Agreement nor any SOW changes ownership of any pre-existing materials.

6. ORDERING AND DELIVERABLES.

6.1 Orders. You must place an order for the appropriate number of Software Subscriptions through a Reseller. The price You pay for Software Subscriptions and support services will be the price you negotiate with Your Reseller in accordance with the GSA Schedule Pricelist. You must place an order for the appropriate number of new Software Subscription installations used or deployed within 30 days after first use of the installation. EXPIRING SOFTWARE SUBSCRIPTIONS AND SOFTWARE MAINTENANCE MAY BE RENEWED FOR AN ADDITIONAL 12 MONTHS AT THE THEN-CURRENT RENEWAL CHARGES BY BOTH PARTIES EXERCISING AN OPTION OR A NEW PURCHASE ORDER. YOU FURTHER AGREE THAT YOUR RESELLER OR SUSE MAY INVOICE YOU WITHOUT A PURCHASE ORDER FOR FEES OTHERWISE OWING UNDER THIS AGREEMENT.

Payment terms for any orders submitted directly to SUSE under this Agreement shall be net 30 days from the date of SUSE's invoice. Payments made later than the due date will accrue interest from the date due to the date paid at the rate indicated by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315.

6.2 Taxes. VLA shall state separately on invoices taxes excluded from the fees, and the You agree either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

6.3 Delivery. Unless otherwise agreed to, the Software (including its documentation) will be delivered to Customer in binary (electronic) format through electronic software distribution. For delivery from the USA to destinations within the USA, delivery terms are FCA (Free Carrier, INCOTERMS) SUSE's dock. SUSE will ship ground only and prepay freight from SUSE's dock to Your forwarder or named destination. All other freight arrangements will be billed to You. For delivery from the USA to destinations outside the USA, delivery terms are DAP-POE (Delivery At Place – Port of Entry, INCOTERMS). SUSE will select a carrier and will prepay shipping and handling charges. You will be responsible for all applicable import duties and value added tax, goods and services tax, or other similar taxes and fees. For delivery within Europe, the Middle-East and Africa ("EMEA"), delivery terms will be CPT (Carriage Paid To Destination, INCOTERMS). SUSE will select a carrier, prepay the freight and invoice You for freight and any handling costs. Destinations for EU countries will be Your nominated delivery point; for non-EU countries, destination will be the point of

import. CPT does not include the payment by SUSE of taxes or any applicable import duties.

6.4 Title & Risk of Loss. For shipment within the United States, title to any deliverables, exclusive of SUSE's rights to intellectual property, and risk of loss will pass to You upon delivery to Your carrier. For shipments from the U.S. to outside the U.S., title to and risk of loss will remain with SUSE until the shipment arrives at the importing country's entry port (or at a bonded warehouse within Canada or Mexico if Customer so requests shipment). For shipments within EMEA (i.e. originating in Ireland), title to and risk of loss passes to You at the Irish shipment point. If You insure shipment, the insurance will protect SUSE's interest until title passes as set forth above. Notwithstanding the above provisions, no title to Master Software is transferred to You.

6.5 Price and Product Changes. SUSE may revise the Price List at any time to (a) change the suggested list prices for Software, Subscriptions, and other services or deliverables, and (b) add or delete Software Subscriptions or other services or deliverables available for purchase. Notwithstanding the foregoing, for purposes of this Agreement, the price list shall be the approved GSA Schedule price list.

6.6 Audit. You will keep complete and accurate records of all Software use. SUSE may at its expense and upon no less than 5 working days written notice audit Your installation, use, or access of the Software and Your related records and VLA payments. As part of such audit, SUSE is entitled to obtain physical and electronic data concerning all Software installation, use, and access at each of Your offices, regardless of their location. At SUSE's option, the audit may be conducted at Your facilities or from a remote location. An audit may be conducted either by SUSE or by its authorized representative, and will not interfere unreasonably with Your business activities. An audit entity will be conducted no more often than once per calendar year at a location, unless a previous audit disclosed a material discrepancy. If an audit shows You have underpaid fees, You must promptly purchase from SUSE at list price sufficient Software Subscriptions to support the actual deployment, including Subscriptions for the time period of the shortfall.

7. TERM AND TERMINATION.

7.1 Term. This Agreement will begin on the Effective Date and will remain in effect until SUSE's Subscription obligations under any order accepted by SUSE under this Agreement are fulfilled.

7.2 Termination for Cause. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, SUSE shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

7.3 Effect of Termination. Upon termination of this Agreement for any reason, Your right to acquire and received benefits for VLA Software Subscriptions under this Agreement will immediately terminate. However, unless Your VLA Program participation and this Agreement is terminated by reason of Your violation of

SUSE's intellectual property rights, Your right to continue to use any perpetual licenses will not be affected, including any Upgrades and Updates to which You were entitled under Subscription benefits.

8. LIMITED WARRANTY.

8.1 Software. SUSE warrants that the Software (including Upgrades/Updates) will conform substantially to the specifications in the Documentation, provided: (a) the Software is not modified by anyone other than SUSE, unless authorized by SUSE in writing; (b) You notify SUSE in writing of the nonconformity within 90 days after You first acquire a Subscription of the Software version; and (c) the Software is installed in a compatible environment. In this Section, "conform substantially" means that the Software conforms to the material specifications in the Documentation. SUSE's only obligation under this warranty, at its option, is to either cause the Software to conform substantially with its specifications or to refund to You the amount paid entitling You to the Upgrade upon Your return of all the Software. In the event of a refund, Your right to use the Software will automatically expire.

8.2 Services. SUSE warrants that any Services purchased under this Agreement via signed SOWs will be performed in a professional manner in accordance with generally accepted industry standards. As files may be altered or damaged in the course of SUSE providing technical services, You agree to take appropriate measures to isolate and back up Your systems. This warranty will be effective for 30 days following completion of the Services, in accordance with Section 5.3 above. Upon receipt of written notice of breach of this warranty, SUSE's obligation is to correct the Services so that they comply with this warranty. If SUSE is unable to correct the Services within a reasonable period of time, Your sole remedy is to terminate the relevant SOW and obtain a refund of the amount You paid to SUSE for the Services SUSE is unable to correct.

8.3 Non-SUSE Products. SUSE does not warrant non-SUSE products. Any such products are provided on an "AS IS" basis. Any technical or warranty service for non-SUSE products is provided by the product manufacturer in accordance with any applicable manufacturer's warranty.

8.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THESE LIMITED WARRANTY SUBSECTIONS, SUSE AND ITS RESELLERS MAKE NO WARRANTY OR REPRESENTATION REGARDING ANY SOFTWARE OR SERVICES. TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUSE AND ITS RESELLERS DISCLAIM AND EXCLUDE ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES OR CONDITIONS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE, AND NON-INFRINGEMENT. SUSE DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL BE WITHOUT DEFECT OR ERROR, SATISFY YOUR REQUIREMENTS, OR PROVIDE UNINTERRUPTED USE OF THE SOFTWARE.

9. LIABILITY LIMITATIONS.

9.1 Indirect Damages. TO THE EXTENT ALLOWED BY APPLICABLE LAW, NEITHER SUSE NOR CUSTOMER WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR

CONSEQUENTIAL DAMAGES WHETHER UNDER CONTRACT OR IN TORT (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INTERRUPTION OF BUSINESS, LOSS OF BUSINESS, LOSS OF PROFITS AND LOSS OF USE OF DATA) RELATED TO OR ARISING OUT OF THIS AGREEMENT, EVEN IF THE BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION DOES NOT APPLY TO VIOLATIONS BY EITHER PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9.2 Direct Damages. SUSE's liability for damages of any type arising out of or related to this Agreement shall be limited to the greater of 1.25 times the actual amounts paid by You for the Software Subscription, service, or deliverable in question, or US\$10,000. This subsection does not apply to any damages for fraud, death, personal injury or tangible property caused by the negligence or willful default of SUSE.

10. GENERAL.

10.1 Choice of Law. All matters arising out of or relating to the Agreement will be governed by the substantive Federal laws of the United States without regard to its choice of law provisions, unless the laws of the state, province, or country of Your domicile require otherwise, in which case the laws so required will govern.

10.1.1 However, if Your principal residence is in (a) a member state of the European Union or (b) a member state of the European Free Trade Association (c) the Republic of South Africa, or (d) Canada, the governing law is that of the country of Your principal residence (and for Canadian customers, the law of the Province of Ontario). If Your principal residence is in any other country in Europe the applicable law will be the law of the Federal Republic of Germany. If Your principal residence is in the Middle-East or Africa (except South Africa), the applicable law will be the law of England. To the extent allowed by applicable law, the terms of the United Nations Convention on the International Sale of Goods will not apply, even where adopted as part of the domestic law of the country whose law governs the relationship.

10.1.2 Each party will, at its own expense, comply with any applicable law, statute, administrative order or regulation. Any suit, action or proceeding arising out of or relating to the Agreement may only be brought before a court of appropriate jurisdiction in the state whose law governs this Agreement under the terms of this Section. If a party initiates legal proceedings related to this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees.

10.2 Assignment. Neither party may transfer or assign any Agreement right or obligation without the prior written consent of the other.

10.3 Confidentiality Obligations. The receiving party of Confidential Information will exercise reasonable care to protect any Confidential Information from unauthorized disclosure or use. The receiving party may disclose Confidential Information only to its employees or agents with a need to know such information and will inform such employees and agents by way of policy or agreement that they are bound by confidentiality obligations. "Confidential Information" means the terms of this

Agreement and any other information that (i) if disclosed in tangible form, is marked in writing as confidential, or (ii) if disclosed orally or visually, is designated orally at the time of disclosure as "confidential." Confidential Information will not include information (a) already in the receiving party's possession without obligation of confidence; or (b) independently developed by the receiving party; or (c) that becomes available to the general public without breach of this Agreement; or (d) rightfully received by the receiving party from a third party without obligation of confidence; or (e) released for disclosure by the disclosing party with its written consent; or (f) required to be disclosed by law, regulation, or court order. SUSE recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor. These confidentiality obligations will survive 3 years after expiration or termination of this Agreement. SUSE retains the right to use its knowledge and experience (including processes, ideas, and techniques) learned or developed in the course of providing any services to You.

10.4 Publicity. You agree that SUSE may use Your participation in the VLA Program as a commercial reference to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71 unless You otherwise inform SUSE in writing.

10.5 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to its subject matter. This Agreement supersedes all prior and contemporaneous agreements, proposals and statements on this subject matter. SUSE may change the terms of this Agreement by giving You notice by letter, email or other written publication. Such change applies as of the date SUSE specifies in the notice. You agree that you have consented to any such change if You do not notify SUSE in writing, prior to the effective date specified in SUSE's written publication, that You disagree with the change. Except as otherwise stated herein, this Agreement may only be modified in writing signed by authorized representatives of each party. Purchase order terms will not modify the Agreement unless the parties agree otherwise in writing.

10.6 Severability/Waiver. If a provision is invalid or unenforceable, the remaining provisions will remain in effect and the parties will amend the Agreement to reflect the original agreement to the maximum extent possible. No waiver of any contractual right will be effective unless in writing by an authorized representative of the waiving party. No waiver of a right arising from any breach or failure to perform will be deemed a waiver of any future right.

10.7 Notices. Notices to a party must be in writing and sent to the party's address provided above or such other address as a party may provide in writing. Notices may be delivered in a format reasonably chosen by the notifying party.

10.8 Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f).

10.9 Survival. The provisions of this Agreement, which by their nature extend beyond termination of the Agreement, including Sections 2, Licensing, 6.6, Audit, 8, Limited Warranty, 9,

Liability Limitations, and 10, General, will survive termination of the Agreement.

10.10 Intellectual Property Rights/Remedies. Nothing in this Agreement waives or limits extra-contractual rights or remedies available to SUSE to protect its rights in the Software, including those available under U.S. copyright law, international treaties, or national copyright and intellectual property laws of the countries in which You may use the Software.

10.11 Export Compliance. Any products or technical information provided under this Agreement may be subject to U.S. export controls and the trade laws of other countries. The parties agree to comply with all export control regulations and to obtain any required licenses or item classification to export, re-export or import deliverables. The parties agree not to export or re-export to entities on the current U.S. export exclusion lists or to

any embargoed or terrorist supporting countries as specified in the Export Administration Regulations (EAR). The parties will not use deliverables for prohibited nuclear, missile, or chemical biological weaponry end uses as specified in the EAR. Please consult the Bureau of Industry and Security web page: www.bis.doc.gov before exporting or re-exporting items subject to the EAR. Refer to: www.suse.com/company/legal/ for more information on exporting Software. Upon request, SUSE can provide information regarding applicable export restrictions. However, SUSE assumes no responsibility for Your failure to obtain any necessary export approvals.

Customer agrees to the terms of this Agreement and has caused it to be accepted by an authorized representative.

Program Guide

2021-01-14, v2.0

Volume License

Agreement – Program Guide

The SUSE Volume License Agreement (VLA) program offers a flexible, easy and affordable way to purchase SUSE products and solutions. There is no minimum purchase, no signed contract, and you can purchase from one of SUSE's many authorized resellers.

(The information presented here is applicable worldwide, with exceptions as noted, and generally describes the VLA. This program guide is subject to change, however, for purposes of this Agreement, only changes made and agreed to in writing will be incorporated. All buying programs are governed by the terms and conditions of the specific licensing agreement, which incorporates the information provided in this program guide. For VLA, the terms and conditions of the program agreement can be found at: https://www.suse.com/media/agreement/suse_vla.pdf.)

Licensing

SUSE Software – SUSE software products are delivered as subscriptions which allow you to use the software and its entitlements such as support and other services for a specified period, typically 1, 3, or 5 years. (Note: The approved price list for the “SUSE® Linux Enterprise GSA End User License Agreement for SUSE products” contract is the approved GSA Schedule price list. Only multi-year SKUs included as a part of this approved GSA Schedule price list will be allowed. In the event no multi-year SKUs are provided are on the approved GSA Schedule price list, then those SKUs will not be included as a part of this Agreement.) When you purchase a subscription for a SUSE product, you can use the subscription for the period for which subscription fees have been paid. Your subscription will include software upgrade, updates, and technical support for the duration of your subscription (hereafter, a “SUSE Subscription”).

When you purchase SUSE Subscriptions:

- The grants and restrictions for the use of the software are contained in the End User License Agreement (EULA) accompanying the software. A copy of the EULA can be obtained at: <https://www.suse.com/licensing/eula/>. For purposes of this agreement, the EULA is attached.
- The terms and conditions governing the SUSE Subscription offerings (e.g. counting options and units of measure) are

specified at:

www.suse.com

https://www.suse.com/products/terms_and_conditions.pdf.

For purposes of this Agreement, these terms are attached as

Exhibit A.

- The terms and conditions of the VLA program can be found at: https://www.suse.com/licensing/vla_documents/. For purposes of this Agreement, this VLA Program Guide is incorporated and attached to the Agreement.

When you purchase a SUSE Subscription from your authorized reseller via the VLA Program, the subscriptions and its entitlements for technical support and updates and upgrades will be delivered to you electronically by SUSE to your specified email address, directly upon receiving your valid order.

SUSE Subscriptions

SUSE Subscriptions are a critical component of our SUSE buying programs. SUSE Subscriptions are part of our ongoing commitment to help you achieve success with your solutions and products. With SUSE Subscriptions, you receive the software upgrades, updates, and technical support you need to manage costs, minimize risks, and focus on meeting your business objectives.

Product Upgrades and Updates – SUSE Subscriptions provide you with immediate access to new software releases and updates without additional costs, complicated budgeting cycles or individual software purchase requests. You can obtain the latest upgrades and updates automatically for access to the features and functionality that can help you maintain the highest levels of security and productivity.

Technical Support – Your SUSE Subscription entitles you to a direct connection to our award-winning support organization.

Support Benefits	Standard SUSE Subscription 12x5	Priority SUSE Subscription 24x7x365
ACCESS		
TECHNICAL SUPPORT INCIDENTS	Unlimited	Unlimited
RESPONSE TIME	Severity 1 = 2 hours Severity 2 = 4 hours Severity 3 = Next business day Severity 4 = Next business day	Severity 1 = 1 hour Severity 2 = 2 hours Severity 3 = 4 hours Severity 4 = Next business day

Rancher Support – December 1, 2020, SUSE finalized the acquisition of Rancher Labs. For ease of continued business operations, SUSE will honor all existing Rancher customer contracts to avoid degradation of services received. Rancher customers will continue to receive support as more fully described at <https://rancher.com/support-maintenance-terms/>. Upon renewal of the Rancher subscription, Rancher customers on Rancher Standard technical support will transfer and renew at the SUSE Standard support level. Rancher customers who purchased Rancher Platinum technical support will transfer and renew at the SUSE Priority support level. Rancher customers may not downgrade Rancher Platinum technical support to SUSE Standard level of technical support. Upon renewal or future purchases of Rancher products and services, Rancher customers will transition into the relevant SUSE buying program.

Pricing

VLA pricing is based on your program participation and current (published) recommended reseller pricing. However, your authorized reseller determines final pricing in accordance with the approved GSA Schedule price list.

Special VLA purchasing and subscription options, on top of the general VLA benefits, are available to qualified institutions. SUSE has the following special VLA programs:

- For federal government (VLA-FED)
- For recognized non-profit organizations (VLA-NPG)
- For schools or academic institutions (VLA-ED)
- For academic hospitals and public libraries (VLA-ED)
- For resellers who host SUSE Subscriptions on behalf of a customer (VLA-HOST)

Contact your authorized reseller to see if you qualify for any of these VLA programs and if additional benefits may apply.

Establishing Your Volume License Agreement

Virtually all SUSE software products are available to VLA customers through our authorized resellers.

We require no special forms, but to be able to deliver and subsequently support you, your order to your reseller needs to include the following information with your Purchase Order:

- **Company name** – as registered with the Chamber of Commerce, and full address
- **Contact information**
 - Contact person
 - Phone
 - Email
 - Delivery Email (if different than contact email). This will be used for guaranteed software delivery and to get access to support.
- **Product order** – per product
 - Correct and valid part number(s) – i.e., available via current and published VLA Price List
 - Quantity
 - Subscription start and end dates – if period is different from the agreed subscription term (see paragraph ‘Detailed Purchasing Requirements’ for further details).
- **VLA customer number**
- **Any other information your authorized reseller requires to process the order, such as Billing Address, VAT Number, etc.**

With your first VLA order, you'll receive a VLA customer number which should accompany all future orders. Your authorized reseller will also receive this number and must use it to place your order with a distributor. You may choose and change resellers at any time – no notification to SUSE is required, and you can continue to use your VLA customer number. An overview of resellers can be found at <https://partner.suse.com/directory/>. These resellers have built a recognized level of SUSE solution expertise, however, you can select any other authorized reseller of your choice.

Using Your Volume License Agreement Number

You are able to manage all subscription entitlements via a single VLA agreement number, provided that all purchases and deliveries go through the original purchasing entity location associated with the specific VLA contract.

Alternatively, each affiliated business location or division may choose to establish its own VLA number. If you wish, you can use one or several VLA numbers to administer SUSE products.

Fulfilling Your Order

When you place an order with your authorized reseller, the authorized reseller transmits the order to an authorized distributor and then to SUSE. We fulfill the order directly. To help you receive and deploy the software as seamlessly as possible, we deliver SUSE Subscriptions and related documentation electronically. When you order, you will receive a web link to a page from which you can log in and download your software. We will send electronic media to the email address you provide on your order.

Software and media kits include the software you need to install your products. Although the software itself may not restrict additional installations, you may install only up to the number of SUSE Subscriptions for you have paid the relevant subscriptions fees.

Purchasing Subscriptions for Your Entire Install Base – To receive technical support benefits for SUSE products, you must have purchased Standard and/or Priority Subscriptions for all SUSE software acquired, deployed, or installed (see the SUSE Subscription Offering Terms and Conditions). You may mix Standard and Priority Subscription types according to the support coverage you need for specific servers. You must purchase SUSE Subscriptions for all instances of your SUSE product from the day you copy, install, deploy, or use it. If you have a SUSE Subscription for a product without covering all instances of the full install base that your company deploys, you might create compliance and contract infringements that could result in:

- Loss of access to technical support for any instance of the product affected
- Subscription compliance verification in line with agreement terms and conditions

- Additional costs: if you cannot provide reasonable evidence of the copying, installation, deployment, or use date, you may be required to pay back SUSE Subscription fees from the initial date of product purchase.

SUSE Subscription Coverage Dates – We sell SUSE Subscriptions in increments of 1, 3, or 5 years. (Note: The approved price list for the “SUSE® Linux Enterprise GSA End User License Agreement for SUSE products” contract is the approved GSA Schedule price list. Only multi-year SKUs included as a part of this approved GSA Schedule price list will be allowed. In the event no multi-year SKUs are provided are on the approved GSA Schedule price list, then those SKUs will not be included as a part of this Agreement.) We calculate the term from the first day of the following month through the purchased period. For example, for Subscription that you purchase on January 15, your billing term will begin on February 1, and expire on January 31 of the following year. While your term begins on the first of the month, you are entitled to receive coverage and benefits from the date of your Subscription purchase in the prior month. Many customers experience incremental growth, requiring them to make multiple SUSE Subscription purchases throughout the year. Therefore, you might have multiple renewals each year.

Managing Your Subscriptions – You can register, maintain, and view your Subscriptions at SUSE Customer Center: <https://scc.suse.com/login>. From SUSE Customer Center, you can also access technical support. If you experience issues registering with SCC after purchase of Subscriptions for a product, please contact entitlements@suse.com.

Renewing Your Subscriptions

You can easily manage the renewal of your purchased SUSE Subscriptions. SUSE may send you a renewal notification(s) via email to inform you when a purchased Subscription is getting close to expiration. However, not receiving such notification shall not relieve you of any obligations set forth in the VLA and VLA program requirements. The notification will contain the number of SUSE Subscriptions, as well as part numbers, that are up for renewal, so it is simple to provide this information to your reseller.

SUSE does not have renewal part numbers, so if you need a different number of Subscriptions from what is indicated on the renewal notification, simply adjust the required quantity on the order request to your authorized reseller. You may also add other SUSE products to the same order. However, please ensure that you conduct a proper count of needed SUSE Subscriptions, because your order will be deemed a correct representation of the number of SUSE Subscriptions.

Renewing on Time – SUSE may release several high-security patches every month (on average about 10 per month, depending upon the product), in addition to numerous other important but non-critical improvements. These allow you to avoid security vulnerabilities and reduce risk continuously. To ensure that you do not incur unintentional gaps in support – even as short as a few days – we recommend that you place SUSE Subscription renewal purchase orders with your reseller at least five days before the renewal due date.

In addition to the convenience of uninterrupted critical support services, compliance with software license policies, as well as contractual terms and conditions, uninterrupted services provide some additional key benefits:

- **Reduce administrative time:** Continuation of existing subscription key installment. In short, your existing environment does not require re-initiation of new subscription keys. If the order is placed on time, the old keys remain active, reducing the amount of time you have to register the environment.
- **Avoid unintended service surprises:** Continuation of SUSE technical support, project support, and/or consultancy is dependent upon the underlying Subscriptions. If those expire, the technical services – such as a Support Engineer or Long Term Support Services – are temporarily suspended as well.
- **You want to keep your rights:** Certain products may have “grandfather” rules through which SUSE allows use of product features that are no longer included in the most recent version (an may have become paid-for services instead). Breaking continuous support will also discontinue any “grandfather” benefits (including pricing) you may have received.

That may result in unaccounted for additional fees when finally renewing.

- Experience continuous support from 3rd-party vendors: When your Subscriptions are no longer supported, often your support for the underlying hardware or the support for the certified workloads that you run with the Subscriptions may also go partly unsupported, even if your maintenance support with the hardware vendor is still current.
- Receive continuous support for your service requests: Any open Service Request worked on by SUSE Engineering that is related to SUSE Subscriptions that are not current will be placed on hold. Also, many hardware and software vendors have level 3 (back-end) engineering integration with SUSE, where we work together on reported bugs and issues. In these cases as well, if the related Subscriptions and fees are no longer current, the reported issues will be put on hold.

SUSE wants to make sure you can benefit from the services and support that you need – continuously. Therefore, if you run into the situation of unforeseen delays in your SUSE Subscription renewal (or have any other renewal-related issues), please contact your SUSE Renewal Sales Representative directly as soon as possible so that we can help you address the potential gap in coverage.

Co-Terming Your SUSE Subscriptions of the Same Product to One Date

– Rather than having multiple renewals each year, you may want to consolidate your renewals to one convenient co-term date. You may want to do so for convenience either related to SUSE Subscriptions with different end dates or related to dates that are important for you to run the business (e.g., related to budget cycles or other hardware/software renewal dates).

To co-term SUSE Subscriptions, SUSE supports the purchase of a different subscription duration time frame than is standard for a part number. Depending on the product, SUSE Subscriptions may be available as 1, 3, or 5-year part numbers. When co-terming, the selected time frame cannot be shorter than stipulated by the chosen part number duration. In addition, your reseller needs to align with SUSE before placing the order.

For example: You would like to purchase a SUSE Subscription for Product A for 15 months to be able to co-term it with another subscription for the same product. You could do this by purchasing Product A, which has a part number valid for 1 year, and pro-rate it for 15 months instead.

However, in the same example, you would not be able to co-term Product A for 3 months instead because Product A has a minimal subscription duration set for 1 year.

In short, co-terming is always for a period longer than 1 year.

Detailed Purchasing Requirements – What to Buy and When

You must purchase Standard and/or Priority Subscriptions for all SUSE products acquired, installed, deployed or used during the full duration of your Subscription term. This includes all SUSE products you previously acquired outside of your participation in the VLA program and agreement. All SUSE products you deploy should be under current SUSE Subscription support via the VLA Program (or other SUSE authorized buying program¹). You can review the support product information for your SUSE Subscriptions at: <https://www.suse.com/support/>.

Subscription Availability, Past-version Product Rights –

You can purchase SUSE Subscriptions during the General Support phase of the Product Support Lifecycle. Support beyond the General Support phase may be available for an additional fee plus current SUSE Subscriptions fees on the replacement product. With Subscriptions you are automatically entitled to new product upgrades and updates as soon as they become available. All products you license under the VLA are licensed for prior versions. You can purchase current SUSE

Subscriptions without having to redeploy your installed versions. For example, in many cases, if you purchase or subscribe to Product A 7.0, you may opt to use Product A 6.5 until you are ready to begin using the latest version. However, at no point may a previous version and updated version be simultaneously installed under the same Subscription. Although you have the flexibility to run older versions of products, full support may only be available on the most recent versions.

Some of the benefits of past-version product rights include:

- Flexibility – You can choose the product version you want to install, yet still be licensed to use an earlier version when you choose to do so.
- Lower Costs – You can purchase the latest version release and choose to use an older version of the software. Because you are already licensed for the current version, you can migrate to the current version when you are ready at no additional cost.

Although you may be using a prior product version, the latest version release of the SUSE software determines the licensing requirements for this product. For example, if you are licensed for Product B 8.0 (which is licensed or counted by users), but are using Product B 5.1 (which is licensed or counted by server connections), you would determine licensing counts by user.

When possible, you should use your existing, previous-version media for installation: we will not always have media available for previous-versions when you need new installations of previous-versions. You may not make new copies of previous versions.

An overview of the available support from the moment of General Availability (GA) of a product version, its Service Packs under support, and additional support services or restrictions can be found at: www.suse.com/lifecycle.

Cancelling Your Auto Renewals – (NOTE: The following section does not apply to this Agreement.)

Through the VLA’s auto-renewal provision, continuous renewal of your SUSE Subscriptions assures guaranteed and uninterrupted support, even when your purchase order at an authorized reseller of choice may be delayed. In that case, SUSE provides uninterrupted support services and you have provided authorization for your authorized reseller to invoice you for the support services automatically.

To stop the continuous support for automatic invoicing agreement, you need to notify SUSE via a cancellation notification an adequate number of days as specified in the VLA before your renewal date. The address to use for Auto Renewals is the same as for cancellation of the VLA contract (see below).

Cancelling Your Volume License Agreement

[Termination of your VLA is governed by the Volume License Agreement. Termination takes effect after your last SUSE Subscriptions have expired. You must inform us](#) an adequate number of days as specified in the VLA prior to the last SUSE Subscription expiration date.

Please use the following address:

<p>North America, Canada, Latin America, and Asia Pacific</p>	<p>Attn: Le cor</p>
<p>Europe, Middle East, and Africa</p>	<p>SUSE Sc Attn: Cor Sandyford</p>
	<p>EMEA C 39</p>

SUSE Subscription fees and other VLA purchases are not refundable except as may be expressly stated otherwise in your VLA agreement.

Additional Support, Training, and Consulting Services

Our service offerings give you peace of mind as you design, build, and support your IT systems. You can build a customized pack to meet your needs and maximize the value of your investment in our products. Pricing for add-on support services is available on the VLA price list².

We provide a broad spectrum of certification and training opportunities to support the solutions that power your business. We also provide direct consulting services to help you implement the best enterprise technology solutions based on our products. For services we provide under the MLA through a statement of work, the MLA terms (or a separately signed services agreement, if applicable), along with this Program Guide, govern the purchase of those services. If you have a non-standard MLA that does not contain services terms, in the absence of a separately signed services agreement, the SUSE standard terms and conditions accompanying the statement of work govern the purchase of those services and are considered as part of this Program Guide.

Appendix

Notifications for Software Updates – You can subscribe to receive notifications of software updates at SUSE Customer Center. Visit www.suse.com/support for links to SUSE Customer Center, discussion forums, available updates and more.

Product Support Lifecycle – You should periodically review the product support lifecycle information for your products. This information can be found on: www.suse.com/lifecycle.
Contact – Contact your local SUSE authorized reseller or call SUSE Sales at 1(800) 796-3700.

Notes

¹The following SUSE Subscriptions are under valid support in combination with additional Subscriptions purchased via the VLA program:

- If obtained via Original equipment manufacturer (OEM) hardware or appliance delivery where the SUSE Subscription is valid;
- Active SUSE Subscriptions obtained either via a reseller or directly via another SUSE recognized buying program. For example, SUSE VLA-ED Program, SUSE Cloud Service Provider Program (CSP) or the SUSE Shop.
- Evaluation subscription within the approved evaluation program.
- Extended Evaluation use of SUSE subscriptions agreed to in additional SUSE programs among others but not limited to: SUSE Partner One Program (for demo and proof of concept purposes), SUSE Academic Program (for continuous education lab environment for promotion of open sources towards students).

The SUSE Master License Agreement (MLA) and Volume License Agreement (VLA) cannot be used by the same customer, and will require additional review and approval from SUSE.

²Instructor-led certified SUSE product and solution trainings are delivered by our authorized training partners and are related to but not directly part of the VLA buying program. For more details, check out <https://training.suse.com> for options.



Support Benefits	Standard Support Subscription	Priority Support Subscription
Access	12-hour, business days	24-hour, 365 days per year
Technical Support Service Requests	Unlimited	Unlimited



SUSE Support

Implementing SUSE solutions for the first time or expanding your IT infrastructure to meet the needs of the digital economy? SUSE® Support is your key to success with your enterprise-grade, open source solutions with a global partner that is always on, experienced and treats you like family.

Standards:

- **Always on:**
Available when you need us. Connect online using forums, knowledgebase articles, documentation and chat (online or phone).
- **Experienced:**
Over 25 years of open source experience, affording you the deep technical expertise to quickly troubleshoot issues. Collaboration with product engineers and managers.
- **Treats you like family:**
With you every step of the way, from logging new incidents to problem resolution. Just like family, SUSE Support is transparent, proactive and honest.
- **Product:**
SUSE Support

and communities to deliver enterprise-grade, open source solutions and will be your advocate for new features and upstream fixes for your open source solutions. Our holistic approach to support ensures you get the most of your software solutions. An open source solution backed by SUSE Support means you have the SUSE team behind you helping you achieve your business success.

Backed by SUSE Support
Backed by SUSE Support means peace of mind for your business. From business critical systems to edge devices, if you are running open source software, you need to be sure you are backed with quality support. Because you cannot afford failure, downtime is not an option.

Support means you are using an enterprise grade, secure product that is hardened and secured for the most demanding of IT departments—yours.

You also receive proven, worldwide, follow-the-sun, personalized support from the leaders in open source. SUSE Support provides a holistic approach to support, ensuring that you get the most from your solutions, including access to hundreds of online articles, technical documentation, blogs and forums. The SUSE Support team cares about your business success.

SUSE Support is founded on three guiding principles:

1. **Always On.** SUSE Support is available when you need help. You can contact

us via phone, web or chat. SUSE provides flexible support options, so you always get the right level of support for your business. Follow the sun support means that you can access live people in your geography. You can also connect with SUSE through our forums (monitored by community members), knowledgebase articles and technical documentation.

2. **Experienced.** SUSE has more than 25 years of open source experience. Our support engineers have the deep technical knowledge to help you minimize downtime and quickly troubleshoot issues. Our support, product engineering and product management teams collaborate regularly with each other and the open source community, so we can proactively release multiple security patches and updates to your software.
3. **Treats You Like Family.** Our support engineers care about your success and are with you every step of the way, from logging a new incident to problem resolution, just like family. We are transparent and proactive and will communicate with you openly and honestly. Our goal is your complete satisfaction.

“A community-supported Linux distribution would not provide the required infrastructure and support, leaving our network at risk. We wanted an enterprisegrade solution and SUSE was the obvious choice.”

HELMUT TRILLER
IT Director Backend and Cloud Services
Knorr-Bremse

Backed by SUSE Support means your business is secure in the knowledge that it will always have a relationship with a SUSE team that provides business value and customer satisfaction.

SUPPORT THE WAY YOU WANT IT

SUSE Support comes in two tiers, standard and priority, giving you the flexibility to choose the level of support that best meets your needs.

For software used in non-critical production and test environments without the need for 24x7 support coverage, we offer a SUSE Standard Subscription. With this support option, you receive:

- Access to the team during business hours, in your local geography.
- Access to all updates, patches and security fixes.
- Unlimited support cases and access to all SUSE product information, knowledgebase articles and forums.

Standard	
Software Upgrades & Updates	Yes
Technical Support	Unlimited
Methods of Access	Chat, Phone, Web
Access Hours of	12x5
Access	2 Hours Severity 1 4 Hours Severity 2 Next Business Day Severity 3 Next Business

For software used in production environments and business-critical solutions, we offer the SUSE Priority Subscription. With this support option, you receive:

- All the benefits of the SUSE Standard Subscription.
- Access to the team 24x7.
- Rapid response times of as little as 60 minutes.

Priority	
Software Upgrades & Updates	Yes
Technical Support	Unlimited
Methods of Access	Chat, Phone, Web
Response	1 Hour Severity 1 2 Hours Severity 2 4 Hours Severity 2 Next Business Day

Choose the right open source solution for your business—choose a solution backed by SUSE Support

“The SUSE support is second to none—thanks to the close collaboration between SUSE, SAP and IBM, we get quick and comprehensive responses from the support team and can keep our systems running reliably.”

VOLKER FISCHER
Senior Manager Server Services
Bosch Group

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TARGUS WARRANTY

TARGUS LIMITED WARRANTY

WHO IS COVERED? This limited warranty is non-transferable and covers only the original end purchaser. Coverage terminates when the original purchaser sells or otherwise transfers the product. An original or copy of a sales receipt from the original Targus authorized sales retailer is required for warranty service. This limited warranty does not cover products purchased from 3rd party sellers on online sales auction sites. Online sales auction confirmations are NOT accepted for warranty verification.

WHAT IS COVERED? Targus warrants that the following products (the "Product(s)") will be free from defects in workmanship and materials under normal use for the durations set forth immediately below ("Limited Warranty Period"):

- For Targus notebook cases, a limited lifetime warranty on the case for as long as the original end purchaser owns the product, with one (1) year from the date of original purchase on any electronic parts incorporated into such cases.
- For Targus docking stations and Targus CD/DVD carrying cases, three (3) years from the date of original purchase.
- For Targus power adapter products, two (2) years from the date of original purchase.
- For Targus tablet and e-Reader cases purchased before January 1, 2015, one (1) year from the date of original purchase.
- For Targus tablet and e-Reader cases purchased after January 1, 2015, a limited lifetime warranty on the case for as long as the original end purchaser owns the product, with one (1) year from the date of original purchase on any electronic parts incorporated into such cases.
- For smartphone cases and all other Targus products, one (1) year from the date of original purchase.

WHAT IS NOT COVERED?

- Normal wear and tear of Product use;
- Misuse, lack of care, mishandling, accident, abuse or other abnormal use, or acts of God, such as floods and earthquakes;
- Use of the Product other than for its intended purpose;
- Damage caused by improper or unauthorized repair or maintenance;
- Product that has been modified or altered;
- Any product that is not manufactured by Targus (including, without limitation, any non-Targus product that is used in connection with the Product).

HOW TO MAKE A WARRANTY CLAIM: To report a warranty defect, please contact customer support through the [Ask a Question](#) tab located in our FAQ Knowledge Base. International customers should contact the [Targus office closest to you](#). Please include your telephone number so that we may contact you.

When submitting a warranty claim, we will require proof that the claim is valid. In this regard, we will always require that (i) you provide us with an original or copy of your sales receipt as proof of purchase and (ii) you return your product to us for warranty coverage verification. You are responsible for shipping costs to Targus but there is no charge for the inspection or the return postage. Targus is not liable for Products that are damaged or lost in transit to Targus. We recommend that you ship your returned Products to Targus via a trackable shipment method. You are responsible for customs fees, including, but not limited to, taxes, duties and brokerage.

All products returned to Targus will be subject to review for authenticity. Products determined to be counterfeit will be confiscated and turned over to our legal department for action. Counterfeit cases will not be returned and consumers should seek restitution from their original place of purchase.

SOLE AND EXCLUSIVE REMEDY: If we find that the Product is defective in materials or workmanship and otherwise meets the terms of the applicable limited warranty, your sole and exclusive remedy for a breach of this limited warranty, and Targus's sole and entire liability is, at Targus's option, to repair or replace the defective Product using new or refurbished parts or Products. Repair or replacement (including parts and labor and shipping costs) shall be made at Targus's expense. Targus reserves the right to send you a replacement product that is the same or of a similar style or a substitute equivalent that may not be of like kind (depending on availability). Replacement products are warranted as above for the remainder of the original applicable Product Warranty Period. For purposes of this limited warranty, "refurbished" means a product or part that has been substantially returned to its original specifications.

WARRANTY DISCLAIMERS

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LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

LIMITATION OF LIABILITY

IN NO EVENT SHALL TARGUS OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF THE USE OF THE PRODUCT, INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, LOSS OF VALUE OF THE PRODUCT OR ANY THIRD PARTY PRODUCTS THAT ARE USED IN OR WITH THE PRODUCT, OR LOSS OF USE OF THE PRODUCT OR ANY THIRD PARTY PRODUCTS THAT ARE USED IN OR WITH THE PRODUCT, EVEN IF TARGUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TARGUS HAS NO LIABILITY FOR ANY DAMAGE OR DESTRUCTION TO CONSUMER ELECTRONICS DEVICES OR OTHER PERSONAL PROPERTY THAT ARE IN OR CONNECTED TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, LAPTOPS, TABLETS, SMARTPHONES, OR OTHER DEVICES, OR ANY LOSS OF DATA CONTAINED IN THE FOREGOING DEVICES. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE), THE ENTIRE LIABILITY OF TARGUS AND ANY OF ITS SUPPLIERS SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCT. SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Please Note: Features and specifications of all Targus products are subject to change without notification.

VEEAM EULA

Veeam Software ("Veeam") End User Software License Agreement ("EULA")

Important - Read Carefully

This EULA is a legally binding agreement between licensee end user ("End User") and Veeam setting forth the terms and conditions governing the use and operation of Veeam's proprietary computer software products (the "Software") and the written technical specifications for the use and operation of the Software (the "Documentation"). Where the sense and context permit, references in this EULA to the Software include the Documentation. By downloading and installing, copying or otherwise using the Software, and/or otherwise accepting this EULA, End User agrees to be bound by the terms and conditions of this EULA. If End User does not agree to or accept the terms of this EULA, End User may not access or use the Software.

1.0 Definitions

- 1.1 "Fee(s)" means any License, Maintenance, professional services, consulting or other Fees agreed to by the parties as set forth in a Transaction Document.
- 1.2 "Maintenance" and "Maintenance Policies" have the respective meanings set forth in Section 3.0.
- 1.3 "Transaction" and "Transaction Document" have the following meanings: "Transaction(s)" is a License transaction pursuant to which End User: i) accepts this EULA as provided above and ii) takes actual or constructive possession of the Software.
- 1.4 "Open Source" means various open source software components licensed under the terms of applicable open source license agreements included in the materials relating to such software. Open Source Software is composed of individual software components, each of which has its own copyright and its own applicable license conditions. A current list of Open Source Software used by Veeam can be found at <http://www.veeam.com/veeam-oss.html>.

2.0 Grant of License

2.1 License Grant. When the Software is delivered to End User as part of a Transaction, End User will have, subject to the terms and conditions of this EULA, a perpetual, non-transferable, non-exclusive, license ("License"), to use the Software in object code format, solely for End User's internal business purposes for the management and processing of its own data and not the data of any third party(ies). Notwithstanding the above, subject to Section 7.0 Assignment, Veeam agrees that it will permit the transfer of fully paid licenses in the event the State merges or consolidates state entities.

3.0 Maintenance

Maintenance and support ("Maintenance") for the Software will be available in accordance with Veeam's applicable Maintenance Policies then in effect and shall commence on delivery of the Software. Provided End User is current on Maintenance, End User will receive (a) online support and (b) any Software updates, enhancements and/or improvements that are included or otherwise separately defined under the Maintenance Policies and are not licensed by Veeam at its discretion to its customers for a separate charge. Veeam's current Maintenance Policies can be found at http://www.veeam.com/files/veeam_software_support_policy.pdf.

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5.0 Audit

During the term of this Agreement and for a period of one year thereafter, Veeam may, during normal business hours and upon reasonable prior notice to End User, inspect the files, computer processors, equipment and facilities of End User to verify End User's compliance with this EULA.

6.0 Limited Warranty and Limitation of Liability

Veeam warrants that it has the right and authority to grant the License under this EULA. Veeam, subject to Ohio Revised Code Section 109.02, will defend or, at its option, settle any action against End User based upon a claim that its use of the Software infringes any patent, copyright or other intellectual property right of a third party, and will indemnify End User against any amounts awarded against End User as a result of the claim, provided Veeam is promptly notified of the assertion of the claim and has control of its defense or settlement. Veeam warrants that the Software, in its unmodified form as initially delivered or made available to End User, will perform substantially in accordance with the Documentation for a warranty period of ninety (90) days from the date the Software is delivered to End User. In the event the Software fails in a material respect to operate in accordance with the Documentation during the warranty period and Veeam is unable to correct the defect, Veeam's sole and exclusive liability and End User's sole and exclusive remedy shall be a refund of the License fee, if any, paid by End User for the Software. In the event a reported problem with the Software is End User's fault, End User agrees to reimburse Veeam for its correction efforts in accordance with its State Term Schedule rates. The foregoing limited warranty will not apply if failure of the Software is the result of damage or misuse caused by End User.

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7.0 Assignment

Except in the event of a sale or transfer by Veeam of all or substantially all of its assets or voting securities, neither party will assign all or any portion of its rights or obligations under this EULA to any third party without the prior written consent of the other party.

8.0 General

This Agreement and the State Term Schedule set forth Veeam's entire obligation and End User's exclusive rights with respect to the Software and, except to the extent otherwise specifically provided in a purchase order or other written communication or advertising signed or jointly issued by both parties with respect to the Software, supersedes any conflicting terms of any purchase order and any other communication or advertising with respect to the Software. In the event the terms of this Agreement are inconsistent with any terms of the State Term Schedule, the parties agree that the terms of this Agreement shall control. No failure of either party to exercise or enforce any of its rights under this EULA will act as a waiver of those rights. If any provision of this EULA is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this EULA will not be affected. This EULA will be governed by the laws of the State of Ohio, without regard to its choice of law principles. The United Nations Convention for the International Sale of Goods will not apply.

9.0 Export Controls

The Software is subject to U.S. Export Administration Regulations. Veeam prohibits any export or re-export of Veeam Software products, services, or technical data to any destinations subject to U.S. embargoes or trade sanctions, except in compliance with the United States Export Administration Act and the related rules and regulations and similar non-U.S. government restrictions, if applicable. End User agrees not to use or make available the Software to or on behalf of any person that is a citizen, national, or resident of, or that is controlled by the government of the countries with which the U.S. may prohibit export transactions. The following countries are subject to the United States embargo or restricted trade sanctions: Burma (Myanmar), Cuba, Iran, North Korea, the Republic of South Sudan, the Republic of the Sudan, Syria, or any other country with which the United States may prohibit export transactions.



VEEAM CUSTOMER SUPPORT REFERENCE GUIDE

Overview

This Customer Support Guide details our support services, contact information, and best practices for contacting support to ensure quick response and issue resolution.

The Veeam Web site (<http://www.veeam.com>) provides a wealth of information at your fingertips. Refer to the following online resources before you contact Veeam Customer Support.

Community Forums	Exchange information with other Veeam customers and team behind the product; contains product-specific conferences. Maintained and moderated by product management team. Available at no additional charge.
Support Portal	http://support.veeam.com/ Please log on to our Customer Center support portal to: <ul style="list-style-type: none">• Manage your support cases.• Request "one click update".• Attach logs to existing cases.• Obtain product downloads and patches.• Manage your license
Knowledge Base	Browse how to articles and search for solutions to common questions at http://www.veeam.com/kb_search_results.html/
Documentation	Review and download the latest product documentation online.

Supported Languages

Veeam is pleased to offer first level technical support services in the following languages during normal business hours (8AM to 8PM Customer Local Time):

United States	English
Canada	English
Europe, Middle East, Africa	English, German, French, Spanish, Russian
Asia Pacific	English
Latin America	English, Spanish

After Customer Business hours all first level support in English only. All second and third level support is offered in English only.



Support Programs

All customers with maintenance agreement in effect, regardless of their program, are entitled to contact support via web or phone 24x7x365 and open a case.

We offer two support response programs (Standard and Premium) to our customers and one program (Evaluation) for 60 days if you are evaluating our software.

Evaluation Support

Evaluation Support program provides software support services during business hours (Monday through Friday) as defined below during the defined evaluation period.

Standard Support

Standard Support program provides software support services during business hours as defined below along with upgrades and updates to the products. One year of Standard Support is included with product license purchase.

Premium Support

Premium Support program provides 24/7 software support services and fast response times for critical issues.

Support Programs Comparison Matrix

Service	Evaluation Support	Standard Support	Premium Support
Product updates	NA	Yes	Yes
Product upgrades	NA	Yes	Yes
Technical Support	Phone/ web	Phone/web	Phone/web

Business Hours are defined as Follows and are Customer Local Time

Support Program	Business Hours
Evaluation Support	Mon-Fri 8 am – 5 pm
Standard Support	Mon – Fri 8 am- 8 pm
Premium Support	24x7x365

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Severity Definitions and Response Time SLA

Severity Level Guidelines

Severity levels provide an indication of the urgency of an issue, and help us provide a rapid and effective response. Categorizing severity levels incorrectly hinders the overall case-handling process, and can adversely affect you. When you report an issue, you and the Veeam Support Analyst should discuss and agree upon an appropriate severity level. You have the option to change the severity level of an issue as business conditions change around the impact.

Response goals are intended to provide a target for initial response to an issue or query. We will work a Severity 1 issue around the clock for Standard and Premium Support if you have a technical resource available to work with us until:

- A resolution or workaround is in place and business impact has been mitigated.
- The severity is mutually downgraded.

*Evaluation Customers

We make best effort to provide equivalent of "Standard Support" response times to customers with valid trial license during the official evaluation period.

**Free and NFR Licensed Products

Depending on staff availability, we attempt to provide support for users using our free products. However, we do not currently provide response goals or response guarantees for this service.

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We respond to problem reports based on the following guidelines:

* Note when indicated Business hours are M-F 8AM – 8 PM local time.

Severity	Description	Target Premium Response SLA	Target Standard Response SLA
Severity 1	A business critical software component or a Veeam managed system is inoperable or unavailable; production system is down; or there is an emergency condition. Requires an immediate workaround or solution. Examples: Excessive abnormal terminations impacting all monitoring, backups and schedules or a down/offline production system cannot be restored; application or system failure caused by Veeam product.	1 hour	2 hours
Severity 2	Adversely impacting Production operations, but the production system is not down; product operates, but is seriously restricted. Examples: Production application response times or system performance are slow, system is available. Some monitoring or backups are impacted.	3 hours	8 business hours
Severity 3	A non-production issue; the majority of functions are still usable, a limited condition that can be readily circumvented. Example: non-Production application response times or system performance are slow, system is available. Some monitoring or backups are impacted.	6 hours	12 business hours
Severity 4	Minor issue or question that does not affect the product function, and can be readily circumvented. For example: "How to" questions; the text of a message, or page of documentation is worded poorly or misspelled, General Feedback, Feature Requests.	8 hours	24 business hours

Contacting Customer Support

Your organization should designate a few representatives responsible for opening cases with Veeam, and receiving maintenance information. They should have the appropriate technical skills and system level access to work with Veeam Support Engineers in resolving open issues. These support contacts will be your interface to Veeam Support, and should be notified of all issues that surface within your organization. They will escalate issues to Veeam Support as necessary.

Be prepared to provide the following information:

- Your name, company name, and telephone number with extension
- Case number (if applicable)
- Product name, release level, and any maintenance applied to the product

Logging a Case

Any information you can provide regarding the issue you are experiencing could have a significant impact on how fast the issue is diagnosed and resolved. You will be asked to provide the following information:

- Issue description, impact on your system and business operations, issue severity, and the exact text of error messages and diagnostic details.
- Steps to reproduce the problem, known workarounds
- Contact number where you can be reached
- Best time to reach you, and contact method (i.e. email/phone)

Submitting a Support Case

To file a case you may use any method below. We encourage you to set the initial severity level for the problem when submitting a case and highly recommend using phone to submit Severity 1 issues.

Via the Web

You can file a case using a web browser in **Customer Center**: <http://support.veeam.com/>. Please follow the new case wizard to open a case. Upon submitting the case you will receive an electronic confirmation with a unique case number sent to your email address. You will also be able to see the case in the open cases management tab.

Via the Phone

To open a case using the phone call one of the phone numbers mentioned in Contacts below. After you log the case with the customer representative, your case will be assigned a unique number given to you over the phone. If required and depending on license type, support offering and severity level, your call will be transferred to an appropriate support engineer to resolve your issue over the phone.

Following Up

A Support engineer will contact you by phone and/or email or a combination of both as appropriate during the resolution process. Severity levels may be adjusted with customer consent and mutual agreement on the degree of the impact based on the Severity definitions.



Customer Support Issue Resolution

Veeam Support provides trained resources to research and resolve issues on a timely basis. While an issue is open, the support team will keep you informed of the resolution status, and will notify you when a reported issue has been resolved. If at any point during the resolution process, you become dissatisfied with the handling of your issue, simply contact the case owner and request an escalation to the manager. This allows us to understand your concerns and make adjustments in resources if necessary.

We will make three attempts, on separate business days, to contact you for updates or information on an open case. If we are unable to make contact with you, we may close the case without your consent. If the issue continues to exist, you may open a new case and reference the old one.

Resolution of a support case can include any of the following actions:

- Software that provides a fix for the problem (case closed)
- Permanent business or system workaround (case closed)
- Temporary business or system workaround (case severity level is reduced)
- Action plan for the development of a fix or workaround: milestones and dependencies are set, communicated, and tracked (case severity level might be changed)
- Issue is a customer-specific customization or enhancement, and is not covered under maintenance (customer notification, case closed)

Customer Satisfaction Surveys

We periodically survey customers to obtain additional feedback on recent experiences with Customer Support, and the survey results are reviewed by management. When a support case is closed, an e-mail may be sent to the customer contact associated with the case. The e-mail contains a link to an online survey with questions covering areas such as the handling of the support case, professionalism, knowledge of the support analyst, and overall satisfaction with the management of the case.

Product Lifecycle

Level of support services provided depends on the lifecycle phase determined for specific version of the product. Current versions of the products are eligible for full support that includes support services and updates/fixes while support for older versions may be limited. A list of known workarounds or existing fixes and assistance with upgrading to a supported version is available for customers using old or discontinued versions.

The list is updated each time there is a release, for the current list of products and their status please see the product release matrix located at <http://www.veeam.com/support/releasestatus.pdf>

Support of Releases

- New Releases – All new products issued for General Availability (GA).
- Current Releases – To maximize the quality of our service, Veeam limits technical support to the products listed on the release matrix.
- Releases designated as End of Fixes – Support is available, existing program fixes are available, but no new fixes will be created and no enhancements will be made.
- Releases designated as End of Support or Withdrawal from the Market - No support is available.
 - ❖ For unsupported releases, new product enhancements and fixes will not be available. Veeam does not have an obligation to provide support for software that has been publicly designated End of Support, Withdrawn from the Market, or similarly designated.

Product Maintenance

Our goal is to go beyond quickly solving problems, and actually preventing problems from occurring in the first place. As a result, stringent quality control procedures are built into the development and release cycle of new products and releases. A typical product goes through multiple test phases—Quality Assurance, Alpha Test, Beta Test, and Controlled Release before it is officially released.

Issues sometimes occur with complex software operating in equally complex and demanding environments. Fixes and resolutions are often rolled into the next product release, and others are included as part of the next maintenance release, and most urgent are addressed with a hotfix that can be applied on specific product version. When applicable we announce the availability of new releases on the Web and through e-mail.



Supported Third Party Storage

Veeam will continue to be storage agnostic. However certain companies have partnered with Veeam to certify their storage and/or de-duplication appliances and offer specific configuration guides when appropriate to optimize the configuration for best performance. Please see the table and link to the guides below:

Storage Vendor Certification Matrix		
Storage Vendor	Model Numbers	Configuration Guide
ExaGrid	All EX Series models	ExaGrid Configuration Guide
NetGear	All Ready NAS models	NETGEAR Configuration Guide
HP	All StoreOnce models	Coming soon
Drobo	B800fs, B800i, B1200i	Coming soon
EMC	All Data Domain models	Coming soon
Quantum	Dxi Series	Quantum Configuration Guide
Coraid	All SRX Models	Coming soon
Nimble Storage	All CS Series Models	Coming soon
Astute Networks		NA
Iomega	All StorCenter Models	Coming soon
HDS		Coming soon
Overland Storage	S1000 FC, ISCSI, SAS, S2000 ISCSI	Coming soon

Third Party Software Support

We will assist you in problem analysis to determine whether the issue is caused by third party software or hardware. In order to isolate the problem and if we believe we have reason, we may ask you to remove third party software or hardware product.

If it is impossible to identify the cause of the problem we may contact the third party vendor using TSANet or ask you to open support case with third party vendor support organization.

Contacts

Web Support Page

<http://support.veeam.com/>

Phone Numbers

Region	Phone number
United States	+1 (614) 339 8252
Canada	+1 (647) 694 0922
UK	+44 (845) 508 70 05
Netherlands	+31 (858) 88 06 55
Norway	+47 (85) 40 43 85
Denmark	+45 (78) 77 54 76
Belgium	+32 (78) 48 02 54
Sweden	+46 (10) 199 25 77
Germany	+49 (2241) 955 89 99
France	+33 (1) 70 61 83 74
Spain	+34 (91) 182 97 60
Italy	+39 (042) 604 75 05
New Zealand	+64 (9) 974 9594
Australia	+61 (26) 108 4305
Hong Kong	+852 5808 2870
Singapore	+65 3158 2239
Russian Federation	+7 (499) 703 12 82
Mexico	+52 (554) 741 14 93
Buenos Aires	+54 (115) 984 20 88
Santiago	+56 (2) 570 86 84
Colombia	+57 (1) 381 90 78
Brazil	+55 (11) 3958 7370

VERITAS EULA

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MASTER LICENSE AGREEMENT

Customer Company Name:	General Services Administration									
Address:	Contact Name:	Email:								
	Address:	(All fields are required)								
	Country:									
Veritas Agreement Number: (To be filled in by Veritas)								O	T	H
Effective Date: (To be filled in by Veritas upon signature)										

This Master License Agreement ("Agreement") is entered into by and between Veritas Technologies LLC, a Delaware corporation, and Customer (identified above) as of the Effective Date defined above. This Agreement consists of these terms and conditions ("Master Terms") and any Addenda executed under these Master Terms. This Agreement applies to the Veritas software products available for purchase through the applicable GSA Schedule 70 contract from an authorized Veritas reseller, and any mention in the Agreement of "Professional Services" or other services available for additional fees does not add such services to the reseller's GSA Schedule contract.

Customer and Veritas agree as follows:

1. Definitions. All capitalized terms may be used in the singular or in the plural, as the context requires.

1.1 "Addendum" to this Agreement means any addendum, including its exhibits or attachments, executed between the parties from time to time, which references this Agreement and supplements or modifies these Master Terms.

1.2 "Business Critical Services" means Veritas's commercially-available Business Critical Services offerings, subject to the additional terms and conditions of the Business Critical Services Addenda in Attachment 4.

1.3 "Certificate" means the machine-generated certificate sent to Customer by Veritas to confirm a purchase of the applicable Licensed Software and/or Maintenance/Support and/or (at Veritas's discretion) certain Services.

1.4 "Customer" means the end user licensee named below.

1.5 "Documentation" means the user manuals and release notes accompanying the Licensed Software.

1.6 "Effective Date" of this Agreement means the relevant date assigned by Veritas upon acceptance of this Agreement.

1.7 "EULA" means Veritas's end user license agreement accompanying the Licensed Software. The only portion of the EULA that shall apply to the Licensed Software is the Section 17 (Additional Terms and Conditions) of each EULA. Such EULAs may be reviewed at any time at <http://www.veritas.com/legal/eulas>. For the avoidance of doubt, if an Ordering Activity places its order for Licensed Software, then such Ordering Activity is deemed to have reviewed and approved Section 17 of the applicable EULA.

1.8 "Licensed Software" means the Veritas software products in object code form, that are commercially available on Veritas's applicable in-country price list in effect at the time of Customer's order, and any software updates provided under Maintenance/Support.

1.9 "Maintenance/Support" means the commercially-available Veritas maintenance/technical support services ordered by Customer for the Licensed Software, provided pursuant to Veritas's then-current maintenance/support policies and processes.

1.10 "Managed Security Services" means Veritas's commercially-available managed security services offerings, subject to the additional terms and conditions of the Managed Security Addenda in Attachment 5.

1.11 "MSRP" means Veritas's then-current in-country suggested list price in effect at the time of Customer's order.

1.12 "Ordering Activity" means a government entity authorized to purchase under the applicable General Services Administration federal supply schedule at the time an order is placed.

1.13 "Professional Services" means Veritas's commercially-available professional services offerings, subject to the additional terms and conditions of the Professional Services Terms Addendum in Attachment 2.

1.14 "Services" means collectively, Professional Services, Business Critical Services and Managed Security Services.

1.15 "Subscription Software" means Licensed Software licensed on a non-perpetual (term-limited) basis, as set forth in the applicable Addendum or Certificate.

1.16 "Veritas" means the licensor entity named above.

1.17 "Territory" means the geographic area in which Customer is authorized to purchase, install and use the Licensed Software. For purposes of this Agreement, Customer's Territory is: the United States or any U.S. Government installation sites world-wide.

1.18 "Use Level" means the license unit of measurement or model, including operating system or machine tier limitation, if applicable, by which Veritas measures, prices and sells the right to use a given Licensed Software product, in effect at the time an order is placed, as indicated in the applicable Addendum, Certificate or EULA, in that order of precedence.

2. License Grant.

2.1 Except with respect to the limited assignability of Licensed Software as set forth in Section 2.2 below, and notwithstanding any license rights to the contrary in Section 8, Utilization Limitations of the applicable GSA Schedule Contract, Veritas grants Customer, a non-exclusive, non-transferable license in the Territory to use (and to allow Customer's Ordering Activities to use) the Licensed Software in accordance with the Documentation, solely in support of Customer's and Ordering Activities internal business operations, in the quantities and at the Use Levels purchased from Veritas. The term of each Licensed Software license granted under this Agreement shall be perpetual, except for Subscription Software, for which Customer purchases a term-limited license as set forth in an applicable Addendum or Certificate. For archival purposes, Customer may make a single, uninstalled copy of the Licensed Software and Documentation. All copies made pursuant to this section shall be complete copies, and shall include all copyright, trademark, and other notices in the original. Customer may not otherwise copy the Licensed Software or Documentation without Veritas's prior written consent.

Customer or Ordering Activities may allow consultant(s) or outsourcer(s) to use Customer's Licensed Software licenses to deliver dedicated services to Customer or to an Ordering Activity, so long as such use is consistent with Customer's own permitted scope of use, and is compliant

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with the terms of this Agreement. Customer and Ordering Activity agree that each is responsible for such third party access and use of the Licensed Software, to the same extent as if such consultant(s), outsourcer(s) or were Customer's employees.

If Customer purchases a Licensed Software license designated by Veritas for home use ("Home Use"), where available, then Customer may allow Customer's or an Ordering Activity's employee or dedicated consultant to use one copy of such Licensed Software on his or her personal home computer, provided such equipment is not owned or provided by Customer or an Ordering Activity, and provided such individual also has a computer licensed for such product at Customer's or the Ordering Activity's offices, but only for so long as such individual remains Customer's or the Ordering Activity's employee or dedicated consultant. The number of Home Use copies made and used cannot exceed the number of Home Use licenses purchased.

Veritas retains all title, copyright and other proprietary rights in the Licensed Software and Documentation, and in all copies, improvements, enhancements, modifications and derivative works thereof, including without limitation all patent, copyright, trade secret and trademark rights. Customer's rights to use the Licensed Software and Documentation shall be limited to those expressly granted in this Agreement and the applicable Addendum. All rights not expressly granted to Customer are retained by Veritas.

Non-Software Products. For any non-software products purchased by Customer under this Agreement, the terms and conditions for such products shall be as set forth in the applicable Certificates. For the avoidance of doubt, if an Ordering Activity places its order for non-software products, then such Ordering Activity is deemed to have reviewed and approved the applicable Certificate. The Dell Hardware/Appliance EULA is attached hereto as Attachment 3.

2.2 Customer may, based on its prime contract with a specific U.S. Government agency, assign Licensed Software licenses to such U.S. Government agency during the term of this Agreement. Customer must complete a License Assignment Request form in the form required by Veritas and otherwise comply with Veritas's then-current License Assignment Policy. Such assignment shall be at no additional cost to the U.S. Government, except for subsequent renewal of Maintenance/Support services, which the subject U.S. Government agency may or may not elect to procure. If Customer has obtained Maintenance/Support services in support of the Licensed Software, then Customer shall assign the remainder of any associated Maintenance/Support services to the U.S. Government agency to which Customer assigns the Licensed Software. Any U.S. Government agency to which Customer assigns Licensed Software and Maintenance/Support services under this Section must agree in writing to be bound by the terms and conditions of this Agreement. Certain purchasing Addenda may limit Customer's right to assign licenses purchased under and during the term of such Addenda.

3. License Restrictions. Customer shall not, without Veritas's prior written consent, conduct, cause or permit the: (a) use, copying, modification, rental, lease, sublicense, or transfer of the Licensed Software or Documentation, except as expressly provided in this Agreement; (b) creation of any derivative works based on the Licensed Software or Documentation; (c) reverse engineering, disassembly, or decompiling of the Licensed Software (except that Customer may decompile the Licensed Software for the purposes of interoperability only to the extent permitted by and subject to strict compliance under applicable law); (d) use of the Licensed Software or Documentation in connection with a service bureau or like activity whereby Customer, without purchasing a service bureau license from Veritas, operates or uses the Licensed Software or Documentation for the benefit of a third party; or (e) use of the Licensed Software or Documentation by any party other than Customer. In addition, Customer shall only use the number and type of Licensed Software licenses for which it has purchased an appropriate quantity and Use Level.

4. Orders. Customer may acquire copies of the Licensed Software, Maintenance/Support, Professional Services, Business Critical Services and/or Managed Security Services by submitting a Purchase Order to Veritas or to a Veritas Authorized Reseller.

5. Delivery.

5.1 Delivery – Direct Orders to Veritas. Customer elects to receive all Licensed Software via electronic download where available, and via tangible format where electronic download is not available. Customer acknowledges that Veritas may deliver upgrades and patches to Licensed Software under Maintenance/Support using tangible media as part of mass mailings. The terms of any physical delivery shall be F.O.B. destination.

5.2 Delivery – Orders to Veritas Authorized Reseller. Veritas shall not be responsible for delivery under terms other than those stated in Section 5.1, notwithstanding that Customer and a Veritas Authorized Reseller may negotiate other delivery terms.

6. Maintenance/Support. Customer may purchase Maintenance/Support for the applicable Licensed Software. Maintenance/Support is provided and performed subject to Veritas's then-current policies and processes. Veritas may amend its Enterprise Technical Support Policy from time to time in its sole discretion; provided, however, that for a period of five (5) years from the Effective Date of this Agreement, Veritas agrees that any such changes shall not significantly degrade the material elements of the Maintenance/Support plan offering provided to Customer. Substantive revisions of such Maintenance/Support policies or processes shall apply to Customer only when Maintenance/Support is renewed. Current Maintenance/Support terms and conditions are available at <http://go.veritas.com/support-fundamentals>.

7. Services.

(a) Professional Services. Customer may purchase Services, which are provided and performed pursuant to the Professional Services Terms Addendum in Attachment 1 and any applicable statement(s) of work.

(b) Business Critical Services. Customer may purchase such Business Critical Services, which are provided and performed pursuant to Attachment 3.

(c) Managed Security Services. Customer may purchase such Managed Security Services, which are provided and performed pursuant to Attachment 4.

8. Payment Terms; Taxes

8.1 Payment.

8.1.1 Payment Terms – Direct Orders to Veritas. Customer shall pay all invoices according to the terms of the applicable GSA Schedule Contract.

8.1.2 Payment Terms – Orders to Veritas Authorized Reseller. For orders placed with a Veritas Authorized Reseller, payment shall be in accordance with the terms and conditions negotiated between the Veritas Authorized Reseller and the Customer.

8.2 Taxes.

Taxes will not apply to charges for products or services directly paid for by the Federal Government, if such exemption is allowed by the tax jurisdiction in which the products or services are delivered.

9. Warranties.

9.1 Media. If Veritas provides Customer tangible media for Licensed Software, Veritas warrants that the magnetic media upon which the Licensed Software is recorded will not be defective under normal use, for a period of ninety (90) days from delivery. Veritas will replace any

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defective media returned to it within the warranty period at no charge to Customer.

9.2 Licensed Software. Veritas warrants that the Licensed Software, as delivered by Veritas and when used in accordance with the Documentation, will substantially conform to the Documentation for a period of ninety (90) days from delivery. If the Licensed Software does not comply with this warranty and such non-compliance is reported by Customer to Veritas within the ninety (90) day warranty period, Veritas will do one of the following, selected at Veritas's reasonable discretion: either (a) repair the Licensed Software, (b) replace the Licensed Software with software of substantially the same functionality, (c) terminate the license and refund the relevant license fees paid for such non-compliant Licensed Software, or (d) in the case of software updates provided under Maintenance/Support, refund the relevant Maintenance/Support fees. The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications or enhancements, or misapplication.

9.3 Maintenance/Support and Business Critical Services. Veritas warrants, for a period of thirty (30) days from the date of performance of Maintenance/Support, that such Maintenance/Support will be performed in a manner consistent with generally accepted industry standards. For Maintenance/Support not performed as warranted in this provision, and provided Customer has reported such non-conformance to Veritas within thirty (30) days of performance of such non-conforming Maintenance/Support, Veritas will, in its reasonable discretion either correct any nonconforming Maintenance/Support or refund the relevant fees paid for the nonconforming Maintenance/Support.

9.4 Professional Services and Managed Security Services

(a) **Professional Services.** Veritas will provide the Professional Services described in the Statement of Work ("SOW") in a good and workmanlike manner and in accordance with generally accepted industry standards.

(b) **Managed Security Services.** Unless otherwise specified in the Managed Security Services Certificates attached hereto, the Managed Security Service(s) will be performed in a good and workmanlike manner and in accordance with: (a) generally accepted industry standards; and (b) the service level warranties indicated in the applicable Managed Security Service(s) Certificates.

9.5 Disclaimer of Warranties, Exclusive Remedies. THE WARRANTIES SET FORTH IN THIS SECTION 9 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, CONCERNING THE LICENSED SOFTWARE AND RELATED MAINTENANCE/SUPPORT. THE REMEDIES SET FORTH ABOVE IN THIS SECTION 9 ARE CUSTOMER'S EXCLUSIVE REMEDY AND VERITAS'S SOLE LIABILITY WITH RESPECT TO THE APPLICABLE EXPRESS WARRANTIES SET FORTH ABOVE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW VERITAS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND STATUTORY OR OTHER WARRANTIES OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO THIS AGREEMENT AND ITEMS OR ACTIVITIES CONTEMPLATED HEREUNDER. VERITAS DOES NOT WARRANT THAT THE LICENSED SOFTWARE SHALL MEET CUSTOMER'S REQUIREMENTS OR THAT USE OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE.

10. Intellectual Property Claims.

10.1 Veritas shall defend, indemnify and hold Customer harmless from any claim asserting that the Licensed Software infringes any intellectual property right of a third party, and shall pay any and all damages finally awarded against the Customer by a court of final appeal, or agreed to in settlement by Veritas and attributable to such claim. Veritas's obligations under this provision are subject to Customer's doing the following: notifying Veritas of the claim in writing, as soon as

Customer learns of it; providing Veritas all reasonable assistance and information to enable Veritas to perform its duties under this Section. Notwithstanding the foregoing, Customer, through the Attorney General, acting by and through the attorneys of the US Department of Justice, may participate at Customer's expense in the defense of any such claim. Customer has the right to approve any settlement that affirmatively places on Customer an obligation that has a material adverse effect on Customer other than the obligations to cease using the affected Licensed Software or to pay sums indemnified hereunder. Such approval will not be unreasonably withheld.

10.2 If the Licensed Software is found to infringe, or if Veritas determines in its sole opinion that it is likely to be found to infringe, then Veritas shall either (a) obtain for Customer the right to continue to use the Licensed Software; or (b) modify the Licensed Software so as to make such Licensed Software non-infringing, or replace it with a non-infringing equivalent substantially comparable in functionality in which case Customer shall stop using any infringing version of the Licensed Software, or (if Veritas determines in its sole opinion that (a) and/or (b) are not commercially reasonable), (c) terminate Customer's rights and Veritas's obligations under this Agreement with respect to such Licensed Software, and refund to Customer the license fee paid for the relevant Licensed Software, and provide a pro-rated refund of any unused, prepaid Maintenance/Support fees paid by Customer for the applicable Licensed Software.

10.3 Notwithstanding the above, Veritas will have no liability for any infringement claim to the extent that it is based upon: (a) modification of the Software other than by Veritas; (b) combination, use, or operation of the Licensed Software with products not specifically authorized by Veritas to be combined with the Software as indicated in the Documentation; (c) use of the Licensed Software other than in accordance with the Documentation and this Agreement; or (d) Customer's continued use of infringing Licensed Software after Veritas, for no additional charge, supplies or offers to supply modified or replacement non-infringing Licensed Software as contemplated under 10.2(b) above.

THIS SECTION 10 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND VERITAS'S SOLE AND EXCLUSIVE LIABILITY REGARDING INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

11. LIMITATION OF LIABILITY. EXCEPT AS LIMITED BY APPLICABLE LAW, THE FOLLOWING SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND REGARDLESS OF THE LEGAL BASIS FOR A CLAIM: IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY PERSON FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT.

THE FOREGOING SHALL APPLY EVEN IF (SUCH PARTY, ITS RESELLERS, SUPPLIERS OR ITS AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR LIABILITY ARISING FROM VERITAS'S OBLIGATIONS UNDER SECTION 10 (INTELLECTUAL PROPERTY CLAIMS), OR LIABILITY ARISING FROM BREACH OF SECTION 12 (CONFIDENTIALITY) OR FROM CUSTOMER'S BREACH OF ITS PERMITTED SCOPE OF AUTHORIZED USE UNDER THIS AGREEMENT, AND REGARDLESS OF THE LEGAL BASIS FOR THE CLAIM, EACH PARTY'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR OWED FOR THE LICENSED SOFTWARE, MAINTENANCE/SUPPORT SERVICES OR HARDWARE GIVING RISE TO THE CLAIM. NOTHING IN THIS AGREEMENT SHALL EXCLUDE

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OR LIMIT A PARTY'S LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW. This Section 11, "Limitation of Liability", shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to EXPRESS remedies provided in the applicable Schedule Contract (i.e. clause 562.238-72 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, Liability for Injury or Damage (Section 3 of the Price List), and GSAR 562.215-72 – Price Adjustment – Failure to Provide Accurate Information).

12. Confidentiality.

12.1 Confidential Information means the non-public information that is exchanged between the parties, provided that such information is: (a) identified as confidential at the time of disclosure by the disclosing party ("Discloser"), or (b) disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the party receiving such information ("Recipient"). A Recipient may use the Confidential Information that it receives from the other party solely for the purpose of performing activities contemplated under this Agreement ("Purpose"). For a period of five (5) years following the applicable date of disclosure of any Confidential Information, a Recipient shall hold the Confidential Information in confidence and not disclose the Confidential Information to any third party. A Recipient shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own confidential information of a like nature. The Recipient may disclose the Confidential Information to agents and independent contractors with a need to know in order to fulfill the Purpose who have signed a nondisclosure agreement at least as protective of the Discloser's rights as this Agreement.

12.2 This provision imposes no obligation upon a Recipient with respect to Confidential Information which: (a) is or becomes public knowledge through no fault of the Recipient; (b) was in the Recipient's possession before receipt from the Discloser and was not subject to a duty of confidentiality; (c) is rightfully received by the Recipient without any duty of confidentiality; (d) is disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; or (e) is independently developed by the Recipient without use of the Confidential Information. The Recipient may disclose the Discloser's Confidential Information as required by law or court order provided: (i) the Recipient promptly notifies the Discloser in writing of the requirement for disclosure; and (ii) discloses only as much of the Confidential Information as is required. The Recipient's obligations with respect to the Confidential Information hereunder will survive any termination of the Agreement. Upon request from the Discloser or upon termination of the Agreement the Recipient shall return to the Discloser all Confidential Information and all copies, notes, summaries or extracts thereof or certify destruction of the same, except information that qualifies as a "Government Record" under the Federal Records Act (44 USC 3301).

12.3 Each party will retain all right, title and interest to such party's Confidential Information. Neither party to this Agreement acquires any patent, copyright or other intellectual property rights or any other rights or licenses under this Agreement except the limited right to use for fulfillment of the Purpose, as set forth in section 12.1 above. Nothing in this provision shall be construed to preclude either party from developing, using, marketing, licensing, and/or selling any product or service that is developed without use of the Confidential Information.

13. Verification. Except where prohibited by applicable federal law or security regulations, Customer or Ordering Activity as appropriate, agrees to keep accurate business records relating to its use and deployment of the Licensed Software. Upon thirty (30) days prior written notice, Customer agrees to provide Veritas written reports related to Customer's use of the Licensed Software to verify Customer's compliance with its obligations under this Agreement.

Such report shall include, at a minimum, the product name (including any options, agents and extensions), version number, quantity of each product, and the operating system/platform, hardware model, Host ID and street address location of the Designated Computer on each such copy is installed. In the event that Customer fails to provide reports acceptable to Veritas; once annually, Veritas may verify Customer's compliance with this Agreement by reviewing (upon five (5) business days' prior written notice) Customer's use and deployment of the Licensed Software. Either Veritas or an independent public accounting firm reasonably acceptable to both parties shall perform the audit during Customer's regular business hours with minimal disruption to Customer's ongoing business operations and adherence to any security measures the Customer deems appropriate, including any requirements under Federal security regulations that may require personnel clearances prior to accessing sensitive information or facilities. Any nondisclosure agreement Customer may require the independent public accounting firm to execute shall not prevent disclosure of the audit results to Veritas. All audits shall be subject to Customer's reasonable safety and security policies and procedures. In the event unauthorized deployments of Veritas products are disclosed by the audit, Veritas will submit a claim to the contracting officer of the Customer or relevant Ordering Activity.

14. Term and Termination.

14.1 Term. Unless terminated as set forth in the applicable GSA Schedule Contract, these Master Terms shall continue indefinitely, and each Addendum shall continue for the term set forth in such Addendum.

14.2 Termination.

The provisions of this Agreement regarding confidentiality, restrictions on use of intellectual property, limitations on liability and disclaimers of warranties and damages, audit, and Customer's payment obligations accrued prior to termination, shall survive any termination. The license grants for Licensed Software and terms regarding Maintenance/Support purchased prior to termination shall survive such termination.

15. General

15.1 Governing Law/Severability/Waiver. This Agreement shall be governed by and construed in accordance with the laws of the United States. Such application of law excludes any provisions of the United Nations Convention on Contracts for the International Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law. If any provision of this Agreement is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement shall remain in full force and effect. A waiver of any breach or default under this Agreement shall not constitute a waiver of any other right for subsequent breach or default.

15.2 Assignment. Except with respect to the Licensed Software as set forth in Section 22 above, and subject to FAR 42.12 (Novation and Change of Name Agreements and its successor regulations), neither party may assign this Agreement, in whole or in part and whether by operation of contract, law or otherwise, without the other party's prior written consent. Such consent shall not be unreasonably withheld or delayed. For purposes of this provision, a change of control shall constitute an assignment. Notwithstanding the foregoing, either party may, upon written notice to the non-assigning party, (i) assign this Agreement to a successor in interest to all or substantially all of its assets, whether by sale, merger, or otherwise, (ii) assign this Agreement to a parent company, or (iii) assign this Agreement to a wholly-owned subsidiary. All terms and conditions of the Agreement shall be binding upon any assignee hereunder; assignee's acceptance of these terms shall be evidenced by its performance hereunder.

15.3 Export. Customer acknowledges that the Licensed Software and related technical data and services (collectively "Controlled Technology") may be subject to the import and export laws of the United

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Attachment 4 – Managed Security Services

States, specifically the U.S. Export Administration Regulations (EAR), and the laws of any country where Controlled Technology is imported or re-exported. Customer agrees to comply with all relevant laws and will not to export or re-export any Controlled Technology in contravention to U.S. law, nor to any prohibited country, entity, or person for which an export license or other governmental approval is required. All Controlled Technology is prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country subject to relevant trade sanctions. Customer hereby agrees that it will not export, re-export or sell any Controlled Technology for use in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

15.4 Government Rights. The Licensed Software and Documentation are deemed to be commercial computer software as defined in FAR Part 12 and its successor regulations, and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software - Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction, release, performance, display or disclosure of the Licensed Software and Documentation by the Government shall be solely in accordance with the terms of this Agreement.

15.5 Entire Agreement. Any subsequent modifications to this Agreement shall be made in writing and must be duly signed by authorized representatives of both parties or they shall be void and of no effect. Unless an Ordering Activity and Veritas negotiate alternative terms, this Agreement prevails.

15.6 Force Majeure. Each party shall be excused from performance (other than payment obligations) for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, due to unforeseen circumstances or to causes beyond such party's reasonable control, including but not limited to acts of God, war, terrorism, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, regulatory requirements or shortages of transportation, facilities, fuel, energy, labor or materials.

15.7 Notices. All notices required to be sent hereunder shall be in writing addressed to the relevant Contracting Officer or to Veritas's corporate headquarters, with a simultaneous cc: to the attention of Veritas's Legal Department/General Counsel. Notices shall be effective upon receipt, and shall be deemed to have been received as follows: (a) if personally delivered by courier, when delivered; (b) if mailed by first class mail, on the fifth business day after deposit in the mail with the proper address; or (c) if by certified mail, return receipt requested, on the date received.

15.8 Signatures. Facsimile signatures and signed facsimile copies of this Agreement, its Addenda, attachments and exhibits shall legally bind the parties to the same extent as originals. This Agreement with its accompanying Addendum/Addenda may be executed in multiple counterparts all of which taken together shall constitute one single agreement between the parties. The signatories hereto represent that they are duly authorized to sign this Agreement on behalf of their respective companies.

15.9 Subcontractors. Veritas may assign the Service(s) (Maintenance/Support, Business Critical Services or Managed Security Services) or any part thereof, and may additionally subcontract the Agreement and / or Service(s), provided that it remains responsible for any subcontractors performing on its behalf.

Attachment 1 – Professional Services Addendum
Attachment 2 – Hardware Warranty Agreement (Veritas
8160/8360/8380)
Attachment 3 – Business Critical Services



ATTACHMENT 1

PROFESSIONAL SERVICES TERMS ADDENDUM

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ATTACHMENT 1

PROFESSIONAL SERVICES TERMS ADDENDUM

1. Statements of Work (a) During the Term (as defined in Section 2 below) Veritas and Customer (including Ordering Activity) may agree upon a written statement of work, quote/order form, or certificate under this Addendum ("SOW"), that may include descriptions of services to be performed by Veritas ("Professional Services") and deliverables ("Deliverables") to be provided by Veritas, fees, duration and renewal of the Professional Services, and other responsibilities undertaken by Customer and/or Veritas. Certain Professional Services may require software, hardware and associated documentation to be separately provided by Veritas as part of the Service ("Service Components"). This Addendum will control in the event of any conflict with a SOW, unless otherwise specified in the SOW. However, the SOW may contain terms and conditions specific to the applicable Professional Services ordered which terms will have no effect on other SOWs.

2. Term; Termination. "Term" means the applicable effective period of this Addendum and/or of Professional Services under a Purchase Order or SOW. The Term of this Addendum will begin on the Effective Date and continue until termination. The Term for any Professional Services provided under this Addendum, which may include an initial set-up period, will be as set forth in the applicable Purchase Order or SOW and may be extended by mutual agreement of the parties. This Addendum and/or a SOW may be terminated in accordance with the terms of the applicable GSA Schedule contract.

3. The Purchase Order issued by the Ordering Activity shall include any additional terms and conditions negotiated between Veritas and the Ordering Activity regarding payment for Professional Services fees, travel and living expenses incurred in the course of performance and reseller fees.

4. Rights in Deliverables.

(a) **Ownership Rights.** Subject to Veritas's rights in Veritas Information and Veritas Derivative Work as each are defined below, all Deliverables created specifically for and provided to Customer by Veritas under an SOW will, upon final payment, become the property of Customer for Customer's internal business purposes. Any inventions, designs, intellectual property or other derivative works of Veritas Information, will vest in and be the exclusive property of Veritas ("Veritas Derivative Work"). Any inventions, designs, intellectual property or other derivative works of Customer Information (as defined below) will vest in and be the exclusive property of Customer ("Customer Derivative Work").

(b) **Pre-Existing Work.** Any pre-existing proprietary or Confidential Information of Veritas or its licensors used to perform the Professional Services, or included in any Deliverable, including, but not limited to Service Components, software, appliances, methodologies, code, templates, tools, policies, records, working papers, know-how, data or other intellectual property, written or otherwise, including Derivative Works will remain the exclusive property of Veritas and its licensors (collectively, "Veritas Information"). Any Customer pre-existing information, including but not limited to any Customer proprietary and Confidential Information provided to Veritas by Customer will remain the exclusive property of Customer or its licensors ("Customer Information"). For the purposes of this Addendum, Veritas Information and Customer Information will be deemed Confidential Information.

(c) **Retention.** Customer acknowledges that Veritas provides similar services to other customers and that nothing in this Addendum or a SOW will be construed to prevent Veritas from carrying on such business. Customer acknowledges that Veritas may at its sole discretion develop, use, market, distribute and license substantially similar Deliverables. Notwithstanding the preceding sentence, Veritas agrees that it will not market or distribute any Deliverables that include the Confidential Information of Customer.

(d) **License Grant.** In consideration of Customer's payment of applicable Fees, Veritas grants Customer a limited, non-exclusive, non-transferable license, to access and use, in accordance with the SOW and solely for Customer's internal business purposes: (i) Veritas Information, to the extent such information is necessary to utilize the Professional Services or incorporated into any Deliverable; and (ii) Service Components in the format provided by Veritas, for use on systems under Customer's control, solely in connection with the Professional Services for which such Service Components are provided.

(e) **License Restrictions.** Customer will not act to infringe the intellectual property rights of Veritas or its licensors, including Veritas Information. Other than as expressly permitted under this Addendum or applicable law, Customer will not copy, sublicense, sell, rent, lease or otherwise distribute Veritas Information, or permit either direct or indirect use of Veritas Information by any third party. Customer will not modify, reverse engineer, disassemble, decompile, or create derivative works of Veritas Information, or otherwise attempt to build a competitive product or service using Veritas Information. Notwithstanding the foregoing, the license grant set forth above may be further limited as set forth in any applicable SOW.

(f) In the event that Customer, based on its prime contract with the U.S. Government, requires that data from analysis tasks performed under a SOW be transferable to a specific U.S. Government agency, then Customer shall identify the prime contract number and the U.S. Government Agency in that SOW. Veritas will allow the transfer request to the specified U.S. Government Agency under the prime contract number identified in the SOW. The rights in technical data transferred to the U.S. Government under the prime contract number identified in a SOW are set forth in Section (g) below. This provision will only apply to an Ordering Activity if the parties so state in an applicable SOW with such Ordering Activity.

(g) **Government Rights.** The data resulting from analysis tasks performed under an applicable SOW are deemed to be Commercial Items as defined in FAR Part 12 and its successor regulations, subject to restricted rights as defined in DFARS 252.227-7015, "Technical Data - Commercial Items", and any successor regulations. Any use, modification, reproduction, release, performance, display or disclosure of such data by the U.S. Government agency identified in the applicable SOW shall be solely in accordance with the terms of this Agreement.

5. Intellectual Property Indemnification.

a) To the extent the Addendum includes provisions providing an express intellectual property indemnity for Licensed Software, such provision(s) are supplemented to add the Deliverables to the scope of the parties' obligations under such indemnification provisions, to the same extent as for such Licensed Software. Where Customer's use of the Deliverables is terminated pursuant to such provisions, the Deliverables shall be returned to Veritas and Veritas's sole liability, in addition to its indemnification obligations herein, shall be to refund to Customer the fees paid to Veritas for the relevant Services or portion thereof.

b) In the event that any willful misconduct or grossly negligent act or omission of a Party or its employees during the performance of Professional Services on Customer's premises causes or results in the (i) loss, damage to or destruction of physical property of the other Party or third parties, and/or (ii) death or injury to any person, then such Party will indemnify, defend and hold the Party harmless from and against any and all resulting claims, damages, liabilities, costs and expenses (including reasonable attorney's fees), subject to the Limitation of Liability of the Master Agreement, as supplemented below.

6. Non-Solicitation. During the Term of any applicable SOW, and for a period of one (1) year thereafter, neither Party will actively solicit for hire, nor knowingly allow its employees to solicit for hire, any employee of either Party associated with the performance of Professional Services under the applicable SOW without the prior written consent of the other Party. This provision will in no way restrict the right of either Party to solicit generally in the media for required personnel, and will not restrict employees, contractors, or representatives of either Party from pursuing on their own initiative employment opportunities from or with the other Party. In the event a Party violates this provision, the Parties may mutually agree to liquidated damages.

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7. Data Privacy. For the purpose of providing Professional Services pursuant to this Addendum, Veritas will require Customer to supply certain personal information e.g. business contact names, business telephone numbers, business e-mail addresses. Customer acknowledges that Veritas is a global organization, and such personal information may be accessible on a global basis by Veritas affiliates or Veritas partners and subcontractors, including in countries that may have less protective data protection laws than the country in which Customer is located. By providing such personal information, Customer consents to Veritas using, transferring and processing this information on a global basis for the use described above. For any question regarding the use of personal information, Customer may contact Veritas Technologies LLC - Privacy Lead, 500 East Middlefield Road, Mountain View, CA 94043, U.S.A. Telephone 999-999-9999 Email: privacy@veritas.com.

8. Miscellaneous. (a) While on Customer's premises, Veritas will ensure that its personnel follow all reasonable instructions, as such are provided to Veritas prior to the performance of the Professional Services. (b) Veritas is an independent contractor and will not be deemed an employee or agent of Customer. (c) Veritas has the right to subcontract the performance of the Professional Services to third parties, provided that Veritas remains responsible for the contractual obligations according to this Addendum and any SOW.

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Attachment 2
Hardware Appliance Warranty

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Attachment 2 Hardware Appliance Warranty

1. **HARDWARE/SOFTWARE.** The hardware ("Hardware") that accompanies this Warranty Agreement is to be used only with the Licensed Software. "Licensed Software" means the Veritas software product, in object code form, that is pre-loaded, pre-installed, or included as a media kit accompanying the Hardware, including any documentation provided with such software. You may not use the Licensed Software unless You have purchased a separate license for such Licensed Software. Your use of the Licensed Software shall comply with the terms and conditions of the Master License Agreement that has been accepted as part of the applicable GSA Schedule contract and the License Instrument applicable for such Licensed Software. "License Instrument" means one or more of the following applicable documents which further defines Your license rights to the Licensed Software: a Veritas license certificate or a similar license document issued by Veritas, or a written agreement between You and Veritas, that accompanies, precedes or follows the Master License Agreement for the Licensed Software.

2. **OWNERSHIP.** The Licensed Software is the proprietary property of Veritas or its licensors and is protected by copyright law. Veritas and its licensors retain any and all rights, title and interest in and to the Licensed Software, including in all copies, improvements, enhancements, modifications and derivative works of the Licensed Software. Your rights to use the Licensed Software shall be limited to those expressly granted in this Warranty Agreement. All rights not expressly granted to You are retained by Veritas and/or its licensors.

3. **GEOGRAPHIC USE LOCATION.** Prior to using the Hardware, You must register a service tag for such Hardware in the location You intend to use the Hardware ("Geographic Use Location"). In the event You wish to change Your Geographic Use Location, You must re-register the Hardware using the tag transfer process located at https://www.veritas.com/support/en_US/contact. Any change to the Geographic Use Location and/or any service request which requires Veritas to obtain additional information and/or validate information to acknowledge and approve warranty service entitlements may result in a delay in providing such warranty service entitlements.

4. **LIMITED WARRANTY.** Veritas warrants that the Hardware shall be free from defects in material and workmanship under normal authorized use and service and will substantially conform to the written documentation accompanying the Hardware for the applicable Warranty Period (defined in this Section 4) and as specified at the time of original purchase and in the packing slip documentation accompanying Your Hardware. The standard warranty period is three (3) years from the date of original purchase of the Hardware ("Standard Warranty Period"). However, if at time of original purchase You acquired extended warranty, as indicated in the packing slip documentation accompanying Your Hardware, the Hardware shall be warranted for a period of up to five (5) years from the date of original purchase ("Extended Warranty Period"). "Standard Warranty Period" and "Extended Warranty Period" shall collectively be referred to as "Warranty Period". Upon confirmation of a defect or failure of a Hardware, or component thereof, to perform as warranted in this Section 4, and depending on the then-current Geographic Use Location of the Hardware, Your sole and exclusive remedy for defective Hardware, or component thereof, if notified within the Warranty Period, shall be for Veritas, at its sole option and discretion, to:

(i) repair or replace the defective Hardware, or component thereof, with either a new or refurbished replacement Hardware, or component thereof, as applicable;

(ii) provide onsite repair services for any defective Hardware, or component thereof; or

(iii) repair or replace any defective Hardware returned to Veritas through Veritas's Returned Merchandise Authorization Services process for Hardware.

All defective Hardware, or component thereof, which has been replaced, shall become the property of Veritas. All defective Hardware, or component thereof, which has been repaired shall remain Your property. EXCEPT FOR THE SPECIFIC WARRANTIES OR REMEDIES SET FORTH UNDER THE APPLICABLE GSA SCHEDULE, THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY, AND VERITAS'S SOLE AND EXCLUSIVE LIABILITY FOR VERITAS'S BREACH OF THIS LIMITED WARRANTY.

5. **LIMITED HARDWARE WARRANTY SUPPORT SERVICES.** During the Warranty Period, warranty support services will be provided in accordance with (i) the service procedures identified by Veritas in Section 7, below, and (ii) the then-current Veritas Enterprise Technical Support Policy in accordance with Section 6 (Maintenance/Support) of the Agreement.

The Geographic Use Location of the Hardware will determine whether You are entitled to either warranty service consisting of (a) Next Business Day Service, (b) Same Day Service or (c) Return Merchandise Authorization Services as detailed below in this Section 5. Upon discovery of any failure of the Hardware, or component thereof, during the Warranty Period, the following options are available to You.

A. **Next Business Day Service.** You may initiate a request for next business day onsite repair services if You have purchased such services as part of Your warranty support. A service technician will, in most cases, be dispatched to arrive at Your location for onsite repair services on the next business day; Monday through Friday 8:00 AM to 6:00 PM local time, excluding regularly observed holidays. If the service technician is dispatched for onsite repair services after 5:00 PM local time, the service technician may take additional business day(s) to arrive at Your Geographic Use Location.

B. **Same Day Service.** If You have purchased the optional same day service upgrade, then for an additional fee and if offered in the then current Geographic Use Location, You may initiate a request for same day onsite services. A service technician will, in most cases, be dispatched to arrive at Your location for onsite service within the same day after dispatch, twenty-four (24) hours a day, seven (7) days a week (including holidays), provided the service location is between one hundred twenty-five (125) miles from the nearest parts stocking location.

C. **Return Merchandise Authorization Process.** In the event Veritas does not have Next Business Day Service, or Same Day Service available in Your then current Geographic Use Location or, if, Veritas determines in its sole discretion that Next Business Day, or Same Day Service may not be appropriate You are required to contact Veritas within ten (10) days after such failure and seek a return material authorization ("RMA") number. Veritas will promptly issue the requested RMA as long as Veritas determines that You meet the conditions for warranty service. The allegedly defective Hardware, or component thereof, shall be returned to Veritas, securely and properly packaged, freight and insurance prepaid, with the RMA number prominently displayed on the exterior of the shipment packaging and with the Hardware. Veritas will have no obligation to accept any Hardware which is returned without an RMA number. Veritas reserves the right, in its sole option, to repair or replace defective Hardware, or component thereof. With respect to a return of defective Hardware, or component

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thereof, Veritas and Customer or Ordering Activity will negotiate mutually agreeable transportation or other direct costs. With respect to a return of functional Hardware, or return of Hardware ordered in error by Customer, Customer will pay any transportation costs. Any credits are subject to Veritas's then-current RMA (Return Materials Authorization) policies/process.

6. **SERVICE PARTS INSTALLATION.** Regardless of the service response level purchased, some component parts are specifically designed for easy removal and replacement by You; such parts are designated as Customer Self Replaceable ("CSR"). If during the troubleshooting and diagnosis, the Veritas technical support analyst determines that the repair can be accomplished with a CSR designated part, Veritas will ship the CSR designated part directly to You. CSR parts fall into two categories:

- (A) **Optional CSR parts.** Optional CSR parts are designed for simple installation by You; however, depending on the type of service that was purchased with the Supported Product, Veritas may provide an onsite technician to replace the parts.
- (B) **Mandatory CSR parts.** Mandatory CSR parts are designed for simple installation by You and Veritas does not provide installation labor services to install Mandatory CSR parts. If You request that Veritas and/or the Veritas Authorized Reseller replace these parts, You will be charged a fee for this service.

7. **HARDWARE WARRANTY SERVICE PREREQUISITES. IN ORDER TO EXERCISE ANY OF THE WARRANTY RIGHTS CONTAINED IN THIS WARRANTY AGREEMENT, YOU MUST COMPLY WITH THE FOLLOWING PROCEDURES:**

- (A) have available an original sales receipt or bill of sale demonstrating proof of purchase with Your warranty claim;
- (B) separately procure and maintain during the entire Warranty Period, an active maintenance contract for the Licensed Software, as designated by Veritas and corresponding support ("Software Support and Maintenance");
- (C) identify for Veritas the then current Geographic Use Location for the Hardware, in accordance with Veritas's requirements.
- (D) **Prepare for the Call.** You must have the following information and materials ready when You call the technician: Your system's invoice and serial numbers; the then current Geographic Use Location service tag number for the Hardware; model and model numbers; the current version of the operating environment You are using; and the brand names and models of any peripheral devices (such as a mouse and/or keyboard) You are using.
- (E) **Call For Assistance.** For warranty service and support call the support telephone numbers provided upon purchase of Your Software Support and Maintenance.
- (F) **Explain Your Problem to the Technician.** Now You are ready to describe the problem You are having with Hardware. Let the technician know what error message You are getting and when it occurs; what You were doing when the error occurred; and what steps You may have already taken to solve the problem.
- (G) **Cooperate with the Technician.** Experience shows that most system problems and errors can be corrected over the phone as a result of close cooperation between the user and the technician. Listen carefully to the technician and follow the technician's directions.
- (H) **Software/Data Backup.** If the technician is unable to resolve the problem over the phone and determines that onsite support services as identified in Section 5, above, is necessary, the following standard procedure applies:

Software/Data Backup. You understand and agree that Veritas and its licensors are not responsible for any loss of software or data. You should back up the software and data on the hard disk drive of Your Hardware and on any other storage device(s) in the Hardware.

8. **HARDWARE WARRANTY SERVICE RESTRICTIONS/EXCLUSIONS.** The warranties contained in this Warranty Agreement will not apply to any Hardware which:

- a) has been altered, supplemented, upgraded or modified in any way not authorized by Veritas;
- b) has been repaired except by Veritas or its designee;

Additionally, the warranties contained in this Warranty Agreement do not apply to repair or replacement caused or necessitated by: (i) events occurring after risk of loss passes to You such as loss or damage during shipment; (ii) acts of God including without limitation natural acts such as fire, flood, wind earthquake, lightning, or similar disaster; (iii) improper use, environment, installation or electrical supply, improper maintenance, or any other misuse, abuse or mishandling (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible, defective, or inferior devices, supplies, or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than Veritas (or its representatives); (iv) governmental actions or inactions; (v) strikes or work stoppages; (vi) Your failure to follow applicable use or operations instructions or manuals; (vii) Your failure to implement, or to allow Veritas or its designee to implement, any corrections or modifications to the Hardware made available to You by Veritas; (viii) the moving of the Hardware from one Geographic Use Location to another or from one entity to another or (ix) such other events outside Veritas's reasonable control.

9. **WARRANTY DISCLAIMERS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT TO THE EXTENT THIS WARRANTY DISCLAIMER CONFLICTS WITH ANY WARRANTIES EXPRESSLY STATED IN THE APPLICABLE GSA SCHEDULE, THE WARRANTIES SET FORTH IN SECTION 4 ARE YOUR EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. VERITAS MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE HARDWARE WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OR USE OF THE HARDWARE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.**

10. GENERAL

10.1. **COMPLIANCE WITH APPLICABLE LAW.** You are solely responsible for Your compliance with, and You agree to comply with, all applicable laws, rules, and regulations in connection with Your use of the Hardware.

10.2. **INTERNATIONAL COMMERCE TERMS (INCOTERMS):** Delivery of all items shall be in accordance with the Agreement.



**Attachment 3
Business Critical Services**

- **BUSINESS CRITICAL ADVANCED ACCESS**
- **BUSINESS CRITICAL SERVICES REMOTE PRODUCT SPECIALIST**
- **BUSINESS CRITICAL SERVICES – CLEARED SUPPORT/VERIFIED SUPPORT**



**Attachment 3
Business Critical Services**

Where the terms of the following Business Critical Services Certificates issued separately to the Customer conflict with the terms of the Attachment 3 Certificates, the terms of the following Certificates shall control for each respective Business Critical Services support offering:

VERITAS™

Business Critical Advanced Access

- **BCS-AA Offering:** Commencing on the issue date set forth on the face of this Certificate, Veritas will provide to Licensee BCS-AA for the Product Family/Families (as defined below) listed on the face of this Certificate, under the terms and conditions listed below, until the end date set forth on the face of the Certificate.
 - **Product Family:** The following URL <http://go.veritas.com/bcs-aa-coverage> lists, by Product Family, the underlying Veritas software products ("Software") eligible for coverage under BCS-AA. Licensee acknowledges that BCS-AA only applies to Software under the specific Product Family for which Licensee has purchased BCS-AA and that the list of Software may be revised and updated by Veritas from time to time without notice to Licensee. If additional Veritas software is added to the list of Software after the issue date set forth on the face of the Certificate, for the Product Family covered under this Certificate, no additional BCS-AA fee shall apply for BCS-AA coverage of such additional Software.
 - **BCS-AA Services:** BCS-AA for each Product Family purchased by Licensee consists of the following services. Such services will be provided during each annual term for applicable Eligible Software: (i) priority call queuing; (ii) direct access to a Senior Veritas Technical Services Engineers for Severity 1 and Severity 2 Cases; (iii) access to the Business Critical Services website; and (iv) unlimited number of Designated Contacts per Product Family. Delivery of BCS-AA services is in English.
 - **Renewal Term; Fees for Renewal Term.** Unless otherwise terminated, Licensee's annual subscription for BCS-AA may be renewed for additional periods of twelve (12) months each (each, a "Renewal Term"), subject to general availability of BCS-AA on the applicable GSA price list and subject to Licensee's satisfaction of all requirements set forth in this Certificate. If Licensee purchases the Renewal Term through a Veritas authorized reseller, then the amount of fees for Licensee's Renewal Term and payment terms will be those fees and terms that are separately arranged between Licensee and such distributor/reseller.
- II. **Prerequisites for BCS-AA:**
- **Required Maintenance/Support.** Licensee may only subscribe to receive BCS-AA (as defined in Section I above) during such time as Licensee has and maintains a valid support agreement for Essential Support for the Software. Designated Contacts shall be established in accordance with any then current Veritas policies. Additionally, Licensee is required to maintain consistency across all Software within a Product Family and may not exclude any individual Software product within a Software Family for coverage under this Certificate.
 - **Payment.** Licensee's right to receive BCS-AA is subject to payment of applicable annual fees for both all required Essential Support and such BCS-AA. If Licensee's failure to pay the BCS-AA fees constitutes a material breach of the contract, then Veritas shall have the right to suspend or terminate the provision of BCS-AA for the Eligible Software. If Licensee's failure to pay for required Essential Support constitutes a material breach of the contract, then Veritas shall also have the right to suspend or terminate the provision of Essential Support for such unsupported Eligible Software, and in which case Veritas may also suspend or terminate BCS-AA for that Eligible Software. A material breach shall be deemed to occur if the Licensee fails to pay the contractually specified BCS-AA fees and/or Essential Support fees without justification for a period of sixty (60) days or more from the date when payment was due. If Licensee has a site license then Licensee is required to maintain Essential Support for all Software covered under a site license. The requirements in this Certificate to maintain and pay for Essential Support for the Eligible Software are separate from and do not change Licensee's obligation to maintain and pay for Essential Support for Software under any other agreement between Veritas and Licensee.
- III. **Terms and Conditions:**
- **Limitations.** Notwithstanding anything to the contrary herein, Licensee shall have no right to sell, resell, outsource, or otherwise transfer the benefits of BCS-AA to any third party under any circumstances. Licensee shall not assign, delegate, or subcontract any of its rights or obligations under this Certificate absent Veritas's written consent, except to the extent expressly permitted under the License Agreement.
 - **Termination.** Veritas may terminate Licensee's BCS-AA under this Certificate for Licensee's non-payment pursuant to Section II of this Certificate. Licensee's BCS-AA under this Certificate will also automatically terminate upon any termination of the License Agreement or any termination of required Essential Support pursuant to Section II of this Certificate. No refund will be due for any termination of BCS-AA under this Certificate. **Acknowledgement of Use of Personal Data.** Licensee recognizes that Veritas will require Licensee to supply certain personal data (such as business contact names, business telephone numbers, business e-mail addresses), in order for Veritas to provide BCS-AA and to keep Licensee apprised of support and product updates. Licensee acknowledges that Veritas is a global organization, and such personal data may be accessible on a global basis to enable Veritas to provide BCS-AA. By providing such personal data, Licensee consents to Veritas using, transferring and processing this personal data on a global basis for the purposes described above.

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BUSINESS CRITICAL SERVICES DATACENTER PACKAGE
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BUSINESS CRITICAL SERVICES REMOTE PRODUCT SPECIALIST

I. BCS-RPS Offering

Commencing on the issue date set forth on the face of this Certificate, Veritas will provide to Licensee BCS-RPS for the Product Family/Families (as defined below) listed on the face of this Certificate, under the terms and conditions listed below, until the end date set forth on the face of the Certificate.

- **Product Family:** The following URL <http://go.veritas.com/bcs-rps-coverage> lists, by Product Family, the Software eligible for coverage under BCS-RPS. Licensee acknowledges that BCS-RPS only apply to Software under the specific Product Family for which Licensee has purchased BCS-RPS and that the list of Software may be revised and updated by Veritas from time to time without notice to Licensee. If additional Veritas software is added to the list of Software after the issue date set forth on the face of the Certificate, no additional BCS-RPS fee shall apply for BCS-RPS coverage of such additional Software provided that Licensee has purchased BCS-RPS for the relevant Product Family.
- **BCS-RPS Services:** BCS-RPS for each Product Family purchased by Licensee consists of the following services. Such services will be provided during each annual term for applicable Software: (i) six (6) Designated Contacts per Product Family; (ii) Priority Call Queuing; (iii) Access to a Shared or Dedicated Remote Product Specialist, as such terms are defined at <http://go.veritas.com/bcs-service-descriptions> during regional business hours. All calls will be directed to an advanced team outside of regional business hours or in the event the Remote Product Specialist is not available.
- **Renewal Term; Fees for Renewal Term.** Unless otherwise terminated, Licensee's annual subscription for BCS-RPS may be renewed for additional periods of twelve (12) months each (each, a "Renewal Term"), subject to general availability of BCS-RPS on the applicable GSA price list and subject to Licensee's payment of the applicable BCS-RPS fees as well as payment of the annual fees for required Essential Support. If Licensee purchases the Renewal Term through a Veritas authorized reseller, then the amount of fees for Licensee's Renewal Term and payment terms will be those fees and terms that are separately arranged between Licensee and such reseller.

II. Prerequisites for BCS-RPS:

- **Required Maintenance/Support.** Licensee may only subscribe to receive BCS-RPS (as defined in Section I above) during such time as Licensee has and maintains a valid support agreement for Essential Support for the Software. BCS-RPS is only applicable to Software installed in production environments.
- **Payment.** Licensee's right to receive BCS-RPS is subject to payment of applicable annual fees for both all required Essential Support and such BCS-RPS. If Licensee's failure to pay the BCS fees constitutes a material breach of the contract, then Veritas shall have the right to suspend or terminate the provision of BCS-RPS for the Eligible Software. If Licensee's failure to pay for required Essential Support constitutes a material breach of the contract, then Veritas shall also have the right to suspend or terminate the provision of Essential Support for such unsupported Eligible Software, and in which case Veritas may also suspend or terminate BCS-RPS for that Eligible Software. A material breach shall be deemed to occur if the Licensee fails to pay the contractually specified BCS fees and/or Essential Support fees without justification for a period of sixty (60) days or more from the date payment was due. If Licensee has a site license then Licensee is required to maintain Essential Support for all Software covered under a site license. The requirements in this Certificate to maintain and pay for Essential Support for the Software are separate from and do not change Licensee's obligation to maintain and pay for Essential Support for Software under any other agreement between Veritas and Licensee.

III. Terms and Conditions:

- **Designated Contacts:** Any Designated Contact may call Veritas for assistance; provided that Designated Contacts can only request BCS-RPS for Software. Designated Contacts shall have a thorough understanding of the Software for which they are the named contact(s). Veritas reserves the right to request replacement of any Designated Contact if Veritas reasonably deems that such Designated Contact lacks the necessary technical and product knowledge to assist Veritas with the timely resolution of a Licensee problem. Licensee will use its best efforts to designate a replacement Designated Contact with appropriate technical and product knowledge as soon as is reasonably practicable. Licensee recognizes that the lack of suitably-qualified Designated Contacts may affect Veritas's ability to provide the BCS-RPS hereunder.
- **Limitations.** Notwithstanding anything to the contrary herein, Licensee shall have no right to sell, resell, outsource, or otherwise transfer the benefits of BCS-RPS to any third party under any circumstances. Licensee shall not assign, delegate, subcontract any of its rights or obligations under this Certificate absent Veritas's written consent, except to the extent expressly permitted under the License Agreement.
- **Termination.** Veritas may terminate Licensee's BCS-RPS under this Certificate for Licensee's non-payment pursuant to Section II of this Certificate. Licensee's BCS-RPS under this Certificate will also automatically terminate upon any termination of the License Agreement or any termination of required Essential Support in accordance with Section II. Except as otherwise provided herein, no refund will be due for any termination of BCS-RPS under this Certificate.
- **Acknowledgement of Use of Personal Data.** Licensee recognizes that Veritas will require Licensee to supply certain personal data (such as business contact names, business telephone numbers, business e-mail addresses), in order for Veritas to provide BCS-RPS and to keep Licensee apprised of support and product updates. Licensee acknowledges that Veritas is a global organization, and such personal data may be accessible on a global basis to enable Veritas to provide BCS-RPS. By providing such personal data, Licensee consents to Veritas using, transferring and processing this personal data on a global basis for the purposes described above.

Veritas Business Critical Services – Cleared Support Services Verified Support

- I. **CSS-VS Services:** Commencing on the issue date set forth on the face of this Certificate, Veritas will provide to Licensee CSS-VS Services for the Supported Products (as defined below), listed on the face of this Certificate, for the period set forth on the face of this Certificate ("Term").
- **CSS-VS Services.** CSS-VS Services shall mean: (i) support services consisting of initial verification of Licensee's entitlement and subsequent remote diagnostic and troubleshooting performed only by United States citizens in the fifty (50) states of the United States and (ii) performed at up to a total of three (3) Supported Data Centers as designated in writing by Licensee to Veritas.
 - **Supported Products.** The following URL <http://go.veritas.com/cleared-support-services> lists the Supported Products, for which CSS-VS Services are provided under this Certificate, subject to purchase by Licensee of Essential Support for each Product Title designated by Licensee to be covered hereunder. Licensee acknowledges that the list of Supported Products may be revised and updated by Veritas from time to time without notice to Licensee.
 - **Renewal Term; Fees for Renewal Term.** Unless otherwise terminated, upon request, Licensee's annual subscription for CSS-VS Services may be renewed for additional periods of twelve (12) months each (each, a "Renewal Term"), subject to general availability of CSS-VS Services on the applicable GSA price list and subject to Licensee's satisfaction of all requirements set forth in this Certificate. In the event the Ordering Activity wishes to renew such CSS-VS Services, the CSS-VS fees charged to such Ordering Activity or to a Veritas authorized distributor/reseller, as applicable, for each twelve (12) month period of any Renewal Term, shall be the BCS fees for the immediately preceding twelve (12) month period ("Base CSS-VS Services Fee") plus an increase not to exceed more than three percent (3%) over the Base CSS-VS Services Fee. If Licensee purchases the Renewal Term through a Veritas authorized distributor/reseller, then the amount of fees for Licensee's Renewal Term and payment terms will be those fees and terms that are separately arranged between Licensee and such distributor/reseller.
- II. **Prerequisites for CSS-VS Services:**
- **Required License Agreement and Maintenance/Support.** Licensee must hold a valid license agreement ("License Agreement") for the underlying Software Product Title and have a current support agreement for Essential Support for each Software Product Title. Designated Contacts for CSS-VS Services shall be those same Designated Contacts established in connection with Essential Support for each Product Title designated by Licensee for coverage hereunder.
 - **Payment.** Licensee's right to receive CSS-VS Services is subject to payment of applicable annual fees for (i) all required Essential Support and (ii) CSS-VS Services. If Licensee's failure to pay the BCS fees constitutes a material breach of the contract, then Veritas shall have the right to suspend or terminate the provision of CSS-VS for the Supported Products. If Licensee's failure to pay for required Essential Support constitutes a material breach of the contract, then Veritas shall also have the right to suspend or terminate the provision of Essential Support for such unsupported Product Titles, and in which case Veritas may also suspend or terminate CSS-VS for such Support Products. A material breach shall be deemed to occur if the Licensee fails to pay the contractually specified BCS fees and/or Essential Support fees without justification for a period of sixty (60) days or more from the date payment was due.
- III. **Terms and Conditions:**
- **Limitations.** Licensee shall have no right to sell, resell, outsource, or otherwise transfer the benefits of CSS-VS Services to any third party under any circumstances. Licensee shall not assign, delegate, or subcontract any of its rights or obligations under this Certificate absent Veritas's written consent, except to the extent expressly permitted under the License Agreement.
 - **Termination.** Licensee's CSS-VS Services may be terminated (i) by Veritas for Licensee's non-payment of applicable fees in accordance with Section II; or (ii) automatically upon any termination of the License Agreement or any termination of required Essential Support in accordance with Section II. No refund will be due for any termination of CSS-VS Services.
 - **Acknowledgement of Use of Personal Data.** Licensee recognizes that Veritas will require Licensee to supply certain personal data (such as business contact names, business telephone numbers, business e-mail addresses), in order for Veritas to provide CSS-VS Services and to keep Licensee apprised of support and product updates. Licensee acknowledges that Veritas is a global organization, and such personal data may be accessible on a global basis to enable Veritas to provide CSS-VS Services. If and by providing such personal data, Licensee consents to Veritas using, transferring and processing this personal data on a global basis for the purposes described above.

**Veritas DeepSight Early Warning Services Certificate
Silver, Gold, and Platinum Services
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Veritas DeepSight Early Warning Services Certificate
DeepSight Early Warning Services Starter Pack, DeepSight Early Warning Services Advanced Pack, DeepSight Early Warning Services Add-on to MSS and DeepSight DataFeeds Early Warning Services User Add-on Services

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Attachment 4
Managed Security Services
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VMWARE TERMS & CONDITIONS & EULA

VMware Government Product Warranty

Warranty for VMware Government Products

Notwithstanding any contrary terms contained in the applicable product EULA with regard to the Software distributed under valid VMware Government SKUs, the following additional warranty terms shall apply:

VMware warrants as follows:

To customers who have purchased the VMware Software or Services through an applicable VMware Government SKU: As of the date of purchase of said goods and services (a) the Software designated by VMware at <http://www.vmware.com/help/accessibility.html> (or a VMware successor site) is, to VMware's knowledge, compliant with Section 508 of the Rehabilitation Act (29 USC 794d) as amended by the Workforce Investment Act of 1998, except where VMware has otherwise identified in its published Voluntary Product Accessibility Template (VPAT), posted at the aforementioned site; and (b) VMware will make available a U.S. Person as defined by 22 CFR Parts 120-130, International Traffic in Arms Regulations (ITAR) to provide technical support as a part of the Services.

If the applicable Software and/or Services purchased through an applicable VMware government SKU do not substantially conform to the aforementioned warranties, your sole remedy will be that VMware shall, at its option, publish a VPAT for Software that may be non-compliant with Section 508 (in the case of non-conformity to the aforementioned Section (a)), make a U.S. person available upon request to provide technical support (in the case of non-conformity to the aforementioned Section (b)) or refund the license or service fees you paid, if any, provided that (a) such Software has been properly installed and used at all times and in accordance with the instructions in the applicable end-user documentation; (b) no modification, alteration or addition has been made to such Software product by persons other than VMware or VMware's authorized representative; and (c) VMware receives prompt written notice of the non-conformity following shipment (in the case of Software) and/or following commencement of the Services (in the case of Services).

EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN THE APPLICABLE PRODUCT EULA AND AS SPECIFIED ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE MANDATORY LAW, VMWARE AND ITS LICENSORS PROVIDE SUCH SOFTWARE AND/OR SERVICES WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS EULA OR COMMUNICATION WITH YOU.



VMWARE EULA

**VMWARE END USER
LICENSE AGREEMENT**

PLEASE NOTE THAT THE TERMS OF THIS END USER LICENSE AGREEMENT (“EULA”) SHALL GOVERN YOUR USE OF THE SOFTWARE, REGARDLESS OF ANY TERMS THAT MAY APPEAR DURING THE INSTALLATION OF THE SOFTWARE. IN THIS EULA, “YOU” MEANS THE “CUSTOMER” NAMED IN THE ELA ORDER FORM TO WHICH THIS EULA IS ATTACHED.

EVALUATION LICENSE. If You are licensing the Software for evaluation purposes, Your use of the Software is only permitted in a non- production environment and for the period limited by the License Key. Notwithstanding any other provision in this EULA, an Evaluation License of the Software is provided “AS-IS” without indemnification, support or warranty of any kind, expressed or implied.

1. DEFINITIONS.

- 1.1 “Customer”** means the federal government entity named in the Order.
- 1.2 “Documentation”** means that documentation that is generally provided to You by VMware with the Software, as revised by VMware from time to time, and which may include end user manuals, operation instructions, installation guides, release notes, and on-line help files regarding the use of the Software.
- 1.3 “Guest Operating Systems”** means instances of third-party operating systems licensed by You, installed in a Virtual Machine and run using the Software.
- 1.4 “Intellectual Property Rights”** means all worldwide intellectual property rights, including without limitation, copyrights, trademarks, service marks, trade secrets, know how, inventions, patents, patent applications, moral rights and all other proprietary rights, whether registered or unregistered.
- 1.5 “License”** means a license granted under Section 2.1.
- 1.6 “License Key”** means a serial number that enables You to activate and use the Software.
- 1.7 “License Term”** means the duration of a License as specified in the Order.
- 1.8 “License Type”** means the type of License applicable to the Software, as more fully described in the Order.
- 1.9 “Open Source Software” or “OSS”** means software components that are licensed under a license approved by the Open Source Initiative (“OSI”) or similar open source or freeware license and are embedded in the delivered Software.
- 1.10 “Order”** means a purchase order, enterprise license agreement, or other ordering document issued by You to VMware or a VMware authorized reseller that references and incorporates this EULA and is accepted by VMware as set forth in Section 4.
- 1.11 “Product Guide”** means the current version of the VMware Product Guide at the time of Your Order, copies of which are found at www.vmware.com/download/eula.
- 1.12 “Services Terms”** means the support services terms as indicated in the applicable Order, or if the Order does not specify any support services terms, then VMware’s then-current Support and Subscription Contract Terms and Conditions, copies of which are found at www.vmware.com/files/pdf/support/support_terms_conditions.pdf.
- 1.13 “Software”** means the VMware Tools and the VMware computer programs listed on VMware’s commercial price list to which You acquire a license under an Order, together with any software code relating to the foregoing that is provided to You pursuant to a support and subscription service contract and that is not subject to a separate license agreement.
- 1.14 “Territory”** means the Territory as set forth in the applicable Order, or if the Order does not specify the Territory, then the country or countries in which You have been invoiced; provided, however, that if You have been invoiced within any of the European Economic Area member states, You may deploy the corresponding Software throughout the European Economic Area.
- 1.15 “Third Party Agent”** means a third party delivering information technology services to You pursuant to a written contract with You.
- 1.16 “Virtual Machine”** means a software container that can run its own operating system and execute applications like a physical machine.
- 1.17 “VMware”** means VMware, Inc., a Delaware corporation, if You are purchasing Licenses or services for use in the United States and VMware International Limited, a company organized and existing under the laws of Ireland, for all other purchases.
- 1.18 “VMware Tools”** means the suite of utilities and drivers, Licensed by VMware under the “VMware Tools” name, that can be installed in a Guest Operating System to enhance the performance and functionality of a Guest Operating System when running in a Virtual Machine.

2. LICENSE GRANT.

- 2.1 Scope of License.** Subject to the terms and conditions of this EULA, VMware grants You, during the License Term, a non-exclusive, non-transferable License to use the Software, in executable code form only, within the Territory, for Your internal operations in accordance with (a) the Documentation; (b) the License Type for which You have paid the applicable fees; (c) other applicable limitations set forth in the Order. The License to the Software is limited to the quantities specified in each applicable Order.
- 2.2 Third Party Use.** Under the License granted to You in Section 2.1 above, You may permit Your Third Party Agents to access, use and/or operate the Software on Your behalf for the sole purpose of delivering services to You, provided that You will be fully responsible for Your Third Party Agents' compliance with terms and conditions of this EULA and any breach of this EULA by a Third Party Agent shall be deemed to be a breach by You.
- 2.3 Permitted Copies.** You may make one copy of the Software for archival purposes only. The copy shall: (a) be kept within Your possession or control; (b) include all titles, trademarks, and copyright and restricted rights notices in the original; and (c) be subject to this EULA. You may not otherwise copy the Software without VMware's prior written consent.
- 2.4 Benchmarking.** You may use the Software to conduct internal performance testing and benchmarking studies. You may only publish or otherwise distribute the results of such studies to third parties as follows: (a) if with respect to VMware's Workstation or Fusion products, only if You provide a copy of Your study to benchmark@vmware.com prior to distribution; (b) if with respect to any other Software, only if VMware has reviewed and approved of the methodology, assumptions and other parameters of the study (please contact VMware at benchmark@vmware.com to request such review and approval) prior to such publication and distribution.
- 2.5 VMware Tools.** Customer shall have no right to use the VMware tools.
- 2.6 Open Source Software.** Notwithstanding anything herein to the contrary, Open Source Software is licensed to You under such OSS's own applicable license terms, which can be found in the open_source_licenses.txt file, the Documentation or as applicable, the corresponding source files for the Software available at http://www.vmware.com/download/open_source.html. These OSS license terms are consistent with the license granted in Section 2, and may contain additional rights benefiting You. The OSS license terms shall take precedence over this EULA to the extent that this EULA imposes greater restrictions on You than the applicable OSS license terms.
- 3. RESTRICTIONS; OWNERSHIP.**
- 3.1 Restrictions.** You acknowledge that the Software and the structure, organization and source code of the Software constitute valuable trade secrets of VMware. Accordingly, except as expressly permitted in Section 2 or as otherwise authorized by VMware in writing, You will not and will not permit any third party to: (a) sell, lease, license, distribute, sublicense or otherwise transfer in whole or in part the Software or Documentation to any third party; (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Software, in whole or in part; (c) copy the Software, except for archival purposes, as set out in Section 2.3; (d) create, develop, license, install, use, or deploy any software or services to circumvent, enable, modify or provide access, permissions or rights which violate the technical restrictions of the Software as described in this EULA; (e) translate, modify or create derivative works based upon the Software; (f) permit any use of or access to the Software by any third party; (g) remove any product identification, proprietary, copyright or other notices contained in the Software; or (h) operate the Software on behalf of or for the benefit of any third party, including the operation of any service that is accessed by a third party.
- 3.2 Decompilation.** Notwithstanding the foregoing, decompiling the Software is permitted to the extent the laws of the Territory give You the express right to do so to obtain information necessary to render the Software interoperable with other software; provided, however, You must first request such information from VMware (at info@vmware.com), provide all reasonably requested information to allow VMware to assess Your claim, and VMware may, in its discretion, either provide such interoperability information to You, impose reasonable conditions, including a reasonable fee, on such use of the Software, or offer to provide alternatives to ensure that VMware's proprietary rights in the Software are protected and to reduce any adverse impact on VMware's proprietary rights.
- 3.3 Ownership.** The Software and Documentation, all copies and portions thereof, and all improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights therein, are and shall remain the sole and exclusive property of VMware and its licensors. Your rights to use the Software and Documentation shall be limited to those expressly granted in this EULA and any applicable Order. No other rights with respect to the Software or any related Intellectual Property Rights are implied. You are not authorized to use (and shall not permit any third party to use) the Software, Documentation or any portion thereof except as expressly authorized by this EULA or the applicable Order.
- 3.4 Guest Operating Systems.** Certain Software allows Guest Operating Systems and application programs to run on a computer system.
You acknowledge that You are responsible for obtaining and complying with any licenses necessary to operate any such third-party software.

4. **ORDER.** Your Order is subject to this EULA. No Orders are binding on VMware until accepted by VMware. Orders for Software are deemed to be accepted upon VMware's delivery of the Software included in such Order. Orders issued to VMware do not have to be signed to be valid and enforceable. The terms of this EULA related to delivery, pricing, payment, or taxes shall not apply to Your establish such terms independently with the authorized reseller.
5. **AUDIT RIGHTS.**
 - 5.1 **Records.** You will, during the License Term for any Software licenses acquired under this EULA (and for a period of two (2) years from the expiration of the applicable License Term), maintain accurate records of your use of the Software sufficient to demonstrate Your compliance with the terms of this EULA and all Orders.
 - 5.2 **Audit Rights.** During the period in which You are obligated to maintain such records, VMware, or its third party auditor, may, upon reasonable notice to You, and in compliance with all mandatory and applicable security clearance requirements, audit such records to verify that You have (a) used the Software solely in the manner authorized herein; (b) paid all applicable license fees; and (c) otherwise complied with the terms of this EULA and all Orders. VMware may conduct no more than one (1) audit in any twelve (12) month period. Audits will be conducted during normal business hours and VMware will use commercially reasonable efforts to minimize the disruption of Your normal business activities. VMware, and any third-party auditor, shall not have physical access to Your computing devices in connection with any such audit, without Your prior written consent. You will reasonably cooperate with VMware and/or its third-party auditor and VMware reserves the right to seek recovery of any underpayments revealed by the Audit.
6. **SUPPORT AND SUBSCRIPTION SERVICES.** Except as expressly specified in the Product Guide, VMware does not provide any support or subscription services for the Software under this EULA. You have no rights to any updates, upgrades or extensions or enhancements to the Software developed by VMware unless you separately purchase VMware support or subscription services. These support or subscription services are subject to the Services Terms.

7. WARRANTIES.

7.1 **Software Warranty.** VMware warrants to You that the Software will, for a period of ninety (90) days following delivery (“**Warranty Period**”), substantially conform to the applicable Documentation, provided that the Software (a) has been properly installed and used at all times and in accordance with the applicable Documentation; and (b) has not been modified or added to by persons other than VMware or its authorized representative. VMware will, at its own expense and as its sole obligation and Your exclusive remedy for any breach of the foregoing warranty, either replace the applicable Software or correct any reproducible error in the Software reported to VMware by You in writing during the Warranty Period. If VMware determines that it is unable to correct the error or replace the Software, VMware will refund to You all License fees actually paid by You, in which case the License for the applicable Software and Your right to use such Software will terminate.

7.2 **Disclaimer of Warranties.** THE EXPRESS WARRANTY IN SECTION 7.1 ABOVE IS IN LIEU OF AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VMWARE AND ITS LICENSORS DISCLAIM, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE) REGARDING OR RELATING TO THE SOFTWARE, THE DOCUMENTATION, OR ANY MATERIALS FURNISHED OR PROVIDED TO YOU UNDER THIS EULA. VMWARE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT THE SOFTWARE WILL MEET (OR IS DESIGNED TO MEET) YOUR BUSINESS REQUIREMENTS.

8. INTELLECTUAL PROPERTY INDEMNIFICATION.

8.1 **Defense and Indemnification.** Subject to the remainder of this Section 8 and 28 U.S.C 516, VMware shall defend You against any third party claim that the Software infringes any patent, trademark or copyright of such third party, or misappropriates a trade secret (but only to the extent that such misappropriation is not a result of Your actions) under the laws of: (a) the United States and Canada; (b) the European Economic Area; (c) Australia; (d) New Zealand; (e) Japan; or (f) the People’s Republic of China, to the extent that such countries are part of the Territory for the License (“**Infringement Claim**”) and indemnify You from the resulting costs and damages finally awarded against You to such third party by a court of competent jurisdiction or agreed to in settlement; provided that You: (i) promptly provide VMware with notice of such Infringement Claim; (ii) allow VMware sole control over the defense thereof and related settlement negotiation; and (iii) reasonably cooperate in response to VMware requests for assistance. You may not settle or compromise any Infringement Claim without the prior written consent of VMware.

8.2 **Remedies.** Should the Software become, or in VMware’s opinion be likely to become, the subject of an Infringement Claim, VMware will, at VMware’s option and expense either: (a) procure the rights necessary for You to make continued use of the affected Software in accordance with this EULA; (b) replace or modify the affected Software to make it non-infringing; or (c) terminate the License to the affected Software and discontinue the related support services, and, upon Your certified deletion of the affected Software, refund: (i) the fees paid by You for the License to the affected Software, less straight-line depreciation over a three (3) year useful life beginning on the date such Software was delivered; and (ii) any pre-paid service fee attributable to related support services to be delivered after the date such service is stopped. Nothing in this Section 8.2 shall limit VMware’s obligation under Section 8.1 to defend and indemnify You, provided that You replace the allegedly infringing Software upon VMware’s making alternate Software available to You and/or You discontinue using the allegedly infringing Software upon receiving VMware’s notice terminating the affected License.

based on: (a) a combination of Software with non-VMware products (other than non-VMware products that are listed on the Order and used in an unmodified form); (b) use for a purpose or in a manner for which the Software was not designed; (c) use of any older version of the Software when use of a newer VMware revision would have avoided the infringement; (d) any modification to the Software made without VMware’s express written approval; (e) any claim that relates to open source software or freeware technology or any derivatives or other adaptations thereof that is not embedded by VMware into Software listed on VMware’s commercial price list; (f) any claim that relates to Linux or Android open source software, even when it has been embedded into or distributed with the Software or (g) any Software provided on a no charge, beta or evaluation basis. THIS SECTION 8 STATES YOUR SOLE AND EXCLUSIVE REMEDY AND VMWARE’S ENTIRE LIABILITY FOR ANY INFRINGEMENT CLAIMS OR ACTIONS.

9. LIMITATION OF LIABILITY.

9.1 **Limitation of Liability.** TO THE MAXIMUM EXTENT MANDATED BY LAW, IN NO EVENT WILL VMWARE AND ITS LICENSORS BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. BECAUSE SOME JURISDICTIONS DO

NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY TO YOU. VMWARE'S AND ITS LICENSORS' LIABILITY UNDER THIS EULA WILL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE LESSER OF (1) THE LICENSE FEES YOU PAID FOR THE SOFTWARE UNDER THIS EULA, IF ANY, OR (2) ONE MILLION U.S. DOLLARS (\$1,000,000.00 USD). THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER VMWARE OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of this Agreement to no greater extent that permitted under any applicable federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733.

- 9.2 Further Limitations.** VMware's licensors shall have no liability of any kind under this EULA and VMware's liability with respect to any third party software embedded in the Software shall be subject to Section 9.1. You may not bring a claim under this EULA more than eighteen (18) months after the cause of action arises unless mandated otherwise by the Contract Disputes Act of 1978, amended (41 U.S.C. 7101-7109).

10. TERMINATION.

- 10.1 License Term.** This EULA will terminate in its entirety upon the termination of the License Term, unless terminated earlier under this Section 10.

- 10.2 Termination for Breach.** In accordance with FAR 52.212-4(l) and FAR 52.233-1, VMware may request You terminate this EULA in its entirety effective immediately upon written notice to You if: (a) You breach any provision in Section 3 and do not cure the breach within thirty (30) days after receiving written notice thereof from VMware; or (b) You breach any other provision of this EULA and don't not cure the breach within thirty (30) days after receiving written notice thereof from VMware.

- 10.3 Termination for Insolvency.** VMware may terminate this EULA in its entirety effective immediately upon written notice to You if You: (a) terminate or suspend your business; (b) become insolvent, admit in writing Your inability to pay Your debts as they mature, make an assignment for the benefit of creditors; or become subject to control of a trustee, receiver or similar authority; or (c) become subject to any bankruptcy or insolvency proceeding.

- 10.4 Effect of Termination.** If this EULA is terminated pursuant to the rights herein: (a) all Licensed rights to all Software granted to You under this EULA will immediately cease to exist; and (b) You must promptly discontinue all use of all Software, and (destroy all copies of the Software and all License Key(s)) and return, or if requested by VMware, destroy, any related VMware Confidential Information in Your possession or control and certify in writing to VMware that You have fully complied with these requirements. Sections 1 (Definitions), 2.6 (Open Source Software), 3 (Restrictions; Ownership), 5.1 (Records), 5.2 (Audit Rights), 7.2 (Disclaimer of Warranties), 9 (Limitation of Liability), 10 (Termination), 11 (Confidential Information) and 12 (General) will any survive termination of this EULA.

11. CONFIDENTIAL INFORMATION.

- 11.1 Definition.** "Confidential Information" means information or materials provided by one party ("Discloser") to the other party ("Recipient") which are in tangible form and labeled "confidential" or the like, or, information which a reasonable person knew or should have known to be confidential. The following information shall be considered Confidential Information whether or not marked or identified as such: (a) License Keys; (b) information regarding VMware's pricing, product roadmaps or strategic marketing plans; and (c) non-public materials relating to the Software.

- 11.2 Protection.** Recipient may use Confidential Information of Discloser; (a) to exercise its rights and perform its obligations under this EULA; or (b) in connection with the parties' ongoing business relationship. Recipient will not use any Confidential Information of Discloser for any purpose not expressly permitted by the EULA, and will disclose the Confidential Information of Discloser only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of the EULA and who are unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature but with no less than reasonable care.

- 11.3 Exceptions.** Recipient's obligations under Section 11.2 with respect to any Confidential Information will terminate if Recipient can show by written records that such information: (a) was already known to Recipient at the time of disclosure by Discloser; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of, Discloser's Information. In addition, Recipient will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court

of similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure. You may disclose terms and conditions of this EULA to other Federal Government agencies solely as necessary for the performance of this EULA. To the extent Confidential Information becomes subject to the Freedom of Information Act (5 U.S.C. 552), the parties agree that such Confidential Information and this EULA shall be considered VMware trade secrets which would cause undue business hardship and a waiver from disclosure will apply.

12. GENERAL.

12.1 Assignment. This EULA and any Orders, and any of Your rights or obligations thereunder, may not be assigned, subcontracted or transferred by You, in whole or in part, whether voluntary, by operation of contract, law or otherwise, without the prior written consent of VMware. Any attempted assignment or transfer in violation of the foregoing will be null and void. VMware may assign this EULA to any successor to all or substantially all its business or assets to which this EULA relates, whether by merger, sale of assets, sale of stock, reorganization, when such assignment meets one or more of the following criteria: (1) a transfer occurs "by operation of law" 2) an assignee is determined responsible in accordance with FAR 9 (3) a duly warranted Contracting Officer grants a waiver of the Anti-Assignment Act requirements when such waiver is determined to be in the Government's best interest; (4) a transfer does not represent a threat to the national security. Any attempted assignment or transfer in violation of the foregoing will be null and void. Subject to the foregoing, this EULA

will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

12.2 Notices. Any notice delivered by VMware to You under this EULA will be delivered via mail, email or fax.

12.3 Waiver. The waiver of a breach of any provision of this EULA shall not constitute a waiver of any other provision or any subsequent breach.

12.4 Severability. If any provision of this EULA is held to be illegal, invalid or unenforceable, the provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions of this EULA will remain in full force and effect.

12.5 Compliance with Laws; Export Control; Government Regulations. Each party shall comply with all laws applicable to the actions contemplated by this EULA. You acknowledge that the Software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. You represent that (1) you are not, and are not acting on behalf of, (a) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (b) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (2) you will not permit the Software to be used for, any purposes prohibited by law, including, any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons. The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and documentation by the U.S. Government shall be governed solely by the terms and conditions of this EULA.

12.6 Construction. The headings of sections of this EULA are for convenience and are not to be used in interpreting this EULA. As used in this EULA, the word 'including' means "including but not limited to."

12.7 Governing Law. The EULA is governed by the applicable Federal laws of the United States of America, excluding its conflict of law principles. The UN Convention on International Sale of Goods shall not apply.

12.8 Third Party Rights. Other than as expressly set out in this EULA, this EULA does not create any rights for any person who is not a party to it, and no person who is not a party to this EULA may enforce any of its terms or rely on any exclusion or limitation contained in it.

12.9 Product Guide. In addition to the above sections, Your use of the Software is subject to the terms and conditions of the Product Guide, which is incorporated herein by reference. The EULA shall govern Your use of the Software to the extent that language in the EULA is not in conflict with the language contained herein and to the extent that terms and conditions in the EULA are consistent with applicable, mandatory, and controlling Federal Law,. (To the extent the terms and conditions in the EULA are inconsistent with the Federal Law (See FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant federal order.

12.10 Order of Precedence. In the event of conflict or inconsistency among the Product Guide, this EULA and the Order, the following order of precedence shall apply: (a) the Product Guide, (b) this EULA and (c) the Order. With respect to any

inconsistency between this EULA and an Order, the terms of this EULA shall supersede and control over any conflicting or additional terms and conditions of any Order,

acknowledgement or confirmation or other document issued by You, unless the parties execute a written agreement expressly indicating: (i) that such Order shall modify this EULA; or (ii) that the terms of such Order shall supersede and control in the event of any inconsistency.

12.11 Entire Agreement. This EULA, including accepted Orders and any amendments hereto, and the Product Guide contain the entire agreement of the parties with respect to the subject matter of this EULA, namely the licensing of Software, and supersede all previous or contemporaneous communications, representations, proposals, commitments, understandings and agreements, whether written or oral, between the parties regarding the subject matter hereof. This EULA may be amended only in writing signed by authorized representatives of both parties.

12.12 Contact Information. Please direct legal notices or other correspondence to VMware, Inc., 3401 Hillview Avenue, Palo Alto, California 94304, United States of America, Attention: Legal Department. If You have any questions concerning this EULA, please send an email to info@vmware.com.

VMware, Inc. Support and Subscription Services “SnS” Terms and Conditions

VMware, Inc., a Delaware corporation, or VMware International Limited, a company organized under the laws of Ireland, as applicable (“**VMware**”), shall provide Technical Support and Subscription Services (as defined herein) (collectively, the “**Services**”) to the Customer, per the terms of this Agreement (the “**Agreement**”) and as set forth at the VMware Support Services Website, at <http://www.vmware.com/support/services/>. The applicable VMware entity, **Effective Date**, **Software**, and **Services** level will be set forth on the applicable enterprise license agreement, SnS order form, Customer’s purchase Order, or, if Customer has purchased support on a per-incident basis (“**Per Incident**”), in the registration form completed by Customer upon such purchase (collectively the “**Order**”).

1. Definitions.

1.1 “Error” means a failure in the Software to materially conform to the specifications described in the applicable product documentation (“**Documentation**”).

1.2 “Modified Code” means any modification, addition and/or development of code scripts deviating from the predefined product code tree(s)/modules developed by VMware for production deployment or use. Modified Code excludes customizable Software options for which VMware offers Services on the applicable VMware price list.

1.3 “Services Fees” means the fees for Services specified in a corresponding VMware or reseller invoice.

1.4 “Services Period” means the period for which Customer has purchased the Services and any subsequent renewal periods and shall commence: (a) for Software Licenses for which Services are mandatory, on the date the applicable Software License Key(s) are made available for download, and (b) for Software Licenses for which Services are optional, on the date of purchase of the Services.

1.5 “Severity” is a measure of the relative impact an Error has on the use of the Software, as determined by VMware. The following Severity levels apply to all Software:

(a) “Severity One” means Customer’s production server or other mission critical system(s) are down and no workaround is immediately available and (i) all or a substantial portion of Customer’s mission critical data is at a significant risk of loss or corruption; (ii) Customer has had a substantial loss of service; or (iii) Customer’s business operations have been severely disrupted.

(b) “Severity Two” means that major functionality is severely impaired such that (i) operations can continue in a restricted fashion, although long-term productivity might be adversely affected; (ii) a major milestone is at risk; ongoing and incremental installations are affected; or (iii) a temporary workaround is available.

(c) “Severity Three” means a partial, non-critical loss of functionality of the software such that: (i) the operation of some component(s) is impaired but allows the user to continue using the Software; or (ii) initial installation milestones are at minimal risk.

(d) **“Severity Four”** means (i) general usage questions and cosmetic issues, including errors in the documentation, and (ii) cases opened via email for Zimbra Software.

1.6 **“Software”** means software offered on the VMware price list, and all components shipped with the Software, including Open Source components.

1.7 **“Subscription Services”** means the provision of Maintenance Releases, Minor Releases and Major Releases (each defined below), if any, to the Software, as well as corresponding Documentation, to Customer.

(a) **“Maintenance Release”** or **“Update”** means a generally available release of the Software that typically provides maintenance corrections or fixes only, designated by VMware by means of a change in the digit to the right of the second decimal point (e.g. Software 5.0 >> Software 5.0.1), or for certain Software, by means of a change in the digit of the Update number (e.g. Software 5.0 Update 1).

(b) **“Minor Release”** means a generally available release of the Software that (i) introduces a limited amount of new features and functionality, and (ii) is designated by VMware by means of a change in the digit to the right of the decimal point (e.g., Software 5.0>>Software 5.1).

(c) **“Major Release,”** also known as an **“Upgrade,”** means a generally available release of the Software that (i) contains functional enhancements or extensions, and (ii) is designated by VMware by means of a change in the digit to the left of the first decimal point (e.g., Software 5.0 >> Software 6.0).

1.8 **“Technical Support”** means the provision of telephone or web-based technical assistance by VMware to Customer’s technical contact(s) with respect to installation and Errors, at the corresponding Services level purchased by Customer.

1.9 **“Third Party Products”** means any software or hardware that (i) is manufactured by a party other than VMware and (ii) has not been incorporated into the Software.

2. **Service Terms.**

Services at the applicable Services level purchased.

2.2 **End of Availability.** VMware may, at its discretion, decide to retire Software and/or Services from time to time (**“End of Availability”**). VMware shall post notice of End of Availability, including the last date of general commercial availability of the affected Software and the timeline for discontinuing Services, at <https://www.vmware.com/support/policies/lifecycle.html>. VMware shall have no obligation to provide Services for Software that is outside of the applicable Service life.

2.3 **Purchase Requirements.**

(a) Except as otherwise provided for by VMware, Customer may purchase initial Services only for the most current, generally available release of the Software.

(b) Customer must purchase and/or renew Services at the same Services level for all of the Software in a given environment (e.g., Test, Development, QA, Production).

(c) Except as otherwise provided in the applicable price list, the minimum term for any Service offering is one (1) year.

(d) These Services Terms and conditions will automatically update to VMware’s then-current Services terms and conditions set forth at https://www.vmware.com/files/pdf/support/support_terms_conditions.pdf upon any renewal of Services.

2.4 **Exclusions.**

(a) Services do not cover problems caused by the following:

(i) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power, air conditioning or humidity control; failure of rotation media not furnished by VMware; operation of the Software with other media not in accordance with the manufacturer’s specifications; or causes other than ordinary use;

(ii) improper installation by Customer or use of the Software that deviates from any operating procedures as specified in the Documentation;

(iii) Third Party Products, other than the interface of the Software with the Third Party Products; (iv) Modified Code;

(v) issues relating to Software offered as a Service ("SaaS");

(vi) any customized deliverables created by VMware specifically for Customer as part of consulting services; or (viii); use of the Software with unsupported tools (i.e., Java Development Kit (JDK); Java Runtime Environment (JRE)), APIs, interfaces or data formats other than those included with the Software and supported as set forth in the Documentation; or

(vii) any issue not covered by Technical Support.

Customer may request assistance from VMware for such problems, for an additional fee.

(b) In the event that VMware suspects that a reported problem may be related to Modified Code, VMware, may, in its sole discretion, (i) request that the Modified Code be removed, and/or (ii) inform Customer that additional assistance may be obtained by Customer directly from various product discussion forums or by engaging VMware's consulting services group for an additional fee.

2.5 Customer Responsibilities. VMware's obligations regarding Services are subject to the following:

(a) Customer agrees to receive from VMware communications via e-mail, telephone, and other formats, regarding Services

(such as communications concerning support coverage, Errors or other technical issues and the availability of new releases of the Software).

(b) Customer's technical contact shall cooperate to enable VMware to deliver the Services.

(c) Customer is solely responsible for the use of the Software by its personnel and shall properly train its personnel in the use and application of the Software.

(d) Customer shall promptly report to VMware all problems with the Software, and shall implement any corrective procedures provided by VMware reasonably promptly after receipt.

(e) Customer is solely responsible for protecting and backing up the data and information stored on the computers on which the Software is used and should confirm that such data and information is protected and backed up in accordance with any internal or regulatory requirements as applicable, before contacting VMware for Technical Support. VMware is not responsible for lost data or information in the event of errors or other malfunction of the Software or computers on which the Software is used.

(f) Customer will have dedicated resources available to work 24X7 on Severity One Errors.

3. Services Offerings and fees.

3.1 Services Fee Terms.

no later than the date of commencement of the applicable Services Period. Services Fees are specified in the applicable price list and are non-refundable.

(b) In the event that Customer renews or adds a Services offering that has a minimum term of one (1) year, Customer may elect to make Services for all or a portion of its Software Licenses coterminous with the renewed or added Services. In such case, VMware will prorate the applicable Services Fees to extend the current Services Period to make it coterminous with such renewed or added Services.

(c) For Software that is licensed on a perpetual basis, if a Customer purchases Services after acquiring the Software Licenses, or had elected not to renew Services and later wishes to re-enroll in the Services, Customer must move to the then-current Major Release of the Software and must pay: (i) the applicable Services Fees for the current Services Period; (ii) the amount of Services Fees that would have been paid for the period of time that Customer had not enrolled in the Services, and (iii) a twenty-percent (20%) reinstatement fee on the sum of the Services Fees in (i) and (ii).

(d) In cases where Customer purchases a License to migrate up from one edition of the Software to another (e.g., VMware vSphere Standard to VMware vSphere Enterprise Plus), any unused period of the Services Period on the original License will be converted and used to extend the Services Period for the newly purchased upgraded License. This paragraph (d) shall not apply to enterprise license agreements.

(e) If Customer originally purchased Services from a VMware Authorized Service Provider and is now renewing only Technical Support through such VMware Authorized Service Provider, Customer may purchase Subscription Services separately on a renewal basis from VMware. The renewal fee for such Subscription Services shall be as set forth in the applicable price list. “**Authorized Service Provider**” means a third party that is authorized under contract by VMware to provide first and/or second level Technical Support for the Software.

3.2 Advanced and Complimentary Offerings.

(a) Certain Services (e.g., Business Critical Support and Mission Critical Support) require that Customer also purchase a base level of support. See the applicable price list for details.

(b) VMware may offer complimentary Services, including VMware Complimentary Update Services for certain Software, as more fully described at the VMware Technical Support Services website. “**VMware Complimentary Update Services**” means the provision of Maintenance Releases and Minor Releases, if any, to Customer. This VMware Complimentary Update Service does not include the provision of any Major Releases.

(c) Services for Software made available under open source licenses may be subject to additional policies located at <https://www.vmware.com/support/policies/opensource.html>,

4. Miscellaneous Terms

4.1 Payment Terms. Services Fees are exclusive of any taxes, duties, or similar charges imposed by any government. Customer shall pay or reimburse VMware for all federal, state, dominion, provincial, or local sales, use, personal property, excise, value added, withholding or other taxes, fees, or duties relating to the transactions contemplated by this Agreement (other than taxes on the net income of VMware). For Orders placed direct with VMware by Customer, all invoices issued hereunder by VMware are due and payable within thirty (30) days of the date of the invoice. Subject to the Prompt Payment Act, 31 U.S.C. 3901, Amounts not paid on time are subject to a late charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by applicable law. If payment of any Services Fee is overdue, VMware may also suspend performance until such delinquency is corrected.

4.2 Limited Warranty. VMware warrants that the Services to be performed hereunder will be done in a workmanlike manner and shall conform to industry standards. Upon Customer providing VMware with a reasonably detailed written notice to cure within thirty (30) days of occurrence of the nonconformance, VMware will re-perform the Services to achieve commercially reasonable conformance with the above warranty. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT MANDATED BY LAW, THIS REMEDY WILL BE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMANCE OF SERVICES.

4.3 Limitation of Liability. TO THE MAXIMUM EXTENT MANDATED BY LAW, VMWARE SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, ARISING FROM ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY TO CUSTOMER. VMWARE’S LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, EXCEED THE SERVICES FEES PAID BY CUSTOMER TO VMWARE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT MOST DIRECTLY GIVING RISE TO THE CLAIM. This clause shall not impair the U.S Government’s right to recover for fraud or crimes arising out of or related to this Contract to the extent allowed under any applicable federal fraud statute, including the False Claims Act, 31 U.S.C 3729-3733.

4.4 Termination. The term of this Agreement commences on the effective date and continues for a period of one year unless 1. a different period of time is stated in the Order or 2. Is terminated earlier in accordance with the provisions of FAR 52.233-1 (Disputes Act.)

contain sensitive, confidential or personal information. Customer is solely responsible for taking the steps it considers necessary to protect such data, including obfuscating the logs or otherwise guarding such information prior to sending it to VMware.

4.6 Other. Customer may not assign or delegate this Agreement to any third party without the prior written consent of VMware. This Agreement shall be governed by the applicable Federal laws of the United States of America, without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California. This Agreement constitutes the entire agreement of the parties with respect to the provision of the Services by VMware to Customer,

and supersedes all prior written or oral communications, understandings and agreements. This Agreement may not be amended except in a written document signed by both parties. Any waiver of the provisions of this Agreement must be in writing to be effective. Except as expressly set forth herein, no terms of any purchase order or other business form that Customer may use will affect the obligations of the parties under this Agreement, and any such purchase order or other business form of Customer which contains additional or conflicting terms are hereby rejected by VMware. Customer agrees that purchase orders do not have to be signed to be valid and enforceable. If any provision of this Agreement is found to be invalid or unenforceable, the remaining terms will continue to be valid and enforceable to the fullest extent permitted by law. The version of the Technical Support guide found at https://www.vmware.com/files/pdf/support/tech_support_guide.pdf and the policies located at <https://www.vmware.com/support/policies/index/> are the governing versions of such documents/policies; any translation into other languages is for convenience only. VMware may update the Technical Support guide and support policies periodically, without prior notice.

ZEBRA EULA, WARRANTY, DOA, ONE CARE TERMS & CONDITIONS

END USER LICENSE AGREEMENT
(RESTRICTED SOFTWARE)

IMPORTANT PLEASE READ CAREFULLY: This End User License Agreement ("EULA") is a legal agreement between the Ordering Activity under GSA Schedule contracts ("you" or "Ordering Activity") ("Licensee") and ZIH Corp ("Zebra") for software, owned by Zebra and its affiliated companies and its third party suppliers and licensors, that accompanies this EULA, which includes machine-readable instructions used by a processor to perform specific operations other than machine-readable instructions used for the sole purpose of booting hardware during a startup sequence ("Software"). BYBOTH PARTIES EXECUTING THIS EULA IN WRITING, YOU ACKNOWLEDGE ACCEPTANCE OF THE TERMS OF THIS EULA.

1. GRANT OF LICENSE. Zebra grants you, End-User Customer, the following rights: For Software associated with Zebra hardware, Zebra hereby grants you a limited, personal, non-exclusive license during the term of this Agreement to use the Software solely and exclusively for your internal use in support of the operation of your associated Zebra hardware and for no other purpose. To the extent that any portion of the Software is provided to you in a manner that is designed to be installed by you, you may install one copy of the installable Software on one hard disk or other device storage for one printer, computer, workstation, terminal, controller, access point or other digital electronic device, as applicable (an "Electronic Device"), and you may access and use that Software as installed on that Electronic Device so long as only one copy of such Software is in operation. For a standalone Software application, you may install, use, access, display and run only the number of copies of the Software to which you are entitled. You may make one copy of the Software in machine-readable form for backup purposes only, provided that the backup copy must include all copyright or other proprietary notices contained on the original. In the absence of a support contract, you are entitled, for a period of ninety (90) days from when the instance of Software (or hardware including the Software) are first shipped by Zebra or downloaded by End-User Customer, to obtain, if available, updates, from Zebra and operational technical support, not including implementation, integration or deployment support ("Entitlement Period"). You may not obtain updates from Zebra after the Entitlement Period, unless covered by a Zebra support contract or other written agreement with Zebra.

Certain items of the Software may be subject to open source licenses.

1.1 Authorized Users. For a standalone Software application, the licenses granted are subject to the condition that you ensure the maximum number of authorized users accessing and using the Software either alone or concurrently is equal to the number of user licenses for which you are entitled to use either through a Zebra channel partner member or Zebra. You may purchase additional user licenses at any time upon payment of the appropriate fees to the Zebra channel partner member or Zebra.

1.2 Software Transfer. You may only transfer this EULA and the rights to the Software or updates granted herein to a third party in connection with the support or sale of a device which the Software accompanied or in connection with a standalone Software application during the Entitlement Period or as covered by a Zebra support contract. In such event, the transfer must include all of the Software (including all component parts, the media and printed materials, any upgrades, and this EULA) and you may not retain any copies of the Software. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the Software must agree to all the EULA terms. If Licensee is purchasing Zebra Products and licensing Software for end use by a U.S. Government end user, Licensee may transfer such Software license, but only if: (i) Licensee

transfers all copies of such Software to the U.S. Government end user or to an interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this provision may not otherwise use or transfer or make available any Zebra software to any third party nor permit any party to do so.

2. **RESERVATION OF RIGHTS AND OWNERSHIP.** Zebra reserves all rights not expressly granted to you in this EULA. The Software is protected by copyright and other intellectual property laws and treaties. Zebra or its suppliers own the title, copyright and other intellectual property rights in the Software. The Software is licensed, not sold.
3. **LIMITATIONS ON END USER RIGHTS.** You may not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or algorithms of, the Software (except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation), or modify, or disable any features of, the Software, or create derivative works based on the Software. You may not rent, lease, lend, sublicense or provide commercial hosting services with the Software.
4. **MACHINE DATA.** "Machine Data" means anonymized usage data collected by devices sold (or licensed) under this Agreement such as battery management (time to empty, standby current, average current), device system time, CPU processing load, free RAM, number of running processes, network information (name, identifier), device identifier, firmware version, hardware version device type, audio volume, LED state, beeper volume, backlight level, key light, odometer count, reboot, reboot cause, total storage and physical memory availability, power cycle count, and device up time.
Notwithstanding anything else in this Agreement, all title and ownership rights in and to Machine Data are held by Zebra. In the event, and to the extent you are deemed to have any ownership rights in Machine Data, you hereby grant Zebra a limited, revocable, non-exclusive right and license to use Machine Data.
5. **LOCATION INFORMATION.** The Software may enable you to collect location-based data from one or more client devices which may allow you to track the actual location of those client devices. Zebra specifically disclaims any liability for your use or misuse of the location-based data. You agree to pay all reasonable costs and expenses of Zebra arising from or related to third party claims resulting from your use of the location-based data.
6. **SOFTWARE RELEASES.** During the Entitlement Period, Zebra or Zebra's channel partner members may make available to you software releases as they become available after the date you obtain your initial copy of the Software. This EULA applies to all and any component of the release that Zebra may make available to you after the date you obtain your initial copy of the Software, unless Zebra provides other license terms along with such release. To receive Software provided through the release, you must first be licensed for the Software identified by Zebra as entitled to the release. We recommend that you periodically check availability of a Zebra support contract to ensure that you are entitled to receive any available Software releases. Some features of the Software may require you to have access to the internet and may be subject to restrictions imposed by your network or internet provider.
7. **EXPORT RESTRICTIONS.** You acknowledge that the Software is subject to export restrictions of various countries. You agree to comply with all applicable international and national laws that apply to the Software, including all the applicable export restriction laws and regulations.

8. ASSIGNMENT. You may not assign this Agreement or any of your rights or obligations hereunder (by operation of law or otherwise) without the prior written consent of Zebra. Zebra may not assign this Agreement and its rights and obligations without your prior written consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors and permitted assigns.
9. TERMINATION. This EULA is effective until terminated. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Zebra shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
- Upon termination of this EULA, you must cease all use of the Software and destroy all copies, full or partial, of the Software.
10. LIMITED WARRANTY. Zebra warrants that the SOFTWARE will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with SOFTWARE written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING UNLESS SEPARATELY STATED IN A WRITTEN EXPRESS LIMITED WARRANTY, ALL SOFTWARE PROVIDED BY ZEBRA IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND FROM ZEBRA, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, ZEBRA DISCLAIMS ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR WORKMANLIKE EFFORT, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY, LACK OF VIRUSES, NON- INFRINGEMENT OF THIRD PARTY RIGHTS OR OTHER VIOLATION OF RIGHTS. ZEBRA DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. TO THE EXTENT THAT THE SOFTWARE COVERED BY THIS EULA INCLUDES EMULATION LIBRARIES, SUCH EMULATION LIBRARIES DO NOT WORK 100% CORRECTLY OR COVER 100% OF THE FUNCTIONALITY BEING EMULATED, ARE OFFERED "AS IS" AND WITH ALL FAULTS, AND ALL THE DISCLAIMERS AND LIMITATIONS CONTAINED IN THIS PARAGRAPH AND THIS AGREEMENT APPLY TO SUCH EMULATION LIBRARIES. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ZEBRA OR ITS AFFILIATES SHALL BE DEEMED TO ALTER THIS DISCLAIMER BY ZEBRA OF WARRANTY REGARDING THE SOFTWARE, OR TO CREATE ANY WARRANTY OF ANY SORT FROM ZEBRA.
11. THIRD-PARTY APPLICATIONS. Certain third-party applications may be included with, or downloaded with this Software. Zebra warrants that the Certain third-party applications will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with Certain third-party applications written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, Zebra makes no representations whatsoever about any of these applications. Since Zebra has no control over such applications, you acknowledge and agree that Zebra is not responsible for such applications. You expressly acknowledge and agree that use of third party applications is at your sole risk and that the entire risk of unsatisfactory quality, performance, accuracy and effort is with you. You agree that Zebra shall not be responsible or liable, directly or indirectly, for any damage or loss, including but not limited to any damage to or loss of data, caused or alleged to be caused by, or in connection with, use of or reliance

on any such third-party content, products, or services available on or through any such application. You acknowledge and agree that any third-party application may have different third-party application provider's Terms of Use, License Agreement, Privacy Policy, or other such agreement. ZEBRA DISCLAIMS ANY RESPONSIBILITY FOR ANY DISCLOSURE OF INFORMATION OR ANY OTHER PRACTICES OF ANY THIRD-PARTY APPLICATION PROVIDER. ZEBRA EXPRESSLY DISCLAIMS ANY WARRANTY REGARDING WHETHER YOUR PERSONAL INFORMATION IS CAPTURED BY ANY THIRD-PARTY APPLICATION PROVIDER OR THE USE TO WHICH SUCH PERSONAL INFORMATION MAY BE PUT BY SUCH THIRD-PARTY APPLICATION PROVIDER.

12. LIMITATION OF LIABILITY. ZEBRA WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE SOFTWARE OR ANY THIRD PARTY APPLICATION, ITS CONTENT OR FUNCTIONALITY, INCLUDING BUT NOT LIMITED TO DAMAGES CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FAILURE TO CONNECT, NETWORK CHARGES, IN-APP PURCHASES, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES EVEN IF ZEBRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. NOTWITHSTANDING THE FOREGOING, ZEBRA'S TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF YOUR USE OF THE SOFTWARE OR THIRD-PARTY APPLICATIONS, OR ANY OTHER PROVISION OF THIS EULA, SHALL NOT EXCEED THE CONTRACT PRICEPURCHASER PAID FOR THE SOFTWARE. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS (INCLUDING SECTIONS 10, 11, 12, AND 15) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. **The foregoing exclusion/limitation of liability shall not apply, however, to (1) personal injury or death resulting from Zebra's negligence; (2) for fraud; (3) for any other matter for which liability cannot be excluded by law or (4) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.**
13. RESERVED..
14. MODIFICATION. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of the party against whom enforcement of the modification is sought.
15. U.S. GOVERNMENT END USERS RESTRICTED RIGHTS. This provision only applies to U.S. Government end users. The Software is a "commercial item" as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, and other relevant sections of the Code of Federal Regulations, as applicable, the Software is distributed and licensed to U.S. Government end users (a) only as a commercial item, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

16. APPLICABLE LAW. This EULA is governed by the Federal laws of the United States. This EULA shall not be governed by the UN Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

Limited Warranty. Zebra Technologies International, LLC, including affiliates and subsidiaries under Zebra's common control ("Zebra"), warrants to the End-User Customer as follows:

Definitions

- **"End-User Customer"** means the original user of the Product.
- **"Hardware"** means the physical, tangible Product purchased from Zebra including machine readable instructions provided for the sole purpose of booting the Hardware during startup.
- **"Product"** means Zebra branded Hardware, Software or replacement parts.
- **"Software"** means, collectively, any Zebra provided machine-readable instructions used by a processor to perform specific operations other than machine-readable instructions used for the sole purpose of booting the Hardware during startup.

Hardware Warranty

Unless otherwise stated by Zebra in the Product warranty exceptions list at [Link TBD], or in a sales agreement between Zebra and End-User Customer, Hardware is warranted for a period of twelve (12) months from date of shipment from Zebra or, with proof of purchase, from the purchase date whichever is later, against defects in workmanship and materials, provided the Hardware remains unmodified and is operated under normal and proper conditions and in accordance with Zebra published specifications. The sole obligation of Zebra for defective Hardware is limited to repair or replacement (at Zebra's sole discretion) on a "return to service depot" basis with Zebra's prior authorization. End-User Customer is responsible for shipment to Zebra and assumes all costs and risks associated with this transportation. Zebra shall be responsible for return shipment to End-User Customer, unless Zebra, in Zebra's sole and absolute discretion, determines that the corresponding Hardware has no defect or is not under warranty, in which case End-User Customer shall be responsible also for return shipment. No charge will be made to End-User Customer for warranty repairs. Zebra shall not be responsible for any damage to or loss of any Software programs, data or removable data storage media, or the restoration or reinstallation of any Software programs or data. No technical support shall be provided during the Hardware warranty term other than to identify if a warranty repair is needed.

Warranty repair shall be performed in a good and workmanlike manner. The repair shall conform in all material respects to the applicable Zebra published specification for a period of thirty (30) days following completion of the repair or until the end of the original warranty period, whichever is longer. End-User Customer's sole and exclusive remedy in regard to warranty repair shall be to request Zebra to re-perform the non-conforming warranty repair.

Software "as is"

Software is licensed "as is" with no warranty. Notwithstanding the above, unless otherwise stated by Zebra in the Product warranty exceptions list at [Link TBD] or in a sales agreement between Zebra and End-User Customer, for restricted software and for licensed demoware, as identified at zebra.com, End-User Customer may, for a period of 90 days from when the instance of Software or Hardware are first shipped by Zebra or, with proof of purchase or license, from the purchase date whichever is later, obtain if available, releases, from <https://www.zebra.com/us/en/support-downloads.html> and technical support.

Technical support definitions and related matters can be found at <https://www.zebra.com/us/en/support-downloads.html>

General

The above warranty provisions are not transferrable by an End-User Customer and shall not apply to any Product

(i) that has been repaired, tampered with, altered or modified, except by Zebra or its authorized repairer providers; (ii) to the extent that in Zebra's sole determination the defects or damage result from normal wear and tear, misuse, negligence, improper storage, water or other liquids including contamination with bodily fluids, battery leakage, use of parts or accessories not approved or supplied by Zebra including but not limited to Printheads, media, supplies, batteries and other peripherals, or failure to perform operator handling and scheduled maintenance instructions supplied by Zebra; or (iii) that has been subjected to unusual physical or electrical stress, abuse, or accident, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable specification.

EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, ZEBRA DISCLAIMS ALL WARRANTIES AND CONDITIONS ON HARDWARE, SOFTWARE OR WARRANTY REPAIR FURNISHED, INCLUDING ALL IMPLIED TERMS, CONDITIONS AND WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR USE OR PURPOSE AND THAT SOFTWARE, SOLUTION, OR WARRANTY REPAIR WILL MEET YOUR REQUIREMENTS, THAT THE SOFTWARE OR THE PROVISION OF WARRANTY REPAIR WILL BE UNINTERRUPTED, PRIVATE, TIMELY, SECURE, ACCURATE OR ERROR-FREE, THAT DEFECTS OR ERRORS IN SOFTWARE WILL BE CORRECTED, OR THAT HARDWARE OR SOFTWARE, WILL BE COMPATIBLE WITH FUTURE PRODUCTS OR SOFTWARE VERSIONS OR INTEROPERATE WITH THIRD PARTY HARDWARE OR SOFTWARE. THE REMEDY SET FORTH IN THIS HARDWARE WARRANTY SECTION ABOVE IS END-USER CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR WARRANTY CLAIMS, AND IS EXPRESSLY IN LIEU OF ALL OTHER REMEDIES THAT MAY BE AVAILABLE TO END-USER CUSTOMER AT LAW OR IN EQUITY. Some jurisdictions do not allow the exclusion or limitation of implied warranties, so the above limitation or exclusion may not apply to the particular End-User Customer.

ZEBRA SHALL NOT UNDER ANY CIRCUMSTANCES WHATSOEVER BE LIABLE TO ANY END-USER CUSTOMER OR ANY THIRD PARTY FOR LOSS OF PROFITS (DIRECT OR INDIRECT), ANY DESTRUCTION OR LOSS OF DATA (DIRECT OR INDIRECT), DIMINUTION OF GOOD WILL, OR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER WITH RESPECT TO ANY CLAIM IN CONNECTION WITH ZEBRA PRODUCTS. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the particular End User Customer.

FOR TRANSACTIONS IN AUSTRALIA AND NEW ZEALAND, THE TERMS IN THIS WARRANTY STATEMENT, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY, AND ARE IN ADDITION TO, THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF PRODUCTS TO SUCH END-USER CUSTOMERS.

Technical support Availability: Zebra will provide Technical support during the following business hours (excluding Zebra-observed holidays):

- North America (NA) and Latin America (LA): Monday–Friday 8 am to 8 pm (Eastern Standard Time)
- Europe, the Middle East and Africa (EMEA): Monday–Friday 8 am to 7 pm (Central European Time)
- Asia Pacific (APAC): Monday–Friday 8 am to 6 pm (Singapore Time)

Technical support details can be found at: <https://www.zebra.com/us/en/support-downloads.html>

DOA (DEFECTIVE ON ARRIVAL)

Defective on Arrival (DOA) is defined as a product that fails to meet Zebra's documented performance specifications upon initial use by the end user.

The company who purchased the products directly from Zebra, whether it be a distributor, OEM, channel partner or end user (all referenced herein as "Company") should contact Zebra's customer support at ems.support@zebra.com or 1-866- 653-5350 and provide the Required Information as specified below.

Required information: Company should provide the Zebra sales order number or purchase order number, date product was received, Zebra's invoice number, product number, quantity, serial number, address where replacement units are to be shipped, contact name, telephone number and email address and full detail description of the problem.

Zebra's DOA administrator team will provide Company a return case number (Zebra's DOA number) and shipping instructions for the return of faulty units to Zebra's specified warehouse.

DOA timing:

1. For products sold by Zebra directly to **end users** – Zebra allows thirty five (35) days from Zebra ship date to file a DOA claim.
2. For products sold to end users by Zebra **channel partners** – Zebra allows thirty five (35) days for the end user to notify the channel partner and additional thirty (30) days for the channel partner to notify Zebra commencing from Zebra ship date. Zebra will allow a total of sixty five (65) days since Zebra's ship date to file a DOA claim.
3. Products sold to **distributors** or **OEM customers** – Zebra will allow ninety five (95) days from the Zebra ship date for Distributor to file DOA claim. The claim should be submitted to the DOA administrator team. Any claim outside of the 95 days will be directed down the product warranty route. The distributor should troubleshoot the product prior to contacting Zebra.

NOTE: For any DOA units purchased by an OEM or a channel partner from distribution, the OEM or the channel partner are required to file a DOA claim with the distributor.

DOA process:

- DOA administrator team provides Company with DOA return number and return shipping instructions.
- Company has twenty (20) business days from receipt of such number and shipping instructions to return faulty units to Zebra's designated carrier as per Zebra's shipping instructions. If the goods are not returned within such period, the Order Administrator sends DOA reminder notifications to Company.
- Company may request an extension of the DOA return period by providing valid business justification to the DOA administrator team.
- If Company does not request an extension of the DOA return period and material is not received in Zebra's specified warehouse within twenty (20) business days from receipt by Company of the return number and shipping instructions, Order Management will, within three (3) business days, or cancel the DOA request and require the Company to submit a new request.

DOA Acceptance Criteria

Zebra will not accept returned products with the following conditions:

- Have signs of abuse or excessive wear, returned with incomplete kit / missing accessories, are not in the original packaging or suffered shipping damage
- Packaged in other than the original packaging with the original boxes/inserts/accessories
- Are not in their original shipped conditions and have additional hardware or software features in them.

If the DOA Acceptance Criteria are not met, Company will provide Zebra with a carrier account number to return the product back to the Company.

- Only products included on the DOA return shipping instructions should be shipped back to Zebra. Zebra will not take responsibility for returning or replacing any returned product that is not documented or originally reported and approved for return.

Returned material that does not meet all the requirements stated above, will be considered as a Return Under warranty.

SERVICES TERMS AND CONDITIONS

These Terms and Conditions, together with the underlying GSA Schedule Contract, Schedule Pricelist, and Service Order Form, as applicable (collectively, the "Agreement"), shall apply to and govern: (i) all direct sales of services by Zebra Technologies International, LLC, or any of its Affiliates (collectively and individually referred to as "Seller") to End Users; (ii) all sales of Services by Seller to End Users through Authorized Partners; and (iii) all sales of Services by Seller to Company.

TERMS OR CONDITIONS THAT ARE DIFFERENT FROM OR IN ADDITION TO THOSE CONTAINED HEREIN ARE HEREBY REJECTED AND OF NO FORCE OR EFFECT. Any prior or contemporaneous representations, agreements, comments, covenants, or assertions that relate to the subject matter of the Agreement, whether written or oral, are not enforceable.

1.0 Definitions

"Acceptance Notice" means a Zebra communicated written notice of acceptance of a Service Order Form or Purchase Order for Services placed by Authorized Partner or Contracting Party.

"Affiliates" means any other entity directly or indirectly controlling or controlled by or with common control with one of the parties of more than 50% of the voting stock, limited liability company interest, general partnership interest or voting interest in any such corporation, limited liability company or partnership.

"Authorized Partner" means a Reseller or a Distributor.

"Company" means an Authorized Partner who subcontracts Seller to perform Services while contracting directly with an End User and serving as the End User's sole point of contact with respect to the Services.

"Contracting Party" means the party with which Seller consummates the sale of Services (depending on the structure of the sale) and to which the Agreement shall apply. For direct sales by Seller to End Users and sales of Services by Seller to End Users through Authorized Partners, the Contracting Party means: End Users. For sales of Services by Seller or by Authorized Partners to Company, the Contracting Party means: Company.

"Distributor" means Zebra authorized distributors listed on Zebra's website at <http://www.zebra.com> or any equivalent thereof and located in the Region.

"e-Contract" means Services purchased via an electronic medium, including but not limited to those via Electronic Data Interchange (commonly referred to as EDI), or Seller's My-Symbol-Order Web portal (also known as MSO).

"End User" means a customer who buys Services for its own use and not for resale, either directly from Seller or through an Authorized Partner.

"Purchase Order" means written or electronically submitted purchase order by Authorized Partner or Contracting Party to Seller for the purchase of Services under this Agreement.

"Reseller" means any company that holds a reseller certificate and could include members in Seller's channel partner program and other dealers.

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"Services" mean service offers identified by a Seller designated SKU number or other identifying factor established by Seller and described in writing to the End User or to Company.

"Service Order Form" means a document in a format prescribed and issued by Seller for the Services to be performed by Seller to End User or to Company. The Service Order Form is included as part of this Agreement. Each Service Order Form will incorporate this Agreement by reference and must be signed or electronically accepted by the Parties.

2.0 Nature of Agreement.

By Company's signing of the Service Order Form, or by End User's submission to Seller or to an Authorized Partner of a purchase order for Services, Company or End User (as applicable) orders and agrees to pay for those Services listed in the Service Order Form or Purchase Order, as applicable, and Seller agrees to deliver such Services.

3.0 Term.

Subject to Company's or End User's (as applicable) compliance with all of the terms and conditions of the Agreement and Acceptance Order by Seller of Contracting Party or Authorized Partner's Service Order Form (as applicable), Services shall be supplied to Contracting Party or to Authorized Partner for the term defined in the applicable SKU or as otherwise agreed to in writing by Seller.

4.0 Supported Equipment.

4.1 Seller will provide the Services with such levels of skills and experience as it deems appropriate to perform the Services. Seller's obligation to deliver the Services is subject to Seller's receipt of all required information regarding the Contracting Party and the supported products as Seller shall request. This information may include, but is not limited to: Authorized Partner or Contracting Party billing address; product's installation address; authorized contact names; valid serial numbers, and service start date. Where available, for e-Contract orders, the Authorized Partner and Contracting Party must provide to Seller a valid authorized buyer's e-mail address and company address.

Automatic Addition ("Auto-Add") of additional units of product and Automatic Renewals are available only to End Users who purchase Services directly from Seller. Purchasers of Services through Seller Authorized Partners may change, add or delete product units to the Agreement only by submitting a written order via a Seller Authorized Partner. Auto-Add and Automatic Renewals are not available to Company under the Agreement.

4.2 Seller may require from the Contracting Party a proof of purchase of the particular unit of product and the Services for such product. The Services shall cover the particular units of Seller products described in the Acceptance Notice issued by Seller which will, among other things, identify the product number and associated serial number for each unit of product covered. During provision of the Services, if replacement parts or units of products are needed, such parts will be new or refurbished, and such units of products will be products equivalent to new in performance.

4.3 The Agreement covers the individual units of the Seller products identified in the Acceptance Notice, including any Auto-Add units that are acquired by the End User for which Seller will issue a separate Acceptance Notice.

5.0 Service Charges.

Services price(s) as listed are for each particular category of Services related to it. Authorized Partner shall state separately on invoices taxes excluded from the fees, and the Contracting Party agrees either to pay the amount of the taxes (based on the current value of the Services) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3. The price(s) will remain as listed during the initial term of Agreement in accordance with the GSA Pricelist.

6.0 Invoicing and Payment Terms.

For Services purchased directly from Seller, invoices will be provided by Seller up to forty- five (45) days in advance of the applicable period during which Services will be performed. Unless specified otherwise in any other agreement between the parties covering the subject matter hereof, all payment terms are net thirty (30) days from the date of invoice. Seller reserves the right, at any time, to revoke any credit extended if payment is in arrears for more than thirty (30) days after notice, or if in Seller's sole and absolute discretion, Seller determines that the Authorized Partner's or the Contracting Party's credit does not warrant further extension of credit. Additionally, Seller may charge a late payment interest in the amount governed by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315.. For Services purchased through or from an Authorized Partner or from Company, the payment terms agreed to between End User and such Authorized Partner or Company will apply as between such End User and the Authorized Partner or Company (as applicable).

7.0 Limitations.

Service coverage does not include physical damage, misuse, unauthorized alterations or attempts to repair, abnormal operating environments, manmade or natural disasters, direct lightning damage, or damage to consumable items such as tapes, diskettes, ribbons, paper, cables, print heads, batteries or chargers, and does not include any associated equipment or system except as affected by the particular covered product, unless also specifically covered in writing by Seller. Products submitted for repair under these conditions will be subject to an additional fee ,to be agreed upon by the Contracting Party, to bring product up to Seller's specifications. Seller warrants that Services will be performed in a good and workmanlike manner and for a period of ninety (90) days following completion.

8.0 Services outside of Scope of Standard Offers.

Where services are requested that are outside the scope of the services covered under Seller's standard Service offering as described in the SDD's, such services will require additional payment by Contracting Party in accordance with Seller's prevailing rates. Prior to carrying out such services, Seller shall issue a quote to the Contracting Party for payment via a credit card if the additional payment is less than \$1,000. Seller requires a purchase order if the additional payment is greater than \$1,000.

9.0 Right to Inspect.

Seller reserves the right to inspect any unit of product that is not been covered by a Seller service agreement or Seller service warranty and, if necessary, make it operational. Contracting Party will be responsible for an inspection fee as well as the cost of any repair work that may be necessary to make the product acceptable for coverage under the Agreement, these fees must be set forth and agreed upon by the Contracting Party prior to the performance of the repair work..

10.0 Contracting Party Responsibilities. Contracting Party's responsibilities include, among other things: (a) immediately notifying Seller if there is any change regarding the information provided as part of the Agreement or the products (this may impact Seller's ability to perform and require additional fees); (b) making all reasonable efforts to cooperate with Seller in resolving problems remotely, including without limitation executing self-tests or diagnostic programs; (c) standard ; (d) ensuring compatibility of non-supported products, accessories and devices with the product(s); (e) maintaining security of proprietary and confidential information, including without limitation by implementing a procedure for reconstruction of lost or altered files or data programs; and (f) fulfilling such other responsibilities that may be identified in or required by any associated SDD's.

11.0 Changes and Notices.

11.1 Seller may change the serial number of product(s) covered by the Services when the original product is damaged beyond economic repair and a replacement product is provided or when the Services provides for an advance replacement product. Seller will provide Contracting Party with notification of the replacement unit serial number.

11.2 In addition to requesting the Auto-Add feature, where applicable, End User may request a change of the unit(s) of each product covered under the Agreement by forwarding those changes in writing to Seller at: 3 Overlook Point, Lincolnshire, Illinois 60069 Attn: Service Contract Administration. Additions to the Agreement may be accepted by Seller, and if accepted, shall be effective thirty (30) days after receipt. Fees for such additional units of product shall be prorated for the remaining term under the then-current Agreement. Products submitted for repair while not under Services or warranty will be charged Seller's repair rate prevailing at the time such service is provided in accordance with the GSA Pricelist prior to placing them under this Agreement and all fees associated with any such repair work must be set forth by Seller and agreed upon by the Contracting Party prior to repair

11.3 With the exception of 11.1 and 11.2, all other notices required to be given under this Agreement shall be in writing and delivered in any of the following ways: (i) hand; (ii) facsimile; (iii) email; or (iv) overnight courier to the appropriate party as follows:

- (a) Notices to Contracting Party or Authorized Partner shall be sent to their primary business address as indicated on their Service Order Form or in its profile or as further notified to Zebra in writing.
- (b) Notices to Zebra shall be sent to the address shown below and as notified by Zebra from time to time:

Zebra Technologies International, LLC 3 Overlook
Point, Lincolnshire, Illinois 60069 Attn: Service
Contract Administration.

12.0 Termination.

Termination does not relieve the parties of their respective accrued obligations hereunder. Seller must deliver all Services due until the termination date, and Contracting Party must pay for all Services delivered.. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Seller shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

13.0 Force Majeure.

Excusable delays shall be governed by FAR 52.212-4(f).

14.0 Limitation of Liabilities.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER WILL NOT BE LIABLE TO CONTRACTING PARTY AND/OR TO AUTHORIZED PARTNERS, ITS AFFILIATES OR ANY OTHER PERSON FOR ANY LOST REVENUES, PROFITS, GOODWILL OR USE, THE COST OF SUBSTITUTED PRODUCTS OR SERVICES, BUSINESS INTERRUPTION OR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE PROGRAMS, DATA OR REMOVABLE DATA STORAGE MEDIA, FOR THE RESTORATION OR REINSTALLATION OF ANY SOFTWARE PROGRAMS OR DATA, OR FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND HOWEVER CAUSED RELATED TO THE SERVICES OR THE AGREEMENT, OR THE INABILITY TO USE THE PRODUCTS, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), EQUITY OR ANY OTHER THEORY OF LIABILITY, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES OR EVEN IF THOSE DAMAGES ARE FORESEEABLE. CONTRACTING PARTY'S AND/OR AUTHORIZED PARTNER'S EXCLUSIVE REMEDY IS EXPRESSLY LIMITED TO PERFORMANCE OF THE SERVICES PROVIDED FOR BY THE AGREEMENT OR THE FAIR MARKET VALUE THEREOF. SELLER'S ENTIRE LIABILITY FOR DAMAGES TO AND/OR CONTRACTING PARTY AND/OR AUTHORIZED PARTNERS OR OTHERS RESULTING FROM SERVICES PERFORMED UNDER THE AGREEMENT SHALL IN NO EVENT EXCEED THE CONTRACT PRICE PAID BY CONTRACTING PARTY AND/OR AUTHORIZED PARTNERS, EXCEPT FOR INSTANCES OF PHYSICAL INJURY TO PERSON OR TANGIBLE PERSONAL PROPERTY DAMAGE. TANGIBLE PERSONAL PROPERTY DOES NOT INCLUDE, WITHOUT LIMITATION, DATA, RECORDS, OR DOCUMENTS OR ANY OTHER RECORDED INFORMATION. (SUCH DATA, RECORDS, DOCUMENTS OR OTHER RECORDED INFORMATION ARE EXCLUDED AS TANGIBLE PROPERTY REGARDLESS OF IN WHAT MEDIUM, INCLUDING ELECTRONIC, THEY ARE STORED). SELLER DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT. NEITHER PARTY MAY BRING A LEGAL ACTION UNDER THE AGREEMENT OR RELATED TO THE SERVICES MORE THAN TWO YEARS AFTER THE CAUSE OF ACTION AROSE UNLESS PROVIDED OTHERWISE BY APPLICABLE NON-WAIVABLE LAW. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

15.0 Holidays.

Seller will observe all local public holidays and no Services shall be provided on these days.

16.0 Reserved.

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17.0 Entire Agreement

No subsequent agreement, arrangement, relationship or understanding between the parties shall be valid, effective or enforceable and no obligation or liability shall be created on behalf of either party hereto unless and until it is contained in writing, signed by a duly authorized representative of each party. The Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), constitutes the entire understanding between Seller Authorized Partner and Contracting Party with respect to the subject matter hereof and supersedes and replaces all prior and contemporaneous agreements, whether written or oral, as to such subject matter. If a conflict exists between this Agreement and the SKU or any of SKU's related SDD's the Agreement shall prevail.

18.0 Assignment.

The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Contracting Party or Seller may not transfer or assign its interests in the Agreement, in whole or in part, without the prior written consent of the other party.

19.0 Governing Law and Venue.

19.1 The Agreement shall be governed by the Federal laws of the United States.

20.0 Export Control.

Authorized Partner and/or Contracting Party acknowledges its understanding that any products, services, and technology, including technical data (collectively the "Supplied Items") Authorized Partner and/or Contracting Party receives from Seller, and any use, export, re-export, re-sale, release, or other transfer of any Supplied Item or of any product, software or technology manufactured outside of the United States that contains or is the product of any Supplied Item may be subject to the jurisdiction of the export controls and trade sanctions of the United States pursuant to United States Export Administration Act of 1979 and related laws, and these export controls and trade sanctions may be extraterritorial. Authorized Partner and/or Contracting Party represents and warrants that: (i) Authorized Partner and/or Contracting Party is not located in, under the control of, or a national or resident of Cuba, Iran, North Korea, North Sudan, Syria, or to any other country subject to restriction under applicable U.S. laws and

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regulations, and it will not transfer, export, or re-export, directly or indirectly, any Supplied Items to such countries or to any nationals thereof; (ii) Authorized Partner and/or Contracting Party will not use Supplied Items in any activity related to the development, production, use, maintenance, or proliferation of weapons of mass destruction, including, without limitation, uses related to nuclear, missile, and/or chemical/biological development and/or production, and Authorized Partner and/or Contracting Party will not transfer, export, or re-export, directly or indirectly, Supplied Items, including any new products developed from or manufactured using Supplied Items, to any party engaged in any such activity; (iii) Authorized Partner and/or Contracting Party will not transfer, export, or re-export any Supplied Items, including new products developed from or manufactured using Supplied Items, directly or indirectly, to any party identified on a restricted party list published by the U.S. government or any other government, or to any party otherwise prohibited under any applicable law from receiving Supplied Items; and Authorized Partner and/or Contracting Party is neither on any such restricted party list nor under the control of an entity on any such list; (iv) Authorized Partner and/or Contracting Party will not transfer, export, or re-export, directly or indirectly, any Supplied Items, including new products developed from or manufactured using Supplied Items, that are subject to the jurisdiction and regulations of a U.S. government or any other government, nuclear regulatory agency and/or defense regulatory agency, without the proper written government authorization, if applicable; and (v) Authorized Partner and/or Contracting Party acknowledges that the use, development, production, transfer, export or re-export of certain Supplied Items may be subject to export and re-export licensing requirements of the U.S. or other nations, and Authorized Partner and/or Contracting Party acknowledges that it will comply with all applicable export and compliance laws and regulations whenever it transfers, exports, or re-exports Supplied Items, including new products developed from or manufactured using Supplied Items, and acknowledges that such controlling laws and regulations may be amended from time to time. With respect to Authorized Partner's and/or Contracting Party's transfer, export or re-export sales of the Supplied Items, Seller will not be responsible for obtaining any necessary export licenses relating to the Supplied Items.

Authorized Partner and/or Contracting Party acknowledges its understanding that any Supplied Items Authorized Partner and/or Contracting Party receives from Seller, and any use, export, re-export, re-sale, release, or other transfer of any Supplied Item or of any product, software or technology manufactured outside of the country of export that contains or is the product of any Supplied Item may be subject to the jurisdiction of the export controls and trade sanctions of the country of export and that such export controls and trade sanctions may be extraterritorial. In addition to the laws and regulations of the United States, the Supplied Items may be subject to the export controls and trade sanctions of Australia, China, EU, Hong Kong, Japan, Malaysia, or Singapore. With respect to Authorized Partner's and/or Contracting Party's transfer, export or re-export sales of the Supplied Items from those countries, Seller will not be responsible for obtaining any necessary export licenses relating to the Supplied Items.

21.0 Third-Party Rights.

If applicable, a person who is not party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

22.0 Language.

The parties hereto confirm that it is their wish that the Agreement, as well as all other documents relating hereto, including all notices, have been and shall be drawn up in the English language only.

Les parties confirment qu'il est leur souhait que l'accord et tous les autres documents qui lui sont associés, y compris les notifications entre les parties, ont été et doivent être rédigés en anglais.

Las partes involucradas confirman que es su deseo que el Acuerdo, así como todos los otros documentos asociados al mismo, incluyéndose notificaciones entre partes, han sido, y deberán ser elaborados, en idioma Inglés.