

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

70-012

SAP Number

Information Services Department

Department Contract Representative
Telephone Number

Jennifer Mancebo
909-388-5579

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Cisco Systems, Inc.
Doug Sloan
949-823-6485
7/28/20 through 7/27/25
Non-financial
N/A
Non-financial
1200604048

Briefly describe the general nature of the contract: *End User License Agreement with Cisco Systems, Inc. for the licensing of Cisco software for a period of five (5) years.*

FOR COUNTY USE ONLY

Approved as to Legal Form

► *Bonnie Uphold*
Bonnie Uphold, Deputy County Counsel

Date 7-15-20

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____

Date _____



Cisco End User License Agreement

This End User License Agreement, including any [supplemental terms](#) (collectively, the “EULA”) is between You and Cisco and governs Your use of Cisco Software.

Table of Contents

Section 1. Delivery and Acceptance	Section 14. US Government End Users
Section 2. License	Section 15. Export
Section 3. Beta and Trial Use	Section 16. Survival
Section 4. Ownership	Section 17. Interoperability
Section 5. Limitations and Restrictions	Section 18. Third Party Beneficiaries
Section 6. Upgrades and Additional Copies	Section 19. Governing Law Venue
Section 7. Use by Authorized Users	Section 20. Integration
Section 8. Third Party Products	Section 21. Cisco Partner Transaction
Section 9. Limited Warranty and Disclaimer	Section 22. Notification
Section 10. Limitations and Exclusions of Liability	Section 23. Force Majeure
Section 11. Audit	Section 24. Reservation of Rights, Subcontracting and Modifications
Section 12. Term and Termination	Section 25. Definitions
Section 13. Confidential Information and Data	

Section 1. Delivery and Acceptance

The Software is deemed to be delivered and accepted by You on the earlier of the date it is made available for download or installation or the date that Cisco ships the tangible media (e.g. CD or DVD) containing the Software. **You agree to be bound by the terms of this EULA from the acceptance date. If You do not have the authority to enter into this EULA or You do not agree to with its terms, do not use the Software. Return it to the Approved Source, disable or uninstall it and request a full refund within thirty (30) days of the date of Your initial purchase. Your right to return and refund applies only if You are the original end user licensee of the Software.**

Section 2. License

Subject to Your purchase of a license to the Software from an Approved Source and compliance with this EULA, Cisco grants You a non-exclusive and non-transferable (other than as set forth in the [Cisco Software Transfer and Re-Use Policy](#)) license to use the Software and related Documentation for Your internal use in accordance with and for the term (if any) specified in any applicable Order, Entitlement and supplemental terms. If Your use of the Software exceeds Your Entitlement, You will pay for Your excess use as required. Free or open source software not owned by Cisco is subject to separate license terms made available with the Software or Documentation or at www.cisco.com/go/opensource.

If Your use of the Software requires or permits You access to a Cloud Service, such access and use is subject to Cisco’s [Universal Cloud Agreement](#).

Section 3. Beta and Trial Use

Beta versions of Cisco products may contain bugs, errors, or other issues. Therefore, they may not be used in Your production environment(s) unless otherwise permitted by Cisco in writing. If we provide You access to generally-available Cisco products for limited, temporary trial use, Your use is permitted for the period limited by the license key or by Cisco in writing. If there is no period identified, any trial use will expire thirty (30) days after the product is made available to You. If You fail to either return the product or stop using it (if it is virtual Software or a Cloud Service) by the end of the trial period, You will be invoiced for the list price of the product. Notwithstanding the foregoing, Cisco, in its discretion, may end the beta or trial at any time, at which point You will no longer have access to any related data, information, and files and You should immediately cease any further use. Furthermore, beta and trial products are provided “AS-IS” without support or any express or implied warranty or indemnity for any problems or issues, and Cisco will not have any liability relating to Your use of the Cisco products.

Section 4. Ownership

Cisco and its licensors retain ownership in all intellectual property rights in and to the Cisco Content and Software and all underlying technology and associated Documentation related thereto. You authorize Cisco to use any feedback and ideas You provide in connection with Your use of the Software for any purpose.

Section 5. Limitations and Restrictions

Unless expressly authorized by Cisco in writing or otherwise permitted under applicable law, You will not: (ia) sell, resell, transfer, sublicense, or assign Your rights under this license (except as expressly provided herein); (b) modify, adapt or create derivative works; (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code, except as provided in Section 17 below; (d) make the functionality available to third parties, whether as an application service provider, or on an outsourcing, membership or subscription, rental, service bureau, cloud service, managed or hosted service, or other similar basis; (e) use Software that is licensed for a specific device, whether physical or virtual, on another device; (f) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks; (g) use the Software on secondhand or refurbished Cisco equipment not authorized by Cisco; or (h) use the Cisco Content with third-party products or service offerings that Cisco has not identified as compatible with the Software, extract Cisco Content or provide Cisco Content to a third party.

Section 6. Upgrades and Additional Copies

You may not use Upgrades or additional copies of the Software beyond Your Entitlement unless You:

- a. have and comply with a valid license to the Software and have paid any fee applicable to the Upgrade or additional copies; and
- b. have a valid support agreement covering the Software (either as part of a subscription or purchased separately) or purchase the Upgrades or copies separately, where You do not have a support agreement.

Section 7. Use by Authorized Users

You may allow Authorized Users to use the Software solely on Your behalf for Your internal operations. You are responsible for ensuring that Authorized Users comply with the terms of this EULA and You are liable for any breach of the same by such Authorized Users. If You have purchased the Software under a particular Cisco buying program, further restrictions may apply. To the extent permitted by applicable law, You must ensure that third parties using the Software on Your behalf bring all claims related to the Software to through You and waive all claims directly against Cisco related to those claims.

Section 8. Third Party Products

If You use the Software in conjunction with third party products, You are responsible for complying with the third-party providers' terms and conditions and privacy policies, and all such use is at Your risk. Cisco does not provide support or guarantee ongoing integration support for products that are not a native part of the Software.

Section 9. Limited Warranty and Disclaimer

- a. **Limited Warranty.** Cisco warrants that the Software will substantially conform to the applicable Documentation for the longer of: (i) ninety (90) days following the date the Software is made available to You for Your use, or (ii) as otherwise set forth at <http://www.cisco.com/go/warranty>. This warranty does not apply if the Software, Cisco product or any other equipment upon which the Software is authorized to be used: (i) has been altered, except by Cisco or its authorized representative; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Cisco; (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; (iv) is licensed for beta or trial purposes or other circumstances for which the Approved Source does not receive a payment of a purchase price or license fee; or (v) has not been provided by an Approved Source. Cisco will use commercially reasonable efforts to deliver to You Software free from any viruses, programs, or programming devices designed to modify, delete, damage or disable the Software or Your data.
- b. **Exclusive Remedy.** Upon Your prompt written notification to the Approved Source during the warranty period of Cisco's breach of this Section 9, to the extent permitted by applicable law, Your sole and exclusive remedy is, at our option, either: (i) repair or replacement of the Software; or (ii) a refund of the license fees paid for the non-conforming Software. The Approved Source may ask You to return or destroy the Software, the Cisco product, and/or Documentation as a condition of the Software remedy.

- c. **Disclaimer.** If You are a customer who is a consumer (someone who uses the Software outside of Your trade, business or profession), You may have legal rights in Your country of residence that prohibit the following limitations from applying to You, and, where prohibited, they will not apply to You. To find out more about rights, contact a local consumer advice organization. Except as expressly set forth above or agreed in writing by Cisco, to the extent allowed by applicable law, Cisco expressly disclaims all warranties and conditions of any kind, express or implied including without limitation, any warranty, conditions or other implied terms regarding merchantability or fitness for a particular purpose or non-infringement.

Section 10. Limitations and Exclusions of Liability

In no event will Cisco or its licensors be liable for the following, regardless of the theory of liability or whether relating to or arising out of this EULA, Your Order, the Software or otherwise, even if a party has been advised of the possibility of such damages: (i) indirect, incidental, exemplary, special or consequential damages; (ii) loss or corruption of data or interrupted or loss of business; or (iii) loss of revenue, profits, goodwill or anticipated sales or savings. All liability of Cisco, its affiliates, officers, directors, employees, agents, suppliers and licensors collectively, to You, whether based in warranty, contract, tort (including negligence), or otherwise, shall not exceed, in the aggregate, the total fees attributable to the twelve (12) month period before the initial claim and paid or payable by You to any Approved Source under the applicable Order. This limitation of liability for Software is cumulative and not per incident. Nothing in this EULA limits or excludes any liability that cannot be limited or excluded under applicable law.

Section 11. Audit

During the license term for the Software and for a period of three (3) years after its expiration or termination, You will take reasonable steps to maintain complete and accurate records of Your use of the Software sufficient to verify compliance with this EULA. No more than once per twelve (12) month period, You will allow Cisco and its auditors the right to examine such records and any applicable books, systems (including Cisco product(s) or other equipment), and accounts, upon reasonable advanced notice, during Your normal business hours. If the audit discloses underpayment of license fees, You or Your Approved Source will pay such fees plus the reasonable cost of the audit within thirty (30) days of receipt of written notice.

Section 12. Term and Termination

- a. Your license begins on the date the Software is shipped or made available for download or installation and continues until terminated or until the end of the term specified in the Order or Entitlement. This is also the start date of Your subscription, if the Software is licensed on a subscription basis.
- b. **Subscriptions will automatically renew for the renewal period selected on the Order ("Renewal Term") unless:** (i) You notify the Approved Source in writing at least thirty (30) days before the end of the then-current term of Your intention not to renew; or (ii) You or Your Approved Source elect on the Order at the time of initial purchase not to auto-renew the subscription. Your Approved Source will notify You reasonably in advance of any Renewal Term if there are fee changes. The new fees will apply for the upcoming Renewal Term unless You or Your Approved Source promptly notify Cisco in writing, before the applicable renewal date, that You do not accept the fee changes. In such event, the subscription will terminate at the end of the initial term.
- c. If a party materially breaches this EULA and does not cure that breach within thirty (30) days after receipt of written notice of the breach, the non-breaching party may terminate this EULA for cause. Cisco also has the right to immediately suspend or terminate Your use of the Software and/or Cloud Service if You breach Sections 2, 5 or 15. Upon termination of the EULA, You must cease any further use of the Software and/or Cloud Service, and destroy any copies of Software within Your control. Upon Your termination for Cisco's material breach of the EULA, if there are any outstanding Subscriptions we will refund to You or Your Approved Source any prepaid fees covering the period from the effective date of termination to the end of the term. Upon Cisco's termination for Your material breach of the EULA, if there are any outstanding Subscriptions You will pay Cisco or Your Approved Source any unpaid fees covering the period from the effective date of termination to the end of the term.

Section 13. Confidential Information and Data

- a. **Confidential Information.** Recipient will hold in confidence and use no less than reasonable care to avoid disclosure of any Confidential Information to any third party, except for its employees, affiliates and contractors who have a need to know such

information in connection with this EULA, and are under written confidentiality obligations no less restrictive than the terms set forth in this Section. Recipient will be liable for any breach of this Section by its employees, affiliates and contractors. Recipient's nondisclosure obligation will not apply to information which: (i) is known by Recipient without confidentiality obligations; (ii) is or has become public knowledge through no fault of Recipient; or (iii) is independently developed by Recipient. Recipient may disclose Discloser's Confidential Information if required pursuant to a regulation, law or court order; provided that, Recipient provides prior notice to Discloser (to the extent legally permissible) and reasonably cooperates, at Discloser's expense, regarding protective actions pursued by Discloser. Upon reasonable request of Discloser, Recipient will either return, delete or destroy all Confidential Information of Discloser and certify the same.

- b. **How we Use Your Data.** Cisco processes and uses Personal Data and Customer Data to deliver, analyze, support and improve the Software and as otherwise permitted in this EULA, Cisco's [Privacy Statement](#) and the applicable [Privacy Data Sheets](#). Cisco will maintain appropriate administrative, physical and technical safeguards, which are designed to protect the security, confidentiality and integrity of Personal Data and Customer Data processed by Cisco. Cisco may share Personal Data and Customer Data with third party service providers consistent with Cisco's Privacy Statement in order to assist in providing and improving the Software as described in the applicable [Privacy Data Sheets](#). Cisco contracts only with third party service providers that can provide the same level of data protection and information security that Cisco provides.
- c. **Telemetry Data.** Cisco processes Telemetry Data to deliver, enhance, improve, customize, support, and/or analyze the Software and other Cisco offerings and otherwise may freely use Telemetry Data that does not identify You or any of Your Authorized Users. You have the ability to configure the Software to limit the Telemetry Data collected, but in some cases, You can only opt out of the Telemetry Data collection by uninstalling or disabling the Software.
- d. **International Data Transfers.** Cisco may process and store Customer Data and Personal Data in the United States or outside of the country where it was collected. You are responsible for providing any required notices to Authorized Users and obtaining all required consents from Authorized Users regarding the processing and transfer of Personal Data by the Software, including international transfers. Cisco will only transfer Personal Data consistent with applicable law. To the extent Cisco processes any Personal Data from the European Economic Area or Switzerland on Your behalf, we will do so in a manner consistent with the relevant EU-US or Swiss-US Privacy Shield Principles or successor frameworks ("Principles") (see www.commerce.gov/privacyshield). Where Cisco transfers Personal Data from an APEC Member Economy on behalf of You, Cisco will process such Personal Data in a manner consistent with the APEC Cross Border Privacy Rules Systems requirements ("CBPRs") (see www.cbprs.org) to the extent the requirements are applicable to Cisco's processing of such data. If Cisco is unable to provide at least the same level of protection as required by the Principles or CBPRs, Cisco will promptly notify You and cease processing. You are responsible for providing any required notices to Authorized Users and obtaining all required consents from Authorized Users regarding the processing and transfer of such Authorized Users' Personal Data by the Software, including international transfers.

Section 14. US Government End Users

The Software and Documentation are deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to FAR 12.212 and DFARS 227.7202. All U.S. Government end users acquire the Software and Documentation with only those rights set forth in this EULA. Any provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.

Section 15. Export

Cisco Software, products, technology and services are subject to US and local export control laws and regulations. You and Cisco each will comply with such laws and regulations governing use, export, re-export, and transfer of Software, products and technology and will obtain all required US and local authorizations, permits or licenses. Specific export information may be found at: <http://tools.cisco.com/legal/export/pepd/Search.do>

Section 16. Survival

Sections 4, 5, the warranty limitation in 9a, 9b, 9c, 10, 11, 13-16 and 18-20 shall survive termination or expiration of this EULA.

Section 17. Interoperability

If required by applicable law, Cisco will provide You with the interface information needed to achieve interoperability between the Software and another independently created program. Cisco will provide this interface information at Your written request. You will keep this information in strict confidence and strictly follow any applicable terms and conditions upon which Cisco makes such information available.

Section 18. Third Party Beneficiaries

This EULA does not grant any benefits to any third party unless it expressly states that it does. In particular, no person other than a party to the EULA can enforce or take the benefit of any of its terms under the Contracts (Rights of Third Parties) Act 1999.

Section 19. Governing Law and Venue

The EULA, and any disputes arising out of or related hereto, will be governed exclusively by the applicable governing law below, based on Your primary place of business and without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. The courts located in the applicable venue below will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the EULA or its formation, interpretation or enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts. Regardless of the below governing law, either of us may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of our intellectual property or proprietary rights.

Country or Territory	Governing Law	Jurisdiction and Venue
United States, Latin America or the Caribbean	State of California, United States of America	Federal Courts, Northern District of California and Superior Court of Santa Clara County, California
Canada	Province of Ontario, Canada	Courts of the Province of Ontario, Canada
Europe (excluding Italy), Middle East, Africa, Asia (excluding Japan and China) or Oceania (excluding Australia)	Laws of England	English Courts
Japan	Laws of Japan	Tokyo District Court of Japan
Australia	Laws of the State of New South Wales	State and Federal Courts of New South Wales
Italy	Laws of Italy	Court of Milan
China	Laws of the People's Republic of China.	Hong Kong International Arbitration Center
All other countries or territories	State of California	State and Federal Courts of California

If You are a public sector agency or government institution located in the United States, the laws of the primary jurisdiction in which You are located will govern the EULA and any disputes arising out of or related thereto. For U.S. Federal Government customers, this EULA shall be controlled and construed under the laws of the United States of America.

Section 20. Integration

If any portion of this EULA is found to be void or unenforceable, the remaining provisions of the EULA shall remain in full force and effect. Except as expressly stated or as expressly amended in a signed agreement, the EULA, is the complete agreement between the parties with respect to the Software and supersedes all prior or contemporaneous communications, understandings or agreements (whether written or oral) regarding this subject matter. In the event of any conflict, the order of precedence is: i) supplemental terms; ii) these license terms (excluding the supplemental terms); then iii) any applicable policies referenced in this EULA. The parties agree that the English version of the EULA will govern in the event of a conflict between it and any version translated into another language.

Cisco and the Cisco logo are trademarks or registered trademarks of Cisco and/or its affiliates in the U.S. and other countries. To view a list of Cisco trademarks, go to this URL: www.cisco.com/go/trademarks. Third-party trademarks mentioned are the property of their respective owners. The use of the word partner does not imply a partnership relationship between Cisco and any other company (1110R).

Section 21. Cisco Partner Transactions

If You purchase Cisco Software and/or Cloud Services from a Cisco Partner: (i) the terms of this EULA apply to Your use of the Software and/or Cloud Services; and (ii) the terms of this EULA prevail over any inconsistent provisions in Your purchase order with the Cisco Partner.

Section 22. Notification

Cisco may provide You with notice via email, regular mail and/or postings on the Cisco.com website or any other website used with the Software. Notices to Cisco should be sent to Cisco Systems, Office of General Counsel, 170 Tasman Drive, San Jose, CA 95134 unless this EULA, applicable supplemental terms or an Order specifically allows other means of notice.

Section 23. Force Majeure

Except for payment obligations, neither party will be responsible for failure of performance due to an event beyond the affected party's reasonable control, including accidents, severe weather events, acts of God, actions of any government agency, pandemic, acts of terrorism, or the stability or availability of the Internet or portions thereof.

Section 24. Reservation of Rights, Subcontracting and Modifications

Failure to enforce any right under this EULA will not waive that right.

Section 25. Definitions

"Approved Source" means Cisco or a Cisco authorized reseller, distributor or systems integrator.

"Authorized User(s)" means the individuals You authorize to access the Software, including Your employees or third parties that access the Software solely on Your behalf for Your internal operations.

"Cisco" "we," "our" or "us" means Cisco Systems, Inc. or its applicable affiliate(s).

"Cisco Content" means any Cisco-provided content or data, including, but not limited to, geographic or domain information, rules, signatures, threat intelligence or other threat data feeds, suspicious URLs and IP address data feeds.

"Cisco Partner" means a Cisco authorized reseller, distributor or systems integrator.

"Cloud Service" means the Cisco hosted software-as-a-service offering or other Cisco cloud-enabled feature described in an Offer Description. A Cloud Service may include Software.

"Confidential Information" means non-public proprietary information of the disclosing party ("Discloser") obtained by the receiving party ("Recipient") in connection with this EULA, which: (i) is conspicuously marked; or, (ii) is information which by its nature should reasonably be considered confidential; or (iii) if verbally disclosed, is summarized in writing to the Recipient within 14 days.

"Customer Data" means all information and data that You or an Authorized User provides or transfers to Cisco or that the Software collects from You, Your Authorized User(s) or Your system(s), in connection with Your use of the Software, including but not limited to data related to those Authorized Users. Customer Data does not include Telemetry Data.

"Documentation" means the Cisco user or technical manuals, training materials, specifications, privacy data sheets or other information applicable to the Software.

"Entitlement" means the license detail; including license metric, duration, and quantity published on Cisco.com.

"Order" means an ordering document (including a web or other electronic form) that specifies the duration, type/product ID (PID) and quantity of On-premise Software and/or Cloud Services to be provided and the associated fees (if relevant).

“Personal Data” means any information that can be used to identify an individual and may include name, address, email address, phone number, login information (account number and password), marketing preferences, social media account information, or payment card number.

“Software” means the binary image of Cisco computer programs (including Upgrades) which could be a downloadable file, delivered on physical media, pre-installed on the on-premise computer system, resident in ROM/Flash (system memory) or cloud-hosted, and purchased from an Approved Source. Software includes firmware.

“Telemetry Data” means all information and data that the Software generates in connection with Your use, including but not limited to, network policy, log and configuration information; threat intelligence data, URLs, metadata or net flow data; origin and nature of malware; the types of software or applications installed on a network or an endpoint; information about the devices connected to a network; information generated by sensors, devices and machinery; information related to the usage, origin of use, traffic patterns or behavior of the users of a network or Software; and information relating to the existence of cookies, web beacons, and other similar applications.

“Upgrades” means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software.

“You” and **“Your”** means the individual or legal entity licensing the Software under this EULA.