

Cisco Information Packet

Cisco Limited Warranty, Disclaimer of Warranty, End User License Agreement, and US FCC Notice

Limited Warranty

Hardware. Cisco Systems, Inc., or the Cisco Systems, Inc. subsidiary selling the Product (“Cisco”) warrants that commencing from the date of shipment to Customer (and in case of resale by a 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 period set forth in the warranty card accompanying the Product (if any), the Hardware will be free from defects in material and workmanship under normal use. The date of shipment of a Product by Cisco is set forth on the packaging material in which the Product is shipped. This limited warranty extends only to the original user of the Product. Customer's sole and exclusive remedy and the entire liability of Cisco and its suppliers under this limited warranty will be, at Cisco's or its service center's option, shipment of a replacement within the warranty period and according to the replacement process described in the warranty card (if any), or if no warranty card, as described on the Cisco Product Warranties web page www.cisco.com/go/warranty or a refund of the purchase price if the Hardware is returned to the party supplying it to Customer, freight and

insurance prepaid. Cisco replacement parts used in Hardware replacement may be new or equivalent to new. Cisco's obligations hereunder are conditioned upon the return of affected Hardware in accordance with Cisco's or its service center's then-current Return Material Authorization (RMA) procedures.

The End User License Agreement may be located below, or at the following URL:

www.cisco.com/go/eula

Product warranty terms and other information applicable to the Product may be located at the following URL:

www.cisco.com/go/warranty

Restrictions. The above Hardware warranty and limited warranty in the End User License Agreement (“Software warranty”) do not apply if the Software, Hardware Product or any other equipment upon which the Software is authorized by Cisco or its suppliers or licensors to be used (a) has been altered, except by Cisco or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Cisco, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or (d) is licensed for beta, evaluation, testing or demonstration purposes. The Software warranty also does not apply to (e) any temporary Software modules; (f) any Software not posted on Cisco's Software Center (on Cisco.com URL where Cisco makes the Software publicly available to

licensed customers); (g) any Software that Cisco expressly provides on an “AS IS” basis on Cisco's Software Center; or (h) 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. THESE WARRANTIES GIVE 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.

End User License Agreement

IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. IT IS VERY IMPORTANT THAT YOU CHECK THAT YOU ARE PURCHASING CISCO SOFTWARE OR EQUIPMENT FROM AN APPROVED SOURCE AND THAT YOU, OR THE ENTITY YOU REPRESENT (COLLECTIVELY, THE “CUSTOMER”) HAVE BEEN REGISTERED AS THE END USER FOR THE PURPOSES OF THIS CISCO END USER LICENSE AGREEMENT. IF YOU ARE NOT REGISTERED AS THE END USER YOU HAVE NO LICENSE TO USE THE SOFTWARE AND THE LIMITED WARRANTY IN THIS END USER LICENSE AGREEMENT DOES NOT APPLY. ASSUMING YOU HAVE PURCHASED FROM AN APPROVED SOURCE, 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 THIS SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU PURCHASED THE SOFTWARE FROM AN APPROVED SOURCE AND 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 OR AVAILABLE AT THE TIME OF YOUR ORDER (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. BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE, YOU ARE REPRESENTING THAT YOU PURCHASED THE SOFTWARE FROM AN APPROVED SOURCE AND BINDING YOURSELF TO THE AGREEMENT. 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 AN APPROVED SOURCE, AND APPLIES ONLY IF YOU ARE THE ORIGINAL AND REGISTERED END USER PURCHASER. FOR THE PURPOSES OF THIS END USER LICENSE AGREEMENT, AN “APPROVED SOURCE” MEANS (A) CISCO; OR (B) A DISTRIBUTOR OR SYSTEMS

INTEGRATOR AUTHORIZED BY CISCO TO DISTRIBUTE / SELL CISCO EQUIPMENT, SOFTWARE AND SERVICES WITHIN YOUR TERRITORY TO END USERS; OR (C) A RESELLER AUTHORIZED BY ANY SUCH DISTRIBUTOR OR SYSTEMS INTEGRATOR IN ACCORDANCE WITH THE TERMS OF THE DISTRIBUTOR'S AGREEMENT WITH CISCO TO DISTRIBUTE / SELL THE CISCO EQUIPMENT, SOFTWARE AND SERVICES WITHIN YOUR TERRITORY TO END USERS.

THE FOLLOWING TERMS OF THE AGREEMENT GOVERN CUSTOMER'S USE OF THE SOFTWARE (DEFINED BELOW), EXCEPT TO THE EXTENT: (A) THERE IS A SEPARATE SIGNED CONTRACT BETWEEN CUSTOMER AND CISCO GOVERNING CUSTOMER'S USE OF THE SOFTWARE, OR (B) THE SOFTWARE INCLUDES A SEPARATE "CLICK-ACCEPT" LICENSE AGREEMENT OR THIRD PARTY LICENSE AGREEMENT AS PART OF THE INSTALLATION OR DOWNLOAD PROCESS GOVERNING CUSTOMER'S USE OF THE SOFTWARE. TO THE EXTENT OF A CONFLICT BETWEEN THE PROVISIONS OF THE FOREGOING DOCUMENTS, THE ORDER OF PRECEDENCE SHALL BE (1) THE SIGNED CONTRACT, (2) THE CLICK-ACCEPT AGREEMENT OR THIRD PARTY LICENSE AGREEMENT, AND (3) THE AGREEMENT. FOR PURPOSES OF THE AGREEMENT, "SOFTWARE" SHALL MEAN COMPUTER PROGRAMS, INCLUDING FIRMWARE AND COMPUTER PROGRAMS EMBEDDED IN CISCO EQUIPMENT, AS PROVIDED TO CUSTOMER BY AN APPROVED SOURCE, AND ANY UPGRADES, UPDATES, BUG FIXES

OR MODIFIED VERSIONS THERETO (COLLECTIVELY, “UPGRADES”), ANY OF THE SAME WHICH HAS BEEN RELICENSED UNDER THE CISCO SOFTWARE TRANSFER AND RE-LICENSING POLICY (AS MAY BE AMENDED BY CISCO FROM TIME TO TIME) OR BACKUP COPIES OF ANY OF THE FOREGOING.

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 to an Approved Source. “Documentation” means written information (whether contained in user or technical manuals, training materials, specifications or otherwise) pertaining to the Software and made available by an Approved Source 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 an Approved Source and for which Customer has paid to an Approved Source the required license fee (the “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 business 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 only use the Software in connection with the use of Cisco equipment purchased by the Customer from an Approved Source and 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 Cisco equipment not purchased by the Customer from an Approved Source or on 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 or except to the extent that Cisco is legally required to permit such specific activity pursuant to any applicable open source license;

(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. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT: (1) CUSTOMER HAS NO LICENSE OR RIGHT TO MAKE OR USE ANY ADDITIONAL COPIES OR UPGRADES UNLESS CUSTOMER, AT THE TIME OF MAKING OR ACQUIRING SUCH COPY OR UPGRADE, ALREADY HOLDS A VALID LICENSE TO THE ORIGINAL SOFTWARE AND HAS PAID THE APPLICABLE FEE TO AN APPROVED SOURCE FOR THE UPGRADE OR ADDITIONAL COPIES; (2) USE OF UPGRADES IS LIMITED TO CISCO EQUIPMENT SUPPLIED BY AN APPROVED SOURCE 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.

Proprietary Notices. Customer agrees to maintain and reproduce all copyright, proprietary, and other notices on all copies, in any form, of the Software in the same form and manner that such copyright and other proprietary notices are included on the Software. Except as expressly authorized in the Agreement, Customer shall not make any copies or duplicates of any Software without the prior written permission of Cisco.

Term and Termination. The Agreement and the license granted herein shall remain effective until terminated. Customer may terminate the Agreement and the license at any time by destroying all copies of Software and any Documentation. Customer's rights under the Agreement will terminate immediately without notice from Cisco if Customer fails to comply with any provision of the Agreement. Upon termination, Customer shall destroy all copies of Software and Documentation in its possession or control. All confidentiality obligations of Customer, all restrictions and limitations imposed on the Customer under the section titled "General Limitations" and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement. In addition, the provisions of the sections titled "U.S. Government End User Purchasers" and "General Terms Applicable to the Limited Warranty Statement and End User License Agreement" shall survive termination of the Agreement.

Customer Records. Customer grants to Cisco and its independent accountants the right to examine Customer's books, records and accounts during Customer's normal business hours to verify compliance with this Agreement. In the event such audit discloses non-compliance with this Agreement, Customer shall promptly pay to Cisco the appropriate license fees, plus the reasonable cost of conducting the audit.

Export, Re-Export, Transfer and Use Controls. The Software, Documentation and technology or direct products thereof (hereafter referred to as Software and Technology), supplied by Cisco under the Agreement are subject to export controls under the laws and regulations of the United States (U.S.) and any other applicable countries' laws and regulations. Customer shall comply

with such laws and regulations governing export, re-export, transfer and use of Cisco Software and Technology and will obtain all required U.S. and local authorizations, permits, or licenses. Cisco and Customer each agree to provide the other information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses. Information regarding compliance with export, re-export, transfer and use may be located at the following URL:

www.cisco.com/web/about/doing_business/legal/global_export_trade/general_export/contract_compliance.html

U.S. Government End User Purchasers. The Software and Documentation qualify as “commercial items,” as that term is defined at Federal Acquisition Regulation (“FAR”) (48 C.F.R.) 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which the Agreement may be incorporated, Customer may provide to Government end user or, if the Agreement is direct, Government end user will acquire, the Software and Documentation with only those rights set forth in the Agreement. Use of either the Software or Documentation or both constitutes agreement by the Government that the Software and Documentation are “commercial computer software” and “commercial computer software documentation,” and constitutes acceptance of the rights and restrictions herein.

Identified Components; Additional Terms. The Software may contain or be delivered with one or more components, which may include third-party components, identified by Cisco in the Documentation, readme.txt file, third-party click-accept or elsewhere (e.g. on www.cisco.com) (the “Identified Component(s)”) as being subject to different license agreement terms, disclaimers of warranties, limited warranties or other terms and conditions (collectively, “Additional Terms”) than those set forth herein. You agree to the applicable Additional Terms for any such Identified Component(s).”

Limited Warranty

Subject to the limitations and conditions set forth herein, Cisco warrants that commencing from the date of shipment to Customer (but in case of resale by an Approved Source other than Cisco, commencing not more than ninety (90) days after original shipment by Cisco), and continuing for a period of the longer of (a) ninety (90) days or (b) the warranty period (if any) expressly set forth as applicable specifically to software in the warranty card accompanying the product of which the Software is a part (the “Product”) (if any): (a) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (b) the Software substantially conforms to the Documentation. The date of shipment of a Product by Cisco is set forth on the packaging material in which the Product is shipped. Except for the foregoing, the Software is provided “AS IS”. This limited warranty extends only to the Software purchased from an Approved

Source by a Customer who is the first registered end user. Customer's sole and exclusive remedy and the entire liability of Cisco and its suppliers under this limited warranty will be (i) replacement of defective media and/or (ii) at Cisco's option, repair, replacement, or refund of the purchase price of the Software, in both cases subject to the condition that any error or defect constituting a breach of this limited warranty is reported to the Approved Source supplying the Software to Customer, within the warranty period. Cisco or the Approved Source supplying the Software to Customer may, at its option, require return of the Software and/or Documentation as a condition to the remedy. In no event does Cisco warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Cisco does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

Restrictions. This warranty does not apply if the Software, Product or any other equipment upon which the Software is authorized to be used (a) has been altered, except by Cisco or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Cisco, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or (d) is licensed for beta, evaluation, testing or demonstration purposes. The Software warranty also does not apply to (e) any temporary Software modules; (f) any Software not posted on Cisco's Software Center; (g) any Software that Cisco expressly provides on an "AS IS" basis on

Cisco's Software Center; (h) any Software for which an Approved Source does not receive a license fee; and (i) Software supplied by any third party which is not an Approved Source.

DISCLAIMER OF WARRANTY

EXCEPT AS SPECIFIED IN THIS WARRANTY SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY CISCO, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT THAT ANY OF THE SAME CANNOT BE EXCLUDED, SUCH IMPLIED CONDITION, REPRESENTATION AND/OR WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD REFERRED TO IN THE "LIMITED WARRANTY" SECTION ABOVE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY IN SUCH STATES. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM

JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

Disclaimer of Liabilities—Limitation of Liability. IF YOU ACQUIRED THE SOFTWARE IN THE UNITED STATES, LATIN AMERICA, CANADA, JAPAN OR THE CARIBBEAN, NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, ALL LIABILITY OF CISCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS COLLECTIVELY, TO CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID BY CUSTOMER TO ANY APPROVED SOURCE FOR THE SOFTWARE THAT GAVE RISE TO THE CLAIM OR IF THE SOFTWARE IS PART OF ANOTHER PRODUCT, THE PRICE PAID FOR SUCH OTHER PRODUCT. THIS LIMITATION OF LIABILITY FOR SOFTWARE IS CUMULATIVE AND NOT PER INCIDENT (I.E. THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT).

IF YOU ACQUIRED THE SOFTWARE IN EUROPE, THE MIDDLE EAST, AFRICA, ASIA OR OCEANIA, NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, ALL LIABILITY OF CISCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS COLLECTIVELY, TO CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING

NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID BY CUSTOMER TO CISCO FOR THE SOFTWARE THAT GAVE RISE TO THE CLAIM OR IF THE SOFTWARE IS PART OF ANOTHER PRODUCT, THE PRICE PAID FOR SUCH OTHER PRODUCT. THIS LIMITATION OF LIABILITY FOR SOFTWARE IS CUMULATIVE AND NOT PER INCIDENT (I.E. THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT). NOTHING IN THE AGREEMENT SHALL LIMIT (I) THE LIABILITY OF CISCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS TO CUSTOMER FOR PERSONAL INJURY OR DEATH CAUSED BY THEIR NEGLIGENCE, (II) CISCO'S LIABILITY FOR FRAUDULENT MISREPRESENTATION, OR (III) ANY LIABILITY OF CISCO WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

Disclaimer of Liabilities - Waiver of Consequential Damages and Other Losses. IF YOU ACQUIRED THE SOFTWARE IN THE UNITED STATES, LATIN AMERICA, THE CARIBBEAN OR CANADA, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CISCO OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE OR

OTHERWISE AND EVEN IF CISCO OR ITS SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IF YOU ACQUIRED THE SOFTWARE IN JAPAN, EXCEPT FOR LIABILITY ARISING OUT OF OR IN CONNECTION WITH DEATH OR PERSONAL INJURY, FRAUDULENT MISREPRESENTATION, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CISCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE OR OTHERWISE AND EVEN IF CISCO OR ANY APPROVED SOURCE OR THEIR SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU ACQUIRED THE SOFTWARE IN EUROPE, THE MIDDLE EAST, AFRICA, ASIA OR OCEANIA, IN NO EVENT WILL CISCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS, BE LIABLE FOR ANY LOST REVENUE,

LOST PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, HOWSOEVER ARISING, INCLUDING, WITHOUT LIMITATION, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF, IN EACH CASE, CISCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT FULLY APPLY TO YOU. THE FOREGOING EXCLUSION SHALL NOT APPLY TO ANY LIABILITY ARISING OUT OF OR IN CONNECTION WITH: (I) DEATH OR PERSONAL INJURY, (II) FRAUDULENT MISREPRESENTATION, OR (III) CISCO'S LIABILITY IN CONNECTION WITH ANY TERMS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

Customer acknowledges and agrees that Cisco has set its prices and entered into the Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

Controlling Law, Jurisdiction. If you acquired, by reference to the address on the purchase order accepted by the Approved Source, the Software in the United States, Latin America, or the Caribbean, the Agreement and warranties (“Warranties”) are controlled by and construed under the laws of the State of California, United States of America, notwithstanding any conflicts of law provisions; and the state and federal courts of California shall have exclusive jurisdiction over any claim arising under the Agreement or Warranties. If you acquired the Software in Canada, unless expressly prohibited by local law, the Agreement and Warranties are controlled by and construed under the laws of the Province of Ontario, Canada, notwithstanding any conflicts of law provisions; and the courts of the Province of Ontario shall have exclusive jurisdiction over any claim arising under the Agreement or Warranties. If you acquired the Software in Europe, the Middle East, Africa, Asia or Oceania (excluding Australia), unless expressly prohibited by local law, the Agreement and Warranties are controlled by and construed under the laws of England, notwithstanding any conflicts of law provisions; and the English courts shall have exclusive jurisdiction over any claim arising under the Agreement or Warranties. In addition, if the Agreement is controlled by the laws of England, no person who is not a party to the Agreement shall be entitled to enforce or take the benefit of any of its terms under the Contracts (Rights of Third Parties) Act 1999. If you acquired the Software in Japan, unless expressly prohibited by local law, the Agreement and Warranties are controlled by and construed under the laws of Japan, notwithstanding any conflicts of law provisions; and the Tokyo District Court of Japan shall have exclusive jurisdiction over any claim arising under the Agreement or Warranties. If you acquired the Software in Australia, unless expressly prohibited by local law, the Agreement and

Warranties are controlled by and construed under the laws of the State of New South Wales, Australia, notwithstanding any conflicts of law provisions; and the State and federal courts of New South Wales shall have exclusive jurisdiction over any claim arising under the Agreement or Warranties. If you acquired the Software in any other country, unless expressly prohibited by local law, the Agreement and Warranties are controlled by and construed under the laws of the State of California, United States of America, notwithstanding any conflicts of law provisions; and the state and federal courts of California shall have exclusive jurisdiction over any claim arising under the Agreement or Warranties.

For all countries referred to above, the parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods.

Notwithstanding the foregoing, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights. If any portion hereof is found to be void or unenforceable, the remaining provisions of the Agreement and Warranties shall remain in full force and effect. Except as expressly provided herein, the Agreement constitutes the entire agreement between the parties with respect to the license of the Software and Documentation and supersedes any conflicting or additional terms contained in any Purchase Order or elsewhere, all of which terms are excluded. The Agreement has been written in the English language, and the parties agree that the English version will govern.

United States Federal Communications Commission Notice

The following information is for FCC compliance of Class A devices: This equipment has been tested and found to comply with the limits for a Class A digital device, pursuant to part 15 of the FCC rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instruction manual, may cause harmful interference to radio communications. Operation of this equipment in a residential area is likely to cause harmful interference, in which case users will be required to correct the interference at their own expense.

The following information is for FCC compliance of Class B devices: 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 Cisco's instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation.

If the equipment causes interference to radio or television reception, which can be determined by turning the equipment off and on, users are encouraged to try to correct the interference by using 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.

Modifications to this product not authorized by Cisco could void the FCC approval and negate your authority to operate the product.

Welcome to the World of Networking

Thank you for choosing your Cisco product as part of your networking solution.

Cisco Systems is the worldwide leader in networking for the Internet. Cisco networking solutions connect people, computing devices, and computer networks, allowing people to access and transfer information without regard to differences in time, place, or type of computer system. Cisco provides end-to-end networking solutions that organizations can use to build a unified information infrastructure of their own or to connect to someone else's network. An end-to-end

networking solution is one that provides a common architecture that delivers consistent network services to all users. The broader the range of network services, the more capabilities a network can provide to the users connected to it.

Cisco offers these networking products:

- The industry's broadest range of hardware products
- Cisco IOS software
- Expert network design and implementation
- Technical support and professional services to maintain and optimize network operations

Cisco is unique in its ability to provide all of these products, either by itself or together with partners.

Safety Information

Before you install your Cisco product, read the FCC notice and other regulatory material, including the safety and site preparation section in your product documentation. For your safety, separate information titled “Regulatory Compliance and Safety Information” accompanies this product and contains the appropriate safety warnings and their translations.

Warranty Information

The manufacturer's warranty period for your new Cisco product can be found in the warranty description that accompanies this product or in the warranty information in the online documentation.

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

www.cisco.com/go/warranty

Service and Support During and After the Warranty Period

If your hardware fails during the warranty period, contact the network supplier from whom you purchased your product. For more information, see the “Assistance” section.

If your hardware fails after the warranty period, contact the network supplier from whom you purchased your product.

If you have a Cisco SMARTnet service program or other maintenance agreement, request service under your agreement. You can purchase maintenance contracts from your local network supplier or from Cisco directly.

Assistance

If you have a maintenance agreement, request service under your agreement. Depending on your service agreement, different assistance options are available.

Where to Begin for Warranty Support

If you need assistance, follow these steps:

1. Consult your product warranty documentation to determine your warranty period, and record the information listed here. For your convenience, record the information here as well. Keep this information readily available.

I purchased my product from:	
The company phone number is:	
Product model and serial number are:	
Maintenance contract number is:	

2. Consult the Cisco Information Packet (this document) for detailed warranty information.

3. Contact the network supplier from whom you purchased your hardware; the supplier will have the most up-to-date information and will know where to begin the warranty process.

**Note**

Stop here unless you have the Cisco Technical Assistance Center (TAC) option available. This option is not included in warranty and all service packages, and you could incur an additional cost.

4. Call the Cisco TAC line if you have contracted for this service. TAC support is not available as part of warranty alone.

Important Information

When you call your network supplier or Cisco, have this information ready:

- Information recorded in Step 1.
- Version level of the software and firmware
- Detailed description of the problem
- Diagnostic error messages
- Details about recent configuration changes or changes to your network

There could be additional charges for using these services. If you are unable to contact your network supplier, contact Cisco TAC by calling 800 553-2447.

To obtain a directory of toll-free Cisco TAC telephone numbers for your country, go to this URL:

www.cisco.com/go/DirTAC

Return Material Authorizations

If your unit fails and you are asked to return it under the terms of your warranty, follow these steps:

1. Return the unit to your network supplier.
2. If you cannot locate your network supplier, you may return the unit to Cisco.

All material returned to Cisco must be accompanied by a Return Material Authorization (RMA) number. This number is necessary so that the factory can ensure proper tracking and handling of returned material. If you do not have an RMA number, Cisco reserves the right to refuse receipt of returned units. To obtain an RMA number, call 800 553-NETS (6387). Your unit will be replaced according to the applicable warranty guidelines.

Cisco Lifecycle Services

Cisco Services are delivered using a lifecycle approach that focuses on customer business drivers to help you meet your business goals.

The unique Cisco Lifecycle approach to services defines the requisite activities at each phase of the network lifecycle.

- **Prepare**—Make sound financial decisions by developing a business case that establishes the financial justification for making a technology change.
- **Plan**—Assess the existing environment to determine whether it can support the proposed system sufficiently and securely.
- **Design**—Design a solution that meets business and technical requirements.
- **Implement**—Integrate the new solution without disrupting the network or creating points of vulnerability.
- **Operate**—Maintain network health through day-to-day operations.
- **Optimize**—Achieve operational excellence by adapting the architecture, operation, and performance of the network to ever-changing business requirements and positioning it to reenter the prepare phase of its lifecycle.

For more information on Cisco Lifecycle Services visit this URL:

www.cisco.com/en/US/products/svcs/services_area_root.html

Cisco Lifecycle Services: Operate Phase

Cisco Technical Services focus on the Operate phase of the network lifecycle. These services maintain and proactively manage device health to keep your business running in real time. When you purchase Cisco Technical Services you'll receive award-winning network support from the industry's leading technical experts who will help you keep your system and applications up-to-date. Cisco Technical Services enable you to:

- Increase network uptime, operational efficiency and reliability
- Maintain business continuity
- Gain critical insight into network performance
- Extend the value of your network investments
- Lower operational costs
- Strengthen IT security

Device/Application-Specific Operate Services

Cisco SMARTnet and SMARTnet Onsite

Crucial to maintaining the best possible network performance, these services provide registered access to Cisco.com for online technical assistance, access to the Cisco Technical Assistance Center (TAC), Cisco OS software updates and upgrades, and advance replacement of failed hardware.

Cisco Service Provider Base and Service Provider Base Onsite

Tailored for the service provider (SP) production network, this service provides registered access to Cisco.com for online technical assistance, access to TAC, Cisco OS software updates and upgrades, and advance replacement of failed hardware.

Cisco Small and Medium-Sized Business Support Assistant

Specifically designed for the small and medium-sized business (SMB), this service provides simplified, cost-effective network support to help SMB customers ensure operational reliability and protect technology investments on select SMB products.

Cisco Software Application Support Services

Software Application Support (SAS) and Software Application Support plus Upgrades (SASU) strengthen application availability, functionality, and reliability with around-the-clock access to technical support and software updates, and with SASU, to major upgrades.

Technology-Specific Operate Services

Unified Communications

Cisco Unified Communications Essential and Select Operate Services

Provides standard technical support services as well as access to specialized engineers who provide assistance with all Cisco hardware components and Cisco Unified Communications application software.

Cisco Services for Integrated Services Routers

Service bundles combine hardware and software application support for the Cisco 2800 and Cisco 3800 series Integrated Services Routers (ISRs) with voice applications.

Security

Cisco Security IntelliShield Alert Manager Service

A customizable, web-based threat and vulnerability alert service allows organizations to easily access timely, accurate, and credible information about potential vulnerabilities in their environment.

Cisco Services for Intrusion Prevention System

For Intrusion Prevention System (IPS) appliances, switch modules, and router modules, Cisco IPS helps prevent business-crippling attacks and reduces attack damage by combining IPS signature file updates and alerts with SMARTnet deliverables.

Cisco Security Remote Management Services

Cost-effectively manage security across your entire network with comprehensive remote monitoring of network devices to proactively identify and analyze security incidents, provide recommendations, and remediate events 24 hours a day, 7 days a week.

Foundation

Cisco Foundation Technology Remote Management Service

Remote network management by an experienced team of Cisco Remote Operations Services engineers provides a cost-effective approach for day-to-day management of your converged infrastructure with proactive monitoring, problem isolation and resolution, and repair oversight, allowing your IT staff to focus on strategic activities.

TelePresence

Cisco TelePresence Essential Operate Services

System-level, ongoing technical support and service provides a seamless experience across the entire TelePresence-Unified Communications systems to maintain the high performance of Cisco TelePresence solutions.

Network-Level Operate Services

Cisco Focused Technical Support

This premium service provides high-touch, premium, personalized technical support to expedite issue resolution and increase network reliability.

For more information on Operate Services, visit the following URL:

www.cisco.com/en/US/products/svcs/ps3034/serv_category_home.html

Obtaining Documentation and Submitting a Service Request

For information on obtaining documentation, submitting a service request, and gathering additional information, see the monthly What's New in Cisco Product Documentation, which also lists all new and revised Cisco technical documentation, at:

www.cisco.com/en/US/docs/general/whatsnew/whatsnew.html

Warranty Information for Cisco Small Business Products

Cisco warrants every Cisco® Small Business (including formerly Linksys® Business) product to be free from defects in material and workmanship under normal use for the warranty period that applies to the particular Cisco Small Business product you have purchased. To find the length of the warranty and other specific warranty details, including the scope of the Cisco Small Business warranty and limitations on Cisco's liability to you, refer to the “Warranty Information” section of your product's technical documentation.

Cisco warranty information can also be accessed at www.cisco.com/go/warranty (see the Warranty Finder at www.cisco-servicefinder.com/warrantyfinder.aspx to locate the warranty for your specific product).

Cisco Small Business Support Center

Technical support by telephone for Cisco Small Business products is available via the Cisco Small Business Support Center. To see the Cisco Small Business Support Center hours of operation and contact information, visit

www.cisco.com/en/US/support/tsd_cisco_small_business_support_center_contacts.html.

Services for Cisco Small Business Products

The Cisco Small Business Support Service provides three years affordable peace of mind coverage, to help protect your investment and derive maximum value from Cisco Small Business products. The subscription-based service offers software updates, access to the Cisco Small Business Support Center, online chat support, and expedited hardware replacement.

The Cisco Small Business Partner Rapid Response Service is designed for organizations that need maximum network uptime to support critical business processes. Delivered by your trusted partner, backed by Cisco, it provides three year, subscription-based coverage for extended peace of mind coverage, supported by four-hour advance hardware replacement where available. For more information on Cisco Small Business Support Service and Cisco Small Business Partner Response Service, visit www.cisco.com/cisco/web/solutions/small_business/services/index.html.

Additional Support Resources Available for Cisco Small Business Products

The Cisco Small Business Support Community is a collaborative space for partners, customers, and Cisco to share their knowledge and expertise on small business networking and communications. You can find answers to many technical and support questions in the Cisco Small Business Support Community. If you have a new issue, you can get input from your online colleagues around the world. Visit www.cisco.com/go/smallbizsupport.

Subscribe to the What's New in Cisco Product Documentation as a Really Simple Syndication (RSS) feed and set content to be delivered directly to your desktop using a reader application. The RSS feeds are a free service and Cisco currently supports RSS version 2.0.

Information regarding trademarks, logos, and service marks of Cisco Systems, Inc. may be located at the following URL:

www.cisco.com/web/siteassets/legal/trademark.html

Americas Headquarters

Cisco Systems, Inc.
170 West Tasman Drive
San Jose, CA 95134-1706 USA
www.cisco.com



Cisco and the Cisco Logo are trademarks of Cisco Systems, Inc. and/or its affiliates in the U.S. and other countries. A listing of Cisco's trademarks can be found at 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. (1005R)

© 2002, 2006–2011 Cisco Systems, Inc. All rights reserved.