

# **Cisco Systems TERMS OF USE**

## **Legal Agreement**

Thank you for using the Cisco Systems Product **CSP Collector** (the "Product"). These Terms of Use apply to all users of the Product ("Users"), and constitute a binding, legal agreement ("Agreement") between User and Cisco Systems, Inc. ("Cisco Systems").

## **License**

This License sets forth User's rights to use the software provided through the Appliance (the "Software"), related content (the "Content"), and all associated documentation (the "Documentation"), all of which are the proprietary and copyrighted material of Cisco Systems. Collectively, the Software, Content, and Documentation are referred to in this Agreement as the "Licensed Product." Upon receipt of the applicable license fee, Cisco Systems grants to User the non-exclusive, non-transferable right to use the Licensed Product solely for Users benefit.

## **Proprietary Rights**

Cisco Systems and its suppliers own all proprietary rights, including all patents, copyrights, and trademarks, in and to the Site and the Licensed Product. The Software source code and related proprietary information and trade secrets are not licensed to User, and any modification, addition or deletion is strictly prohibited. User agrees to take all reasonable steps to prevent unauthorized disclosure, use or copying of the Licensed Product. Cisco Systems reserves all rights not expressly granted to User. User agrees not to modify, copy, distribute, reverse engineer, disassemble, decrypt, or decode any of the Licensed Product. The trademarks Cisco and Cisco Systems are the trademarks of Cisco Systems, Inc. Other trademarks used in the product are the property of their respective owners.

## **General User Obligations**

You warrant and agree not to:

- Use the Product in any way that is in furtherance of criminal, fraudulent, or other unlawful activity
- Impersonate any other person or entity, or misrepresent your affiliation with any other person or entity
- Engage in any spamming or flooding
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content or e-mail transmitted through the Product
- Interfere with or disrupt the servers or networks connected to the Product, or disobey any requirements, procedures, policies or regulations of networks connected to the Product
- Violate any applicable local, state, national or international law or regulation in connection with your use of the Product

## **International Users**

Cisco Systems makes no representation or warranty that the Licensed Product is appropriate or available at other locations outside of the United States. User may not export the Licensed Product in violation of U.S. export regulations.

## **Disclaimers**

**All Licensed Product provided or offered on the Site are provided or offered on an as-is, as-available basis, without representation or warranty of any kind by Cisco Systems, including but not limited to the implied warranties of merchantability, noninfringement and fitness for a particular purpose. Without limiting the prior sentence, Cisco Systems does not warrant the quality, accuracy, completeness, or currentness of any content or information provided through the Product**

## **Limitation of Liability**

**In no event shall Cisco Systems or any of its officers, employees, affiliates, or agents be liable to you or anyone else for any direct, special, consequential, indirect, cover, punitive, incidental or other damages (including, without limitation, lost profits, lost sales, or lost business) directly or indirectly related to or arising out of the Licensed Product, or any transaction entered hereunder, whether in contract, tort or otherwise, even if Cisco Systems or one of its officers, employees, affiliates or agents has been advised of the possibility of such damages. Any action under this Agreement must be commenced within one (1) year after such cause of action accrues.**

## **Term**

This Agreement is effective until terminated. Cisco Systems may terminate or suspend this Agreement immediately if in Cisco Systems sole judgment User breaches any of the terms and conditions of this Agreement. All provisions of this Agreement relating to payment, disclaimers, limitation of liability, confidentiality, and Cisco Systems proprietary rights shall survive termination or expiration of this Agreement.

## **Miscellaneous**

This Agreement constitutes the entire, final and exclusive agreement between the parties and supersedes any and all other prior or contemporaneous oral or written representations or agreements between the parties relating to the subject matter hereof. No amendments or modifications of this Agreement may be made except as set forth in the Agreement and Amendments section below or in a writing, signed by both parties. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

User shall have no right to assign this Agreement or any of User's obligations hereunder. Cisco Systems may assign this Agreement and any of its rights hereunder to third parties.

The failure by any party to exercise any right provided herein shall not be deemed a waiver or forfeiture of any such right.

Every provision of this Agreement is intended to be severable. If any section of this Agreement is found to be invalid or unenforceable, then such section will be deemed amended and interpreted, if possible, in a way that renders it enforceable. If such an interpretation is not possible, then the section will be deemed removed from this Agreement and the rest of this Agreement will remain in full force and effect.

This Agreement is governed by the laws of the State of California, without regard to its choice of law provisions. The parties agree that any dispute involving Cisco Systems related to this Agreement or the Product that cannot be settled by good faith negotiation shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. The location of the arbitration shall be Santa Clara County, California, USA The decision of the arbitrator shall be legally binding and shall be enforceable in any court of competent jurisdiction.

This Agreement does not designate either party as the agent, employee, legal representative, partner or joint venturer of the other party for any purpose whatsoever.

### **Agreement and Amendments**

By completing the registration process, clicking the "I ACCEPT" button, and using the Product, you are indicating that you are 18 years old or older and are agreeing to all of the terms in this User's Agreement. You may print and keep a copy of this Agreement.