



For the avoidance of doubt, all references to the manufacturer in these Terms and Conditions should be read as “Contractor (immixTechnology, Inc.), acting by and through its supplier, Cisco Systems, Inc..”

TERMS AND CONDITIONS FOR CISCO SYSTEMS PRODUCTS AND SERVICES

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.

Software. The limited warranty in the United States Federal Communications Commission Notice sets forth Cisco's warranty obligations with respect to the Software. 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.

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End User License Agreement

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- (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.

Inspection/Acceptance. The Contractor (immixTechnology, Inc.) can only, and shall only tender for acceptance those items that substantially conform to the software manufacturer's ("Cisco's") published specifications. Therefore, items delivered shall be considered accepted upon delivery. The Government reserves the right to inspect or test any supplies or services that have been delivered. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

- (1) Within the warranty period; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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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.

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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.

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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.
- 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: Return the unit to your network supplier. 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

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Cisco Software Transfer and Re-licensing Policy Last Updated: July 2008

This document explains Cisco's current policy regarding the transfer of Cisco Software (the "Policy"). In this Policy, "Software" means the object code version of the computer programs listed on Cisco's published global price list or provided with Hardware, whether operating system software or application software, including copies, bug fixes, updates and upgrades thereof. Operating system software generally refers to Software that is required to operate a device (examples include IOS and IXR). Application software generally refers to Software that runs an application (examples include call center, unified messaging and network management software). Software does not include any computer programs listed on Cisco's published global price list in the name of a third party. Also in this Policy, "Hardware" means tangible Cisco equipment, devices or components listed on Cisco's published global price list, and "Product" means Hardware and/or Software. A transfer of Software would occur when the authorized licensee transfers, conveys or assigns some or all of its rights to use the Software to another person or entity.

Policy:

Cisco's current policy is that Software is not transferable without Cisco's prior written consent and payment of any license fee ("License Fee") unless one of the exceptions below in the "Exceptions" section applies. Regardless of whether a License Fee is payable under this Policy, the transferee may be required to pay Service inspection or reinstatement fees in accordance with Cisco policies located [here](#).

Following a permitted transfer, the transferor's license to the Software is automatically terminated and the transferee's use of the Software is governed by a new license between Cisco and the transferee. In the absence of Cisco providing different terms to the transferee, such terms shall be the same as applied to the transferor. Cisco may withhold its consent to any transfer not conforming to this Policy.

License Fee:

The License Fee for the Software to be transferred shall be the same as the fee for a new Software license, as though the Software was licensed on a stand-alone basis, as specified in the then-current price list published at Cisco.com applicable to the Cisco entity in the territory in which the transferee resides. Unless there are other mutually agreed upon terms between Cisco and the transferee, the License Fee shall be payable by the transferee in accordance with Cisco's standard terms and conditions of sale located [here](#).

Software Bundled with Hardware: In situations where Products combine Hardware and Software and there is no separate Product code or License Fee charged for the Software on the applicable Cisco then-current published price list at the time



of transfer (and therefore a separate License Fee for the Software cannot be determined), an exception will be made to allow for the transfer without the transferee being required to pay a new License Fee.

Affiliate: An entity may transfer its entire right to use Software to its Affiliate. An “Affiliate” means another entity where more than 50% of its voting power is owned or controlled by the transferor, or where more than 50% of the transferor's voting power is owned or controlled by the Affiliate or where more than 50% of the voting power of both transferee and transferor is owned or controlled by the same entity.

Merger or Acquisition: An entity may transfer its entire right to use Software to the purchaser of all or substantially all of the capital stock of the transferor or all or substantially all of the assets of that portion of the transferor's business to which those Software licenses pertain.

Lease: In a leasing (or rental) situation where the original lessee would like to buy out Hardware from the leasing company during or at the end of the lease term, the leasing company may transfer the Software licenses provided with the Hardware to the original lessee. Also, if the original lessee defaults under the lease and the leasing company takes the Cisco Product back before the end of the lease term, the leasing company may transfer the license to another lessee for the remainder of the original lease term. If the new lease term is in excess of the original lease term, the leasing company must pay the License Fee on or before the expiration date of the original lease term.

In the situation where a leasing company leases a Cisco Product to Customer “A” for a specified term and, at the end of the lease term, the leasing company desires to lease or sell the same Product to Customer “B,” then the leasing company may not transfer the Software without obtaining Cisco’s prior written permission and paying the License Fee.

Managed CPE Services or Managed/Provisioned Network Services (“MNS”): For purpose of this exception, MNS is defined as a voice, video, or data network service provided by an entity (“Managed Service Provider” or “MSP”) to an end user where (a) the service includes use of a Cisco Product located at the end user’s premises (“CPE”), and (b) both the title to the Hardware portion of the CPE and the license to use the Software provided on the CPE is held by the MSP. If the original end user with whom the CPE was first deployed as part of the MNS (“Original End User”) subsequently acquires title to the Hardware portion of the CPE from the MSP, then Cisco will issue a new Software license to the Original End User granting the right to use the Software, without payment of a License Fee, provided, however, that the following conditions are met:

- The CPE must actually have been deployed pursuant to a MNS service and have been used by the Original End User for a minimum of 90 days prior to title transfer of the Hardware; and
- Following title transfer of the Hardware from the MSP to the Original End User, the CPE must continue to be used in the same fashion as originally deployed by the MSP.
- If the MSP sells or otherwise transfers title to the Hardware portion of the CPE to any entity other than the Original End User, then a new License Fee is due from such entity.

In situations where an MSP desires to redeploy CPE from one end user to another end user, Cisco shall allow the MSP to use Software provided on the redeployed CPE without having to pay a new License Fee, but only for so long as the following conditions are met:

- (a) the MSP must at all times retain title to the Hardware portion of the CPE,
- (b) the new end user must at all times continue receiving MNS services from the MSP, and
- (c) the MSP must at all times hold the license to use the Software provided on the CPE when providing MNS services. Service inspection or reinstatement fees may apply in accordance with Cisco policies.

6. Outsource – Exceptions will apply as follows:

Original Licensee is an end user. If the original licensee is an end user and desires to outsource the operation,



support and maintenance of its network to a third party outsourcing company ("Outsourcer") exclusively for the end user's benefit, and as part of the outsourcing the end user transfers its network assets, including its Cisco Hardware and Software licenses, to the Outsourcer, then the end user may transfer the Software licenses to the Outsourcer without payment of a new License Fee. If the outsourcing relationship with the Outsourcer is terminated and the Outsourcer transfers the network assets back to the original end user, then the applicable Software licenses may also be transferred back to the end user without payment of a new License Fee.

Original Licensee is a Outsourcer. If the original licensee is an Outsourcer in the business of providing network outsourcing services and both the title to the Hardware and the license to the Software provided with such Hardware is held by the Outsourcer as part of its outsourcing services, then Cisco will allow the redeployment of Hardware and the use of the Software provided with such Hardware to another of its end user customers without payment of a new License Fee. Service inspection or reinstatement fees may apply in accordance with Cisco policies.

Conditions of Any Transfer:

Transfers, in any event, shall only be allowed under the following conditions:

- 1 The parties involved in the transfer are not in breach of the agreement governing the use of the Software or any other agreement with Cisco; and
- 2 The parties involved in the transfer shall provide prior written notice to Cisco of a transfer permitted under the Exceptions section above. The transferee shall provide written notice to Cisco that it (i) assumes all of the obligations of the transferor, and (ii) agrees that its use of the Software shall be governed by the terms of the then-current license agreement (including applicable export control restrictions) between Cisco and transferor or, at Cisco's sole discretion, by the terms of Cisco's then-current standard end user license agreement. The transferor shall destroy all copies of the Software (other than the transferee's copy) in its possession at the time of transfer, and provide Cisco with written notice certifying such destruction and agreeing that its license to use the Software has terminated immediately upon such transfer.

The notices required by this Policy to be given by the transferor and transferee to Cisco must be given via the following URL:

- If you wish to transfer Software to another company ("Transferor"), click [here](#).
- If you wish to have Software transferred to your company from another company ("Transferee"), click [here](#).

For More Information

Cisco's end user license agreement can be found [here](#).

Questions?

Any questions or comments regarding this Policy should be sent to swtransfer@cisco.com