CISCO SYSTEMS

GENERAL TERMS AND CONDITIONS
INVENTORY AND REPORTING TOOL SET AGREEMENT

This document describes Cisco's Inventory and Reporting Tool Set ("Inventory Tool"), and the terms and conditions under which you ("you" or "Customer") may (a) use the Inventory Tool, or (b) permit an Authorized Channel to use the Inventory Tool on your behalf, to obtain detailed information about your Cisco equipment and network.

Direct Access from Cisco. If you have purchased or obtained access to the Inventory Tool directly from Cisco, this document is incorporated into your Master Services Agreement (MSA) or other applicable written agreement related to Cisco's provision of services to you. All capitalized terms not defined in the Supplemental Glossary of Terms at the end of this document have the meanings ascribed in the MSA or other applicable written agreement. If not already covered in your MSA or other applicable written agreement, the following documents posted at http://www.cisco.com/go/servicedescriptions also apply to the Inventory Tool: (a) Glossary of Terms, (b) List of Services Not Covered, and (c) Severity and Escalation Guidelines. In the event of a conflict between these General Terms and Conditions and your MSA or other written agreement, these General Terms and Conditions shall govern.

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Summary of Inventory and Reporting Tool Set. The Inventory Tool is a tool that enables Cisco (or an Authorized Channel, as applicable) proactively to collect and analyze data about inventory in a Customer's networks, and provide such information back to the Customer. Specifically:

- The Inventory Tool uses a network profiling software tool called Cisco Network Collector (CNC), for the purposes of collecting information relating to network configuration and inventory.   CNC typically retrieves network data elements in Customer's network in two steps: (1) "Network Discovery" to identify devices on the network (which may include importation of a seed file to shorten the process), and (2) "Inventory Process" to collect data elements from each device discovered in the network.

- Transfer of Customer Network Information to Cisco is enabled through Cisco's Transport Gateway and related software.

- Customer Network Information is processed and stored via an industry standard platform that enables the generation of Inventory Reports accessible to the Customer through Cisco.com.

Cisco Responsibilities and Agreements

- Cisco will store and analyze the Customer Network Information collected in connection with the Inventory Tool, and upon request from Customer, will use commercially reasonable efforts to generate and make available to Customer, via Cisco.com, one or more Inventory Reports.

- Cisco will provide technical support via email (ir-support@cisco.com) as Cisco may deem necessary for Customer to properly install and operate the Inventory Tool. Cisco will also post documentation regarding the Inventory Tool at Cisco.com.

- Cisco may use and store Customer Network Information at Cisco's discretion for commercial and business purposes.

Customer Responsibilities and Agreements

- Customer authorizes Cisco (or an Authorized Channel, as applicable) to run, on one or more computers connected to Customer's network, the Inventory Tool in order to collect, use and analyze Customer Network Information, and to generate reports regarding Customer's network and equipment.

- Customer is responsible for providing and obtaining all hardware and software, as specified by Cisco, necessary to support the Inventory Tool.

- Customer will protect and keep confidential the passwords and other mechanisms provided by Cisco for access to the Inventory Tool; and Customer will not re-host, link, frame or permit any linking or other electronic connection to the Inventory Tool through Customer's web site or otherwise.

- Customer will promptly provide to Cisco any additional information that may be required by Cisco to enable it to generate Inventory Reports.

- Customer will Access the Inventory Tool solely for the purpose of obtaining Inventory Reports about its own network (or for Authorized Channels, the network of its own end user customers), for the purpose of asset management.

- Customer agrees that Cisco may use Customer Network Information to generate Inventory Reports, and for other commercial and business purposes as Cisco deems appropriate. Among other things, Cisco may use Customer Network Information (1) to determine if equipment is covered by Cisco support service agreements, (2) to help Cisco understand Customer's network configuration, and product and development needs, and (3)

to provide proactive support services to Customer through Cisco's Technical Assistance Center.

Termination. Customer acknowledges and agrees that Cisco may, in its discretion at any time, discontinue the Inventory Tool and/or terminate Customer's access to the Inventory Tool and/or Inventory Reports.

License.

Subject to the terms and conditions herein, Cisco grants to Customer a limited, revocable, non-exclusive, non-transferable license, in object code form only, to Access the Inventory Tool and related Documentation.

All title, rights and interest in and to the Inventory Tool and Documentation, including any intellectual property rights contained or embodied therein, is and shall remain the exclusive property of Cisco. Customer agrees not to decompile, disassemble or reverse engineer any software contained in or otherwise associated with the Inventory Tool (except as may be authorized by applicable law notwithstanding this restriction), or make copies of the Documentation other than as permitted by Cisco herein. To the extent required by law, and at Customer's written request, Cisco shall provide Customer with the interface information needed to achieve interoperability between the software related to the Inventory Tool 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.

Access to the Inventory Tool by Customer (or an Authorized Channel, as applicable) is subject to your acceptance of the End User License Agreement (attached as Appendix A and incorporated into these General Terms and Conditions).

Confidential Information.

Cisco and Customer acknowledge that, in connection with access to or use of the Inventory Tool by Customer or an Authorized Channel, Cisco (and the Authorized Channel, as applicable) may obtain information relating to you and your network, which is of a confidential

and proprietary nature ("Confidential Information"). Cisco will at all times keep in trust and confidence all such Confidential Information, and will use such Confidential Information only for Cisco's business purposes, or otherwise as authorized by you; and Cisco will not disclose such Confidential Information to third parties without your prior written consent. Notwithstanding the foregoing, Cisco may disclose your Confidential Information to its contractors, agents, representatives and affiliates who are under appropriate confidentiality obligations and who have a business need to access such information for Cisco's business purposes. The obligations of confidentiality shall not apply to information which (a) has entered the public domain except where such entry is the result of the receiving party's breach of this Authorization; (b) prior to disclosure hereunder was already rightfully in the receiving party's possession; (c) subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information to the receiving party.

The Inventory Tool (and related software) are confidential to Cisco and its licensors. Customer will (a) hold the Inventory Tool (and related software) in confidence, (b) not disclose the contents of the Inventory Tool (and related software) to third parties, and (c) allow access to the Inventory Tool (and related software) only by employees of Customer with a need to know for purposes of Accessing the Inventory Tool (and related software).

Limitation of Liability; Disclaimers; Warranties.

ACCESS TO THE INVENTORY TOOL AND ALL REPORTS, DOCUMENTATION AND OTHER INFORMATION PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. THE INFORMATION COLLECTED AND PROVIDED IN CONNECTION WITH THE INVENTORY TOOL IS NOT REPRESENTED TO BE COMPLETE OR ACCURATE; AND CISCO DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES (EXPRESS OR IMPLIED) RELATING TO THE INVENTORY TOOL AND ALL REPORTS, DOCUMENTATION AND OTHER INFORMATION GENERATED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

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Supplemental Glossary of Terms for Cisco Inventory and Reporting Tool Set

"**Access**" means to access the Inventory Tool for the purpose of generating and analyzing Inventory Reports solely for Customer's internal use.

"**Customer Network Information**" means the information about Customer's network that is collected, stored and analyzed in connection with the Inventory Tool, and may include, without limitation, the following information: configurations (including running configurations and startup configurations), product identification numbers, serial numbers, host names, equipment locations, IP addresses, system contacts, equipment models, feature sets, software versions, hardware versions, installed memory, installed flash, boot versions, chassis series, exceptions to such information (e.g., duplicate host name, duplicate IP address, device running interim release image), slot IDs, card types, card families, firmware versions, and other network and inventory information as deemed appropriate by Cisco.

"**Inventory Report**" means a report generated by Cisco in connection with the Inventory Tool, based on Customer Network Information. The information contained in Inventory Reports may include part or all of the collected Customer Network Information, as well as product alert information and such other information as Cisco deems appropriate.

"**Inventory Tool**" means Cisco's network Inventory and Reporting Tool Set as described herein, which enables Cisco (or an Authorized Channel, as applicable) to run, on one or more computers connected to a Customer's network, the Inventory Tool in order to collect, analyze and provide reports regarding Customer Network Information.

APPENDIX A
TO
GENERAL TERMS AND CONDITIONS OF INVENTORY AND REPORTING TOOL SET

End User License Agreement

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You represent and warrant that you are over 18 years of age, and (if applicable) that you are authorized to accept this agreement on behalf of the organization or entity you represent. This Agreement applies to updates, supplements, add-on components, and Internet-based services components of the Software that Cisco may provide or make available to Customer unless Cisco provides other terms with the update, supplement, add-on component, or Internet-based services component.

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- 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

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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. 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.

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Subject to the limitations and conditions set forth herein, Cisco warrants that commencing from the date of shipment to Customer (but in case of resale by an authorized Cisco reseller, commencing not more than ninety (90) days after original shipment by Cisco), and continuing for a period of the longer of (a) ninety (90) days or (b) the warranty period (if any) expressly set forth as applicable specifically to software in the warranty card accompanying the product of which the Software is a part (the "Product") (if any): (a) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (b) the Software substantially conforms to the Documentation.   The date of shipment of a Product by Cisco is set forth on the packaging material in which the Product is shipped.   Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to the Customer who is the original licensee. Customer's sole and exclusive remedy and the entire liability of Cisco and its suppliers and licensors under this limited warranty will be (i) replacement of defective media and/or (ii) at Cisco's option, repair, replacement, or refund of the purchase price of the Software, in both cases subject to the condition that any error or defect constituting a breach of this limited warranty is reported to Cisco or the party supplying the Software to Customer, if different than Cisco, within the warranty period. Cisco or the party supplying the Software to Customer may, at its option, require return of the Software 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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