

# **End User License Agreement**

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# **Cisco Systems 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.

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

http://www.cisco.com/go/warranty

# Supplemental End User License Agreement for Cisco Systems Content Security Software

IMPORTANT: READ CAREFULLY

This Supplemental End User License Agreement ("SEULA") contains additional terms and conditions for the Software product licensed under the End User License Agreement ("EULA") between You ("You" as used herein means You and the business entity you represent or "Company") and Cisco (collectively, the "Agreement"). Capitalized terms used in this SEULA but not defined will have the meanings assigned to them

in the EULA. To the extent that there is a conflict between the terms and conditions of the EULA and this SEULA, the terms and conditions of this SEULA will take precedence.

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For purposes of this SEULA, the Product name and the Product description You have ordered is any of the following Cisco Systems Email Security Appliance ("ESA"), Cisco Systems Secure Web Appliance and Cisco Systems Security Management Application ("SMA") (collectively, "Content Security") and their Virtual Appliance equivalent ("Software"):

Cisco AsyncOS for Email

Cisco AsyncOS for Web

Cisco AsyncOS for Management

Cisco Email Anti-Spam, Sophos Anti-Virus

Cisco Email Outbreak Filters

Cloudmark Anti-Spam

Cisco Image Analyzer

McAfee Anti-Virus

Cisco Intelligent Multi-Scan

Cisco Data Loss Prevention

Cisco Email Encryption

Cisco Email Delivery Mode

Cisco Web Usage Controls

Cisco Web Reputation

Sophos Anti-Malware

Webroot Anti-Malware

McAfee Anti-Malware

Cisco Email Reporting

Cisco Email Message Tracking

Cisco Email Centralized Quarantine

Cisco Web Reporting

Cisco Web Policy and Configuration Management

Cisco Advanced Web Security Management with Splunk

**Email Encryption for Encryption Appliances** 

Email Encryption for System Generated Bulk Email

Email Encryption and Public Key Encryption for Encryption Appliances

Large Attachment Handling for Encryption Appliances

Secure Mailbox License for Encryption Appliances

### **Definitions**

For purposes of this SEULA, the following definitions apply:

"Company Service" means the Company's email, Internet, security management services provided to End Users for the purposes of conducting Company's internal business.

"End User" means: (1) for the Secure Web Appliance and SMA, the employee, contractor or other agent authorized by Company to access the Internet and the SMA via the Company Service; and (2) for the ESA, the email boxes of the employees, contractors, or other agent authorized by Company to access or use the email services via the Company Service.

"Ordering Document" means the purchase agreement, evaluation agreement, beta, pre-release agreement or similar agreement between the Company and Cisco or the Company and a Cisco reseller, or the valid terms of any purchase order accepted by Cisco in connection therewith, containing the purchase terms for the Software license granted by this Agreement.

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"Services" means Cisco Software Subscription Services.

"Service Description" means the description of the Software Subscription Support Services at https://www.cisco.com/c/en/us/about/legal/service-descriptions.html

"Telemetry Data" means samples of Company's email and web traffic, including data on email message and web request attributes and information on how different types of email messages and web requests were handled by Company's Cisco hardware products. Email message metadata and web requests included in Telemetry Data are anonymized and obfuscated to remove any Personally Identifiable Information.

"Term" means the length of the Software subscription You purchased, as indicated in your Ordering Document.

"Virtual Appliance" means the virtual version of Cisco's email security appliances, Secure Web Appliance, and security management appliances.

"Virtual Machine" means a software container that can run its own operating system and execute applications like a Server.

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