



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER 144867  
PAGE 1 OF 16  
DATE: 3/11/2025

**SUBJECT: CONSIDERATION OF GENERAL TERMS FRAME AGREEMENT AND  
CISCO ENTERPRISE AGREEMENT 3.0 PROGRAM TERMS -  
INFORMATION TECHNOLOGY - CISCO SYSTEMS, INC.**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court consider a General Terms Frame Agreement and Cisco Enterprise Agreement 3.0 Program Terms, for Information Technology, with Cisco Systems, Inc.

**BACKGROUND**

Cisco Systems, Inc. has been a cornerstone of the County’s technology infrastructure since 2010, providing critical networking products and services as part of the Information Technology Department’s ongoing efforts to secure the technology environment and deliver robust network capabilities. Since the implementation of Cisco infrastructure, networking products and services have been competitively procured among authorized Cisco Systems, Inc. resellers on an as-needed basis.

The most recent addition is a security software suite which was purchased through General Datatech LP, a contracted vendor and authorized reseller of Cisco networking products and services. The acquisition of this enterprise agreement enables the delivery of a comprehensive and integrated security solution in support of the County’s mission to meet the increasing demands for data integration services and to strengthen our security posture. This agreement also provides cost savings compared to traditional individual pricing for the same products and services.

The General Terms Frame Agreement establishes the basic legal terms and conditions providing governance over all current and future Cisco-related software subscriptions. The term of the agreement is five (5) years, effective March 11, 2025. Upon expiration of the agreement, either an extension or new terms would be negotiated.

The contract is attached for approval and signature. The Criminal District Attorney’s Office reviewed this contract as to form.

**FISCAL IMPACT**

There is no fiscal impact associated with this item.

SUBMITTED BY	Purchasing	PREPARED BY:	Elaine Johnson, CPPO, CPPB
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP



# General Terms Frame Agreement

This General Terms Frame Agreement is between Cisco Systems, Inc., having a principal place of business at 170 West Tasman Drive, San Jose, California, 95134 (“Cisco”), and Tarrant County, having a principal place of business at 100 E. Weatherford Ave, Fort Worth, TX 76196 (“You”) and are entered into as of the date of last signature below (the “Effective Date”).

## 1. Scope and applicability

- 1.1 This General Terms Frame Agreement (the “General Terms”) governs Your access to, and use of, Cisco Offers and incorporates any Supplemental Terms and Offer Descriptions applicable to Your Order. Capitalized terms are defined in section 14 (Definitions).
- 1.2 You agree to these terms by accessing or using a Cisco Offer, finalizing Your Order or through Your express agreement, whichever happens first. These terms apply independently of any contract You may have with a Cisco Partner.

## 2. Use Rights

- 2.1 **License and right to use.** Cisco grants You, for Your direct benefit, a non-exclusive:
  - (a) license to use Software and Cisco Content; and
  - (b) right to use Subscription Offers, including Cloud Services,in accordance with Your Order or as otherwise agreed in writing (collectively, the “Use Rights”). Your Use Rights are non-transferable (except Software as permitted under the Transfer Policies).
- 2.2 **Limits on usage.** You may not:
  - (a) transfer, sell, sublicense, monetize or provide the functionality of any Cisco Offer to any third party, except as authorized by Cisco;
  - (b) use the Software on second hand or refurbished Cisco devices or use Software licensed for a specific device on a different device unless authorized by Cisco or permitted under the Transfer Policies;
  - (c) remove, change, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks from any Cisco Offer;
  - (d) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of Cisco Offers; or
  - (e) use Cisco Content other than as reasonably needed to exercise Your Use Rights.
- 2.3 **Acceptable use.** You will ensure Your access or use of Software or Subscription Offers does not:
  - (a) violate applicable laws or the rights of any third party; or
  - (b) impede or interfere with the security, stability, availability or performance of any Cloud Service, or any other network or service (e.g., denial-of-service attacks, penetration testing or distribution of malware).
- 2.4 **Suspension.** Cisco may suspend Your access to Software or Subscription Offers if it reasonably believes that You or an Authorized User have materially breached sections 2.2 (Limits on usage) or 2.3 (Acceptable use).
- 2.5 **Use by third parties.** If You permit Authorized Users to access Cisco Offers on Your behalf:
  - (a) You will make sure all Authorized Users follow these terms; and
  - (b) You are liable for any breach of these terms by an Authorized User.
- 2.6 **Interoperability requirements.** If required by law, Cisco will promptly provide the information You request to achieve interoperability between applicable Cisco Offers and another independently created program on terms that reasonably protect Cisco’s proprietary interests.
- 2.7 **Use with third party products.** Cisco does not support or guarantee integration with third party technologies or services unless they are included as part of a Cisco Offer or agreed in writing.
- 2.8 **Changes to Subscription Offers.** Cisco may change its Subscription Offers, typically to enhance them or add features. These changes will not materially reduce the core functionality of the affected Subscription Offers during the Use Term.
- 2.9 **Maintaining Subscription Offers.** Cisco may occasionally perform maintenance of its Subscription Offers which may disrupt the performance or availability of affected Subscription Offers. Cisco will provide advanced notice of planned maintenance when reasonably possible. If Cisco performs emergency maintenance without notice, it will take reasonable steps to reduce any disruption of affected Subscription Offers.
- 2.10 **Open-source technology.** Separate license terms apply to third party open-source technology used in Cisco Offers. Open-source terms are found at [Cisco's Open Source](#) webpage. As long as You use Cisco Offers according

to these General Terms, Cisco's use of open-source technology in Cisco Offers will not impede Your exercise of Use Rights or cause Your software to become subject to an open-source license.

3. Free trials

3.1 **Accessing Free Trials.** Your Approved Source may let You access or use Cisco Offers on a trial, evaluation, beta or other free-of-charge basis ("**Free Trial**"). You may only access or use the Free Trial for the period specified ("**Free Trial Period**") and under any additional terms specified by Your Approved Source in writing. If no Free Trial Period is specified, You may only access or use the Free Trial for 60 days after the Free Trial is available to You. Free Trials may not come with support and may be incomplete or have errors. Unless agreed in writing by Cisco, You will not use the Free Trial in a production environment.

3.2 **Ending Free Trials.** At the end of a Free Trial, You will promptly Return the Cisco Offers as described in the Free Trial terms. Your Approved Source may change or terminate a Free Trial at its discretion with reasonable notice.

3.3 **Continued use and disclaimer.**

- (a) If You continue accessing a Cisco Offer after a Free Trial Period or fail to Return a Cisco Offer, You will pay any applicable fees reasonably charged by Your Approved Source.
- (b) **Unless agreed by Cisco in writing or required by law, Free Trials are provided "AS-IS" without any express or implied warranties.**

4. End of life

4.1 **Notification.** Cisco may end the life of Cisco Offers by providing notice at the End-of-Sale and End-of-Life Products webpage at <https://www.cisco.com/c/en/us/products/eos-eol-listing.html>.

4.2 **Pre-paid Cloud Service.** If Your Approved Source is prepaid a fee for Your use of a Cloud Service that is end of life before Your then-current Use Term ends, Cisco will either (a) provide You with a generally available alternative offer, or (b) if Cisco cannot reasonably provide an alternative offer, it will credit the unused balance of fees paid for the relevant Cloud Service to Your Approved Source or You (if Cisco is the Approved Source) once You Return the Cloud Service.

4.3 **Credit.** Credits issued under section 4.2 (Pre-paid Cloud Service) are calculated from the last date the applicable Cloud Service is available to the end of the applicable Use Term and may be applied only towards the future purchase of Cisco Offers.

5. Paying Your Approved Source

You will pay Your Approved Source all amounts due under Your Orders, including fees for additional consumption of a Subscription Offer or under a Buying Program.

6. Confidentiality

6.1 **General obligation.** Subject to the requirements of the limitations stated in the Texas Public Information Act, a recipient of Confidential Information will protect that Confidential Information using the same standard of care it uses to protect its own confidential information of a similar nature, but no less than a reasonable standard of care. This section 6 (Confidentiality) will not apply to information which:

- (a) is known by the recipient without any confidentiality obligations and/or use restrictions;
- (b) is received from a third party not under an obligation to the owner of such information not to disclose it;
- (c) is or has become public knowledge through no fault of the recipient;
- (d) (4) is disclosed without confidentiality restrictions to any third party by or with the express permission of Discloser; or
- (e) is independently developed by, or for, the recipient without reference to and/or the use of any Confidential Information.

6.2 **Permitted recipients.** A recipient of Confidential Information will not disclose Confidential Information to any third party, except to its employees, Affiliates and contractors who need to know. The recipient is liable for a breach of this section 6 by its permitted recipients and must ensure each of those permitted recipients have written confidentiality obligations at least as restrictive as the recipient's obligations under these terms.

6.3 **Required disclosures.** The recipient may reveal Confidential Information if required by law (including under a court order) but only after it notifies the discloser in writing (if legally permissible). A recipient will reasonably cooperate with a discloser's reasonably requested protective actions, at the discloser's expense.

6.4 **Returning, destroying and retaining Confidential Information.** The recipient will return, delete or destroy all Confidential Information and confirm in writing it has done so within 30 days of the discloser's written request unless retention is required by law or Confidential Information has been stored in a backup system in the ordinary course of business. Retained Confidential Information will continue to be subject to this section 6 for five years, or until the Confidential Information is no longer a trade secret under applicable law.

7. Privacy and security

- 7.1 Cisco respects Your Data and will access and use Data in accordance with the Data Briefs.
- 7.2 In addition, if Cisco processes Personal Data or Customer Content, Cisco will process such data according to:
  - (a) the Data Processing Terms for Personal Data (which are incorporated by reference);
  - (b) the security measures described in Cisco’s Information Security Exhibit;
  - (c) the Privacy Data Sheets applicable to the relevant Cisco Offer; and
  - (d) privacy and data protection laws applicable to Cisco Offers.
- 7.3 You will ensure Your use of Cisco Offers (including collection, processing and use of Customer Content with Cisco Offers) complies with privacy and data protection laws applicable to Your Cisco Offers, including industry-specific requirements. You are also responsible for providing notice to, and getting consents from individuals whose data may be collected, processed, transferred and stored through Your use of Cisco Offers.

8. Ownership of intellectual property

- 8.1 Unless agreed in writing, nothing in these terms transfers ownership in any intellectual property rights. You keep ownership of Customer Content and Cisco keeps ownership of Cisco Offers and Cisco Content.
- 8.2 Cisco may use any feedback You provide in connection with Your use of Cisco Offers.

9. Intellectual property indemnity

- 9.1 **Claims.** Cisco will defend any third-party claim against You asserting that Your valid use of a Cisco Offer infringes a third party’s patent, copyright or registered trademark (the “IP Claim”). Cisco will indemnify You against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, if You:
  - (a) promptly notify Cisco in writing of the IP Claim (but failure to promptly notify Cisco only limits Cisco’s obligations to the extent it is prejudiced by the delay);
  - (b) fully cooperate with Cisco in the defense of the IP Claim; and
  - (c) to the extent permitted by applicable law, grant Cisco the right to exclusively control the defense and settlement of the IP Claim, and any appeal.

Cisco does not have to reimburse You for attorney fees and costs incurred before Cisco receives notification of the IP Claim. You may retain Your own legal representation at Your own expense.

- 9.2 **Additional remedies.** If an IP Claim prevents or is likely to prevent You from accessing or using the applicable Cisco Offer, Cisco will either get the right for You to continue using the Cisco Offer or replace or modify the applicable Cisco Offer with non-infringing functionality that is at least equivalent. If Cisco determines those options are not reasonably available, then Cisco will provide a prorated refund for the impacted Cisco Offer.

- 9.3 **Exclusions.** Cisco has no duty regarding any IP Claim to the extent based on:
  - (a) any designs, specifications or requirements provided by You, or on Your behalf;
  - (b) modification of a Cisco Offer by You, or on Your behalf;
  - (c) the amount or duration of use made of a Cisco Offer, revenue You earned, or services You offered;
  - (d) combination, operation, or use of the Cisco Offer with non-Cisco products, software, content or business processes; or
  - (e) Your failure to change or replace the Cisco Offer as required by Cisco.

- 9.4 To the extent allowed by law, this section 9 states Your only remedy regarding an IP Claim against You.

10. Performance standards

- 10.1 **Service Level Agreement.** Cisco Offers will comply with applicable Service Level Agreements, as set out in the corresponding Offer Description.

- 10.2 **Warranties.** Cisco provides these warranties for Cisco Offers:

Warranty	Cisco Offer		
	Hardware	Software	Subscription Offers
Cisco warrants that the Cisco Offer substantially complies with the Documentation as follows:			
(a) if the Cisco Offer is a Subscription Offer, starting from commencement of the service, for the duration of the services; and	✓	✓	✓
(b) if the Cisco Offer is Hardware or Software, for 90 days from shipment or longer as stated in Documentation, or as set out in Product Warranties__webpage at <a href="http://www.cisco.com/go/warranty">www.cisco.com/go/warranty</a> .			
Cisco warrants it will use commercially reasonable efforts and methods to deliver the Cisco Offer free from Malicious Code.		✓	✓

Cisco warrants that the Cisco Offer is free from defects in material and workmanship for 90 days from shipment or longer as stated in Documentation or as set out in Product Warranties webpage at [www.cisco.com/go/warranty](http://www.cisco.com/go/warranty).



To make a claim for breach of these warranties, promptly notify both Cisco and Cisco Partner (if they are Your Approved Source) within any specified warranty period.

### 10.3 Qualifications

- (a) You may have legal rights in Your country that prohibit or restrict the limitations set out in this section 10. This section 10 applies only to the extent permitted under applicable law.
- (b) Section 10.2 does not apply if Your breach of the General Terms contributes to the breach of warranty, or if the Cisco Offer:
  - (1) has not been used according to its Documentation;
  - (2) has been altered, except by Cisco or its authorized representative;
  - (3) has been subjected to abnormal or improper environmental conditions, accident or negligence, or installation or use inconsistent with Cisco's instructions or the terms on which it is supplied by Cisco;
  - (4) is provided under a Free Trial; or
  - (5) has not been provided by an Approved Source.
- (c) Your sole remedy for breach of a warranty under section 10.2 is, at Cisco's option, either:
  - (1) repair or replacement of the applicable Cisco Offer; or
  - (2) a refund of either:
    - (A) the fees paid for Use Rights in the non-conforming Software;
    - (B) the fees paid for the period in which the Subscription Offer did not conform less any amounts paid or owed under a Service Level Agreement; or
    - (C) the fees paid for the non-conforming Hardware.
- (d) **Except as provided in Section 10.2 above, and to the extent allowed by law, Cisco makes no express or implied warranties of any kind regarding the Cisco Offers. This disclaimer includes any warranty, condition or other term as to merchantability, merchantable quality, fitness for purpose or use, course of dealing, usage of trade, or non-infringement. Cisco does not warrant that Cisco Offers will be secure, uninterrupted or error-free.**

## 11. Liability

**11.1 Excluded liability.** Neither party is liable to the other party for:

- (a) indirect, incidental, reliance, consequential, special or exemplary damages; or
- (b) loss of actual or anticipated revenue, profit, business, savings, data, goodwill or use, business interruption, damaged data, wasted expenditure or delay in delivery (in all cases, whether direct or indirect).

**11.2 Liability cap.** Each party's entire liability for all claims relating to these terms will not exceed the greater of: (a) the fees paid to Cisco for the specific Cisco Offer that is the subject of the claim in the 12 months before the first incident giving rise to such liability; or (b) \$100,000 USD. This cap is cumulative for all claims (not per incident) and applies collectively to each party and its Affiliates (not per Affiliate).

**11.3 Unlimited liability.** Nothing in this section 11 limits or excludes liabilities that cannot be excluded or limited under applicable law, or for:

- (a) bodily injury or death resulting directly from the other party's negligence;
- (b) fraudulent misrepresentation or wilful misconduct;
- (c) breach of confidentiality obligations, unless the breach relates to section 7 (Privacy and security);
- (d) failure to pay for Cisco Offers;
- (e) misuse or misappropriation by a party of the other party's intellectual property rights; or
- (f) failure to comply with export control obligations.

## 12. Term and Termination

**12.1 Term.** These General Terms will commence on the Effective Date and continue for a period of five years.

**12.2 Term of an Order.** Subject to the remainder of this Section 12, the term of an Order will be as specified in that Order. Each Cisco Offer provided under these General Terms will expire at the end of the term specified in the applicable Order, which may be after the termination of these General Terms becoming effective.

- 12.3 **Material breach.** Either party may provide written notice to the other party if the other party materially breaches these General Terms or any written terms otherwise agreed under an affected Order. If the breach remains uncured after 30 days of the date of that notice, the non-breaching party may immediately terminate the affected Orders, in whole or in part.
- 12.4 **Termination for Compliance with Laws.** Cisco may terminate these General Terms and affected Orders immediately upon written notice if continued provision of the Cisco Offers will result in a violation of section 13.6 (Compliance with Laws).
- 12.5 **Effect of termination or expiration.** You will Return applicable Cisco Offers (except any Cisco Offer in which title has transferred to You) at the end of Your Use Term or upon termination of an Order.
13. **General provisions**
- 13.1 **Survival.** Sections 5 (Paying Your Approved Source), 6 (Confidentiality), 7 (Privacy and security), 8 (Ownership of intellectual property), 9 (IP Indemnity), 10 (Performance standards), 11 (Liability), 12 (Term and Termination) and 13 (General provisions) survive termination of these terms.
- 13.2 **No agency.** These terms do not create any agency, partnership, joint venture, or franchise relationship.
- 13.3 **Assignment and subcontracting.**
- (a) Except as set out below, neither party may assign or novate these terms in whole or in part without the other party's written consent which will not be unreasonably withheld. Cisco may assign these terms in connection with the sale of a part of its business, or to its Affiliates if it provides prior written notice to You.
- (b) Cisco may subcontract any performance associated with any Cisco Offer to third parties if such subcontract is consistent with these terms and does not relieve Cisco of any of its obligations under these terms.
- 13.4 **Third party beneficiaries.** These terms do not grant any right or cause of action to any third party.
- 13.5 **Use records.** You will keep reasonable records of your use of the Cisco Offers. You will let Cisco and its auditors who are under a written obligation of confidentiality access records of Your use of the Cisco Offers (including books, systems, and accounts) within 30 days' notice from Cisco. Cisco may not give this notice more than once in any 12-month period and will conduct any audit during Your normal business hours. If the verification process reveals underpayment of fees, You will pay these fees within 30 days.
- 13.6 **Compliance with laws**
- (a) **General.** Cisco will comply with all applicable laws relating to providing Cisco Offers under these terms. You will comply with all applicable laws relating to Your receipt and use of Cisco Offers, including sector-specific requirements and obtaining required licenses or permits (if any).
- (b) **Trade Compliance.** Cisco Offers are subject to US and other export control and sanctions laws around the world. These laws govern the use, transfer, export and re-export of Cisco Offers. Each party will comply with such laws and obtain all licenses or authorizations it is required to maintain. Please refer to Cisco's trade compliance policies at the [General Export Compliance](#) webpage.
- 13.7 **Governing law and venue.** These terms, and any disputes arising from them, are governed by and interpreted in accordance with the laws of the State of Texas, USA, without references to its laws relating to conflicts of law these laws apply despite conflicts of laws rules or the United Nations Convention on Contracts for the International Sale of Goods. Despite the below, either party may seek interim injunctive relief in any court of appropriate jurisdiction regarding any alleged breach of confidentiality obligations or intellectual property or proprietary rights.
- 13.8 **US Government end users**
- (a) **US SLED Government.** These terms govern all access to Software, Subscription Offers and Documentation by US SLED Government end users. No other rights are granted by Cisco.
- (b) **US Federal Government.** The Software, Subscription Offers and Documentation are considered "commercial computer software" and "commercial computer software documentation" under FAR 12.212 and DFARS 227.7202. These terms govern all access to Software, Subscription Offers and Documentation by US Federal Government end users. No other rights are granted by Cisco, but any inconsistency in these terms with federal procurement regulations is not enforceable against the US Federal Government.
- 13.9 **Notice.** Unless provided in these terms, applicable Offer Description, or an Order, notices to Cisco (a) should be sent to Cisco Systems, Legal Department, 170 West Tasman Drive, San Jose, CA 95134 or by email to [contract-notice@cisco.com](mailto:contract-notice@cisco.com), and (b) are considered effective (i) upon delivery, if personally delivered, (ii) the next day, if sent by overnight mail, (iii) 3 business days after deposit, postage prepaid, if mailed, or (iv) the same day receipt is acknowledged, if sent by e-mail. Cisco may deliver notice to You under these terms via email or regular mail,

but it may provide informational notices of a general nature applicable to multiple customers on cisco.com. Legal notices to You at 100 E. Weatherford Ave, Fort Worth, TX 76196.

- 13.10 **Force majeure.** Neither party is responsible for delay or failure to perform its obligations to the extent caused by events beyond a party's reasonable control including severe weather events, acts of God, supply shortages, labor strikes, epidemic, pandemic, acts of government, war, acts of terrorism or the stability or availability of utilities (including electricity and telecommunications). The affected party must make commercially reasonable efforts to mitigate the impact of the force majeure event.
- 13.11 **Insurance.** Cisco agrees to maintain during the term the following insurance: (a) workers' compensation insurance with limits as required by statute, and employer's liability insurance with limits of \$1,000,000; (b) commercial general liability insurance with limits of \$5,000,000 per occurrence and annual aggregate, provided that such limits can be satisfied with any combination of primary and umbrella insurance; (c) automobile liability insurance with limits of \$5,000,000 per accident and annual aggregate, provided that such limits can be satisfied with any combination of primary and umbrella insurance; and (d) Technology E&O insurance which includes coverage for network security, privacy and cyber risks, with limits of \$5,000,000 per claim and annual aggregate. Upon request, Cisco shall provide certificates of insurance as evidence that the required insurance is being maintained.
- 13.12 **Texas Public Information Act.** You advise Cisco that You are a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act ("TPIA") request. Cisco's trade secrets, certain financial information, proprietary information and other information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on You to disclose Cisco's information that is reasonably likely to be subject to an available exception from disclosure, You will (i) promptly notify Cisco of such request for disclosure, and (ii) decline to release such information and file a written request with the Texas Attorney General's office seeking a determination as to whether such information may be withheld.
- 13.13 **Chapters 2271, 2252, and 2274 Texas Government Code Verification.**
- (a) **Boycott of Israel Prohibited.** In compliance with Section 2271.001 et seq. of the Texas Government Code, Cisco verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of these General Terms. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.
  - (b) **Scrutinized Business Operations Prohibited.** In compliance with Section 2252.151 et seq. of the Texas Government Code, Cisco warrants and represents that: (1) neither Cisco nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Cisco nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Cisco nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. Cisco further represents and warrants that neither Cisco nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.
  - (c) **Boycott of Certain Energy Companies Prohibited.** In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Cisco verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of these General Terms. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).
  - (d) **Discrimination against Firearm Entities or Firearm Trade Associations Prohibited.** In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Cisco verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of these General Term against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any

goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

- 13.14 **No waiver.** Failure by either party to enforce any right under these terms will not waive that right.
- 13.15 **Severability.** If any term in these terms is invalid or unenforceable, then the rest of these terms will continue with full force and effect to the extent possible.
- 13.16 **Entire agreement.** These terms are the complete agreement between the parties regarding the subject of these terms and replace all previous communications, understandings or agreements (whether written or oral).
- 13.17 **Translations.** Cisco may provide local language translations of these terms in some locations. Those translations are provided for informational purposes only. If there is any inconsistency in those translations, the English version of these terms will prevail.
- 13.18 **No publicity.** Neither party will use or permit the use of the names, service marks and/or trademarks of the other party or issue any press release or other publications regarding Your use of Cisco Offers without the other party's advance written permission.
- 13.19 **Order of precedence.** Any and all references to the General Terms on any exhibit, website or Order shall mean this negotiated General Terms Frame Agreement.
- (a) If there is any conflict between these General Terms, Supplemental Terms or any Offer Descriptions, the order of precedence (from highest to lowest) is:
- (1) Regional terms;
  - (2) Data Processing Terms;
  - (3) Supplemental Terms (other than Regional Terms);
  - (4) Offer Descriptions;
  - (5) these General Terms; then
  - (6) any applicable Cisco policy referenced in these General Terms.
- (b) As between You and Cisco, these terms prevail over any inconsistencies with Your contract with any Cisco Partner.

14. Definitions

Term	Meaning
<b>Affiliate</b>	Any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where "control" means to: (a) own over 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through voting rights or other lawful means (e.g., a contract that allows control).
<b>Approved Source</b>	Cisco, a Cisco Partner, or a fulfillment agent (e.g., public cloud marketplaces) as may be appointed by Cisco from time to time.
<b>Authorized Users</b>	Your users including Affiliates, Your third-party service providers, and each of their respective Users.
<b>Buying Program</b>	Cisco's consumption-based programs for buying Cisco Offers such as the Cisco Enterprise Agreement.
<b>Cisco, we, our or us</b>	Cisco Systems, Inc. or its applicable Affiliates.
<b>Cisco Content</b>	Systems Information and data, materials or other content provided by Cisco directly or through Your Approved Source to You as part of Your access to Cisco Offers.
<b>Cisco Offer</b>	Cisco-branded (a) Hardware, (b) Use Rights in Software or Cloud Services, (c) technical support included in a Subscription Offer and (d) incidental technology and resources.
<b>Cisco Partner</b>	A Cisco authorized reseller, distributor, systems integrator or other third party authorized by Cisco to sell Cisco Offers.
<b>Cloud Service</b>	An on-demand service provided by Cisco accessible via the internet and provides software, platform, infrastructure and network products and services on an 'as-a-service' basis as described in the applicable Offer Description.
<b>Confidential Information</b>	Non-public proprietary information of the discloser obtained by the recipient in connection with these terms, which: (a) is conspicuously marked as confidential if written or clearly stating the information is confidential when (or promptly after) it is verbally disclosed; or (b) is information which by its nature should reasonably be considered confidential whether disclosed in writing or orally.
<b>Customer Content</b>	As defined in the Data Brief at the <a href="#">Customer Content - Data Brief</a> webpage.

Term	Meaning
<b>Data</b>	Personal Data, Customer Content and Systems Information.
<b>Data Briefs</b>	Documents describing each type of Data (e.g., Personal Data, Customer Content and Systems Information) that Cisco Offers collect, how it is collected, and when it is used, available at the <a href="#">Trust Portal</a> webpage.
<b>Data Processing Terms</b>	Cisco's data processing terms in the <a href="#">Data Protection Agreement</a> , or terms agreed between You and Cisco covering the same scope.
<b>Documentation</b>	The technical specifications and use materials officially published by Cisco specifying the functionalities and capabilities of the applicable Cisco Offer as updated from time to time.
<b>Free Trial</b>	As defined in section 3.1 (Accessing free trials).
<b>Free Trial Period</b>	As defined in Section 3.1 (Accessing free trials).
<b>Hardware</b>	Tangible Cisco-branded hardware products as generally available on the Price List. Hardware does not include any tangible product listed on the Price List in the name of a third party.
<b>Information Security Exhibit</b>	A document describing the security measures that Cisco implements to secure Personal Data and Customer Content, available at the <a href="#">Information Security Exhibit</a> webpage.
<b>Malicious Code</b>	Code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software or Cloud Services other than as intended by the Cisco Offer (e.g., as part of Cisco's security products).
<b>Offer Description</b>	A document published by Cisco as an 'Offer Description' that has more information or related terms specific to a Cisco Offer or Buying Program, available at the <a href="#">Product Specific Terms</a> webpage.
<b>Order</b>	The transaction through which You acquire a Cisco Offer from an Approved Source, including through buying and ordering documents, signing an agreement or statement of work, or transacting through an online ordering tool or marketplace.
<b>Personal Data</b>	Any information about, or relating to, an identifiable individual. It includes any information that can be linked to an individual or used to, directly or indirectly, identify an individual, natural person. Further information regarding Personal Data is on the <a href="#">Personal Data - Data Brief</a> webpage.
<b>Price List</b>	The price lists published at Cisco.com corresponding to the Cisco entity that sells the applicable Cisco Offer.
<b>Privacy Data Sheet</b>	The privacy data sheet applicable to a Cisco Offer available on the <a href="#">Trust Portal - Privacy Data Sheet</a> webpage.
<b>Return</b>	Stopping all use of, destroying or returning applicable Cisco Offers to Your Approved Source, as directed by Cisco or Your Approved Source.
<b>Service Level Agreement</b>	The service level agreement applicable to a Subscription Offer (if applicable) as set out in the applicable Offer Description.
<b>Software</b>	Cisco-branded computer programs, including Upgrades and firmware.
<b>Subscription Offer</b>	Cisco Offers provided on a term, or subscription, basis under Your Order.
<b>Supplemental Terms</b>	Any additional terms applicable to Your Order (including those applying to a specific region or Buying Program).
<b>Systems Information</b>	As defined in the <a href="#">Systems Information – Data Brief</a> webpage.
<b>Transfer Policies</b>	Cisco policies for movement of Use Rights as set out in the <a href="#">Cisco Software Transfer and Re-licensing Policy</a> and the <a href="#">Software License Portability Policy</a> .
<b>Upgrades</b>	All updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software.
<b>Use Term</b>	The period You may exercise Use Rights in the Cisco Offer under Your Order.
<b>Use Rights</b>	As set out in section 2.1.
<b>You, Your</b>	The individual or legal entity acquiring access to Cisco Offers.

Each party acknowledges, by signature of its authorized representative, that it has read and agrees to these terms in their entirety.

**Tarrant County**

**Cisco Systems, Inc.**

Authorized Signature

  
Authorized Signature

Print Name

Jenn Baenziger

Title

Authorized Signatory

Date

February 7, 2025

Date

**APPROVED BY LEGAL**

**SIGNED AND EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**COUNTY OF TARRANT  
STATE OF TEXAS**

By: Separate Electronic Signature Page  
Tim O'Hare  
County Judge

APPROVED AS TO FORM:

*Kimberly Colliet Wesley*  
\_\_\_\_\_  
Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.



# Cisco Enterprise Agreement 3.0 Program Terms – End Users

These Cisco Enterprise Agreement 3.0 Program Terms – End Users (“EA Program Terms”) apply when You Order Suites and Add-Ons through the Cisco Enterprise Agreement 3.0 Buying Program (the “EA Program”). Capitalized terms, unless defined in these EA Program Terms, have the meaning in the General Terms.

## 1. Program Overview

- 1.1 EA Program. The EA Program provides You access to certain Software, Cloud Services, and Services offered as Suites and Add-Ons.
- 1.2 Applicable Terms. These EA Program Terms and the Buying Program Offer Descriptions govern the EA Program and are Supplemental Terms to the End User Terms that govern Your Use of the Suites and Add-Ons purchased under the EA Program (“Purchased Suite(s)”). These EA Program Terms must be signed and will be effective the earlier of (a) You placing Your Initial EA Order with an Approved Source, or (b) the date of signature of these EA Program Terms.

## 2. Purchases and Adjustments

- 2.1 Ordering. All purchases under the EA Program will be made through Your Approved Source and all pricing will be provided by Your Approved Source. Your first Order under these EA Program Terms must meet the minimum requirements for the EA Program (“Initial EA Order”). Following Your initial Full Commit Suite purchase in a Portfolio, You may only purchase additional Suites or Add-Ons within that Portfolio through the Approved Source that sold the initial Full Commit Suite within that Portfolio.
- 2.2 Subsequent Purchases. Provided there is at least 12 months remaining in the EA Term, Suites and Add-Ons purchased after Your Initial EA Order will be governed by these EA Program Terms and, by default, co-terminate with the purchases in the Initial EA Order.
- 2.3 Separate Purchases. The following scenarios must be covered under a new EA Program purchase subject to Cisco’s then-current Enterprise Agreement Program Terms – End Users or through a separate purchase outside of the EA Program: (i) Suites and Add-Ons purchased with less than 12 months remaining in the EA Term, (ii) Suites and Add-Ons with a desired Suite Term end date after the EA Term, or (iii) Embedded Software delivered within the last 12 months of or after the end of the EA Term.
- 2.4 Payment Obligations and Growth. You will pay for the EA Commitment for the EA Term and any increases in Use.
  - (A) **True Forward.** Cisco has a process to periodically review, invoice, and adjust Entitlements for increases in Use above Your then-current Entitlement (“True Forward”). At True Forward, if Your Use of a Suite or Add-On is greater than Your then-current Entitlement for the measured Suite or Add-On, then (i) Cisco has the right to invoice for all associated charges for such increased Use over the applicable Entitlement prospectively through the remainder of the Suite Term, (ii) You will pay for all such charges, and (iii) Cisco will adjust Your Entitlement for that Suite or Add-On going-forward to the increased Use level.
    - (1) General. During the Suite Term, the True Forward will, by default, be conducted at the annual anniversary of the Initial EA Order date.
    - (2) Off-Cycle True Forward. If Your Use of a Suite or Add-On exceeds 115% of Your then-current Entitlement (“Exceptional Growth”), Cisco has the right to initiate an

off-cycle True Forward at the next semi-annual anniversary of the Initial EA Order date in addition to Your annual True Forward.

- (B) Adjustments to True Forward Calculation. Certain Full Commit Suites are eligible for value shift, as specified in the Buying Program Offer Descriptions.
- (1) Intra Suite Value Shift. During a True Forward, the remaining value of any purchased but unused Software, Cloud Services, or Services in the applicable Purchased Suite will automatically be applied to offset fees for increased Use within the same Suite.
  - (2) Cross Suite Value Shift. During a True Forward, for a Full Commit Suite, You may apply the remaining value in full or in part of (i) purchased but unused Software, Cloud Services, or Services and (ii) Software, Cloud Services, or Services previously Used that You agree to no longer Use, to offset amounts owed for increased Use in another eligible Suite in the same Portfolio. To take advantage of Cross Suite Value Shift You will need to: (i) have Ordered Suite(s) from the same Approved Source with the same Suite Term end date, and (ii) provide Your Approved Source with 60 days' notice before Your next annual True Forward anniversary.
- 2.5 Price Predictability. True Forward charges will be based on either a: (i) Not-to-Exceed Pricing for Full Commit Suites or (ii) fixed discount for applicable Partial Commit Suites or Add-Ons, in each case as provided to You by Your Approved Source. The pricing and discount terms for specific Suites and Add-Ons apply only to the Approved Source from whom You purchased such Suites and Add-Ons.
- 2.6 Responsibility for Affiliates. Your payment obligation will be based on the EA Commitment by You and any Affiliates that You have identified as participating in this EA Program. You remain responsible for all actions and omissions and payment of all charges incurred by You, any of Your Affiliates, or any other Authorized Users. In addition, You will provide Your Approved Source with an updated list of participating Affiliates to ensure compliance with the EA Program.

### 3. Term and Termination

- 3.1 EA Term. These EA Program Terms will remain in effect until expiration or termination of all the Suites and Add-Ons purchased in Your Initial EA Order ("EA Term").
- 3.2 Termination.
- (A) Either party may terminate these EA Program Terms (or Use of specific Suites or Add-Ons, as applicable) if the other party materially breaches the Applicable Terms, and that party does not cure the breach within 30 days of written notice from the non-breaching party. If You materially breach the Applicable Terms (including for non-payment of undisputed fees to the Approved Source), Cisco may also suspend Your access to the EA Program (including Use of specific Suites or Add-Ons, or resources such as the Cisco EA Tool) after providing You notice and an opportunity to cure as set forth in this section.
  - (B) Except as required by law or Section 3.2(a) above, these EA Program Terms and any Orders accepted under the EA Program may not be cancelled or terminated.
- 3.3 Consequences of Termination or Expiration of a Suite Term.
- (A) Upon expiration of the Suite Term or termination pursuant to Section 3.2(a), all rights to Use the affected Suites and Add-Ons, or the Cisco EA Tool and resources available as part of the Suites and Add-Ons, will terminate.
  - (B) If You terminate for Cisco's uncured material breach, Cisco will provide a refund to Your Approved Source for the remaining pro rata portion of amounts prepaid to Cisco for the terminated Purchased Suites and attributable to the period after termination.
  - (C) If Cisco terminates for Your uncured material breach, You will pay all unpaid fees through the end of the then-current Suite Term for all Purchased Suites terminated.
- 3.4 Assignment and Transfer. Neither these EA Program Terms, nor any right or obligation herein, may be assigned or transferred by a party (including under the Cisco Software Transfer and Re-licensing Policy) without the other party's prior written consent, which may not be unreasonably

conditioned, withheld, or delayed. However, to continue providing You with the benefits of the EA Program, Cisco may assign or transfer its obligations (in whole or in part) upon written notice to You in the event of an acquisition of business assets to which these EA Program Terms relate. When validly assigned or transferred, these EA Program Terms will bind and inure to the benefit of the parties and their successors and assigns.

#### 4. Delivery, Tax and Customs

- 4.1 **Delivery.** Cisco will make electronically delivered Software available to You and Your Affiliates in the transaction country of record and You are responsible for distributing such Software across Your organization. Software delivered on newly purchased Hardware will be made available to You and Your Affiliates at the address provided with the purchase order for the Hardware. For purchases of Hardware with Embedded Software, You must use the EA Tool during the setup of Your Cisco Enterprise Agreement.
- 4.2 **Embedded Software.** During the Suite Term, for Purchased Suites that include Embedded Software, the value of Embedded Software may be deducted from the purchase price of the related Hardware from Cisco to Your Approved Source. If You are required to pay an importation fee, Your jurisdiction may use the value of both the Hardware and Embedded Software to calculate the importation fee and related duties. Accordingly, the importation fee on the value of the combined products may be higher than if calculated solely using the price of the Hardware.

#### 5. Interpretation

- 5.1 **Order of Precedence.** If there is any conflict between the EA Program Terms, the Buying Program Offer Descriptions, and the End User Terms, the order of precedence is: the Buying Program Offer Descriptions, these EA Program Terms, Offer Descriptions or Services Descriptions, and then the General Terms or equivalent written agreement between You and Cisco for accessing and using Software and Cloud Services. This order of precedence supersedes the order of precedence in the General Terms for Orders in the EA Program.
- 5.2 **Entire Agreement.** These EA Program Terms, together with the applicable Buying Program Offer Descriptions and End User Terms, are the complete agreement between the parties regarding the purchase of Software, Cloud Services, and Services under the EA Program and supersedes all prior or contemporaneous communications, understandings, or agreements (whether written or oral).

#### 6. Definitions

Term	Meaning
Add-On	An optional Software, Cloud Services, and Services offering that is available as an additional add-on purchase to an underlying Suite, as described in the Buying Program Offer Descriptions.
Applicable Terms	The EA Program Terms, Buying Program Offer Descriptions and End User Terms, as described in Section 1.2.
Buying Program Offer Descriptions	The description of EA Program features applicable to the Software, Cloud Services and Services in the EA Program available at the <a href="#">Offer Descriptions</a> site.
Cisco EA Tool	The applicable platform, website, tool, or portal that Cisco makes available to You under the EA Program from time to time to enable You to: (i) view and manage Your Entitlement and Use of the Suites and Add-Ons; and (ii) access information about the EA Program.
Cross Suite Value Shift	The ability to shift value across eligible Suites as described in Section 2.4(b)(2).
EA Commitment	(i) The initial Entitlement under Your Initial EA Order, (ii) additional Entitlements associated with subsequent purchases of Suites and Add-Ons, and (iii) increases in Use.
Embedded Software	Software that is delivered on newly purchased Hardware.

Term	Meaning
End User Terms	As specified in the Buying Program Offer Descriptions: (i) For Cisco Software and Cloud Services, the <u>General Terms</u> (including applicable <u>Offer Descriptions</u> ), or equivalent written agreement between You and Cisco for accessing and using Software and Cloud Services; and (ii) For Services, the applicable <u>Service Descriptions</u> .
Entitlement	The type, quantity or value, and duration of Suites and Add-Ons that You have committed to acquire (or previously acquired and agreed to cover under the EA Program), as adjusted (e.g., as a result of a True Forward).
Full Commit Suite	A Suite acquired on terms (including duration, price, and quantities) that fulfill the minimum requirements for a 'Full Commit Suite', as set out in the Buying Program Offer Descriptions.
Intra Suite Value Shift	The ability to shift value within an eligible Suite, as described in Section 2.4(b)(1).
Not-to-Exceed Pricing	Pricing model that (i) includes a maximum price and (ii) allows for lower prices if applicable list price decreases.
Partial Commit Suite	A Suite acquired in addition to a corresponding Full Commit Suite, that does not meet the minimum eligibility requirements for a Full Commit Suite.
Portfolio	A standardized grouping of Suites and optional Add-Ons.
Services	Services for the applicable Hardware, Software, or Cloud Services corresponding to the Purchased Suite.
Suite	A defined combination of Software, Cloud Services, and Services made available under the EA Program.
Suite Term	With respect to each Purchased Suite, the duration of the Purchased Suite, commencing on the earliest date any Software, Cloud Services and Services in the Purchased Suite is available for Your Use.
Use	To download, install, activate, provision, enable, or otherwise access or have available Suites and Add-Ons under the EA Program.
You or Your	The individual or legal entity purchasing the Software, Cloud Services, and Services under the EA Program.



### Acceptance

I have read the terms above and understand that these terms will apply to the Purchased Suites.

End User Acceptance	
End User	Tarrant County
Authorized Representative Name	
Authorized Representative Title	
Date	
Signature	

\* This EA is governed by the General Terms Frame Agreement signed separately by the parties.



## TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Consideration of Contract for General Terms Frame Agreement and Cisco Enterprise Agreement 3.0 Program Terms - Information Technology - Cisco Systems, Inc.

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

\*\*\*\*\*

### I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

\*\*\*\*\*

**Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.**

### II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes \_\_\_\_\_ No √

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes \_\_\_\_\_ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

\*\*\*\*\*



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER 144867

PAGE 1 OF 16

DATE: 3/11/2025

**SUBJECT: CONSIDERATION OF GENERAL TERMS FRAME AGREEMENT AND  
CISCO ENTERPRISE AGREEMENT 3.0 PROGRAM TERMS -  
INFORMATION TECHNOLOGY - CISCO SYSTEMS, INC.**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court consider a General Terms Frame Agreement and Cisco Enterprise Agreement 3.0 Program Terms, for Information Technology, with Cisco Systems, Inc.

**BACKGROUND**

Cisco Systems, Inc. has been a cornerstone of the County's technology infrastructure since 2010, providing critical networking products and services as part of the Information Technology Department's ongoing efforts to secure the technology environment and deliver robust network capabilities. Since the implementation of Cisco infrastructure, networking products and services have been competitively procured among authorized Cisco Systems, Inc. resellers on an as-needed basis.

The most recent addition is a security software suite which was purchased through General Datatech LP, a contracted vendor and authorized reseller of Cisco networking products and services. The acquisition of this enterprise agreement enables the delivery of a comprehensive and integrated security solution in support of the County's mission to meet the increasing demands for data integration services and to strengthen our security posture. This agreement also provides cost savings compared to traditional individual pricing for the same products and services.

The General Terms Frame Agreement establishes the basic legal terms and conditions providing governance over all current and future Cisco-related software subscriptions. The term of the agreement is five (5) years, effective March 11, 2025. Upon expiration of the agreement, either an extension or new terms would be negotiated.

The contract is attached for approval and signature. The Criminal District Attorney's Office reviewed this contract as to form.

**FISCAL IMPACT**

There is no fiscal impact associated with this item.

SUBMITTED BY	Purchasing	PREPARED BY:	Elaine Johnson, CPPO, CPPB
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP



# General Terms Frame Agreement

This General Terms Frame Agreement is between Cisco Systems, Inc., having a principal place of business at 170 West Tasman Drive, San Jose, California, 95134 ("Cisco"), and Tarrant County, having a principal place of business at 100 E. Weatherford Ave, Fort Worth, TX 76196 ("You") and are entered into as of the date of last signature below (the "Effective Date").

- 1.1 This General Terms Frame Agreement (the "General Terms") governs Your access to, and use of, Cisco Offers and incorporates any Supplemental Terms and Offer Descriptions applicable to Your Order. Capitalized terms are defined in section 14 (Definitions).
- 1.2 You agree to these terms by accessing or using a Cisco Offer, finalizing Your Order or through Your express agreement, whichever happens first. These terms apply independently of any contract You may have with a Cisco Partner.

## 2. Use Rights

- 2.1 **License and right to use.** Cisco grants You, for Your direct benefit, a non-exclusive:
  - (a) license to use Software and Cisco Content; and
  - (b) right to use Subscription Offers, including Cloud Services,in accordance with Your Order or as otherwise agreed in writing (collectively, the "Use Rights"). Your Use Rights are non-transferable (except Software as permitted under the Transfer Policies).
- 2.2 **Limits on usage.** You may not:
  - (a) transfer, sell, sublicense, monetize or provide the functionality of any Cisco Offer to any third party, except as authorized by Cisco;
  - (b) use the Software on second hand or refurbished Cisco devices or use Software licensed for a specific device on a different device unless authorized by Cisco or permitted under the Transfer Policies;
  - (c) remove, change, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks from any Cisco Offer;
  - (d) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of Cisco Offers; or
  - (e) use Cisco Content other than as reasonably needed to exercise Your Use Rights.
- 2.3 **Acceptable use.** You will ensure Your access or use of Software or Subscription Offers does not:
  - (a) violate applicable laws or the rights of any third party; or
  - (b) impede or interfere with the security, stability, availability or performance of any Cloud Service, or any other network or service (e.g., denial-of-service attacks, penetration testing or distribution of malware).
- 2.4 **Suspension.** Cisco may suspend Your access to Software or Subscription Offers if it reasonably believes that You or an Authorized User have materially breached sections 2.2 (Limits on usage) or 2.3 (Acceptable use).
- 2.5 **Use by third parties.** If You permit Authorized Users to access Cisco Offers on Your behalf:
  - (a) You will make sure all Authorized Users follow these terms; and
  - (b) You are liable for any breach of these terms by an Authorized User.
- 2.6 **Interoperability requirements.** If required by law, Cisco will promptly provide the information You request to achieve interoperability between applicable Cisco Offers and another independently created program on terms that reasonably protect Cisco's proprietary interests.
- 2.7 **Use with third party products.** Cisco does not support or guarantee integration with third party technologies or services unless they are included as part of a Cisco Offer or agreed in writing.
- 2.8 **Changes to Subscription Offers.** Cisco may change its Subscription Offers, typically to enhance them or add features. These changes will not materially reduce the core functionality of the affected Subscription Offers during the Use Term.
- 2.9 **Maintaining Subscription Offers.** Cisco may occasionally perform maintenance of its Subscription Offers which may disrupt the performance or availability of affected Subscription Offers. Cisco will provide advanced notice of planned maintenance when reasonably possible. If Cisco performs emergency maintenance without notice, it will take reasonable steps to reduce any disruption of affected Subscription Offers.
- 2.10 **Open-source technology.** Separate license terms apply to third party open-source technology used in Cisco Offers. Open-source terms are found at [Cisco's Open Source](#) webpage. As long as You use Cisco Offers according

to these General Terms, Cisco's use of open-source technology in Cisco Offers will not Impede Your exercise of Use Rights or cause Your software to become subject to an open-source license.

### 3. Free trials

- 3.1 **Accessing Free Trials.** Your Approved Source may let You access or use Cisco Offers on a trial, evaluation, beta or other free-of-charge basis ("Free Trial"). You may only access or use the Free Trial for the period specified ("Free Trial Period") and under any additional terms specified by Your Approved Source in writing. If no Free Trial Period is specified, You may only access or use the Free Trial for 60 days after the Free Trial is available to You. Free Trials may not come with support and may be incomplete or have errors. Unless agreed in writing by Cisco, You will not use the Free Trial in a production environment.
- 3.2 **Ending Free Trials.** At the end of a Free Trial, You will promptly Return the Cisco Offers as described in the Free Trial terms. Your Approved Source may change or terminate a Free Trial at its discretion with reasonable notice.
- 3.3 **Continued use and disclaimer.**
  - (a) If You continue accessing a Cisco Offer after a Free Trial Period or fail to Return a Cisco Offer, You will pay any applicable fees reasonably charged by Your Approved Source.
  - (b) Unless agreed by Cisco in writing or required by law, Free Trials are provided "AS-IS" without any express or implied warranties.

### 4. End of life

- 4.1 **Notification.** Cisco may end the life of Cisco Offers by providing notice at the End-of-Sale and End-of-Life Products webpage at <https://www.cisco.com/c/en/us/products/eos-eol-listing.html>.
- 4.2 **Pre-paid Cloud Service.** If Your Approved Source is prepaid a fee for Your use of a Cloud Service that is end of life before Your then-current Use Term ends, Cisco will either (a) provide You with a generally available alternative offer, or (b) if Cisco cannot reasonably provide an alternative offer, it will credit the unused balance of fees paid for the relevant Cloud Service to Your Approved Source or You (if Cisco is the Approved Source) once You Return the Cloud Service.
- 4.3 **Credit.** Credits issued under section 4.2 (Pre-paid Cloud Service) are calculated from the last date the applicable Cloud Service is available to the end of the applicable Use Term and may be applied only towards the future purchase of Cisco Offers.

### 5. Paying Your Approved Source

You will pay Your Approved Source all amounts due under Your Orders, including fees for additional consumption of a Subscription Offer or under a Buying Program.

### 6. Confidentiality

- 6.1 **General obligation.** Subject to the requirements of the limitations stated in the Texas Public Information Act, a recipient of Confidential Information will protect that Confidential Information using the same standard of care it uses to protect its own confidential information of a similar nature, but no less than a reasonable standard of care. This section 6 (Confidentiality) will not apply to information which:
  - (a) is known by the recipient without any confidentiality obligations and/or use restrictions;
  - (b) is received from a third party not under an obligation to the owner of such information not to disclose it;
  - (c) is or has become public knowledge through no fault of the recipient;
  - (d) (4) is disclosed without confidentiality restrictions to any third party by or with the express permission of Discloser; or
  - (e) is independently developed by, or for, the recipient without reference to and/or the use of any Confidential Information.
- 6.2 **Permitted recipients.** A recipient of Confidential Information will not disclose Confidential Information to any third party, except to its employees, Affiliates and contractors who need to know. The recipient is liable for a breach of this section 6 by its permitted recipients and must ensure each of those permitted recipients have written confidentiality obligations at least as restrictive as the recipient's obligations under these terms.
- 6.3 **Required disclosures.** The recipient may reveal Confidential Information if required by law (including under a court order) but only after it notifies the discloser in writing (if legally permissible). A recipient will reasonably cooperate with a discloser's reasonably requested protective actions, at the discloser's expense.
- 6.4 **Returning, destroying and retaining Confidential Information.** The recipient will return, delete or destroy all Confidential Information and confirm in writing it has done so within 30 days of the discloser's written request unless retention is required by law or Confidential Information has been stored in a backup system in the ordinary course of business. Retained Confidential Information will continue to be subject to this section 6 for five years, or until the Confidential Information is no longer a trade secret under applicable law.

7. Privacy and security

- 7.1 Cisco respects Your Data and will access and use Data in accordance with the Data Briefs.
- 7.2 In addition, if Cisco processes Personal Data or Customer Content, Cisco will process such data according to:
  - (a) the Data Processing Terms for Personal Data (which are incorporated by reference);
  - (b) the security measures described in Cisco's Information Security Exhibit;
  - (c) the Privacy Data Sheets applicable to the relevant Cisco Offer; and
  - (d) privacy and data protection laws applicable to Cisco Offers.
- 7.3 You will ensure Your use of Cisco Offers (including collection, processing and use of Customer Content with Cisco Offers) complies with privacy and data protection laws applicable to Your Cisco Offers, including industry-specific requirements. You are also responsible for providing notice to, and getting consents from individuals whose data may be collected, processed, transferred and stored through Your use of Cisco Offers.

8. Ownership of intellectual property

- 8.1 Unless agreed in writing, nothing in these terms transfers ownership in any intellectual property rights. You keep ownership of Customer Content and Cisco keeps ownership of Cisco Offers and Cisco Content.
- 8.2 Cisco may use any feedback You provide in connection with Your use of Cisco Offers.

9. Intellectual property indemnity

- 9.1 **Claims.** Cisco will defend any third-party claim against You asserting that Your valid use of a Cisco Offer infringes a third party's patent, copyright or registered trademark (the "IP Claim"). Cisco will indemnify You against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, if You:
  - (a) promptly notify Cisco in writing of the IP Claim (but failure to promptly notify Cisco only limits Cisco's obligations to the extent it is prejudiced by the delay);
  - (b) fully cooperate with Cisco in the defense of the IP Claim; and
  - (c) to the extent permitted by applicable law, grant Cisco the right to exclusively control the defense and settlement of the IP Claim, and any appeal.

Cisco does not have to reimburse You for attorney fees and costs incurred before Cisco receives notification of the IP Claim. You may retain Your own legal representation at Your own expense.

- 9.2 **Additional remedies.** If an IP Claim prevents or is likely to prevent You from accessing or using the applicable Cisco Offer, Cisco will either get the right for You to continue using the Cisco Offer or replace or modify the applicable Cisco Offer with non-infringing functionality that is at least equivalent. If Cisco determines those options are not reasonably available, then Cisco will provide a prorated refund for the impacted Cisco Offer.

- 9.3 **Exclusions.** Cisco has no duty regarding any IP Claim to the extent based on:
  - (a) any designs, specifications or requirements provided by You, or on Your behalf;
  - (b) modification of a Cisco Offer by You, or on Your behalf;
  - (c) the amount or duration of use made of a Cisco Offer, revenue You earned, or services You offered;
  - (d) combination, operation, or use of the Cisco Offer with non-Cisco products, software, content or business processes; or
  - (e) Your failure to change or replace the Cisco Offer as required by Cisco.

- 9.4 To the extent allowed by law, this section 9 states Your only remedy regarding an IP Claim against You.

10. Performance standards

- 10.1 **Service Level Agreement.** Cisco Offers will comply with applicable Service Level Agreements, as set out in the corresponding Offer Description.

- 10.2 **Warranties.** Cisco provides these warranties for Cisco Offers:

Warranty	Cisco Offer		
	Hardware	Software	Subscription Offers
Cisco warrants that the Cisco Offer substantially complies with the Documentation as follows:			
(a) if the Cisco Offer is a Subscription Offer, starting from commencement of the service, for the duration of the services; and	✓	✓	✓
(b) if the Cisco Offer is Hardware or Software, for 90 days from shipment or longer as stated in Documentation, or as set out in Product Warranties__webpage at <a href="http://www.cisco.com/go/warranty">www.cisco.com/go/warranty</a> .			
Cisco warrants it will use commercially reasonable efforts and methods to deliver the Cisco Offer free from Malicious Code.		✓	✓

Cisco warrants that the Cisco Offer is free from defects in material and workmanship for 90 days from shipment or longer as stated in Documentation or as set out in Product Warranties webpage at [www.cisco.com/go/warranty](http://www.cisco.com/go/warranty).



To make a claim for breach of these warranties, promptly notify both Cisco and Cisco Partner (if they are Your Approved Source) within any specified warranty period.

### 10.3 Qualifications

- (a) You may have legal rights in Your country that prohibit or restrict the limitations set out in this section 10. This section 10 applies only to the extent permitted under applicable law.
- (b) Section 10.2 does not apply if Your breach of the General Terms contributes to the breach of warranty, or if the Cisco Offer:
  - (1) has not been used according to its Documentation;
  - (2) has been altered, except by Cisco or its authorized representative;
  - (3) has been subjected to abnormal or improper environmental conditions, accident or negligence, or installation or use inconsistent with Cisco's instructions or the terms on which it is supplied by Cisco;
  - (4) is provided under a Free Trial; or
  - (5) has not been provided by an Approved Source.
- (c) Your sole remedy for breach of a warranty under section 10.2 is, at Cisco's option, either:
  - (1) repair or replacement of the applicable Cisco Offer; or
  - (2) a refund of either:
    - (A) the fees paid for Use Rights in the non-conforming Software;
    - (B) the fees paid for the period in which the Subscription Offer did not conform less any amounts paid or owed under a Service Level Agreement; or
    - (C) the fees paid for the non-conforming Hardware.
- (d) **Except as provided in Section 10.2 above, and to the extent allowed by law, Cisco makes no express or implied warranties of any kind regarding the Cisco Offers. This disclaimer includes any warranty, condition or other term as to merchantability, merchantable quality, fitness for purpose or use, course of dealing, usage of trade, or non-infringement. Cisco does not warrant that Cisco Offers will be secure, uninterrupted or error-free.**

## 11 Liability

### 11.1 Excluded liability. Neither party is liable to the other party for:

- (a) indirect, incidental, reliance, consequential, special or exemplary damages; or
- (b) loss of actual or anticipated revenue, profit, business, savings, data, goodwill or use, business interruption, damaged data, wasted expenditure or delay in delivery (in all cases, whether direct or indirect).

### 11.2 Liability cap. Each party's entire liability for all claims relating to these terms will not exceed the greater of: (a) the fees paid to Cisco for the specific Cisco Offer that is the subject of the claim in the 12 months before the first incident giving rise to such liability; or (b) \$100,000 USD. This cap is cumulative for all claims (not per incident) and applies collectively to each party and its Affiliates (not per Affiliate).

### 11.3 Unlimited liability. Nothing in this section 11 limits or excludes liabilities that cannot be excluded or limited under applicable law, or for:

- (a) bodily injury or death resulting directly from the other party's negligence;
- (b) fraudulent misrepresentation or wilful misconduct;
- (c) breach of confidentiality obligations, unless the breach relates to section 7 (Privacy and security);
- (d) failure to pay for Cisco Offers;
- (e) misuse or misappropriation by a party of the other party's intellectual property rights; or
- (f) failure to comply with export control obligations.

## 12 Term and Termination

### 12.1 Term. These General Terms will commence on the Effective Date and continue for a period of five years.

### 12.2 Term of an Order. Subject to the remainder of this Section 12, the term of an Order will be as specified in that Order. Each Cisco Offer provided under these General Terms will expire at the end of the term specified in the applicable Order, which may be after the termination of these General Terms becoming effective.

- 12.3 **Material breach.** Either party may provide written notice to the other party if the other party materially breaches these General Terms or any written terms otherwise agreed under an affected Order. If the breach remains uncured after 30 days of the date of that notice, the non-breaching party may immediately terminate the affected Orders, in whole or in part.
- 12.4 **Termination for Compliance with Laws.** Cisco may terminate these General Terms and affected Orders immediately upon written notice if continued provision of the Cisco Offers will result in a violation of section 13.6 (Compliance with Laws).
- 12.5 **Effect of termination or expiration.** You will Return applicable Cisco Offers (except any Cisco Offer in which title has transferred to You) at the end of Your Use Term or upon termination of an Order.

13 General provisions

- 13.1 **Survival.** Sections 5 (Paying Your Approved Source), 6 (Confidentiality), 7 (Privacy and security), 8 (Ownership of intellectual property), 9 (IP Indemnity), 10 (Performance standards), 11 (Liability), 12 (Term and Termination) and 13 (General provisions) survive termination of these terms.
- 13.2 **No agency.** These terms do not create any agency, partnership, joint venture, or franchise relationship.
- 13.3 **Assignment and subcontracting.**
- (a) Except as set out below, neither party may assign or novate these terms in whole or in part without the other party's written consent which will not be unreasonably withheld. Cisco may assign these terms in connection with the sale of a part of its business, or to its Affiliates if it provides prior written notice to You.
  - (b) Cisco may subcontract any performance associated with any Cisco Offer to third parties if such subcontract is consistent with these terms and does not relieve Cisco of any of its obligations under these terms.
- 13.4 **Third party beneficiaries.** These terms do not grant any right or cause of action to any third party.
- 13.5 **Use records.** You will keep reasonable records of your use of the Cisco Offers. You will let Cisco and its auditors who are under a written obligation of confidentiality access records of Your use of the Cisco Offers (including books, systems, and accounts) within 30 days' notice from Cisco. Cisco may not give this notice more than once in any 12-month period and will conduct any audit during Your normal business hours. If the verification process reveals underpayment of fees, You will pay these fees within 30 days.
- 13.6 **Compliance with laws**
- (a) **General.** Cisco will comply with all applicable laws relating to providing Cisco Offers under these terms. You will comply with all applicable laws relating to Your receipt and use of Cisco Offers, including sector-specific requirements and obtaining required licenses or permits (if any).
  - (b) **Trade Compliance.** Cisco Offers are subject to US and other export control and sanctions laws around the world. These laws govern the use, transfer, export and re-export of Cisco Offers. Each party will comply with such laws and obtain all licenses or authorizations it is required to maintain. Please refer to Cisco's trade compliance policies at the [General Export Compliance](#) webpage.
- 13.7 **Governing law and venue.** These terms, and any disputes arising from them, are governed by and interpreted in accordance with the laws of the State of Texas, USA, without references to its laws relating to conflicts of law. These laws apply despite conflicts of laws rules or the United Nations Convention on Contracts for the International Sale of Goods. Despite the above, either party may seek interim injunctive relief in any court of appropriate jurisdiction regarding any alleged breach of confidentiality obligations or intellectual property or proprietary rights.
- 13.8 **US Government end users**
- (a) **US SLED Government.** These terms govern all access to Software, Subscription Offers and Documentation by US SLED Government end users. No other rights are granted by Cisco.
  - (b) **US Federal Government.** The Software, Subscription Offers and Documentation are considered "commercial computer software" and "commercial computer software documentation" under FAR 12.212 and DFARS 227.7202. These terms govern all access to Software, Subscription Offers and Documentation by US Federal Government end users. No other rights are granted by Cisco, but any inconsistency in these terms with federal procurement regulations is not enforceable against the US Federal Government.
- 13.9 **Notice.** Unless provided in these terms, applicable Offer Description, or an Order, notices to Cisco (a) should be sent to Cisco Systems, Legal Department, 170 West Tasman Drive, San Jose, CA 95134 or by email to [contract-notice@cisco.com](mailto:contract-notice@cisco.com), and (b) are considered effective (i) upon delivery, if personally delivered, (ii) the next day, if sent by overnight mail, (iii) 3 business days after deposit, postage prepaid, if mailed, or (iv) the same day receipt is acknowledged, if sent by e-mail. Cisco may deliver notice to You under these terms via email or regular mail,

but it may provide informational notices of a general nature applicable to multiple customers on cisco.com. Legal notices to You at 100 E. Weatherford Ave, Fort Worth, TX 76196.

- 13.10 **Force majeure.** Neither party is responsible for delay or failure to perform its obligations to the extent caused by events beyond a party's reasonable control including severe weather events, acts of God, supply shortages, labor strikes, epidemic, pandemic, acts of government, war, acts of terrorism or the stability or availability of utilities (including electricity and telecommunications). The affected party must make commercially reasonable efforts to mitigate the impact of the force majeure event.
- 13.11 **Insurance.** Cisco agrees to maintain during the term the following insurance: (a) workers' compensation insurance with limits as required by statute, and employer's liability insurance with limits of \$1,000,000; (b) commercial general liability insurance with limits of \$5,000,000 per occurrence and annual aggregate, provided that such limits can be satisfied with any combination of primary and umbrella insurance; (c) automobile liability insurance with limits of \$5,000,000 per accident and annual aggregate, provided that such limits can be satisfied with any combination of primary and umbrella insurance; and (d) Technology E&O insurance which includes coverage for network security, privacy and cyber risks, with limits of \$5,000,000 per claim and annual aggregate. Upon request, Cisco shall provide certificates of insurance as evidence that the required insurance is being maintained.
- 13.12 **Texas Public Information Act.** You advise Cisco that You are a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act ("TPIA") request. Cisco's trade secrets, certain financial information, proprietary information and other information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on You to disclose Cisco's information that is reasonably likely to be subject to an available exception from disclosure, You will (i) promptly notify Cisco of such request for disclosure, and (ii) decline to release such information and file a written request with the Texas Attorney General's office seeking a determination as to whether such information may be withheld.
- 13.13 **Chapters 2271, 2252, and 2274 Texas Government Code Verification.**
- (a) **Boycott of Israel Prohibited.** In compliance with Section 2271.001 et seq. of the Texas Government Code, Cisco verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of these General Terms. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.
  - (b) **Scrutinized Business Operations Prohibited.** In compliance with Section 2252.151 et seq. of the Texas Government Code, Cisco warrants and represents that: (1) neither Cisco nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Cisco nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Cisco nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. Cisco further represents and warrants that neither Cisco nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.
  - (c) **Boycott of Certain Energy Companies Prohibited.** In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Cisco verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of these General Terms. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).
  - (d) **Discrimination against Firearm Entities or Firearm Trade Associations Prohibited.** In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Cisco verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of these General Term against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any

goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

- 13.14 **No waiver.** Failure by either party to enforce any right under these terms will not waive that right.
- 13.15 **Severability.** If any term in these terms is invalid or unenforceable, then the rest of these terms will continue with full force and effect to the extent possible.
- 13.16 **Entire agreement.** These terms are the complete agreement between the parties regarding the subject of these terms and replace all previous communications, understandings or agreements (whether written or oral).
- 13.17 **Translations.** Cisco may provide local language translations of these terms in some locations. Those translations are provided for informational purposes only. If there is any inconsistency in those translations, the English version of these terms will prevail.
- 13.18 **No publicity.** Neither party will use or permit the use of the names, service marks and/or trademarks of the other party or issue any press release or other publications regarding Your use of Cisco Offers without the other party's advance written permission.
- 13.19 **Order of precedence.** Any and all references to the General Terms on any exhibit, website or Order shall mean this negotiated General Terms Frame Agreement.
  - (a) If there is any conflict between these General Terms, Supplemental Terms or any Offer Descriptions, the order of precedence (from highest to lowest) is:
    - (1) Regional terms;
    - (2) Data Processing Terms;
    - (3) Supplemental Terms (other than Regional Terms);
    - (4) Offer Descriptions;
    - (5) these General Terms; then
    - (6) any applicable Cisco policy referenced in these General Terms.
  - (b) As between You and Cisco, these terms prevail over any inconsistencies with Your contract with any Cisco Partner.

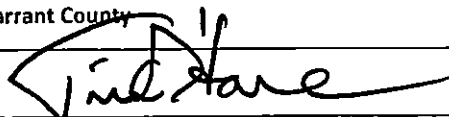
14. Definitions

Term	Meaning
Affiliate	Any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where "control" means to: (a) own over 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through voting rights or other lawful means (e.g., a contract that allows control).
Approved Source	Cisco, a Cisco Partner, or a fulfillment agent (e.g., public cloud marketplaces) as may be appointed by Cisco from time to time.
Authorized Users	Your users including Affiliates, Your third-party service providers, and each of their respective Users.
Buying Program	Cisco's consumption-based programs for buying Cisco Offers such as the Cisco Enterprise Agreement.
Cisco, we, our or us	Cisco Systems, Inc. or its applicable Affiliates.
Cisco Content	Systems information and data, materials or other content provided by Cisco directly or through Your Approved Source to You as part of Your access to Cisco Offers.
Cisco Offer	Cisco-branded (a) Hardware, (b) Use Rights in Software or Cloud Services, (c) technical support included in a Subscription Offer and (d) incidental technology and resources.
Cisco Partner	A Cisco authorized reseller, distributor, systems integrator or other third party authorized by Cisco to sell Cisco Offers.
Cloud Service	An on-demand service provided by Cisco accessible via the internet and provides software, platform, infrastructure and network products and services on an "as-a-service" basis as described in the applicable Offer Description.
Confidential Information	Non-public proprietary information of the discloser obtained by the recipient in connection with these terms, which: <ul style="list-style-type: none"> <li>(a) is conspicuously marked as confidential if written or clearly stating the information is confidential when (or promptly after) it is verbally disclosed; or</li> <li>(b) is information which by its nature should reasonably be considered confidential whether disclosed in writing or orally.</li> </ul>
Customer Content	As defined in the Data Brief at the <a href="#">Customer Content - Data Brief</a> webpage.

Term	Meaning
Data	Personal Data, Customer Content and Systems Information.
Data Briefs	Documents describing each type of Data (e.g., Personal Data, Customer Content and Systems Information) that Cisco Offers collect, how it is collected, and when it is used, available at the <a href="#">Trust Portal</a> webpage.
Data Processing Terms	Cisco's data processing terms in the <a href="#">Data Protection Agreement</a> , or terms agreed between You and Cisco covering the same scope.
Documentation	The technical specifications and use materials officially published by Cisco specifying the functionalities and capabilities of the applicable Cisco Offer as updated from time to time.
Free Trial	As defined in section 3.1 (Accessing free trials).
Free Trial Period	As defined In Section 3.1 (Accessing free trials).
Hardware	Tangible Cisco-branded hardware products as generally available on the Price List. Hardware does not include any tangible product listed on the Price List in the name of a third party.
Information Security Exhibit	A document describing the security measures that Cisco implements to secure Personal Data and Customer Content, available at the <a href="#">Information Security Exhibit</a> webpage.
Malicious Code	Code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software or Cloud Services other than as intended by the Cisco Offer (e.g., as part of Cisco's security products).
Offer Description	A document published by Cisco as an 'Offer Description' that has more information or related terms specific to a Cisco Offer or Buying Program, available at the <a href="#">Product Specific Terms</a> webpage.
Order	The transaction through which You acquire a Cisco Offer from an Approved Source, including through buying and ordering documents, signing an agreement or statement of work, or transacting through an online ordering tool or marketplace.
Personal Data	Any information about, or relating to, an identifiable individual. It includes any information that can be linked to an individual or used to, directly or indirectly, identify an individual, natural person. Further information regarding Personal Data is on the <a href="#">Personal Data - Data Brief</a> webpage.
Price List	The price lists published at Cisco.com corresponding to the Cisco entity that sells the applicable Cisco Offer.
Privacy Data Sheet	The privacy data sheet applicable to a Cisco Offer available on the <a href="#">Trust Portal - Privacy Data Sheet</a> webpage.
Return	Stopping all use of, destroying or returning applicable Cisco Offers to Your Approved Source, as directed by Cisco or Your Approved Source.
Service Level Agreement	The service level agreement applicable to a Subscription Offer (if applicable) as set out in the applicable Offer Description.
Software	Cisco-branded computer programs, including Upgrades and firmware.
Subscription Offer	Cisco Offers provided on a term, or subscription, basis under Your Order.
Supplemental Terms	Any additional terms applicable to Your Order (including those applying to a specific region or Buying Program).
Systems Information	As defined in the <a href="#">Systems Information - Data Brief</a> webpage.
Transfer Policies	Cisco policies for movement of Use Rights as set out in the <a href="#">Cisco Software Transfer and Re-licensing Policy</a> and the <a href="#">Software License Portability Policy</a> .
Upgrades	All updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software.
Use Term	The period You may exercise Use Rights in the Cisco Offer under Your Order.
Use Rights	As set out in section 2.1.
You, Your	The individual or legal entity acquiring access to Cisco Offers.

Each party acknowledges, by signature of its authorized representative, that it has read and agrees to these terms in their entirety.

Tarrant County



Authorized Signature

Tim O'Hare

Print Name

Tarrant County Judge

Title

3/11/2025

Date

Cisco Systems, Inc.



Authorized Signature

Jenn Baenziger

Print Name

Authorized Signatory

Title

February 7, 2025

Date

APPROVED BY LEGAL

SIGNED AND EXECUTED this 11<sup>th</sup> day of March, 2025.

COUNTY OF TARRANT  
STATE OF TEXAS

By: Separate Electronic Signature Page  
Tim O'Hare  
County Judge

APPROVED AS TO FORM:

Kimberly Collist Wesley  
Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.



# Cisco Enterprise Agreement 3.0 Program Terms – End Users

These Cisco Enterprise Agreement 3.0 Program Terms – End Users (“EA Program Terms”) apply when You Order Suites and Add-Ons through the Cisco Enterprise Agreement 3.0 Buying Program (the “EA Program”). Capitalized terms, unless defined in these EA Program Terms, have the meaning in the General Terms.

## 1. Program Overview

- 1.1 EA Program. The EA Program provides You access to certain Software, Cloud Services, and Services offered as Suites and Add-Ons.
- 1.2 Applicable Terms. These EA Program Terms and the Buying Program Offer Descriptions govern the EA Program and are Supplemental Terms to the End User Terms that govern Your Use of the Suites and Add-Ons purchased under the EA Program (“Purchased Suite(s)"). These EA Program Terms must be signed and will be effective the earlier of (a) You placing Your Initial EA Order with an Approved Source, or (b) the date of signature of these EA Program Terms.

## 2. Purchases and Adjustments

- 2.1 Ordering. All purchases under the EA Program will be made through Your Approved Source and all pricing will be provided by Your Approved Source. Your first Order under these EA Program Terms must meet the minimum requirements for the EA Program (“Initial EA Order”). Following Your initial Full Commit Suite purchase in a Portfolio, You may only purchase additional Suites or Add-Ons within that Portfolio through the Approved Source that sold the initial Full Commit Suite within that Portfolio.
- 2.2 Subsequent Purchases. Provided there is at least 12 months remaining in the EA Term, Suites and Add-Ons purchased after Your Initial EA Order will be governed by these EA Program Terms and, by default, co-terminate with the purchases in the Initial EA Order.
- 2.3 Separate Purchases. The following scenarios must be covered under a new EA Program purchase subject to Cisco’s then-current Enterprise Agreement Program Terms – End Users or through a separate purchase outside of the EA Program: (i) Suites and Add-Ons purchased with less than 12 months remaining in the EA Term, (ii) Suites and Add-Ons with a desired Suite Term end date after the EA Term, or (iii) Embedded Software delivered within the last 12 months of or after the end of the EA Term.
- 2.4 Payment Obligations and Growth. You will pay for the EA Commitment for the EA Term and any increases in Use.
  - (A) True Forward. Cisco has a process to periodically review, invoice, and adjust Entitlements for increases in Use above Your then-current Entitlement (“True Forward”). At True Forward, if Your Use of a Suite or Add-On is greater than Your then-current Entitlement for the measured Suite or Add-On, then (i) Cisco has the right to invoice for all associated charges for such increased Use over the applicable Entitlement prospectively through the remainder of the Suite Term, (ii) You will pay for all such charges, and (iii) Cisco will adjust Your Entitlement for that Suite or Add-On going-forward to the increased Use level.
    - (1) General. During the Suite Term, the True Forward will, by default, be conducted at the annual anniversary of the Initial EA Order date.
    - (2) Off-Cycle True Forward. If Your Use of a Suite or Add-On exceeds 115% of Your then-current Entitlement (“Exceptional Growth”), Cisco has the right to initiate an

off-cycle True Forward at the next semi-annual anniversary of the Initial EA Order date in addition to Your annual True Forward.

- (B) Adjustments to True Forward Calculation. Certain Full Commit Suites are eligible for value shift, as specified in the Buying Program Offer Descriptions.
- (1) Intra Suite Value Shift. During a True Forward, the remaining value of any purchased but unused Software, Cloud Services, or Services in the applicable Purchased Suite will automatically be applied to offset fees for increased Use within the same Suite.
  - (2) Cross Suite Value Shift. During a True Forward, for a Full Commit Suite, You may apply the remaining value in full or in part of (i) purchased but unused Software, Cloud Services, or Services and (ii) Software, Cloud Services, or Services previously Used that You agree to no longer Use, to offset amounts owed for increased Use in another eligible Suite in the same Portfolio. To take advantage of Cross Suite Value Shift You will need to: (i) have Ordered Suite(s) from the same Approved Source with the same Suite Term end date, and (ii) provide Your Approved Source with 60 days' notice before Your next annual True Forward anniversary.
- 2.5 Price Predictability. True Forward charges will be based on either a: (i) Not-to-Exceed Pricing for Full Commit Suites or (ii) fixed discount for applicable Partial Commit Suites or Add-Ons, in each case as provided to You by Your Approved Source. The pricing and discount terms for specific Suites and Add-Ons apply only to the Approved Source from whom You purchased such Suites and Add-Ons.
- 2.6 Responsibility for Affiliates. Your payment obligation will be based on the EA Commitment by You and any Affiliates that You have identified as participating in this EA Program. You remain responsible for all actions and omissions and payment of all charges incurred by You, any of Your Affiliates, or any other Authorized Users. In addition, You will provide Your Approved Source with an updated list of participating Affiliates to ensure compliance with the EA Program.

### 3. Term and Termination

- 3.1 EA Term. These EA Program Terms will remain in effect until expiration or termination of all the Suites and Add-Ons purchased in Your Initial EA Order ("EA Term").
- 3.2 Termination.
- (A) Either party may terminate these EA Program Terms (or Use of specific Suites or Add-Ons, as applicable) if the other party materially breaches the Applicable Terms, and that party does not cure the breach within 30 days of written notice from the non-breaching party. If You materially breach the Applicable Terms (including for non-payment of undisputed fees to the Approved Source), Cisco may also suspend Your access to the EA Program (including Use of specific Suites or Add-Ons, or resources such as the Cisco EA Tool) after providing You notice and an opportunity to cure as set forth in this section.
  - (B) Except as required by law or Section 3.2(a) above, these EA Program Terms and any Orders accepted under the EA Program may not be cancelled or terminated.
- 3.3 Consequences of Termination or Expiration of a Suite Term.
- (A) Upon expiration of the Suite Term or termination pursuant to Section 3.2(a), all rights to Use the affected Suites and Add-Ons, or the Cisco EA Tool and resources available as part of the Suites and Add-Ons, will terminate.
  - (B) If You terminate for Cisco's uncured material breach, Cisco will provide a refund to Your Approved Source for the remaining pro rata portion of amounts prepaid to Cisco for the terminated Purchased Suites and attributable to the period after termination.
  - (C) If Cisco terminates for Your uncured material breach, You will pay all unpaid fees through the end of the then-current Suite Term for all Purchased Suites terminated.
- 3.4 Assignment and Transfer. Neither these EA Program Terms, nor any right or obligation herein, may be assigned or transferred by a party (including under the Cisco Software Transfer and Re-licensing Policy) without the other party's prior written consent, which may not be unreasonably

conditioned, withheld, or delayed. However, to continue providing You with the benefits of the EA Program, Cisco may assign or transfer its obligations (in whole or in part) upon written notice to You in the event of an acquisition of business assets to which these EA Program Terms relate. When validly assigned or transferred, these EA Program Terms will bind and inure to the benefit of the parties and their successors and assigns.

#### 4. Delivery, Tax and Customs

- 4.1 **Delivery.** Cisco will make electronically delivered Software available to You and Your Affiliates in the transaction country of record and You are responsible for distributing such Software across Your organization. Software delivered on newly purchased Hardware will be made available to You and Your Affiliates at the address provided with the purchase order for the Hardware. For purchases of Hardware with Embedded Software, You must use the EA Tool during the setup of Your Cisco Enterprise Agreement.
- 4.2 **Embedded Software.** During the Suite Term, for Purchased Suites that include Embedded Software, the value of Embedded Software may be deducted from the purchase price of the related Hardware from Cisco to Your Approved Source. If You are required to pay an importation fee, Your jurisdiction may use the value of both the Hardware and Embedded Software to calculate the importation fee and related duties. Accordingly, the importation fee on the value of the combined products may be higher than if calculated solely using the price of the Hardware.

#### 5. Interpretation

- 5.1 **Order of Precedence.** If there is any conflict between the EA Program Terms, the Buying Program Offer Descriptions, and the End User Terms, the order of precedence is: the Buying Program Offer Descriptions, these EA Program Terms, Offer Descriptions or Services Descriptions, and then the General Terms or equivalent written agreement between You and Cisco for accessing and using Software and Cloud Services. This order of precedence supersedes the order of precedence in the General Terms for Orders in the EA Program.
- 5.2 **Entire Agreement.** These EA Program Terms, together with the applicable Buying Program Offer Descriptions and End User Terms, are the complete agreement between the parties regarding the purchase of Software, Cloud Services, and Services under the EA Program and supersedes all prior or contemporaneous communications, understandings, or agreements (whether written or oral).

#### 6. Definitions

Term	Meaning
Add-On	An optional Software, Cloud Services, and Services offering that is available as an additional add-on purchase to an underlying Suite, as described in the Buying Program Offer Descriptions.
Applicable Terms	The EA Program Terms, Buying Program Offer Descriptions and End User Terms, as described in Section 1.2.
Buying Program Offer Descriptions	The description of EA Program features applicable to the Software, Cloud Services and Services in the EA Program available at the <a href="#">Offer Descriptions</a> site.
Cisco EA Tool	The applicable platform, website, tool, or portal that Cisco makes available to You under the EA Program from time to time to enable You to: (i) view and manage Your Entitlement and Use of the Suites and Add-Ons; and (ii) access information about the EA Program.
Cross Suite Value Shift	The ability to shift value across eligible Suites as described in Section 2.4(b)(2).
EA Commitment	(i) The Initial Entitlement under Your Initial EA Order, (ii) additional Entitlements associated with subsequent purchases of Suites and Add-Ons, and (iii) increases in Use.
Embedded Software	Software that is delivered on newly purchased Hardware.

Term	Meaning
End User Terms	As specified in the Buying Program Offer Descriptions: (i) For Cisco Software and Cloud Services, the <u>General Terms</u> (including applicable <u>Offer Descriptions</u> ), or equivalent written agreement between You and Cisco for accessing and using Software and Cloud Services; and (ii) For Services, the applicable <u>Service Descriptions</u> .
Entitlement	The type, quantity or value, and duration of Suites and Add-Ons that You have committed to acquire (or previously acquired and agreed to cover under the EA Program), as adjusted (e.g., as a result of a True Forward).
Full Commit Suite	A Suite acquired on terms (including duration, price, and quantities) that fulfill the minimum requirements for a 'Full Commit Suite', as set out in the Buying Program Offer Descriptions.
Intra Suite Value Shift	The ability to shift value within an eligible Suite, as described in Section 2.4(b)(1).
Not-to-Exceed Pricing	Pricing model that (i) includes a maximum price and (ii) allows for lower prices if applicable list price decreases.
Partial Commit Suite	A Suite acquired in addition to a corresponding Full Commit Suite, that does not meet the minimum eligibility requirements for a Full Commit Suite.
Portfolio	A standardized grouping of Suites and optional Add-Ons.
Services	Services for the applicable Hardware, Software, or Cloud Services corresponding to the Purchased Suite.
Suite	A defined combination of Software, Cloud Services, and Services made available under the EA Program.
Suite Term	With respect to each Purchased Suite, the duration of the Purchased Suite, commencing on the earliest date any Software, Cloud Services and Services in the Purchased Suite is available for Your Use.
Use	To download, install, activate, provision, enable, or otherwise access or have available Suites and Add-Ons under the EA Program.
You or Your	The individual or legal entity purchasing the Software, Cloud Services, and Services under the EA Program.



### Acceptance

I have read the terms above and understand that these terms will apply to the Purchased Suites.

End User Acceptance	
End User	Tarrant County
Authorized Representative Name	Tim O'Hare
Authorized Representative Title	Tarrant County Judge
Date	2/11/2025
Signature	

\* This EA is governed by the General Terms Frame Agreement signed separately by the parties.

Consideration of General Terms Frame Agreement and Cisco Enterprise Agreement 3.0 Program  
Terms - Information Technology - Cisco Systems, Inc.

**SIGNED AND EXECUTED** this 11 day of March, 2025.

**COUNTY OF TARRANT  
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal line extending to the right.

Tim O'Hare  
County Judge  
3/17/2025