

# Cisco Networking Academy Maintenance Terms & Conditions

**Last updated 17 January 2013**

Cisco Systems, Inc. ("Cisco") is pleased to offer this Cisco Networking Academy® Maintenance service (the "Service") specified in paragraph 1 ("Scope") below. The Service is offered to academies officially enrolled in the Cisco Networking Academy program ("Academies" and each an "Academy" or "You"), subject to the terms and conditions set forth below (the "Agreement"). By joining or receiving any benefits under the Service, an Academy agrees as follows.

## 1. Scope

The Service offered to Academies is support and maintenance for Cisco® software for the purpose of supporting the Networking Academy™ curricula. The Service comprises: (a) first-level software technical assistance; (b) subject to licensing requirements, access to approved Cisco software; and (c) access to Cisco Connection Online (CCO) information. Additional services may be provided at the sole discretion of Cisco. PLEASE NOTE: Cisco, in its sole discretion, may change, supplement, remove, or altogether cancel the whole or any part of the Service for any reason or no reason. Additional details about the Service are available in the Networking Academy Maintenance Service Datasheet posted in the Equipment Information section of the Cisco Academy Connection ([cisco.netacad.net](http://cisco.netacad.net)) and/or Cisco NetSpace™ ([www.netacad.com](http://www.netacad.com)) websites. Any support or maintenance of Cisco hardware is expressly excluded from the Scope of the Service. Support and maintenance for hardware requires payment of fees and a separate agreement with Cisco or one of its partners. The Service is not intended to take the place of any chargeable support service otherwise commercially available from Cisco or its partners.

## 2. Eligibility

Except where prohibited by applicable law or Cisco has otherwise deemed an Academy ineligible, all Academies are eligible to receive the Service. Academies shall be responsible for nominating instructors or other administrators ("Representatives") who will serve as the points of contact for receiving the Service. Cisco may refuse the appointment of any Representative in its discretion and for any reason. Each Academy shall require its Representative(s) to read and comply with all terms and conditions of this Agreement. Each Academy is liable for any breach of this Agreement by any of its Representatives or by any other third party having access to the Service or other benefits because of the Academy.

## 3. Technical Support Requirements

Requests for the Service must be made through the Networking Academy Support Desk. Contact details or other information necessary for communicating with the Networking Academy Support Desk shall be listed on the Cisco Academy Connection and/or the Cisco NetSpace websites (above). Cisco shall be solely responsible for determining the appropriate service response to any support query. Cisco may, in its sole discretion, escalate queries to its TAC ("Technical Assistance Center") or other technical groups within Cisco. Academies and their Representatives shall provide Cisco with cooperation and assistance as Cisco reasonably requests to facilitate support.

## 4. Software

Cisco, in its discretion, may make software, documentation, or other technology available to Academies as part of the Service. Any software provided in relation to the Service is licensed, not sold. Neither Academies nor their

Representatives may access or download any software for which they do not have a valid license, as determined by Cisco. Without prejudice to other rights and remedies available to Cisco under this Agreement or applicable law, Academies agree to pay Cisco the list price of any software wrongfully downloaded. Software provided in relation to the Service is documented in the Networking Academy Maintenance Image & Hardware Support document and the Curriculum Equipment Lists posted in the Equipment Information section of Cisco Academy Connection and Cisco NetSpace.

Software provided in relation to the Service is subject to the terms of the applicable End-User License Agreement ("EULA") posted on the site where such software is available for download or otherwise provided with the software. In the absence of an EULA posted on the site or otherwise provided with the software these [terms and conditions](#) apply. Academies under valid Networking Academy Maintenance contracts are authorized to use Right to Use (RTU) licenses for specific technology packages and advanced feature sets specified by the Cisco Networking Academy in the Networking Academy Maintenance Image & Hardware Support document and the Curriculum Equipment Lists.

However, notwithstanding the terms of any EULA, all software provided in relation to the Service may only be used by Academies and their Representatives as reasonably necessary for teaching the Cisco Networking Academy curricula. Academies acknowledge and agree that Cisco may use electronic audit mechanisms to determine whether Academies are in compliance with this Agreement.

## **5. Disclaimer of Warranties**

THE SERVICE AND ANY OTHER BENEFITS PROVIDED TO ACADEMIES THERE UNDER ARE PROVIDED ON AN "AS IS" BASIS, AND CISCO DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY A COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. CISCO DOES NOT WARRANT OR REPRESENT THAT THE SERVICE WILL MEET THE NEEDS OF ANY PERSON OR ENTITY.

## **6. Limitation of Liability**

IN NO EVENT SHALL CISCO, ITS AGENTS, OR SUPPLIERS, BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOSS OF USE, LOST DATA, OR ANY OTHER INDIRECT DAMAGES EVEN IF CISCO OR ITS SUPPLIERS HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF. NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF CISCO AND ITS SUPPLIERS UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO TEN THOUSAND DOLLARS (\$10,000). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. YOU ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY REFLECTS PROPER ALLOCATION OF RISK AND FORMS AN ESSENTIAL PART OF THE BARGAIN BETWEEN YOU AND CISCO. Nothing in this Agreement shall limit or exclude Cisco's liability for personal injury or death caused by its negligence or for any other liability that cannot be excluded or limited under applicable law.

## **7. Term and Termination**

The term of this Agreement shall begin on the earlier of the date Cisco provides written notice of an Academy's acceptance in the Service or Academy's use of the Service and shall continue until either: (i) terminated in accordance with the terms and conditions of this Agreement; or (ii) Cisco discontinues, cancels, terminates, or elects not to proceed with the Service. Either party may terminate this Agreement for any reason or no reason at any time without any liability by providing thirty (30)-day written notice to the other party. Cisco may terminate this Agreement effective immediately upon notice to an Academy if Cisco reasonably believes that Academy to have

breached this Agreement. An Academy has no expectation that the Service shall continue for any defined duration or term. Each Academy acknowledges and agrees that Cisco may elect to replace the Service with a fee-based service. Sections 5-11 shall survive any termination or expiration of the Agreement. Academies and Representatives may not bring any claim, suit, or other demand (“Demand”) arising out of or related to the Service (including but not limited to any termination of the Service) more than one (1) year after the event giving rise to the Demand took place.

## 8. Feedback

“Feedback” means suggestions, comments, or other feedback an Academy or Representative provides to Cisco related to the Service. Feedback shall be treated as non-confidential information which Cisco and its agents or contractors are free to use (or not use) in any manner, including but not limited to for developing products or services.

## 9. Confidentiality

The parties shall treat the terms and conditions and the existence of this Agreement as confidential information. Each party shall obtain the other's consent prior to any publication, presentation, public announcement, or press release concerning the existence or terms and conditions of this Agreement.

## 10. Governing Law and Choice of Jurisdiction

This Agreement shall in all respects be governed by and interpreted in accordance with the laws of the State of California excluding its conflict of laws' provisions.

## 11. General Provisions

This Agreement is the final written expression of the dealings between Cisco and each Academy with respect to the subject matter hereof and shall bind their successors and permitted assigns. Any and all modifications of this Agreement must be made by mutual agreement of the parties and must be in writing, signed by each party. This Agreement may not be assigned by an Academy without Cisco's prior written consent. All notices shall be in writing and deemed given when delivered to the email or other address indicated in the registration process. In the event that any provision of this Agreement shall be adjudged illegal or otherwise unenforceable, such provision shall be severed and the entire Agreement shall not fail on account thereof and the balance of the Agreement shall continue in full force and effect.



---

**Americas Headquarters**  
Cisco Systems, Inc.  
San Jose, CA

**Asia Pacific Headquarters**  
Cisco Systems (USA) Pte. Ltd.  
Singapore

**Europe Headquarters**  
Cisco Systems International BV Amsterdam,  
The Netherlands

Cisco has more than 200 offices worldwide. Addresses, phone numbers, and fax numbers are listed on the Cisco Website at [www.cisco.com/go/offices](http://www.cisco.com/go/offices).

Cisco and the Cisco logo are trademarks or registered trademarks of Cisco and/or its affiliates in the U.S. and other countries. To view a list of Cisco trademarks, go to this URL: [www.cisco.com/go/trademarks](http://www.cisco.com/go/trademarks). Third party trademarks mentioned are the property of their respective owners. The use of the word partner does not imply a partnership relationship between Cisco and any other company. (1110R)