



Feed Service Partner Portal Terms of Use

ACCEPTANCE

YOUR USE OF THE ISE FEED SERVICE PARTNER PORTAL (THE "PORTAL") SHALL CONSTITUTE ASSENT TO THESE TERMS OF USE ("TERMS"), AND YOU ARE BINDING YOURSELF AND THE BUSINESS ENTITY THAT YOU REPRESENT TO THE TERMS. IF YOU DO NOT UNCONDITIONALLY AGREE TO THE TERMS, THEN DO NOT USE THE PORTAL, OR SUBMIT INFORMATION TO THE PORTAL.

Definitions

"Endpoint Device" means a computer, smartphone, other mobile device or any network connected device used in conjunction with ISE and its network.

"Endpoint Device Profile" or the "Profile" means the specific attributes of an Endpoint Device submitted to the Feed Service by the users of the Portal to enable ISE to identify and recognize the Endpoint Devices connected to its network.

"Feed Service Partner Portal" or the "Portal" means a site built by Cisco to allow the users of the Portal to submit and contribute Profiles to the Feed Service.

"Feed Service" means the service made available to ISE's customers that automatically downloads the Profiles to enable ISE to recognize an Endpoint Device when such Endpoint Device is connected to the network.

"You" means you or the entity or company that you represent, as a user of the Portal.

Description of the Portal

Cisco operates the Portal to enable You and other authorized users of the Portal to upload Endpoint Device Profile (the "Profile") to the Feed Service for Cisco to approve and subsequently make available the Profiles to all ISE customers. ISE could use these Profiles to identify the endpoint devices connected to its network to allow ISE administrator to set appropriate access policy.

No Unlawful or Prohibited Use

As a condition of Your use of the Portal, You agree not to use the Portal for any purpose that is unlawful or prohibited by these Terms. You may not use the Portal in any manner that could damage, disable, overburden, or impair any Cisco server, or the network connected to any Cisco server, or interfere with any other party's use of the Portal. You may not attempt to gain unauthorized access to the Portal's other accounts, computer systems or networks connected to any Cisco server or to any of the Profiles not created and designed by You, through hacking, password mining or any other means. Violations, including security issues, will be investigated by Cisco and prosecuted to the fullest extent of the law, whether civil or criminal. Cisco may involve and cooperate with law enforcement authorities in prosecuting any users who violate these Terms.

Password and Security

To complete the Profiles submission process, You must provide us with current, complete and accurate information as prompted by the applicable form. You will also choose a password and a user name, or access the Portal with Your CCO credentials and account. You are entirely responsible for maintaining the confidentiality of Your password and account and CCO credentials. You are also entirely responsible for any and all activities that occur under Your account and CCO credentials. Any person using the Portal with Your CCO credentials, Your password and user name is presumed to be You or is presumed to be authorized to act for You. You agree to notify Cisco immediately of any unauthorized use of Your account or any other breach of security. Cisco is not responsible for any loss that You may incur as a result of someone else using Your password or account, whether with or without your knowledge. You may be held liable for losses incurred by Cisco or another party due to someone else using Your account or password. You may not use anyone else's account at any time without the permission of the account holder.

Ownership

The Portal is protected by copyright and other intellectual property rights. Cisco or its licensors own the title, copyright and other intellectual property rights in the Portal. You agree not to reverse engineer, decompile or disassemble the Portal.

Your Submissions

Any Profiles and related information provided by You to Cisco ("Submissions") may be shared by Cisco with other ISE customers. You grant Cisco an unrestricted, irrevocable license to display, use, copy, modify, transmit, translate, reformat, and distribute any Submission you provide to Cisco. Cisco will not pay You for Your Submissions. Cisco reserves the right to remove Your Submissions at any time.

You agree not to upload to the Portal any information, data, text, software, photographs, images or other content that infringes any patent, trademark, trade secret, copyright, confidentiality or other proprietary rights of any third party. You agree to be solely responsible for Your Submissions, including their accuracy, and You warrant that Your Submissions are non-infringing. Cisco is not liable for any claims that arise from the disclosure and sharing of Your Submissions.

Privacy

The Portal is subject to Cisco's Privacy Policy located at http://www.cisco.com/web/siteassets/legal/privacy_full.html, which is expressly incorporated into these Terms by this reference.

Indemnity

You agree to indemnify and hold Cisco, its parents, subsidiaries, affiliates, officers, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Your Submissions, the Profiles created by You, Your use of the Portal, the violation of these Terms, or the infringement by You, or other user of the Portal using Your computer or identity, of any intellectual property or other right of any person or entity.

Warranty Disclaimer

THE PORTAL IS PROVIDED BY CISCO ON AN "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS. CISCO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE PORTAL, INCLUDING WITHOUT LIMITATION THEIR ACCURACY, COMPLETENESS OR RELIABILITY. FURTHER, CISCO DOES NOT WARRANT THAT THE PORTAL WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED.

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CISCO SHALL USE REASONABLE EFFORTS TO PROTECT SUBMISSIONS TO THE PORTAL MADE BY YOU, BUT YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBMISSIONS ARE AT YOUR SOLE RISK, AND CISCO HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO YOUR SUBMISSIONS IN ANY WAY.

Limitation of Liability

In no event will Cisco be liable for any costs of procurement of substitute products or services, lost profits, loss of information or data, or any other special, indirect, consequential, or incidental damages arising in any way out of the use of, or inability to use the ISE Partner Portal, even if You have been advised of the possibility of such damages.

Termination

Cisco may terminate these Terms, or terminate or suspend Your access to the Portal at any time, with or without cause, with or without notice. Without limiting the foregoing, if You violate any of these Terms, Cisco may end Your permission to use the Portal. We may also terminate or suspend your permission to use the Portal if Cisco reasonably believes that You have violated or acted inconsistently with these Terms, or violated our rights or those of another party. Upon such termination or suspension, Your right to use the Portal will immediately cease, and any Submissions You have provided to the Portal may no longer be retrieved. The termination of Your permission to use the Portal shall not terminate any provisions which, by their nature, are intended to survive termination, including but not limited to those relating to indemnification, limitation of liability and proprietary rights.

Changes to these Terms

Cisco reserves the right, at any time, and from time to time, to update, revise, supplement or otherwise modify these Terms and to impose new or additional rules, policies, terms, or conditions on your use of the Portal. Such updates, revisions, supplements, modifications and additional rules, policies, terms and conditions ("Additional Terms") will be effective immediately and incorporated into these Terms. Your continued use of the Terms will be deemed to constitute your acceptance and agreement to any and all such Additional Terms and the amendment of these Terms to incorporate such Additional Terms. Your continued use of the Portal affirms Your agreement to the Terms and any Additional Terms.

Governing Law and Jurisdiction

If You enter into these Terms with Cisco, these Terms shall be governed by the laws of the State of California, without reference to conflict of laws principles, and any disputes arising hereunder shall be subject to the jurisdiction of the California state courts in Santa Clara County, or in the event of federal jurisdiction, the federal courts for the Northern District of California. If You enter into these Terms with a Cisco Affiliate, these Terms shall be governed by the laws of the jurisdiction of incorporation of such Cisco Affiliate, without reference to conflict of laws principles. You consent to the exclusive jurisdiction and venue of the applicable court. Cisco also reserves the right to initiate legal action before any court of competent jurisdiction to protect its intellectual property and other rights

under these Terms. You agree that neither the Uniform Computer Information Transaction Act nor the United Nations Convention on Contracts for the International Sale of Goods will apply to these Terms or your relationship with Cisco.

General Provisions

These Terms constitute the entire agreement between You and Cisco pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between the parties hereto are expressly canceled. Any attempt by You to transfer, assign or delegate these Terms without Cisco's prior written consent shall be null and void. You agree that there shall be no third party beneficiaries to these Terms. If any part of these Terms is legally declared invalid or unenforceable, all other parts of these Terms are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of these Terms. The section headings in these Terms are solely for convenience of reference and have no legal or contractual significance. Cisco's failure to enforce any right or provision in these Terms will not constitute a waiver of such provision, or any other provision of such Terms. Cisco will not be responsible for failures to fulfill any obligations due to causes beyond its control. The provisions of these Terms governing disclaimers of warranties, liability limitation, indemnity obligations, intellectual property rights and governing law and jurisdiction shall survive expiration or termination of these Terms. Any rights not expressly granted herein are reserved.

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