



Cisco IronPort End User License Agreement

この付録は、次の項で構成されています。

- [「Cisco IronPort Systems, LLC Software License Agreement」 \(P.E-1\)](#)

Cisco IronPort Systems, LLC Software License Agreement

NOTICE TO ALL USERS: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT ("AGREEMENT") FOR THE LICENSE OF THE SOFTWARE (AS DEFINED BELOW). BY CLICKING THE ACCEPT BUTTON OR ENTERING "Y" WHEN PROMPTED, YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY, COLLECTIVELY, THE "COMPANY") CONSENT TO BE BOUND BY AND BECOME A PARTY TO THE FOLLOWING AGREEMENT BETWEEN CISCO IRONPORT SYSTEMS, LLC, A DELAWARE CORPORATION ("IRONPORT") AND COMPANY (COLLECTIVELY, THE "PARTIES"). BY CLICKING THE ACCEPT BUTTON OR ENTERING "Y" WHEN PROMPTED, YOU REPRESENT THAT (A) YOU ARE DULY AUTHORIZED TO REPRESENT YOUR COMPANY AND (B) YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF YOUR COMPANY, AND AS SUCH, AN AGREEMENT IS THEN FORMED. IF YOU OR THE COMPANY YOU REPRESENT (COLLECTIVELY, "COMPANY") DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK THE CANCEL BUTTON OR ENTER "N" WHEN PROMPTED AND PROMPTLY (BUT NO LATER THAT THIRTY (30) DAYS OF THE DELIVERY DATE, AS DEFINED BELOW) NOTIFY IRONPORT, OR THE RESELLER FROM WHOM YOU RECEIVED THE SOFTWARE, FOR A FULL REFUND OF THE PRICE PAID FOR THE SOFTWARE.

1. DEFINITIONS

1.1 "Company Service" means the Company's email or internet services provided to End Users for the purposes of conducting Company's internal business and which are enabled via Company's products as described in the purchase agreement, evaluation agreement, beta or pre-release agreement, purchase order, sales quote or other similar agreement between the Company and IronPort or its reseller ("Agreement") and the applicable user interface and IronPort's standard system guide documentation that outlines the system architecture and its interfaces (collectively, the "License Documentation").

1.2 "End User" means the employee, contractor or other agent authorized by Company to access to the Internet or use email services via the Company Service.

1.3 "Service(s)" means (i) the provision of the Software functionality, including Updates and Upgrades, and (ii) the provision of support by IronPort or its reseller, as the case may be.

1.4 "Software" means: (i) IronPort's proprietary software licensed by IronPort to Company along with IronPort's hardware products; (ii) any software provided by IronPort's third-party licensors that is licensed to Company to be implemented for use with IronPort's hardware products; (iii) any other IronPort software module(s) licensed by IronPort to Company along with IronPort's hardware products; and (iv) any and all Updates and Upgrades thereto.

1.5 "Updates" means minor updates, error corrections and bug fixes that do not add significant new functions to the Software, and that are released by IronPort or its third party licensors. Updates are designated by an increase to the Software's release number to the right of the decimal point (e.g., Software 1.0 to Software 1.1). The term Updates specifically excludes Upgrades or new software versions marketed and licensed by IronPort or its third party licensors as a separate product.

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7. **TERM AND TERMINATION.** The term of this Agreement shall be as set forth in the License Documentation (the "Term"). If IronPort defaults in the performance of any material provision of this Agreement or the License Documentation, then Company may terminate this Agreement upon thirty (30) days written notice if the default is not cured during such thirty (30) day period. If Company defaults in the performance of any material provision of this Agreement or the License Documentation, IronPort may terminate this Agreement upon thirty (30) days written notice if the default is not cured during such thirty (30) day notice and without a refund. This Agreement may be terminated by one Party immediately at any time, without notice, upon (i) the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of such Party's debts, (ii) such other Party making a general assignment for the benefit of creditors, or (iii) such other Party's dissolution. The license granted in Section 2 will immediately terminate upon this Agreement's termination or expiration. Within thirty (30) calendar days after termination or expiration of this Agreement, Company will deliver to IronPort or its reseller or destroy all copies of the Software and any other materials or documentation provided to Company by IronPort or its reseller under this Agreement.

8. **U.S. GOVERNMENT RESTRICTED RIGHTS; EXPORT CONTROL.** The Software and accompanying License Documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and accompanying License Documentation by the United States Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. Company acknowledges that the Software and License Documentation must be exported in accordance with U.S. Export Administration Regulations and diversion contrary to U.S. laws is prohibited. Company represents that neither the United States Bureau of Export Administration nor any other federal agency has suspended, revoked or denied Company export privileges. Company represents that Company will not use or transfer the Software for end use relating to any nuclear, chemical or biological weapons, or missile technology unless authorized by the U.S. Government by regulation or specific license. Company acknowledges it is Company's ultimate responsibility to comply with any and all import and export restrictions, and other applicable laws, in the U.S. or elsewhere, and that IronPort or its reseller has no further responsibility after the initial sale to Company within the original country of sale.

9. **MISCELLANEOUS.** This Agreement is governed by the laws of the United States and the State of California, without reference to conflict of laws principles. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of (i) any provision of any present or future law or regulation of the United States or any applicable law that applies to the subject hereof, and (ii) interruptions in the electrical supply, failure of the Internet, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, or any other cause which is beyond the reasonable control of such party. This Agreement and the License Documentation set forth all rights for the user of the Software and is the entire agreement between the parties and supersedes any other communications with respect to the Software and License Documentation. The terms and conditions of this Agreement will prevail, notwithstanding any variance with the License Documentation or any purchase order or other written instrument submitted by a party, whether formally rejected by the other party or not. This Agreement may not be modified except by a written addendum issued by a duly authorized representative of IronPort, except that IronPort may modify the IronPort Privacy Statement at any time, in its discretion, via notification to Company of such modification that will be posted at <http://www.ironport.com/privacy.html>. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by IronPort or a duly

authorized representative of IronPort. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. The parties confirm that it is their wish that this Agreement has been written in the English language only.

10. IRONPORT CONTACT INFORMATION. If Company wants to contact IronPort for any reason, please write to IronPort Systems, Inc., 950 Elm Avenue, San Bruno, California 94066, or call or fax us at tel: 650.989.6500 and fax: 650.989.6543.

