CISCO

DESIGN COMMUNITY PROGRAM AGREEMENT

These Design Community Program terms (the"**Agreement**") govern your access to, use of and participation in the Cisco Design Community Program, including all web pages, sandboxes, forums, communications channels, tools, downloads, support, and other services or events (together the "**Design Community**").   This Agreement is between you ("**You**" or "**Member**") and Cisco Systems, Inc. ("**Cisco**") and applies to you and your company's access to and participation in the Design Community. Cisco and Member may be referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**."

By accepting this Agreement you are representing that you have read and agree to these terms, including Cisco's Privacy Policy, which cover the rules of acceptable use of Cisco web sites, privacy, IP ownership, licensing, disclaimers, limitation on liability and general legal provisions. The Design Community is not available to minors under the age of 13, competitors of Cisco or to any Members who have been suspended or removed from the Design Community by Cisco for any reason.

By agreeing to these terms you represent and warrant that (i) all registration information you submit to the Design Community is truthful and accurate, (ii) you have the right, authority, and capacity to agree to and abide by this Agreement, (iii) you are not a competitor of Cisco, (iv) you are 13 years or older; and (v) your participation in the Design Community will always be in strict accordance with this Agreement.   Cisco reserves the right, but has no obligation, to monitor and take action as needed to ensure your compliance with these terms.

BY PRESSING "I AGREE" AT THE END OF THIS AGREEMENT OR BY ACCESSING CISCO DESIGN COMMUNITY PROGRAMS, PRODUCTS, SOFTWARE, SERVICES AND/OR CONTENT, YOU AGREE TO THESE TERMS. IF YOU DO NOT ACCEPT THIS ENTIRE AGREEEMENT, OR DO NOT HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT, DO NOT PRESS "I AGREE' AND DO NOT ACCESS CISCO DESIGN COMMUNITY PROGRAMS, PRODUCTS, SOFTWARE, SERVICES OR CONTENT. ALL USE OF CISCO DESIGN COMMUNITY PROGRAMS, PRODUCTS, SOFTWARE, SERVICES OR CONTENT IS AT YOUR OWN RISK.

1.   PURPOSE

1.1 Industry Testing, Validation, Discussions and Feedback

The Design Community Program is intended (1) to help facilitate industry discussions and the exchange of ideas on industry problems and new market trends, and (2) to engage customers to test and validate Cisco's incubation projects (which may be in pre-beta or beta stage) before they are productized, and (3) to receive customer feedback on Cisco incubation projects, products, software, services, demonstator units, prototypes, plans or roadmaps, current or future business ideas, technical information, and similar materials ("**Cisco Technology**"). As part of this effort, Member and Cisco intend to engage in consultative-style conversations and brainstorming sessions focusing on pain-point exploration and product market fit, Member testing and validation of Cisco Technology. Participation in this testing, validation, conversations and feedback opportunites between Cisco and Members will be referred to as Cisco's "**Design Community Program**."

Participation in the Design Community Program, and any of its activities, is open to members of Cisco's customer and partner communities. The Design Community Program and its activities specifically exclude any Cisco competitors in the relevant technology spaces, and the competitive status of Members will be continually assessed by Cisco on a case-by-case basis. By signing this Agreement, Member represents that it is not a competitor of Cisco in the areas under discussion, that it does not have any competing interest to that of Cisco in those technology spaces, and that it will notify Cisco if Member's competitive status changes during the course of the Design Community Program. It is the Member's responsibility to notify Cisco of any potential conflicts prior to joining the program and as they arise during the program. Participation in the Design Community Program is conditioned on the terms set forth in this Agreement. Cisco reserves the right to alter or amend the Design Community Program at any time. Both Parties have the right to terminate as set forth in Section 4.1 (Term and Termination) below.

1.2   Member Evaluation

This Agreement contemplates that Cisco may, from time to time, make available to Members, pursuant to Section 2 (Confidentiality), Cisco Technology for review, testing, and evaluation ("**Member Evaluation**"). However, Cisco is under no obligation to make Cisco Technology available to Member or to commercially release Cisco Technology.

1.2.1   **License Grant**. Cisco grants to Member a personal, non-transferable, non-exclusive license (without right to sublicense) to use Cisco Technology solely for Member Evaluation subject to the terms of this Agreement. Member acknowledges and agrees that the Cisco Technology is pre-beta or beta and has not been productized or commercialized. Therefore Member evaluates Cisco Technology at its own risk including use of Cisco technology in a production environment. In no event shall Member use Cisco Technology for the benefit of any third party or for any purpose other than for the purpose of evaluating Cisco Technology and providing Feedback (defined in Section 1.2.3 below) as set forth in this Agreement. Cisco reserves the right, with or without cause and at Cisco's sole discretion, to terminate the Member Evaluation of

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the Cisco Technology or to require a commercial license for its continued use.

1.2.2 **Ownership**.

Member acknowledges that Cisco Technology is temporarily provided to Member for Member Evaluation only and that Cisco retains ownership of all right, title, and interest to Cisco Technology, its design and documentation, and the intellectual property rights therein and thereto (including without limitation, all patent rights, design rights, copyrights, and trade secret rights). Member shall not (i) alter, modify, copy, or in any way reverse engineer, decompile, or disassemble Cisco Technology or its design, make derivative works based upon Cisco Technology, or use Cisco Technology to develop any products, or (ii) sell, license, rent, or transfer Cisco Technology to any third party.

1.2.3. Feedback

As part of the Design Community Program, Member may provide comments, suggestions, feedback, recommendations, derivative works, modifications, enhancements, ideas, reports, identification of defects or deficiencies or other contributions relating to the Cisco Technology ("**Feedback**"). All Feedback conceived, reduced to practice, made, created or developed by Member in the course of, or as a result of, its performance under this Agreement or otherwise are and shall remain the property of Cisco. Member hereby assigns and agrees to assign to Cisco any and all rights, title, and interest (including, without limitation any copyright, patent, trade secret, mask work, show-how, know-how, moral rights, and any and all other intellectual property rights that Member may have in the Feedback. Upon request by Cisco, Member will execute any document, registration or filing required to give effect to the foregoing assignment. Feedback shall not be considered Confidential Information or trade secret information. Cisco may freely use, profit from, disclose, publish, or otherwise exploit such Feedback. For clarity, Cisco shall be free to use Feedback in the further development of its products, services, and technologies without obligation of any kind to Member.

2.   CONFIDENTIALITY

2.1. Confidential Information

As part of the Design Community Program, Cisco may disclose to Member its confidential information, including (i) any Cisco information related to the purpose outlined in Section 1 above; (ii) any Cisco information conspiculously marked as Cisco confidential or proprietary; (iii) any Cisco information clearly identified as confidential or proprietary at the time of oral disclosure, and (iv) any information that Member knows or reasonably should know is Cisco's confidential information, including information concerning Cisco's products, services, demonstrator units, plans or roadmaps, current or future business, technical, business, financial and marketing information, product designs, and prototypes ("**Confidential Information**").

Member will not share its Confidential Information with Cisco and Cisco does not want to receive Member's Confidential Information. The Parties agree that the Design Community program is not an appropriate forum for sharing Member Confidential Information, and that there is no protection for such information disclosed as part of the Design Community Program or its activities. If Member wishes to dislose Confidential information or trade secrets to Cisco, it must occur under a separate mutual nondisclosure agreement or commercial agreement outside of the Design Community Program or its activities.

Member represents and warrants that it is authorized to provide any information it provides as part of the Design Community, that the information is not subject to any confidentiatiliy, trade secret, or other intellectual property protection, and acknowledges that Cisco has no confidentiality or other obligations with respect to such information.

2.2. Cisco's Independent Development

Cisco is actively designing products, services, and technologies that may be discussed during the Design Community Program and its activities, and Cisco may independently develop technologies or products that are targeted to address the industry issues and trends discussed and evaluated as part of the Design Community Program. To help facilitate active discussion, Member will not disclose any trade secrets or Member confidential information as part of the Design Community Program and agrees that Cisco is free to use any Member information it receives as part of the Design Community Program discussions or activities.

Member agrees and acknowledges that Cisco may develop software, harware, technology solutions, and/or service offerings, that are similar to those discussed in the Design Community Program ("**Independent Development**"). Cisco has no obligation to compensate Member for, and that Member has no intellectual property rights in, any such Independent Development.

2.3. Protection

Member shall protect Cisco's Confidential Information to at least the same degree and standard of care that Member protects its own confidential information of like nature, but in no event with less than a reasonable standard of care.

2.4. Confidentiality Period.

Member shall protect the Confidential Information per the terms of this Agreement for a period of five (5) years after the date that Cisco first made such disclosure to Member. Either party may terminate the rest of this Agreement as outlined in Section 5.1 (Term and Termination) below. However, the rights and obligations of this Section 2 (Confidentiality) survive any such termination.

2.5. Return or Destruction

In the event that either party terminates this Agreement, Any licenses granted for Member Evaluation shall terminate and Member shall immediately cease use of the Cisco Technology. Member shall also immediately cease using Cisco's Confidential Information, and return or destroy specific Confidential Information and Cisco Technology within

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14 business days of termination of this Agreement. If requested, Member shall further certify in writing such destruction or return of such Confidential Information and Cisco Technology, including copies, notes or extracts thereof.

2.6. Retained Rights

Cisco retains all rights to its Confidential Information. This agreement does not grant any express or implied license to any trademark, copyright, patent, or similar right. Confidential Information is disclosed "as is" under this agreement. Cisco is not liable for the accuracy or completeness of its Confidential Information.

3. DISCLAIMER OF WARRANTY

ALL CISCO TECHNOLOGY PROVIDED UNDER THIS AGREEMENT IS PROVIDED "AS IS" AND WITHOUT SUPPORT OF ANY KIND. MEMBER ACKNOWLEDGES THAT THE CISCO TECHNOLOGY IS A PROTOTYPE THAT IS NOT COMMERCIALLY AVAILABLE, HAS NOT BEEN TESTED, HAS NOT COMPLETED SECURITY VALIDATION, AND MAY CONTAIN DEFECTS. MEMBER UNDERSTANDS AND ACKNOWLEDGES THAT CISCO TECHNOLOGY PROVIDED HEREUNDER IS NOT IN FINAL FORM OR FULLY FUNCTIONAL, MAY CONTAIN ERRORS, DESIGN FLAWS, OR OTHER PROBLEMS, AND MAY RESULT IN UNPREDICTABLE PERFORMANCE, INCLUDING LOSS OR EXPOSURE OF DATA OR OTHER DAMAGE. TO THE GREATEST EXTENT PERMITTED BY LAW, CISCO DISCLAIMS ALL WARRANTIES IN CONNECTION WITH SUCH CISCO TECHNOLOGY, INCLUDING MODIFICATIONS AND IMPROVEMENTS THERETO, WHETHER EXPRESS, IMPLIED, OR STATUTORY. CISCO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CISCO DOES NOT REPRESENT OR WARRANT THAT ANY CISCO TECHNOLOGY DISCLOSED AS PART OF THIS PROGRAM WILL EVER BE COMMERCIALIZED OR RELEASED IN A PRODUCT OR SERVICE.

4. NO EMERGENCY USE

The Cisco Technology is not intended for time-critical, life safety or emergency use, whether on its own or when interfaced with other systems. The Cisco Technology may be subject to sporadic failures for a variety of reasons beyond Cisco's control, including service provider uptime and Internet outages. MEMBER AGREES THAT IT WILL NOT RELY ON THE CISCO TECHNOLOGY FOR LIFE SAFETY OR EMERGENCY PURPOSES. THE CISCO TECHNOLOGY IS NOT A MONITORED EMERGENCY OR SECURITY SYSTEM.

5. LIMITATION OF LIABILITY

IN NO EVENT SHALL CISCO BE LIABLE TO MEMBER FOR ANY DAMAGES RELATED TO MEMBER'S USE OF CISCO TECHNOLOGY UNDER THIS AGREEMENT, INCLUDING: INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES; LOSS OR DILUTION OF BUSINESS, SALES, OPPORTUNITIES, REVENUES, PROFITS, REPUTATION, OR GOODWILL; LOSS OR CORRUPTION OF DATA; BUSINESS OR SERVICE INTERRUPTION, DISRUPTION, OR DOWNTIME; ANY OTHER DIRECT OR INDIRECT DAMAGES, EVEN IF CISCO HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

6. GENERAL

6.1 Termination

This Agreement is effective until terminated. Either Party may terminate this Agreement, with or without cause, by providing written notice to the other party's legal, compliance, or like department. Cisco may terminate the Design Community Program, Member Review or availability of any Cisco Technology, and this Agreement at any time, by providing notice through the Design Community Program web portal.

6.2 Survival and Enforcement

The rights and obligations with respect to Confidential Information as described in Section 2 will survive the termination or expiration of this Agreement. Each party acknowledges that monetary remedies may be inadequate to protect Confidential Information and that Cisco may seek injunctive relief in the event of any threatened or actual breach of Section 2 (Confidentiality) of this Agreement.

6.3 Governing Law

The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, United States of America, as if performed wholly within the state and without giving effect to the principles of conflict of law. Exclusive jurisdiction and venue for any action arising under this Agreement are the courts located in Santa Clara County, California.

6.4 No Waiver

Failure to enforce any part of this agreement is not a waiver.

6.5 Data Protection

To the extent this Agreement requires processing Cisco data or Member data, the Parties shall collect and process all such data in accordance with all applicable data protection and privacy laws, rules and regulations applicable to a Party and binding on that Party in the performance of its obligations under this Agreement. Furthermore the Parties represent and warrant that they have all of the required authorizations to provide such data to the other Party under this Agreement, and that they will restrict the disclosure of such data to the minimum necessary for the purpose specified in this Agreement. Member hereby agrees to Cisco Online Privacy Statement - Cisco, as amended from time to time, which is incorporated into this Agreement.

6.6 Use of Marks; Publicity

Cisco may identify Member by name, logo, trademark, trade name, or other marks (collectively,

"**Marks**") in any documentation identifying the collective Cisco Design Community, or in identifying the Member on any Cisco Design Community speaking agenda, as applicable. In all other cases, neither Party shall use the Marks of the other Party without such Party's prior written consent. No press release or other public announcements regarding this Agreement will be made without the other Party's prior review and written consent.

6.7   Export and Import Control

Any Cisco Technology supplied by Cisco under this Agreement is subject to export or import controls under the laws and regulations of the United States (U.S.). Member shall comply with such laws and regulations.

6.8   Entire Agreement

This Agreement, including any Addenda, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Agreement. Additional terms may be required to access Cisco Design Community services, contest and events. Cisco reserves the right, at its sole discretion, to modify, amend or terminate its Design Community Program; including any related services, activities and events; and this Agreement at any time, by providing notice through the Design Community Program web page, or through subsequent click through agreements. If Member does not agree with the changes, Member will terminate this Agreement and discontinue use and access of Design Community resources and programs. If Member continues accessing the Cisco Design Community resources, services or activities, Member will be deemed to have accepted the changes to this Agreement.

This Agreement was last updated on September 9, 2021 and is effective immediately.

Download a copy of the Agreement here.