

CISCO SYSTEMS, INC.
Cisco Collaboration Summit 2013
Exhibitor Terms and Conditions

The following terms and conditions apply for Exhibitor's participation in the Event, in addition to any terms in the Event Application. The Application and these terms and conditions constitute the parties' "Agreement." Except where otherwise indicated, capitalized terms have the meanings given them in the Application.

1. **Acceptance.** Exhibitor's participation in the Event is subject to Cisco's sole approval in each case. Cisco may withdraw acceptance at any time by refunding the Exhibitor Fee if Cisco determines that Exhibitor or its products are ineligible or, in the sole discretion of Cisco, detracts from the intent and purpose of the Event. Cisco makes no representations or warranties regarding the number of persons who will attend the Event.
2. **Assignment and Use of Space.**
 - 2.1 **Benefits.** Cisco will provide exhibit space (the "Space") at the Event for Exhibitor to display its approved products and services (the "Exhibit") and any other benefits as specified in the Application or as set forth in the Event manual (the "Manual").
 - 2.2 **Trademark License.** Exhibitor grants to Cisco a royalty-free, non-exclusive, non-transferable license to use and display Exhibitor's name and/or logo ("Marks") in connection with the promotion and production of the Event. Cisco shall use commercially reasonable efforts to comply with Exhibitor's written or electronic guidelines for use of the Marks.
 - 2.3 **Space Assignment, Installation, Occupancy, and Dismantling.** Though Cisco may accommodate Space requests from Exhibitors, Cisco assigns Space in its sole discretion. Cisco may reassign the Space or alter the Event layout or venue at any time for any reason or no reason. The Space is for Exhibitor's use only. Exhibitor may not assign or sublease any portion of the Space, including to an affiliated company, without Cisco's prior written consent. Exhibitor must fully occupy the Space and is solely responsible for all displays, text, graphic, logos, links and content unless Cisco specifies otherwise. Any Space not occupied by the specified deadline, may be reassigned at the discretion of Cisco and all deposits or fees paid shall be forfeited.
 - 2.4 **Use of Space.** Exhibitor will keep its Exhibit open, staffed and accessible at all times during show hours as directed by Cisco. Availability of advertising material or Exhibitor solicitation of any sort shall be restricted to Exhibitor's Space. Exhibitor's Exhibit and other Event activities must be in support of products or services identified on the Application and directly related to Exhibitor's customary business activities. The Exhibitor shall not exhibit or advertise any third party materials. The Exhibitor shall not display, advertise, promote, endorse or market, directly or indirectly, any products, services, solutions or other technologies that in Cisco's sole and absolute discretion, compete with the products, services, solutions or technologies of Cisco or its affiliates. Cisco reserves the right to decline, prohibit or expel an Exhibit/Exhibitor for any violation or suspected violation of the terms herein; this reservation being all inclusive as to persons, things, product, conduct, sounds, etc., included in or related to an Exhibit.
 - 2.5 **Own Risk.** Exhibitor has sole responsibility for any loss of its materials or proprietary information, or any other loss arising out of or resulting from the Live Event. At a Live Event, guards providing perimeter security, if any, are provided as an accommodation to Exhibitors and neither Cisco nor any security provider shall be liable for any failure to prevent losses of any type. Persons visiting, viewing, or otherwise participating in Exhibitor's Space shall be deemed the invitees or licensees of Exhibitor and not of Cisco.
 - 2.6 **Third-Party Contractors.** Cisco may require Exhibitor to use designated third-party contractors to provide certain services ("Required Contractors"), and Exhibitor shall use only Required Contractors for such services. Notwithstanding such designation, Required Contractors and third-party vendors listed in the Manual act solely as

independent contractors. Cisco is not responsible for their performance (or failure to perform), acts, or omissions.

- 2.6 Other Event Payments.** Without limiting or altering Exhibitor's obligations to pay any fees due hereunder, Cisco may apply any payments made by Exhibitor under this Agreement to any obligation that is past due under any other event-related agreement between Exhibitor and Cisco, in which case Cisco will notify Exhibitor of such application.
- 2.7 Protection of Facilities.** Nothing shall be posted on, tacked, nailed, screwed, or otherwise affixed to or written upon columns, walls, floors, or other parts of the Exhibit Space or Live Event venue without permission. Packing, unpacking, and assembly of Exhibits shall be done only in designated areas and in conformity with directions from Cisco personnel, Cisco designated agents, or the convention hall manager or their representatives.

3. Compliance with Laws and Rules.

- 3.1 Laws and Rules.** Exhibitor shall comply with all applicable laws, regulations, and ordinances in connection with its participation in the Event including but not limited to: any marketing or advertising laws and regulations, any applicable privacy or data protection laws, any other terms, conditions, and rules issued by Cisco from time to time in connection with the Event. In addition, Exhibitors participating in the Virtual Event shall comply with the Privacy Policy and Acceptable Use Policy posted on the Virtual Event Web Site. Any violation of such Privacy Policy or Acceptable Use Policy shall be treated as a breach of the terms herein. The use of names and lists captured at the Live Event or provided by Cisco are subject to guidelines set forth in the Manual or as otherwise directed by Cisco. Exhibitor agrees that any collection, disclosure, storage or use of personal information shall be in strict accordance with applicable law and the Privacy Policy (if applicable).
- 3.2 Third-Party Proprietary Rights.** Exhibitor shall not violate any proprietary rights of third parties in connection with its participation in the Event including but not limited to the performance, distribution, or posting of any copyrighted material without a license, assignment, or other legally effective permission. Exhibitor is responsible for ensuring no libelous obscene or offensive material is displayed or made available in the Exhibit Space. Exhibitor further agrees to act in a good faith, professional manner and in accordance with industry standards when interacting with attendees in the Exhibit Space. While Cisco has no responsibility to review Exhibitor's Space, Exhibitor agrees to remove any materials that Cisco determines, in its sole and absolute discretion, is offensive, inappropriate or otherwise may violate the Acceptable Use Agreement (if applicable).
- 3.3 Taxes and Licenses.** Exhibitor is solely responsible for obtaining any licenses and permits (including without limitation, licenses or rights clearances from third parties for documentation, photographs, music or video images or other content displayed or performed at the Event), and payment of all taxes (including sales taxes and use taxes) or other charges applicable to the Event.

4. Cancellation or Termination

- 4.1 Cancellation.** Cisco may cancel all or any part of the Event for any reason or no reason. In such case, Cisco will refund to Exhibitor any fees already paid to Cisco as Exhibitor's sole and exclusive remedy. In addition, Cisco may change, suspend or discontinue any feature or technical aspect of the Event at any time in its sole discretion and such change shall not constitute cancellation by Cisco.
- 4.2 Termination by Exhibitor.** All Event fees are deemed fully earned by Cisco and non-refundable when Exhibitor click-accepts this Agreement online. In the event Exhibitor later desires not to participate in the Event, Exhibitor must notify Cisco in a writing addressed to Gretchen Nakamura (gretnaka@cisco.com), Cisco Systems, 3750 Zanker Road, San Jose, 95134. However, Exhibitor acknowledges the difficulty of determining a precise value for services rendered and expenses

incurred by Cisco for the Event, and of ascertaining damages incurred by Cisco if Exhibitor later desires not to participate in the Event. As such, Exhibitor agrees to pay as liquidated damages the full amount due under this Agreement. The parties expressly agree such damages are not to be deemed or construed as a forfeiture or penalty.

4.3 Termination by Cisco. Cisco may take possession of the Space and terminate Exhibitor's participation in the Event upon Exhibitor's failure to meet any obligations under the Agreement, Manual or any other rules, terms or conditions set forth by Cisco; including but not limited to Exhibitor's failure to pay any amount due hereunder. Any such case is deemed a termination by Exhibitor under this Agreement.

4.4 Force Majeure. Neither Cisco nor its affiliates or employees, or those of the Event venue (collectively the "Event Providers"), shall be held responsible for any delay or failure to perform its obligations under this Agreement or to conduct the Event as currently scheduled to the extent such delay or failure is caused by fire, flood, earthquake, strike, civil disorder, governmental or military authority, acts of God, acts of terrorism, acts of war, epidemics, communication, Internet or utility failures, the availability of the Event venue as a result of the foregoing, or other similar causes beyond the Event Provider's reasonable control. In such instance, Cisco's sole liability to Exhibitor shall be to refund all or a portion of the fees paid by Exhibitor to Cisco, provided that such Force Majeure event occurs prior to the first day of the Event. Cisco has no obligation to refund any portion of the fees during the Event. Similarly, Exhibitor shall not be held responsible for any delay or failure to perform its obligations under this Agreement, to the extent such delay or failure is caused by fire, flood, earthquake, strike, civil disorder, governmental or military authority, acts of God, acts of terrorism, acts of war, epidemics, communication, Internet or utility failures, or other similar causes beyond the Event Provider's reasonable control.

5. **Cisco Materials.** The Manual and any other methodologies or planning materials distributed to Exhibitor related to the planning or execution of the Event(s) ("Organizer Materials") are owned exclusively by and constitute the Confidential Information of Cisco. Cisco grants to Exhibitor a nontransferable, nonexclusive license to use such Organizer Materials solely in connection with Exhibitor's participation in the Event. Exhibitor is responsible for obtaining the Manual or other materials directly from Cisco. Upon completion of the Event or earlier termination of this agreement, Exhibitor must promptly return the Organizer Materials to Cisco upon Cisco's written request. Exhibitor may use but may not sell, rent or distribute lists of Event exhibitors or attendees without Cisco's prior written permission. Organizer Materials are provided AS IS, with all errors, defects and omissions. Cisco disclaims all warranties of title, merchantability or fitness for a particular purpose. For the avoidance of doubt, Cisco shall not be liable for any errors or omissions in the Event show guide, schedule of events or other promotional materials for or about the Event.

6. **Limitation of Liability; Indemnity**

6.1 Except as prohibited by applicable law, under no circumstances shall Cisco, its affiliates and employees, or those of the Event venue (collectively, the "Event Providers") be liable for any indirect, incidental, consequential (including but not limited to lost profits or lost business opportunities), or exemplary damages in connection with the Event, whether or not any Event Provider is apprised of the possibility of such damages. In no event will Cisco's liability hereunder, or otherwise in connection with the Event, exceed the amount actually paid to it by Exhibitor hereunder.

6.3 Exhibitor expressly agrees to indemnify, defend, and hold harmless the Event Providers from and against any and all liability, demands, claims, costs, losses, or damages arising from or related to Exhibitor's participation in the Event, including but not limited to any Exhibitor advertising or

marketing materials, business practices, violation of applicable law (including privacy laws or regulations), negligence, gross negligence or willful misconduct.

7. **Insurance.** Exhibitor shall have in effect worker's compensation insurance (including employer's liability with limits of not less than \$500,000), and commercial general liability (including products and completed operations, independent, contractors, personal injury and blanket contractual liability) insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This coverage must be evidenced by a Certificate of Insurance with a 30-day notice of cancellation provision to the holder and supplied to and naming Cisco Systems, Inc. as additional insured (except workers' compensation) and provided to Cisco at least thirty (30) days before the Event date.
8. **Release.** Exhibitor acknowledges that the Event may be audio- and video-recorded and reproduced in any form (including but not limited to digital or other on-line formats) and hereby authorizes Cisco and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose any such recording, and agrees to execute any additional release presented by Cisco, its licensees, or permittees, in connection with such activity or to give effect to this provision. Exhibitor hereby releases Cisco and its designees from and waives all claims it or its employees, agents, heirs, or assigns may possess, now or in the future, in connection with such activities, and specifically waives any statutory restriction on waivers of future claims or moral rights.

9. General Provisions

- 9.1 **Governing Law.** The laws of the State of California shall govern this Agreement, without giving affect to any conflicts of law principles that would result in the application of the laws of a different jurisdiction. Unless waived by Cisco, the exclusive jurisdiction and venue of any action with respect to the subject matter of this Agreement shall be the state courts of the State of California for the County of Santa Clara or the United States District Court for the Northern District of California and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.
- 9.2 **Severability.** Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
- 9.3 **Waiver.** The waiver by Cisco of a breach of any provision of this Agreement by Exhibitor shall not operate or be construed as a waiver of any other or subsequent breach by Exhibitor.
- 9.4 **No Agency.** Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.
- 9.5 **Survival.** The rights and obligations contained in Sections 3, 4, 5, 6, 8, and 9 will survive any termination or expiration of this Agreement.
- 9.6 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.