

**CISCO SYSTEMS, INC.**  
**Cisco Worldwide Collaboration Partner Summit 2009**  
**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 by Cisco.** Exhibitor's participation in the Event is subject to Cisco's sole and 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 and License Grant.** Subject to the terms and conditions herein and provided full payment of the Exhibitor Fee is received by Cisco, Cisco agrees to permit Exhibitor to display approved products and/or services (the "Exhibit") at an Event location or space approved by Cisco (the "Space").
  - 2.2 **Space Assignment, Installation, Occupancy, and Dismantling.** Though Cisco may consider Exhibitor requests for specific Space locations at the Event, Cisco will assign space in its sole discretion. Exhibitor shall maintain the Exhibit and otherwise perform in strict accordance with any rules and regulations established by Cisco or the venue for the organization and management of the Event (the "Rules"). Cisco may reassign any 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, which may be withheld at Cisco's discretion. Exhibitor must fully occupy the Space, and is solely responsible for furnishing all displays, equipment, carpeting, or similar materials for the Exhibit. Any Space not occupied by the deadline set by Cisco may be reassigned at the discretion of Cisco. Any Exhibitor who fails to occupy and provision the Space as required shall forfeit deposits, fees, and other amounts paid.
  - 2.3 **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.
  - 2.4 **Own Risk.** Exhibitor has sole responsibility for any loss to personal property or data, including but not limited to loss of confidential or proprietary information arising out of or related to the Event. Any security guards working at the Event are provided solely as an accommodation to Exhibitors and Cisco makes no representations or warranties regarding the security of the Space, the Event venue, or any surrounding areas or parking facilities. Neither Cisco nor any contractors of Cisco shall be liable for any loss suffered by Exhibitor. Persons visiting, viewing, or otherwise interacting with Exhibitor's Space or the Exhibit shall be deemed the invitees or licensees of Exhibitor and not of Cisco or the Event venue.

- 2.5 Third-Party Contractors.** Cisco or the Event venue may require Exhibitor to use approved third-party contractors to provide certain services ("Required Contractors") in connection with the Event, and Exhibitor agrees to use only Required Contractors for such services. Notwithstanding the preceding sentence, Required Contractors and any other third-party vendors are independent contractors, and Cisco makes no representations or warranties regarding any services or other deliverables such contractors provide or fail to provide. For the avoidance of doubt, Cisco shall have no liability for any damages caused by such contractors, regardless of the theory of liability.
- 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.** Subject to the Rules, nothing shall be posted on, tacked, nailed, screwed, or otherwise affixed to or written upon columns, walls, floors, or other parts of the Space or Event venue. Packing, unpacking, and assembly of Exhibits shall be done only in designated areas and in conformity with directions from Cisco, its agents, the Event venue authorities, or their assistants.

### 3. Compliance with Laws and Rules.

- 3.1 Laws and Rules.** Exhibitors shall comply with all pertinent laws, codes, and regulations of municipal or other authorities having jurisdiction over the Event venue together with any rules and regulations of the owners and/or operators of the venue. Any usage of names, e-mail addresses, or other personally identifiable information gathered as a result of the Event shall be subject to the privacy and data security requirements established by Cisco for the Event. In the absence of such requirements, Exhibitor may not use any such information for any purpose.
- 3.2 Third-Party Proprietary Rights.** Exhibitor shall not violate or infringe any intellectual property rights including without limitation any copyrights, trademarks, or rights of publicity in connection with Exhibitor's participation in the Event. Exhibitor shall be solely responsible for obtaining all licenses, clearances, or permissions for the display of any content or materials at the Event, and further, shall defend, indemnify, and hold harmless Cisco from and against any loss, damages, suits, or claims (including without limitation reasonable attorney fees and legal costs) arising out of or related to Exhibitor's alleged or actual violation or infringement of intellectual property rights.
- 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 Force Majeure.** Cisco will not be liable for the fulfilment of this Agreement as to the delivery of Space or other services hereunder if non-delivery is due to any of the following causes: by reason of the Event venue being damaged or destroyed by fire, acts of God, public enemy, war or insurrections, strikes, the authority of the law, postponement or cancellation of the event, or for any cause beyond the reasonable control of Cisco. Cisco will, however, in the event of it not being able to hold an Event for any of the above named reasons, reimburse Exhibitor on a pro-rata basis on the amount paid in, less any and all legitimate expenses incurred, such as but not limited to rent, advertising, salaries, and other operating costs.
- 4.2 Termination by Exhibitor.** All Event fees are deemed fully earned by Cisco and non-refundable when due. Termination by Exhibitor must be in writing and is effective

upon receipt by Gretchen Nakamura (gretnaka@cisco.com), Cisco Systems, 3750 Zanker Road, San Jose, 95134. 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 terminates this Agreement or Exhibitor's participation in an 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.** In addition to Cisco's rights to cancel, terminate, or otherwise remove Exhibitor from the Event pursuant to this Agreement, Cisco may take possession of the Space and terminate Exhibitor's participation in the Event if Cisco suspects Exhibitor to be in material breach of this Agreement, the Rules, or other directives of Cisco; including but not limited to Exhibitor's failure to pay for the Space or related services, set up its Exhibit, maintain all exhibited products in good working order, or staff the Space fully and in a timely manner. The occurrence of any such event shall be treated as a termination by Exhibitor, entitling Cisco to liquidated damages as described in the preceding section.

**4.4 Force Majeure.** Cisco shall not 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, the availability of the Event venue or other similar causes beyond the Cisco'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.

5. **Cisco Materials.** Any Event collateral, the Rules, or other planning materials distributed by Cisco for the Event ("Organizer Materials") are the sole property of Cisco and may not be disclosed to any third party or used for any purpose other than the Event. The Organizer Materials are provided on an "AS IS" basis, without warranty of any kind, including but not limited to any warranties of merchantability or fitness for a particular purpose. Upon completion of the Event or earlier termination of this agreement, Exhibitor shall promptly return the Organizer Materials to Cisco upon Cisco's written request.

6. **Limitation of Liability; Indemnity**

**6.1** Under no circumstances shall Cisco, its affiliates, or their employees, officers, directors, agents, or assigns (collectively, the "Event Providers") be liable for any lost profits, lost data, or other indirect, incidental, punitive, consequential, or exemplary damages arising out of or related to the Event, even if any of the Event Providers has been apprised of the possibility of such damages. In no event shall Cisco's liability hereunder, or otherwise in connection with the Event, arising under any theory of liability, exceed the Exhibitor Fee actually paid to Cisco by Exhibitor. Without limiting the generality of the foregoing, Cisco is not liable for any errors in any listing or descriptions or for omitting Exhibitor from the Event show guide or other promotional materials. Additionally, Cisco makes no representations or warranties regarding the number of persons or Exhibitors attending the Event.

**6.2** None of the Event Providers are liable to Exhibitor for any damage, loss, harm, or injury to the person, property, or business of Exhibitor, or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the venue or intermediate staging facilities, insufficient participation, accident, or any other reason in connection with the Event or any planning meetings, demonstrations, or stagings except to the extent such liability

arises directly from the gross negligence or willful misconduct of such Event Provider.

**6.3** Exhibitor expressly agrees to indemnify, defend, and hold harmless each and all of the Event Providers from and against any and all liability, demands, claims, suits, damages, costs, losses, or other liability (including without limitation reasonable attorney fees and legal costs) arising from or related to Exhibitor's participation in the Event, Exhibitor's marketing or promotional materials, or any Exhibit.

7. **Insurance.** Exhibitor must carry 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. Such insurance should also name Cisco as an additional insured (excluding workers' compensation coverage). Evidence satisfactory to Cisco of such coverages must be provided to Cisco at least 30 days before the Event date or such other date as Cisco may designate. Exhibitor shall be solely responsible for obtaining insurance to cover any loss or damage to exhibits or other personal property during transit to or from the Event site.
8. **Release.** Exhibitor acknowledges and agrees that all or portions of the Event, including but not limited to Exhibits, Exhibitor staff, and other attendees, may be recorded, photographed, or filmed by Cisco or its agents. Exhibitor agrees that Cisco or its agents may enhance, edit, make derivative works, copy, and reproduce such images or sounds in or for any media (now or hereafter existing, including but not limited to digital formats) and display, broadcast, illustrate, stream, or otherwise use such images or sounds for any lawful purpose. Exhibitor also agrees to execute any additional release presented by Cisco or its agents to effectuate the intent of this provision. Exhibitor hereby waives and releases Cisco and its designees from any and all claims (including but not limited to any claims for compensation) it or its employees, agents, heirs, or assigns may have, now or in the future, in connection with such activities, and specifically waives any statutory restriction on waivers of future claims or moral rights. Exhibitor also grants to Cisco the right to use Exhibitor's name and/or logo in connection with promotion or production of the Event or subsequent events. If practicable, Cisco agrees to modify any usage of Exhibitor's name or logo in violation of Exhibitor's written logo usage guidelines.

## 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. 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 of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.
- 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.** All of Exhibitor's payment obligations and the rights and obligations contained in Sections 2.4, 2.5, 3.1, 3.2, 3.3, 4.1, 4.2, 4.3, and all of Section 5, 6, 8, and 9 shall survive any termination or expiration of this Agreement.

**9.6 Entire Agreement.** This Agreement, including the Rules, 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.