



Cisco Collaboration EMEAR Hackathon

Dear Cisco Partner, we are very excited that you are eligible to participate in the Cisco Collaboration EMEAR Partner Hackathon (the “Hackathon”).

- I. These rules of engagement (the “Rules of Engagement”) constitutes the entire agreement between Cisco and the Partner (“Parties”) with respect to the Hackathon, unless otherwise specified.

Participation in the Hackathon implies, on the part of Partner and each Participant, acceptance of these Rules of Engagement and the granting of consent to the processing of personal data where necessary.

- II. The Hackathon is a virtual free of charge event where Partners compete against one another to deliver the best solution that addresses a specific brief (see section II.A.). It will take place from Tuesday 8th March until Thursday 7th April 2022.

- A. Each Partner team, as a participant in the Hackathon (“Participant”) is asked, through access to Cisco’s API and/or Cisco Software and/or Product made available by Cisco during the Hackathon (the “Cisco Technology”), to address the following brief:

“Using Cisco Webex (either on its own or in conjunction with additional open-source/3rd party solutions) innovate and deliver a hybrid work solution” (the “Brief”).

- B. Each Participant in this Hackathon may consist of up to 5 members. We highly recommend that those five individuals are from varying areas of the business, such as IT, Marketing, Business and Analytics teams, to design and present a well-rounded solution that addresses real customer use cases.

- C. Participants will be asked to provide the following information when registering:
 - personal data regarding the individual the team members;
 - email address;
 - job title;
 - company.

- D. The expectation of each Participant is for them to come up, with the assistance of Cisco’s technical representatives, with an idea, business case and technical solution that addresses the Brief (the “Project”). The Project will then be presented to a Cisco judging panel, who will provide at its sole discretion scores based on business relevance, presentation, and quality of the solution/prototype.

- E. At the end of the Hackathon, the Cisco judging panel will select a winning Project, along with two runners up.

- F. The top three solutions will receive the following prizes:
 - 1st prize - Cisco Live 22 tickets and hotel, Cisco DevNet speaking slot, GTM workshop and budget;
 - 2nd prize – Webex desk pro;
 - 3rd prize – Webex desk camera, headset series 730.

- III. Partner and Participants of the Hackathon declare agree and warrant that:

- A. It shall comply with the Cisco API Licence (available here: <https://developer.cisco.com/site/license/cisco-api-license/> and/or the Cisco Source



Code License (available here: <https://developer.cisco.com/site/license/cisco-sample-code-license/>) and/or the Cisco EULA (available here: https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html) and/or any other terms applicable to the Cisco Technology made available by Cisco.

- B. each Project, prototype, idea, proposal or part thereof presented in the Hackathon is original and does not infringe in any way, entirely or partially, upon the intellectual property rights of third parties: to this end, each Participant undertakes to release Cisco from any and all liability, claims for damages and/or compensation that may be made by third parties in this regard.
- C. The Project is free of malware.

IV. All Projects developed during the Hackathon, as based on Cisco Technology, is not anticipated to result in the development of new technology and related Intellectual Property.

As such, Cisco reserves all its rights and remains the sole owner of all intellectual and proprietary rights in relation to the Participant's use of the Cisco Technology during the Hackathon. Such Cisco Technology is not expected to be altered, modified etc.

For the avoidance of any doubt, the Parties agree to the following:

Participant shall own all right, title, and interest in and to the Participant's Pre-Existing Technology, and all Intellectual Property Rights therein.

Cisco shall own all right, title, and interest in and to the Cisco Pre-Existing Technology and the New Intellectual Property, and all Intellectual Property Rights therein. Participant hereby irrevocably transfers, conveys and assigns to Cisco all of its right, title, and interest therein for the duration of such intellectual property rights and for the world. Participant shall execute such documents, render such assistance, and take such other actions as Cisco may reasonably request, at Cisco's expense, to apply for, register, perfect, confirm, and protect Cisco's rights in the Cisco Pre-Existing Technology and the New Intellectual Property. Without limiting the foregoing, Cisco shall have the exclusive right to commercialize, prepare and sell products based upon, sublicense, prepare derivative works from, and improvements to, or otherwise use or exploit the New Intellectual Property.

Waiver of Moral Rights. Participant hereby waives any and all moral rights, including without limitation, all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as moral rights ("Moral Rights") that Participant (or its employees, agents or consultants) has or may have in the New Intellectual Property or any part thereof. To the extent Participant (or its employees, agents or consultants) cannot waive such moral rights, Participant, for itself and on behalf of its employees, agents and consultants, hereby agrees not to assert such Moral Rights (or any of them) against Cisco, Cisco's Affiliates and their licensees.

"Pre-Existing Technology" shall mean all its pre-existing Intellectual Property (as defined below), Confidential Information and materials (including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology) which are: owned by Cisco or the Participant prior to commencement of the Hackathon; or otherwise developed by or for such a party outside the scope of the Hackathon.

The term "**Intellectual Property**", as used herein, means any and all tangible and intangible: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighbouring rights, moral rights, and mask works, and all derivative works thereof, (ii) trademark and trade name rights and similar rights, (iii) trade



secret rights, (iv) patents, designs, algorithms and other industrial property rights, (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

“New Intellectual Property” shall mean the development, any derivatives, improvements and modifications of the Participants and Cisco Pre-Existing Technologies, and all Intellectual Property Rights constituting, embodied in, or pertaining to any of the foregoing, but excluding the Participants and Cisco Pre-Existing Technologies.

The Parties anticipate that as result of the business cooperation between the Parties during the Hackathon, no joint Intellectual Property will be created.

Participants may use Cisco Technology during the Hackathon solely to test, evaluate and configure a Project. No other license is granted herein, either expressed or implied. A Participant may not sublicense, distribute, sell, lend, rent, lease, or grant any rights in or to all or any portion of the Cisco Technology. A Participant may not remove, alter, or obscure any proprietary notices contained in or within the Cisco Technology. Commercial use of the Cisco Technology and/or development is prohibited.

Participants hereby authorizes Cisco to mention their names, trademarks, logo and/or other distinctive signs to promote the Hackathon and mention the Participants’ participation to the Hackathon, on Cisco’s website and/or social media (such as but not limited to LinkedIn) before and after the event.

V. Confidentiality

If, in the context of the Hackathon, a Party – directly or through its affiliates, contracting companies or partners (collectively, “Representatives”) – shares, in whatever way, information which is marked or otherwise referred to as “confidential” or that, due to the nature of the information itself or circumstances under which it is disclosed, is reasonably to be considered as confidential (“Confidential Information”), the other Party shall keep the Confidential Information strictly confidential, not to share it with third parties, to use it only for the purposes expressly permitted in writing by the disclosing Party or Representatives and to destroy or return it immediately upon simple request by the disclosing Party.

The commitments referred to in this Article V shall remain effective and enforceable even after the end of the Hackathon for a period of 5 (five) years

VI. Privacy

The personal data of team members provided by the Participants for registration and participation in the Hackathon is processed by Cisco as independent Data Controller, in accordance with current applicable European and national legislations.

VII. Warranty and Liability

a. No Warranty.

ANY CISCO TECHNOLOGY PROVIDED BY CISCO ARE MADE AVAILABLE TO A PARTICIPANT “AS-IS,” EXCLUSIVE OF ANY WARRANTY WHATSOEVER. CISCO DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION,



ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

b. Limitation of Liability.

EXCEPT FOR LIABILITY FOR BODILY INJURY OR WRONGFUL DEATH OR THE WILFULL BREACH OF CONFIDENTIALITY OR WILFULL MISAPPROPRIATION OF CISCO'S INTELLECUAL PROPERTY OR LICENSE RIGHTS, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, OPPORTUNITY, BUSINESS, INCOME, SAVINGS, OR GOODWILL, OR DATA, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORTOR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

The maximum aggregate liability of Cisco under these Rules of Engagement is limited to one hundred thousand US Dollars (100.000,00 USD). Nothing in this Rules of Engagement limits or excludes any liability that cannot be limited or excluded under applicable law. This limitation of liability is cumulative and not per incident.

Participants agree to participate in the Hackathon online at their own risk. Participants are required to take all appropriate measures to safeguard their data and/or software stored in their computer equipment from any attack (e.g. by installing antivirus software and firewalls). Cisco shall not be held liable, among other things, for any contamination by any computer virus, or for the intrusion of third parties into the Participant's computer equipment.

Cisco will not be held liable for any damage caused to the Participants, their computer equipment and recorded data, or for any consequence to their personal or professional activity.

VIII. Expenses and Fees

Participants are informed that participation in the Hackathon does not in itself give rise to any right to receive compensation. All Participants will be bearing all other expenses and fees incurred, for participating in the Hackathon.

IX. Miscellaneous

- a. Cisco and the Participant are independent contractors. The Hackathon is non-exclusive, and is not intended to, nor shall it be construed as creating a joint venture, partnership, or other form of business association between the Cisco and a Participant. Each Party shall not act or bind another Party in any way, nor shall it represent that it is in any way responsible for the acts of another Party.
- b. These Rules of Engagement shall be subject to and be governed by English law. All disputes that may arise in relation to these Regulations, including those relating to its validity, effectiveness, interpretation, execution and resolution, shall be under the exclusive jurisdiction of the Court of London.