

CISCO PROOF OF VALUE AGREEMENT

PLEASE READ CAREFULLY ALL OF THE TERMS AND CONDITIONS OF THIS PROOF OF VALUE AGREEMENT (THE “**AGREEMENT**”) BEFORE DOWNLOADING, INSTALLING AND/OR USING THE SYSTEM (AS DEFINED BELOW). THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU AND CISCO SYSTEMS, INC OR ITS DESIGNATED AFFILIATE LICENSING THE SYSTEM TO YOU HEREUNDER INSTEAD OF CISCO SYSTEMS, INC. (“**CISCO**”). BY DOWNLOADING, INSTALLING AND/OR USING THE SYSTEM, YOU ARE BINDING YOURSELF AND THE BUSINESS ENTITY THAT YOU REPRESENT (COLLECTIVELY, “**YOU**”) TO THIS AGREEMENT AND AGREEING THAT THIS AGREEMENT WITH CISCO IS ENFORCEABLE LIKE ANY WRITTEN CONTRACT SIGNED BY YOU. BY CLICKING “SUBMIT” OR “I AGREE” AND/OR INSTALLING OR USING THE SYSTEM, YOU ACKNOWLEDGE YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN DO NOT CLICK “SUBMIT” OR “I AGREE” AND DO NOT DOWNLOAD, INSTALL AND/OR USE THE SYSTEM. ALL REFERENCES TO “**CISCO**” WILL MEAN CISCO SYSTEMS INC., OR ITS SUBSIDIARY LICENSING THE SYSTEM AND/OR SOFTWARE TO YOU INSTEAD OF CISCO SYSTEMS, INC.

1. Purpose. Subject to the terms and conditions of this Agreement, Cisco is pleased to offer certain Cisco hardware (“**Hardware**”), software, and/or data, as applicable, products and related documentation provided under this Agreement (collectively, the “**System**”) solely for the purposes of Your conducting a proof of value to determine whether such System meets Your business requirements (the “**POV**”).

2. Grant of License; Intellectual Property Rights.

2.1 License of Software. Subject to the terms and conditions of this Agreement, Cisco grants to You a limited, non-exclusive and non-transferable license during the Term (as defined below) to (i) use the System; any software that is separately identified on a mutually agreed upon order, in object code form only, solely as provided to You or incorporated in the specific Systems provided to You (“**Software**”); and/or data or information accessible by and through the Systems provided to You, and (ii) to use any documentation which Cisco makes available regarding the System and or Software, solely for Your internal use for the POV. Any use of the System by a person other than You and Your employees who are directly involved in the POV discussions, analysis, evaluation and/or performance of the System requires an additional license from Cisco.

2.2 Ownership; Restrictions. Cisco retains all right, title and interest in and to the System, including all modifications, updates and enhancements thereto, whether made by Cisco or You. No express or implied license or right of any kind is granted to You regarding the System except for the limited license set forth in [Section 2.1](#) above. All rights not expressly granted in this [Section 2](#) are reserved by Cisco. You will not disclose to any third party: (a) the System; (b) the Data (as defined below); or (c) any other information identified as confidential or proprietary information of Cisco. Furthermore, You will not, and will not, nor permit any third party to (i) copy, sell, lease, rent, distribute, sublicense, assign or transfer the System, or any part thereof; (ii) reverse engineer, decompile, disassemble, decrypt or otherwise attempt to determine the source code of any of Software or the System, except to the limited extent permitted by law; (iii) modify, make error corrections to or create derivative works based on the System or the Software; (iv) use the System or Software for the benefit of any third parties (e.g., in an ASP, SaaS, managed services, outsourcing or service bureau relationship) or in any way other than in its intended manner, except as otherwise permitted by Cisco; (v) remove, alter or obscure any proprietary or copyright notice, labels, or marks on the Hardware or within the System or Software; (vi) disable or circumvent any access control or related security measure, process or procedure established with respect to any Hardware or the System or any other part thereof, including without limitation, the System Limitations (defined below); or (vii) use such System and/or Software for production, commercial or product development purposes. The license grant in [Section 2.1](#) above shall be further limited to the extent of any usage restrictions in effect from time to time, including, without limitation, file submission limits, maximum flow records per second or other metrics, determined by Cisco, as described in the applicable documentation (“**System Limitations**”).

2.3 Data Feeds. As part of the POV, You may also elect to license certain data or information regarding sources of electronic threats to the security or integrity of information technology systems (“**Data**”) provided through the System. If You elect to include access to the Data, You further agree to the following additional terms and conditions:

(a) If You have previously purchased and licensed Stealthwatch® from Cisco or Lancope, LLC, references to the “System” in this Agreement shall not be deemed to mean any hardware or software components of such previously purchased and licensed Stealthwatch, but, rather, shall mean solely any Data or additional Hardware or Software provided to You hereunder. For the avoidance of doubt, in such situation the Agreement shall not affect in any way Your prior purchase and license of Stealthwatch.

(b) Your license to the Data shall be solely for use with and through the System as part of the POV. You understand that the Data will be made available to You via HTTPS from Cisco’s server (or such other method determined by Cisco), and that such Data will only be accessible automatically by the System. You shall not, apart from the System’s automatic access, access the Data directly or indirectly, or otherwise determine or attempt to determine the contents or source of the Data.

(c) Cisco may, in its sole discretion and for its convenience, terminate, reduce, modify or alter the source, content, type or level of the Data offering provided through the System, without prior notice to You. Data updates are provided at Cisco’s sole discretion.

3. Fees. The System is provided at no cost to You for the purposes of the POV. You shall be solely responsible for Your costs associated with the POV, including any installation and implementation of the System.

4. Delivery and Installation. The System, or portions thereof, may be made available electronically, in which case delivery shall occur at the time the System is made available to You, or if the System is physically delivered, then delivery shall occur at the time the

System is physically delivered to You, in each case, delivery is determined by Cisco's records (the "**POV Effective Date**"). You will be responsible for installation and set-up of the System, and You shall bear all risk of loss or damage to all Hardware received until it is returned to Cisco.

5. Maintenance and Support. Cisco has no obligation to support, maintain, correct any errors in or deliver any updates or upgrades to the System, Software, data, and/or documentation provided under this Agreement.

6. Disclaimer of Warranties. THE SYSTEM, SOFTWARE, HARDWARE, DATA AND DOCUMENTATION ARE PROVIDED ON AN "AS IS" BASIS, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CISCO HEREBY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY. IN NO EVENT WILL CISCO OR ANY CISCO REPRESENTATIVE, OFFICER, DIRECTOR, SHAREHOLDER OR EMPLOYEE BE LIABLE FOR LOSS OR CORRUPTION OF DATA, LOSS OF PROFITS, BUSINESS INTERRUPTIONS OR FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE SYSTEM, EVEN IF CISCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Term and Termination. This agreement shall begin on the POV Effective Date, and, unless earlier terminated, shall continue for the lesser of ninety (90) days or the date specified in the applicable POV transaction document provided by Cisco, unless a longer period is mutually agreed upon in writing by the parties, including via email (the "**Term**"). Cisco reserves the right to immediately terminate this Agreement and Your POV for convenience upon notice You. Upon any termination or expiration of this Agreement, Cisco may automatically suspend or terminate the functionality of the System, and You shall (i) immediately cease all use of the System; (ii) promptly uninstall and delete any Software directly loaded on Your hardware and return any Hardware portions of the System to Cisco, as applicable, within thirty (30) days; and (iii) promptly destroy the Software and other data, documentation and information related to the System in the Your possession or control. Upon Cisco's request, You will promptly certify in writing such return and/or destruction, as applicable. If you have Hardware in Your possession, You shall (i) return the Hardware in accordance with any instructions provided by Cisco in the same condition as first delivered to You, reasonable wear and tear excepted, and in the original packing materials as delivered to you and (ii) insure the Hardware for the full list price of the System until delivery to Cisco. If You do not return the Hardware to Cisco or, if requested by Cisco, certify deletion of the Software within thirty (30) days after termination or expiration of the Agreement, then Cisco reserves the right to invoice You for the then-current list price for the System or Software, as applicable, and Cisco's then-current license agreement shall govern Your use of the System and/or Software.

9. General. This Agreement shall be interpreted and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. Cisco may provide You with notice via email, regular mail and/or postings on the cisco.com website. Notices to Cisco should be sent to Cisco Systems, Office of General Counsel, 170 Tasman Drive, San Jose, 95134 unless this Agreement or an order specifically allows other means of notice. No waiver of any right under this Agreement by You or Cisco shall constitute a subsequent waiver of that or any other right under this Agreement. This Agreement shall not be assigned or otherwise transferred by You without the prior written consent of Cisco. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of both You and Cisco. In the event that any of the terms of this Agreement become illegal or are declared to be illegal by a court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. You agree to comply with all applicable export laws and regulations. This Agreement constitutes the entire agreement between You and Cisco concerning its subject matter and supersedes and replaces any prior oral or written communications regarding such subject matter, including but not limited to the terms and conditions contained in any purchase order or other transactional document provided or signed by You related to the POV. This Agreement may only be modified by a written document executed by You and Cisco. The Software and documentation (including data therein or thereon created or provided by Cisco) are "commercial computer software," "commercial computer software documentation" and "technical data" as such terms are defined and used in FAR §§ 12.211, 12.212(a), DFARS §§ 227.7202-1(a), 227.7202-3 and their successor regulations. Except as expressly set forth herein, the United States Government's rights to and interests in such Software or documentation (including data therein or thereon created or provided by Cisco) are limited by the terms of this Agreement.