

CISCO COLLABORATION TOOLS SITE AGREEMENT
Last Update: June 16, 2008

PLEASE READ THIS CISCO COLLABORATION TOOLS SITE AGREEMENT (the "Agreement") CAREFULLY. PRESSING "I AGREE" AT THE END OF THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT. BY PRESSING "I AGREE" YOU ARE BINDING YOURSELF AND THE BUSINESS ENTITY THAT YOU REPRESENT (COLLECTIVELY, "YOU" OR "USER") TO THIS AGREEMENT WITH CISCO SYSTEMS, INC ("CISCO"). THIS AGREEMENT ALSO INCORPORATES BY REFERENCE ALL OF THE TERMS OF (i) THE [CISCO PRIVACY STATEMENT](#) and (ii) THE [CISCO.COM WEB SITE TERMS AND CONDITIONS](#). IN THE EVENT OF A CONFLICT BETWEEN THIS AGREEMENT AND EITHER OF THE FOREGOING (i) or (ii), THIS AGREEMENT SHALL PREVAIL. IF YOU DO NOT ACCEPT ALL OR ANY PART OF THIS AGREEMENT, DO NOT PRESS "I AGREE" OR OTHERWISE ACCESS THE CISCO LET US HELP CLICK-TO-CHAT SITE OR SITES.

1. Description of Services. Cisco.com's "Share Desktop" and "Collaboration Spaces" are web-based tools ("Tools") developed by or for Cisco Systems, Inc ("Cisco"). The Tools enable communication between Cisco customers ("Customers") and Cisco certified product resellers ("Resellers") in furtherance of Cisco product sales and support ("Services"). At no time will Customers be able to communicate with Cisco directly, and Cisco will have no substantive involvement in the communication between Customers and Resellers. Cisco may enhance, restrict or terminate the Services in its discretion at any time (including specifically as to Your use of the Services) and without specific notice to you. The Services may be used for lawful purposes only.

2. Rules and Regulations. This Agreement sets forth the legally binding terms for the Services. This Agreement covers all of your visits to www.cisco.com to use the Services. If you stop using the Services, this Agreement remains in effect.

a. **Amendments.** Cisco may change the terms of this Agreement from time to time at its sole discretion. Cisco will exercise commercially reasonable efforts to provide notice to you of any material changes to the Agreement. Within three (3) Cisco business days of posting changes to the Agreement on the Cisco web site, they will be binding upon you. If you do not agree with the changes, you should discontinue using the Services. If you continue using the Services after such three-business-day period, you have accepted the changes to the terms of this Agreement.

In order to participate in certain Services, you may be notified that you are required to download software and/or agree to additional terms and conditions. Unless expressly set forth in such additional terms and conditions, those additional terms are hereby incorporated into this Agreement.

b. **Posting Content.** Please choose carefully the information you post through your use of the Services. You are solely responsible for what you post or transmit via the Services. The following is a partial list of what you are prohibited from posting. You agree that you will not submit messages or anything else that:

- are unlawful, threatening, obscene, vulgar, pornographic, profane or indecent, including any communication that constitutes (or encourages conduct that would constitute) a criminal offense, gives rise to civil liability or otherwise violates any local, state, national or international law;

- include photographs containing nudity, or obscene, lewd, excessively violent, harassing, sexually explicit or otherwise objectionable subject matter;
- violate the copyright, trademark or other intellectual property rights of any other person;
- improperly assume or claim the identity, characteristics or qualifications of another person;
- are for purposes of spamming;
- contain any virus or other harmful component;
- are libelous, or an invasion of privacy or publicity rights or any other third party rights; or
- otherwise interfere with the Services.

Despite these prohibitions, information provided by others may contain inaccurate, misleading, inappropriate, unlawful, offensive or sexually explicit material, products or services, and Cisco assumes no responsibility or liability for this material. If you become aware of misuse of the Site or Services by any person, please contact Cisco at partner-c2c@external.cisco.com.

Cisco reserves the right, in its sole discretion, to reject, refuse to post or remove any posting or other data (including email), or to restrict, suspend, or terminate any User's access to all or any part of the Services at any time, for any or no reason, with or without prior notice, and without liability. You agree to release Cisco, its parents and affiliates together with their respective employees, agents, officers, directors and shareholders, from any and all liability and obligations whatsoever in connection with or arising from your use of the Services. If at any time you are not happy with the Services or object to any material, your sole remedy is to cease using the Services.

c. Monitoring. Nothing in this Agreement shall require Cisco to monitor or edit the Services for objectionable or infringing materials. If at any time Cisco chooses, in its sole discretion, to monitor or edit the Services, Cisco nonetheless assumes no responsibility for anything submitted by Users, no obligation to modify or remove any inappropriate materials or information, and no responsibility for the conduct of any User. **Cisco does not endorse and has no control over what Users post or submit.** Cisco makes no warranties, express or implied, as to the accuracy and reliability of any material or information transmitted via the Services. You agree that Cisco accepts no liability whatsoever if it refuses to post your submissions or edits, restricts or removes your submissions.

d. Reporting. You may not use the Services in any manner inconsistent with applicable law or regulations. Cisco reserves the right to investigate and take appropriate legal action against anyone who, in Cisco's sole discretion, is suspected of violating this provision, including without limitation, reporting you to law enforcement authorities.

3. Eligibility. Use of the Services is void where prohibited. You represent and warrant that all registration information you submit is truthful and accurate and you will maintain the accuracy of such information. You also represent that, if you reside in the United States, you are age 13 or older, or if you live anywhere else, you are at least 14 years or old. Your Profile may be deleted and your access to the Services may be terminated without warning if we believe that you are underage.

4. Data Protection; Unauthorized User. The Services allow Users to exchange information for the sole purpose of enabling Cisco product sales and support between customer and Resellers. As part of the Services, Resellers may ask for personal data to enable further communication. Users understand that personal data, once offered to a Reseller, may be subject to Reseller privacy policies that are in conflict with those of Cisco. By using this Service, each User consents to being subject to any applicable Reseller privacy policy in effect at the time of

use. Each User has the responsibility to understand the risks of disclosing personal data and shall not hold Cisco liable for the result of such disclosure to Reseller. No User may use the Services in an unauthorized manner for the collection of personal data, including without limitation collecting usernames and/or email addresses of Users by electronic or other means for the purpose of sending unsolicited email. Unauthorized framing of or linking is also prohibited. Third party commercial advertisements, affiliate links, endorsements and other forms of solicitation may be removed from the Services without notice and may result in the loss of your privileges to use the Services. You shall not use the Services to conduct contests, sweepstakes, giveaways or similar promotions Cisco may take legal action for any illegal or unauthorized use of the Services.

6. Ownership /Licenses

a. Cisco does not claim any ownership rights in any text, files, images, photos, video, sounds, musical works, works of authorship or any other materials that Users post to the collaboration portion of the Services ("User Content" or your "Content"). After posting your Content, you continue to retain any ownership rights you may have. However, by displaying, publishing or posting your Content, you grant to Cisco a limited license to use, modify, publicly perform, publicly display, reproduce, and distribute your Content solely on or through the Services. Cisco will treat any User Content as non-confidential and public. Please do not submit confidential or private information.

You also agree to permit any other User of this Services to access, view, store or reproduce your Content for that other user's personal use or otherwise in connection with use of the Services. You agree not to restrict or inhibit the use of the Services by any other person.

b. The licenses you grant are non-exclusive (meaning you are free to license your Content to anyone else in addition to Cisco), fully-paid and royalty-free (meaning that Cisco is not required to pay you for the use of the User Content), sublicensable (so that Cisco is able to use its affiliates and subcontractors to provide the Services), and worldwide (because the Internet and Services are global in reach). Your licenses to Cisco and other Users will terminate at the time you remove your Content from the Services. The license does not grant Cisco the right to sell your Content, nor does the license grant Cisco the right to distribute your Content outside of the Services.

c. You represent and warrant that: (i) you own your Content, or otherwise have the right(s) to grant the license set forth herein, and (ii) the posting of your Content does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any third party. You agree to pay for all royalties, fees, and any other monies owing any person by reason of your Content.

d. The Services also contain content owned by or licensed to Cisco ("Cisco Content"). Cisco Content is protected by copyright, trademark, patent, trade secret and other laws, and Cisco owns and retains all rights in the Cisco Content and the Services. Cisco hereby grants you a limited, revocable, nonsublicensable license to reproduce and display the Cisco Content (excluding any software code) solely for your personal and non-commercial use to view and use the Services. Except as set forth above, nothing contained in this Agreement shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent, trademark or copyright of Cisco or any third party.

e. Except for your Content, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any User Content or Cisco Content.

7. Copyright. You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. Cisco may terminate

access to the Services for any User who is alleged to infringe another party's copyright upon receipt of proper notification to Cisco by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Services; (iv) your address, telephone number, and email address; (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Cisco's Copyright Agent for notice of claims of copyright infringement can be reached as follows: Copyright Agent, Cisco Systems, Inc., 170 West Tasman Drive, San Jose, CA 95134; Attn: Copyright Agent; and email: DMCAAgent@cisco.com.

8. User Disputes. You are solely responsible for your interactions with other Users. Cisco reserves the right, but has no obligation, to monitor disputes between you and other Users.

10. Additional Disclaimers.

a. Third Party Content. The Services may contain links to other websites. Cisco is not responsible for any content, messages or information on such websites. Such websites are in no way investigated, monitored or checked by Cisco. Inclusion of any linked website on the Services does not imply approval or endorsement of the linked website by Cisco. When you access these third-party sites, you do so at your own risk. Cisco takes no responsibility for third party advertisements which may be posted through the Services, nor does it take any responsibility for the goods or services provided by any advertisers.

b. Technical Errors. Cisco assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any User communication. Cisco is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the Services or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from using the Services.

c. "AS IS." To the fullest extent permissible under law, Cisco shall have no responsibility for any loss or damage resulting from use of the Site, the Services, from any User Content posted on or through the Services, or from the conduct of any Users, whether online or offline. THE SERVICES ARE PROVIDED "AS-IS" AND AS AVAILABLE WITH ALL FAULTS, AND CISCO EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Cisco cannot guarantee and does not promise any specific results from use of the Site or the Services. USE OF THE SERVICES IS AT YOUR OWN RISK.

11. Indemnity. You agree to defend, indemnify and hold Cisco, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party arising out of: (i) your use of the Services; (ii) your breach of this Agreement; or (iii) any of your Content.

12. Limitation on Liability. EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT SHALL CISCO BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFIT DAMAGES, COSTS OF REPLACEMENT GOODS OR LOSS OF OR DAMAGE TO

DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICES, EVEN IF CISCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, CISCO'S LIABILITY TO YOU FOR ANY CAUSE(S) WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO ONE THOUSAND DOLLARS (USD \$1,000.00). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

13. Disputes. If there is any dispute about or in any way involving the Services, you agree that the dispute shall be governed by the laws of the State of California, USA, without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in the state and federal courts of the United States located in the State of California, City of San Jose.

14. Compliance with Export Control Laws.

Information available through the Services is subject to U.S. export control laws and may also be subject to the laws of the country where you reside.

15. Trademarks.

The trademarks, logos and service marks ("Marks") displayed as part of the Services are the property of Cisco or other third parties. You acknowledge and agree that you have no rights, title, or interest in or to the Marks and that you will not adopt, use, or attempt to register the Marks or any confusingly similar mark. Users receive no license to and are not permitted to use these Marks. Please see the complete list of Cisco Trademarks at www.cisco.com/web/siteassets/legal/trademark.html.

16. Cookies

A *cookie* is a small data file that certain Web sites write to your hard drive when you visit them. A cookie file can contain information such as a user ID that the site uses to track the pages you've visited, but the only personal information a cookie can contain is information you supply yourself. A cookie can't read data off your hard disk or read cookie files created by other sites. Some parts of the Services may use cookies to track user traffic patterns. If you prefer not to receive cookies, you can set your browser to warn you before accepting cookies and refuse the cookie when your browser alerts you to its presence. You can also refuse all cookies by turning them off in your browser.

17. Other. This Agreement constitutes the entire agreement between you and Cisco regarding the use of the Services. The failure of Cisco to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. You may contact legal@cisco.com with any questions regarding this Agreement.

