Welcome to the Cisco Developer Network Marketplace™! The Cisco Developer Network Marketplace (the "**CDN Marketplace**") provides you and end users with a next-generation hosted, community-based marketplace. We designed the new CDN Marketplace to enable developers to validate, market, and sell your complementary product offerings – from mobile applications to end-to-end business solutions - online. The CDN Marketplace also enables you to reach the vast market opportunity of Cisco customers and the Cisco sales channels that will use the CDN Marketplace to discover interesting and relevant applications, products, solutions and services to meet their business needs. We look forward to working with you as your CDN Marketplace partner. We encourage you to drive traffic to the CDN Marketplace by promoting it for your Developer Products and by regularly updating them with new, fresh, and world-class features and functionality

CDN Marketplace features Cisco AppHQ, a searchable, centralized repository of validated third party Apps that help transform how end users connect, communicate and collaborate using Cisco devices. AppHQ is also offered as a client application for certain mobile and fixed Cisco devices that enables connectivity to Cisco's AppHQ to find, purchase, download and install Apps on the device. Customers that deploy applicable mobile and fixed Cisco devices across their enterprise have the unique ability to create their own private and secure, customized store within AppHQ that includes the subset of Apps they select from AppHQ.

Cisco will provide you a place to license and distribute your Developer Products to end users, however, you ultimately own, and are responsible for, the distribution of your Developer Products and remain the primary obligor to end users. Cisco and our vendors, agents and subcontractors own and are responsible for the technology and intellectual property that enables the CDN Marketplace and Cisco's App HQ platform.

These tenets underlie the entire relationship, and you will see that reflected throughout the CDN Marketplace Agreement, which follows below. You must agree to the CDN Marketplace Agreement to participate in the CDN Marketplace. We aim to provide a vibrant and lively CDN Marketplace and a rich and satisfying end user experience. We look forward to working with you as your CDN Marketplace partner.

CISCO DEVELOPER NETWORK MARKETPLACE AGREEMENT

Please carefully read this CDN Marketplace Agreement and the CDN Marketplace Program Guidelines, including all appendices (collectively this "**Agreement**"). Clicking "I agree" at the end of this Agreement means you accept the terms and conditions of this Agreement.

1. **DEFINITIONS.** Capitalized Terms that are not defined within the body of the CDN Marketplace Agreement are defined in Appendix 1.

2. **CISCO DEVELOPER NETWORK MARKETPLACE.** If you agree to this Agreement, you will become a Member of the CDN Marketplace Program and Cisco will provide you with access to the Cisco Developer Network Marketplace (the "**CDN Marketplace**") to help you with the development, design, creation, management, administration and distribution of your Developer Products.

3. **CDN MARKETPLACE PROGRAM GUIDELINES.**

   a) CDN Marketplace Program Guidelines. Participation in the CDN Marketplace Program is also subject to the CDN Marketplace Program Guidelines which can be reviewed at the following link: Program Guidelines. You understand and agree that the CDN Marketplace Program Guidelines are a material part of this Agreement, and you must comply with the CDN Marketplace Program Guidelines at all times.

   b) Updates to the CDN Marketplace Program Guidelines. The CDN Marketplace Program Guidelines are intended to be dynamic and may be updated from time to time in Cisco's discretion to reflect the changing needs of the community. Cisco will announce changes to the CDN Marketplace Program Guidelines generally to Members by web posting or otherwise, but we may not directly notify you. It is therefore your responsibility to check the applicable program website from time to time to familiarize yourself with any changes and keep in compliance. If you cannot comply, or otherwise choose not to comply or desire to opt out, your sole remedy is to terminate this Agreement pursuant to Section 4 below.

4. **EFFECTIVE DATE, TERM AND TERMINATION.**

   a) Effective Date and Term. The Effective Date of this Agreement will be the date you click "I agree" at the end of this Agreement. This Agreement and the licenses provided by you to Cisco will have a perpetual term, unless terminated sooner by written notice given by you or by Cisco under this Section 4 (the "**Term**").

   b) Termination for Convenience. Either party may terminate this Agreement for any reason or for no reason by delivering written notice to the other party at least 30 days prior to the effective date of termination. Cisco may also in its sole judgment terminate or suspend all or part of the CDN Marketplace Program for you only, upon notice to you, or for all Members, without specific notice to you (i.e., by an announcement on the CDN Marketplace Site).

   c) Termination for Cause. If you materially breach this Agreement, Cisco may terminate this Agreement effective immediately and without prior notice.

   d) Effect of Termination. Unless we otherwise determine, any termination or suspension will not affect the rights, access, downloads or re-downloads of your Developer Products by End Users who have previously licensed or purchased your Developer Products before the effective date of the termination or suspension. We are not obligated to return copies of any Developer Products or other materials that you provide. All rights to your Developer Products acquired by End Users will survive termination. If you terminate this Agreement, Cisco, its vendors, agents and subcontractors (collectively "Subcontractors") will have 60 days following receipt of your notice of termination to reasonably wind down any use of your Developer Products and remove them from the Sites. The licenses granted by you in Section 11 shall survive for such purposes.

5. **DEVELOPER CONTENT; SUBMISSION AND SELECTION.**

   a) Developer Content. As between you and Cisco, you will own, and remain the primary obligor to End Users and will be solely responsible for your Developer Content, including ensuring that it complies with all applicable laws and regulations, judicial orders and government policies (collectively "**Applicable Laws**") and the terms of this Agreement. Cisco has no obligation to monitor Developer Content. Cisco may remove or restrict Developer Content that it reasonably believes does not comply with this Agreement or Applicable Laws, and will have no liability to you if it does so. Your Developer Content must conform to the CDN Marketplace Program Guidelines. Cisco may disable and/or remove any Developer Content that, in its reasonable discretion, does not comply with this Agreement, or causes harm to the any of the Sites or Cisco's reputation.

b) Submission of Your Developer Products. Once you decide that your Developer Product has been adequately tested and is complete, you may submit your Developer Product to Cisco for consideration for inclusion on the Sites. Cisco may provide your Developer Products to third parties and our customers for review, testing and approval purposes; provided however, neither Cisco nor its customers and Subcontractors are under any obligation to review or test your Developer Products prior to inclusion on the Sites. By submitting your Developer Product, you agree that you will not attempt to hide, misrepresent or obscure any features, content, services or functionality in your submitted Developer Product from review by Cisco, its customers and/or its Subcontractors or otherwise hinder Cisco, its customers and/or its Subcontractors from being able to fully review your Developer Products. You agree to cooperate with Cisco, its customers and its Subcontractors in this submission process and answer questions and provide information and materials reasonably requested.

c) Changes to Your Developer Products. If you make any changes to your Developer Products after submission to Cisco, you must resubmit the Developer Products to Cisco for further review. Similarly, all bug fixes, updates, upgrades, modifications, enhancements, supplements to, revisions, new releases and new versions of your Developer Products must be submitted to Cisco for review in order to be considered for distribution via the Sites.

d) Selection for Inclusion. You understand and agree that Cisco may, in its discretion: (i) determine that any of your Developer Products do not meet all or any part of the CDN Marketplace Program Guidelines then in effect; (ii) reject any of your Developer Products for any reason, even if your Developer Products meet the CDN Marketplace Program Guidelines; or (iii) may select your Developer Products for inclusion on the Sites for distribution by you.

e) Your Responsibilities. You will be solely responsible for developing Developer Products that are safe, free of defects in design and operation, and comply with Applicable Laws. You will also be solely responsible for any Developer Content and End User warranty and support obligations for your Developer Products. The fact that Cisco, its customers and/or its Subcontractors may have reviewed, tested, approved or selected your Developer Products will not relieve you of any of these responsibilities.

6. **APPOINTMENT AS YOUR NON-EXCLUSIVE AGENT.** If any of your Developer Products are selected for distribution, Appendix 2 will govern the distribution of your Developer Products via the relevant Sites. For purposes of Appendix 2, you represent and warrant that you own or control the necessary rights in order to appoint Cisco as your non-exclusive worldwide agent for the delivery of your Developer Products, and that the fulfillment of such appointment by Cisco will not violate or infringe the rights of any third party.

7. **DEVELOPER SUPPORT.** As a Member, you are entitled to access self-service online community support through forums, frequently asked questions, sample scripts, and other self-help tools available on the CDN Portal. For development issues and questions that cannot be addressed through these resources, you have the option to purchase support cases to get one-on-one assistance from a Cisco developer support engineer.

8. **TEST VERSIONS.** If Cisco makes any Test Versions (as defined in Appendix 3) available to you on a loaned basis for use in developing your Developer Products, your use of the Test Versions will be subject to the Terms of Use for Hardware and Software Provided for Testing attached as Appendix 3.

9. **END USER WARRANTY AND SUPPORT.** You will remain the primary obligor for your Developer Products and will be solely responsible for warranty, support and maintenance of your Developer Products and any complaints about your Developer Products. Your contact information will be displayed in each Developer Product detail page and made available to End Users for customer support purposes.

10. **FEES, TRANSACTION FEES, TAXES AND PAYMENTS TO YOU.**

a) Fees. This Agreement covers both Developer Products you choose to distribute for free and Developer Products for which you charge a fee. Your Developer Products will be made available by Cisco through the Sites for End Users at the price you specify, if any. In order to charge a fee for your Developer Products, you must have a valid account with the Payment Processor(s) specified in the CDN Marketplace Program Guidelines. Free trials of your Developer Products are encouraged. However, if you want to collect fees after the free trial expires, you must collect all fees for the full version of your Developer Products through the applicable Payment Processor(s) for the Sites. All fees received by you for your Developer Products distributed via the Sites must be processed by the Payment Processor(s). The Payment Processor(s)' standard terms and conditions regarding refunds will apply except you authorize Cisco to give End Users a full refund of the price if they request the refund within ten (10) business days after receipt of your Developer Products. Unless your Developer Product is removed from the Sites for cause, End Users must be allowed unlimited reinstalls.

b) Transaction Fees. The Transaction Fees set forth in the CDN Marketplace Program Guidelines, as may be revised by Cisco from time to time, will be assessed on each transaction for Developer Products for which you charge a fee.

c) Sales Taxes. If the license, sale or delivery of any of your Developer Products to any End User is subject to any sales, use or other similar tax under Applicable Law, responsibility for the collection and remittance of that tax will be determined in accordance with the then current CDN Marketplace Program Guidelines. You will indemnify and hold Cisco, its customers and its Subcontractors harmless against any and all claims by any tax authority against you for any underpayment of any sales, use or similar tax, and any penalties and interest related thereto.

d) Payments to You. The price you set for your Developer Products will determine the amount of payment you will receive. Payments to you will be made in accordance with the then current CDN Marketplace Program Guidelines. You will not be entitled to receive payment for your Developer Products unless and until we receive payment from the applicable Cisco customer and the ten (10) business day refund period set forth in Subsection 10. C) above has expired.

11. LICENSES.

a) Grant to Customer. Subject to the terms of this Agreement, Cisco grants you, during the Term, a limited, nonexclusive, non-assignable, non-sublicensable, revocable, worldwide right and license to access and use the Sites, and those materials that are made available to you on the Sites without entering into a separate agreement, solely for the development, launch, management, marketing and distribution of your Developer Products.

b) Grant to Cisco. You hereby grant to Cisco and its Subcontractors the nonexclusive, irrevocable (subject to Section 4), royalty-free right to post your Developer Content on the Sites for distribution to End Users in accordance with the publishing options selected by you when uploading. You also grant Cisco and its Subcontractors the nonexclusive, irrevocable, royalty-free, worldwide rights to:

(i) copy, perform, display, use, evaluate and test your Developer Content for administrative and demonstration purposes in connection with the operation and marketing of the Sites and to make improvements to the Sites;

(ii) reproduce and store your Developer Content in digital form at one or more facilities, and modify and add to your Developer Content in order to implement technologies enabling digital signing of your application and digital rights management (if applicable), all for the purpose of promoting and making your Developer Products available for distribution by you in connection with the CDN Marketplace Program; and

(iii) retain, after the Term, one or more electronic copies of Developer Content and allow access to and downloads and re-downloads of Developer Content by End Users as provided in this Agreement.

c) Restrictions. The Sites and their structure, organization, and source code are made up of Cisco's and its Subcontractor's valuable proprietary and confidential software and trade secrets. Accordingly, neither you nor anyone on your behalf may (i) attempt to access, modify or derive any Sites' source code, (ii) merge any Sites' intellectual property with third party software, products or services other than those expressly permitted by this Agreement, or (iii) intentionally tamper with, disable, circumvent, or alter (or attempt to take any of these actions) any method of measuring, tracking, monitoring or billing for any Sites' element or back-end Site component.

12. RESERVATION OF INTELLECTUAL PROPERTY RIGHTS. Except for licenses expressly provided in this Agreement, no licenses to the intellectual property rights of a party are implied under this Agreement.

13. OPEN SOURCE TECHNOLOGY. If your Developer Products include any Open Source Technology, you agree to (i) comply with all applicable Open Source Licenses, and (ii) include in your Developer Content the notices, documentation, and source code or offer for source code (including unmodified source code) required by the applicable Open Source Licenses. You also agree not to use any Open Source Technology in the development of your Developer Products in such a way that would cause any proprietary technology (other than your own proprietary technology) to become subject to the terms of an Open Source License under which downstream recipients or other third parties may claim the right to (x) copy, create derivative works of, or redistribute the proprietary technology, or (y) receive source code to the proprietary technology.

14. PRIVACY.

a) Privacy and Your App. You and your Developer Products must comply with Applicable Laws related to privacy and data protection (including, but not limited to applicable wiretap, medical information and intercept laws). Neither you nor your Developer Products will collect any identifiable information from a third party or otherwise intercept or collect

communications or other data (such as an IP address) without obtaining that third party's informed consent to the extent required under Applicable Laws. If you obtain any End User data directly from an End User you will get consent from the End User to disclose such data to Cisco to the extent required to support the transactions contemplated in connection with the distribution of your Developer Products. You must also obtain End Users informed consent to transfer their data to the United States and/or another country outside of the European Economic Area. If you obtain any End User data from Cisco, you agree to limit your use of such End user data to the extent required to support the transactions contemplated in connection with the distribution of your Developer Products to the End User, unless you have a separate and overriding consent to use the applicable data in a broader manner.

b) Your Privacy. By entering into the Marketplace Program you give Cisco full consent to collect your data (including the personal data of your personnel) (collectively, "Data") and to use such Data to communicate with you and your personnel regarding the Sites, any services you receive from Cisco, the Marketplace Program and, in Cisco's sole judgment, information about our products that Cisco determines may be relevant to your Developer Products development or related business needs. To the extent that Cisco collects this Data, you agree that it may be transferred to the United States and/or another country outside of the European Economic Area. It is your obligation to inform data subjects of the processing of Data hereunder and to ensure that such data subjects have given their unambiguous consent to such processing in accordance with applicable data protection legislation. Data will be handled in accordance with our privacy statement which is accessible by clicking the Privacy link at the bottom of this website and which is also located at: http://www.cisco.com/web/siteassets/legal/privacy.html. Cisco may further provide Data to Third Party Operators and Cisco customers with Enterprise Stores and its Subcontractors for the fulfillment of its obligations, to notify you of changes to the CDN Marketplace Program, to enable cross communication amongst all parties, to enable you to receive payment from the Third Party Operators and/or Payment Processor(s) and to initiate and maintain Site operations and marketing and distribution of your Developer Products.

c) Third Party Sites. When you interact directly with the Third Party Operators, Payment Processors or Enterprise Stores or visit their web sites, you may be asked to provide personal data or submit to different requirements, policies and rules regarding the use of such sites including as to the collection of personal data. You should be aware when leaving the Sites or interacting directly with Third Party Operators or Enterprise Stores that those entities may treat your personal data differently than Cisco. You should review their respective privacy policies and terms of use.

15. REGULATORY COMPLIANCE FOR HEALTHCARE, MEDICAL AND RELATED DEVELOPER PRODUCTS. You are solely responsible for identifying and meeting the Applicable Laws of the United States Food and Drug Administration ("**USFDA**") and the Applicable Laws of any other regulatory bodies in any countries or territories where you use or make your Developer Products available, including on-going compliance with any Applicable Laws. You agree not to seek any regulatory marketing permission or take any other action or inaction that may result in Cisco or Cisco's products falling under the regulatory jurisdiction of USFDA or other regulatory bodies in the jurisdictions where your Developer Product is made available. You represent and warrant that your Developer Product, and your marketing and related promotion practices, are and will remain for the Term, in full compliance with any and all applicable regulatory requirements. You shall promptly notify Cisco of any malfunctions, corrective actions, complaints or the like of your Developer Product that would require notification to a regulatory agency under any Applicable Laws, in which case Cisco may remove your Developer Product from the Sites.

16. EXPORT COMPLIANCE. Your Developer Products may be subject to United States and local export control Applicable Laws. You must comply with all domestic and international laws and regulations governing use, export, re-export, transfer and distribution of your Developer Products. You are responsible for determining all licensing requirements and obtaining licensing authority for the distribution of your Developer Products. If your Developer Product is unable to be self-classified, you will provide Cisco with a PDF copy of the Commodity Classification Automated Tracking System (CCATS) issued by the United States Commerce Department, Bureau of Industry and Security for the applicable Developer Product. Developer Products must be submitted with an Encryption Registration Number (ERN) when required by U.S. export regulations.

You represent that you are not in an embargoed/sanctioned country and that you are not a named party on the U.S. Department of Commerce's Denied Persons List or affiliated lists, the U.S. Department of Treasury's Specially Designated Nationals List or any Government export exclusion lists.

17. GENERAL COMPLIANCE WITH LAWS AND REGULATIONS. In addition to compliance with all applicable Open Source Licenses and all Applicable Laws related to privacy, healthcare, and export, you and your Developer Products must comply with any other Applicable Laws.

18. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS.

a) Your Representations and Warranties. For each Developer Product you submit for inclusion on the Sites, and for each update or upgrade thereto, you represent and warrant that:

(1) if the person entering this agreement is doing so on behalf of a company or organization, he or she is authorized to bind the company or organization that he or she represents and for which you submit your Developer Products and you shall ensure that all personnel (including your subcontractors) comply with the terms of this Agreement;

(2) your Developer Products comply with your documentation and the CDN Marketplace Program Guidelines then in effect and you will provide truthful and accurate information to Cisco and immediately notify Cisco of any change to that information;

(3) you have all intellectual property and other rights necessary to grant the licenses and perform your obligations under this Agreement and, to the best of your knowledge, your Developer Products do not infringe or misappropriate the intellectual property or confidentiality or trade secret rights of a third party;

(4) you do not have and will not have any third party commitment which conflicts with or interferes with any of your CDN Marketplace Program obligations;

(5) you will market your Developer Product only for its cleared or approved intended use/indication for use, and only in strict compliance with Applicable laws and regulatory requirements; and

(6) your Developer Product is authorized for distribution, sale and use in, export to, and import into each of the countries designated by you during the Developer Product on boarding process or otherwise, in accordance with the Applicable Laws of those countries and all applicable export/import regulations.

b) Cisco's Disclaimer of Representations and Warranties.

CISCO AND ITS SUBCONTRACTORS MAKE NO REPRESENTATION OR WARRANTY REGARDING THE SITES, ANY PRODUCT OR SERVICE YOU RECEIVE FROM CISCO, OR OTHERWISE, OR ANY GUARANTEE REGARDING REVENUE OR SALES OF YOUR DEVELOPER PRODUCTS. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SITES AND ANY INTELLECTUAL PROPERTY AND MATERIALS FURNISHED BY CISCO OR ITS SUBCONTRACTORS IS AT YOUR SOLE RISK AND THAT THE SITES AND ANY INTELLECTUAL PROPERTY AND MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH USE. ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY CISCO AND ITS SUBCONTRACTORS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THESE DISCLAIMERS AND EXCLUSIONS SHALL APPLY EVEN IF THE WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

19. INDEMNIFICATION. You will indemnify, defend, and hold Cisco and its affiliates, its Subcontractors, and their respective customers, officers, directors, agents and employees, harmless from and against any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) ("**Claims**") arising out of or in connection with (i) your Intellectual Property and your Developer Products, (ii) any use of the Sites by you or any End User licensing your Developer Products other than as permitted under this Agreement, (iii) any warranties you make to End Users beyond the scope of those made by Cisco under this Agreement, (iv) any Claims resulting from your breach of this Agreement (including but not limited to your obligations regarding third party software, compliance with laws or representations and warranties made under this Agreement), (iv) your breach of any of your obligations under the EULA applicable to your Developer Products, or (v) Cisco's and its customers' and its Subcontractor's permitted use, promotion or delivery of your Developer

Products, Developer Content, metadata, related Logos, or images and other materials that you provide to Cisco under this Agreement. In addition to the above, you will pay all amounts mutually agreed to by you and Cisco in a monetary settlement of the Claims and all losses that result or arise from the Claims. Cisco will promptly notify you, in writing, of any Claim for which Cisco believes that it is entitled to indemnification (provided that Cisco's failure to provide such notice or to provide it promptly will relieve you of its indemnification obligations only if and to the extent that such failure prejudices your ability to defend the Claims). Cisco may employ counsel at its own expense to assist it with respect to any such Claim; provided, however, that if such counsel is necessary because of a conflict of interest of either you or your counsel or because you do not assume control, you will bear the expense of such counsel.

20. LIMITATION OF LIABILITY. CISCO, CISCO'S CUSTOMERS AND SUBCONTRACTORS SHALL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, DAMAGES, LOSSES (INCLUDING WITHOUT LIMITATION LOST BUSINESS OPPORTUNITIES OR LOST PROFITS) OR OTHER LIABILITIES YOU MAY INCUR AS A RESULT OF THE DEVELOPMENT OF YOUR DEVELOPER PRODUCTS, USE OF ANY PRODUCTS OR SERVICES PROVIDED BY CISCO AND ITS SUBCONTRACTORS, OR PARTICIPATION IN THE CDN MARKETPLACE PROGRAM, INCLUDING WITHOUT LIMITATION THE FACT THAT YOUR DEVELOPER PRODUCTS MAY NOT BE SELECTED FOR DISTRIBUTION VIA THE SITES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, CISCO, CISCO'S CUSTOMERS AND SUBCONTRACTORS WILL NOT BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES RESULTING FROM THIS AGREEMENT, REGARDLESS OF THE CLAIM'S BASIS, EVEN IF PRIOR NOTICE IS PROVIDED OF POTENTIAL DAMAGES. CISCO, CISCO'S CUSTOMERS AND SUBCONTRACTORS WILL NOT BE LIABLE FOR ANY AMOUNT IN EXCESS OF THE FEES RECEIVED BY CISCO FROM YOU AND END-USERS OF THE APPLICABLE DEVELOPER PRODUCT DURING THE 6 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. THIS LIABILITY LIMITATION IS CUMULATIVE.

You agree that the limitations of liability and disclaimers set forth herein will apply and agree that Cisco has and entered into the Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

21. CONFIDENTIALITY. Cisco works with many application and software developers and some of their products may be similar to or compete with your Developer Products. Cisco may also be developing its own similar or competing applications and products or may decide to do so in the future. To avoid potential misunderstandings, Cisco cannot agree to, and expressly disclaims any confidentiality obligations or use restrictions, express or implied, with respect to any information that you may provide in connection with this Agreement or the CDN Marketplace Program (such disclosures will be referred to as "**Your Disclosures**"). You agree that all of Your Disclosures will be non-confidential. Cisco will be free to use and disclose any of Your Disclosures on an unrestricted basis without notifying or compensating you. You release Cisco, its customers and its Subcontractors from all liability and obligations that may arise from the receipt, review, use, or disclosure of any portion of any Your Disclosures. Any physical materials you submit to Cisco will become Cisco property and Cisco will not have any obligation to return those materials to you or to certify their destruction.

22. MISCELLANEOUS.

a) Publicity. Cisco may identify you as CDN Marketplace Program developer and use your name and/or Logo in press materials, promotions, presentations, white papers, on the Sites, and in client lists and other materials. You may not issue any press releases or make any other public statements regarding this Agreement, its terms and conditions, or the relationship of the parties without Cisco's express prior written approval, which may be withheld at Cisco's sole discretion.

b) Force Majeure. If the performance of any element of this Agreement is prevented, restricted or interfered with due to a cause beyond the reasonable control of the Parties, the affected party will be excused from performance until the force majeure event is removed, provided that the affected party provides prompt notice to the other party and uses reasonable efforts to avoid or remove the causes of non-performance. This provision will not excuse either party from any payment obligation. If a force majeure event persists for more than thirty (30) days that prevents a party from performing its obligations, either party may terminate this Agreement upon 15 days notice, unless the force majeure event has been removed.

c) Subcontractors. Cisco will have the right to utilize Subcontractors to fulfill its obligations under this Agreement.

d) Other. This Agreement is governed by the laws of the State of California in the United States, without giving effect to any conflict of laws rules or principles that would require the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. If any provision of this Agreement is held to be unenforceable, that provision will be removed and the remaining provisions will remain in full force. The failure of either party to require performance by the other of any provision of this Agreement will not affect the full right to require performance at any later time; nor will the waiver by either party of a breach of any provision hereof be deemed a waiver of the provision itself. Except as provided in Section 6 and Appendix 2, nothing contained in this Agreement may be construed as creating any agency, employment or other special relationship between the parties. A breach of this Agreement may cause irreparable damage for which recovery of monetary damages would be inadequate and either party may seek injunctive or other equitable relief, in addition to any and all remedies available at law. You may not assign or transfer any of your rights under this Agreement without Cisco's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. You have not relied on the availability of any future version of the CDN Marketplace or the Sites or any future product in executing this Agreement. No third party beneficiaries are intended. This Agreement and the other agreements and documents referenced herein, as they may be updated from time-to-time, comprise the complete and exclusive statement of the agreement between the parties and supersede any proposal or prior agreement, oral or written, and any other communications between the parties in relation to the subject matter of this Agreement. All amendments or modifications of this Agreement must be made in writing and signed or electronically acknowledged or accepted by duly authorized representatives of each party. If we elect to change the terms of this Agreement, in order to continue to participate in the CDN Marketplace Program you must accept and agree to any new terms. If you do not agree to any new terms of this Agreement, your participation in the CDN Marketplace Program may be immediately suspended or terminated by Cisco without notice, subject to Section 4 (d) (Effect of Termination). You agree that your acceptance of any new terms of this Agreement may be signified electronically, including without limitation, by your checking a box or clicking on an "I agree" or similar button. Except as otherwise expressly provided in this Agreement, all notices or claims under this Agreement must be in writing and if (i) from Cisco to you, then they will be directed to the address indicated during the on boarding process, and if (ii) from you to Cisco must be directed via email to cisco-developer-network@cisco.com, each as may be revised in writing from time to time. Notices will be effective upon delivery. Any provisions intended by their nature to survive any expiration or termination of this Agreement will do so.

APPENDIX 1

DEFINITIONS

The following capitalized terms used in this Agreement are defined as follows:

Apps – means the software developed by or for you that you offer for license to End Users on the App Sites.

AppHQ – means the general App marketplace where End Users can download your Apps.

App Sites – means the AppHQ site and any Enterprise Store App sites.

CDN Marketplace Agreement – means this Cisco Developer Network Marketplace Agreement.

CDN Marketplace Program – means the developer program managed by Cisco to provide a platform for Members to distribute their Developer Products.

CDN Marketplace Program Guidelines – means the Cisco Developer Network Marketplace Program Guidelines accessible through the link provided in Section 3 of this Agreement.

CDN Portal – means the Cisco portal that allows you to access available Cisco technologies and self-service online community support through forums, frequently asked questions, sample scripts, and other self-help tools that enable third-party development of business solutions.

Cisco – means Cisco Systems, Inc. and any of its affiliates that Cisco utilizes to fulfill its obligations under this Agreement.

Default EULA Terms – means the provisions of our customer terms of use for the Sites which we designate as default end user license terms which are accessible at the following link: EULA.

Developer Content – means all content, materials, intellectual property and/or information uploaded, delivered to, placed or made available by you on the Sites, including your Developer Products.

Developer Product(s) – means all software applications, content, games, digital materials, solutions and services that you offer or submit for offer to End Users on the Sites, including any content, ads, services, technology, data and other digital materials included in such items, together with their enhancements, upgrades, updates, bug fixes, new versions and other modifications and amendments.

End User – means an individual and/or entity that purchases or licenses your Developer Products.

Enterprise Store – means an electronic application software store and its storefront, where employees of the applicable enterprise will be able to download those Developer Products that are specifically approved for use for that enterprise.

Member – means a CDN Marketplace Program participant.

Open Source License – means a software license under which the source code is made available under terms that allow any licensee to copy, create derivative works and distribute the software without any fee or cost.

Open Source Technology – any technology that is or becomes subject to the terms of an Open Source License.

Payment Processor – means a financial account processor approved for your use by Cisco (such an approval does not constitute an endorsement).

Sites – means collectively the CDN Community Site, the CDN Marketplace Site and the App Sites.

Third Party Operator – means a vendor engaged by Cisco as an independent contractor or agent to operate the CDN Marketplace Site and the App Sites for the purposes of enabling the Marketplace Program and providing a platform and/or payment processing system for you to distribute your Developer Products.

Transaction Fees – means the Transaction Fees set forth in the CDN Marketplace Program Guidelines, as may be revised by Cisco from time to time, which will be assessed on the distribution of a Developer Product for which you charge a fee.

APPENDIX 2

AGENCY RELATIONSHIP

1. APPOINTMENT OF AGENT.

a) You hereby appoint Cisco, as your worldwide sales agent for delivery of your Developer Products to End Users during the Term. You acknowledge: (i) that Cisco will deliver your Developer Products to End Users, through one or more Sites, but for you and on your behalf; (ii) that Cisco will provide copies of your Developer Products to Subcontractors and customers for their review, testing and approval; and (iii) that Cisco customers may, in their sole discretion, classify your Developer Products on their Enterprise Stores. For example, but without limitation, a Cisco customer may classify your Developer Products as "Certified, "Recommended", or "Use at your own risk", and you acknowledge that Cisco has no control over, nor does Cisco participate in, the formulation or award of, such classifications.

b) In furtherance of the Cisco's appointment under Section 1. a) of this Appendix 2, you hereby authorize and instruct Cisco to:

(i) market, solicit and obtain orders on your behalf for your Developer Products through the relevant Sites from End Users located in the countries you designate under Section 2. a) of this Appendix 2;

(ii) impose, collect and remit sales/use or other similar taxes in Cisco's name in those jurisdictions we have designated in the then current CDN Marketplace Program Guidelines;

(iii) provide hosting services to you either directly or indirectly through Subcontractors, in order to allow for the storage of, and End User access to, your Developer Product;

(iv) make copies of, format, and otherwise prepare your Developer Products for acquisition and download by End Users, including adding any security solutions and digital certificates;

(v) allow End Users to access copies of your Developer Products, so that End Users may acquire from you and electronically download your Developer Products and Developer Content and associated metadata through one or more Sites;

(vi) issue invoices to End Users for the for the license fees or purchase price payable for your Developer Products;

(vii) use (a) screen shots and/or up to 30 second excerpts of your Developer Products; (b) trademarks and logos associated with your Developer Products; and (c) Developer Content, for promotional purposes in marketing materials, and use images and other materials that you provide to Cisco, at Cisco's reasonable request, for promotional purposes in marketing materials; and

(viii) otherwise use your Developer Products, Developer Content and associated metadata as may be reasonably necessary in the delivery of your Developer Products in accordance with this Agreement.

c) The parties acknowledge and agree that their relationship under this Appendix 2 is that of principal and agent, and that you, as principal, remain the primary obligor and are solely responsible for any and all claims and liabilities involving or relating to, your Developer Products, as provided in this Agreement. The parties acknowledge and agree that your appointment of Cisco as your agent under this Agreement is non-exclusive.

d) Cisco's appointment as your agent shall survive expiration or termination of the Agreement for a reasonable phase-out period not to exceed sixty (60) days.

e) All of your Developer Products delivered by you to Cisco under Section 2. a) of this Appendix 2 shall be made available by Cisco through the relevant Sites for download by End Users at the price you specify, (although you are not required to charge a fee for use of your Developer Products). Cisco will collect the applicable fee for each distribution of your Developer Products and distribute the fees as set forth in the then current version of the CDN Marketplace Program Guidelines.

2. DELIVERY OF DEVELOPER PRODUCTS TO CISCO.

a) You will deliver to Cisco, at your sole expense, your Developer Products, Developer Content and associated metadata, in a format and manner prescribed by Cisco, as required for the delivery of your Developer Products to End Users in accordance

with this Agreement. You hereby grant permission to the Cisco to provide copies of your Developer Products, Developer Content and associated metadata to the relevant Cisco Subcontractors and customers for review, testing and approval as set forth above and in the Agreement. Metadata you deliver to Cisco under this Appendix 2 will include: (i) the title and version number of each of your Developer Products; (ii) the countries you designate, in which you wish Cisco to allow End Users to be distributed your Developer Products; (iii) any copyright or other intellectual property rights notices; (iv) your EULA, if any, in accordance with Section 3. b) of this Appendix; and (v) a description of your Developer Products (including contact information so that End Users can contact you for questions about your Developer Products and related maintenance, technical support and/or warranties that you provide) that Cisco and will use to market your Developer Products on the relevant Sites.

b) All Developer Products will be delivered by you to Cisco using software tools, a secure FTP site address and/or such other delivery methods as prescribed by Cisco.

3. OWNERSHIP AND END USER LICENSING.

a) The parties acknowledge and agree that Cisco and Cisco's customers shall not acquire any ownership interest in or to any of your Developer Products or Developer Content, and title, risk of loss, responsibility for, and control over your Developer Products shall, at all times, remain with you. Cisco may not use any of your Developer Products or Developer Content for any purpose, or in any manner, except as specifically authorized in this Agreement.

b) If you provide a separate End User License Agreement ("**Developer EULA**") at the time you submit your Developer Products, those terms will govern the use of your Developer Products, to the extent the Developer EULA complies with the requirements of, and is not inconsistent with, this Agreement. You agree that the provisions of our Default EULA Terms, accessible at the following link: EULA, will apply to End Users' use of your Developer Products. The Default EULA Terms specify, among other things, that you are the licensor of your Developer Products and that we are not parties to your Developer EULA. If there are any conflicts between the Default EULA Terms and your Developer EULA, then to the extent of such conflict the Default EULA Terms will control. We do not have any responsibility or liability related to compliance or non-compliance by you or any End User under your Developer EULA or the Default EULA Terms and you are in control of how you police and enforce your Developer EULA with End Users.

c) You hereby acknowledge that the EULA for each of your Developer Products is solely between you and the End User and conforms to applicable law, and Cisco, Cisco's customers and Subcontractors shall not be responsible for, and shall not have any liability whatsoever under, any EULA or any breach by you or any End User of any of the terms and conditions of any EULA.

4. RESPONSIBILITY AND LIABILITY.

You are solely responsible for, and Cisco, Cisco's customers and Subcontractors will not have any responsibility or liability whatsoever for:

a) the installation and/or use of any of your Developer Products by any End User,

b) any and all product warranties, End User assistance and support with respect to each of your Developer Products,

c) any and all claims, suits, liabilities, losses, damages, costs and expenses arising from, or attributable to, your Developer Products and/or the use of your Developer Products by any End User, including, but not limited to: (i) claims of breach of warranty, whether specified in the EULA or established under applicable law; (ii) product liability claims; and (iii) claims that any of your Developer Products and/or the End User's possession or use of your Developer Products infringes the copyright or other intellectual property rights of any third party.

5. TERMINATION.

a) This Appendix 2, and all of Cisco's obligations hereunder, shall terminate upon the expiration or termination of the Agreement.

b) If you no longer have the legal right to distribute your Developer Products, or to authorize Cisco to distribute your Developer Products to End Users in accordance with this Appendix 2, you will promptly notify Cisco and Cisco will withdraw the applicable Developer Products from the relevant Sites; provided, however, that such withdrawal by you under this Section 5. b) shall not relieve you of any of your obligations to Cisco under this Appendix 2, or any liability to Cisco, any Cisco customer, any Subcontractor, or any End User with respect to your Developer Products.

6. LEGAL CONSEQUENCES.

The relationship between you and Cisco established by this Appendix 2 may have important legal consequences for you. You acknowledge and agree that it is your responsibility to consult with your legal advisors with respect to your legal obligations hereunder.

APPENDIX 3

Terms of Use for Hardware and Software Provided for Testing

Cisco may in its sole discretion choose to loan you one or more Cisco products, which may include pre-release or EFT (early field trial) hardware or software, for your use in developing Applications. In the absence of a separate, written Equipment Loan Agreement, Multiple Use Beta Testing Agreement ('**MUBTA**") or other written agreement for use of such Cisco hardware and/or software for testing (collectively "Test Versions"), you agree that the terms and conditions of this Appendix 3 apply. We may initiate the loan of Test Versions through an exchange of emails referencing the Marketplace Agreement and this Appendix 3.

(a) Loan Period; Restriction on Use. Test Versions provided under these terms are made available for use for up to twelve months as designated by Cisco in writing (the "**Loan Period**"). You may only utilize loaned Test Versions for development of Applications and may not use the Test Versions in any manner to operate or support business of any kind. Use of any Test Versions of software is also subject to the software license grant referenced below.

(b) Modifications. You agree to promptly implement any updates, modifications and/or changes to Test Versions as reasonably requested by Cisco. Except for the foregoing, you agree not to alter or modify any Test Versions during the Loan Period without Cisco's prior written direction or approval.

(c) Protection and Return of Test Versions. You agree to keep the Test Versions in a security-enabled area with access limited solely to you or personnel you are responsible for and who are involved in testing and development of your Developer Products subject to these terms of use. At the end of a Loan Period, or at any time upon Cisco's request, you agree to promptly return the Test Versions to Cisco at your expense as directed by Cisco and to destroy all copies of any Test Versions of software. You agree not to disclose information relating to the Test Versions and accompanying documentation provided under these terms and to use such information solely for the purpose of creating your Developer Products. If Cisco asks, you agree to grant Cisco prompt access to the Test Versions.

(d) DISCLAIMER OF WARRANTY. ANY TEST VERSIONS PROVIDED HEREUNDER ARE MADE AVAILABLE "AS IS." CISCO DISCLAIMS ANY WARRANTIES IN CONNECTION WITH THE TEST VERSIONS, INCLUDING MODIFICATIONS AND IMPROVEMENTS THERETO, DELIVERED HEREUNDER, WHETHER EXPRESS, IMPLIED, OR STATUTORY. CISCO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

(e) Support. Cisco does not generally provide support for Test Versions; provided, however, if Cisco does, in its sole discretion, provide support to you for any Test Version, such support will be provided on an "as is" basis without warranty of any kind.

(f) Ownership. You acknowledge that Cisco and its suppliers retain exclusive ownership of all right, title and interest to the Test Versions, the design(s) of the Test Versions, any tools, the specifications for the Test Versions, and any accompanying documentation, and the intellectual property rights therein and thereto (including without limitation, all patent rights, design rights, copyrights and trade secret rights). You agree not to (i) alter, modify, copy, or in any way reverse engineer, decompile or disassemble the Test Versions, or design, or make derivative works based upon the Test Versions, or use the Test Versions to develop any products other than your Applications; or (ii) sell, license, rent, or transfer the Test Versions to any third party.

(g) Software License Grant. Cisco hereby grants to you and you accept a personal, non-transferable, non-exclusive license (without right to sublicense) to use the Test Versions of any software provided during the Loan Period solely for your internal purpose of developing Developer Products at a single Developer site. Test Versions of software provided with hardware may be used only with the hardware with which it is delivered, and no copies of the Test Versions of software shall be made except for one (1) archival copy which you agree to destroy upon return of the Test Versions of hardware. Except as explicitly provided in these terms, use of Test Versions of software will also be subject to any accompanying click-wrap agreement, shrink-wrap agreement or other End User License Agreement (collectively, an "**Accompanying EULA**") provided by Cisco. If Cisco does not provide an Accompanying EULA, then Cisco's standard EULA will apply and it may be found at the following link:

http://www.cisco.com/en/US/docs/general/warranty/English/EU1KEN_.html.

(h) Export Controls. The Test Versions supplied by Cisco under the foregoing Terms of Use are subject to U.S. and local export control laws and regulations. You must comply with all laws and regulations governing use, export and re-export.