



Cisco Aironet Developer Platform Hardware Development Kit & Documentation Agreement

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4.1 You shall take all reasonable measures to maintain the confidentiality of the Documentation and the Cisco information contained therein (the “**Confidential Information**”). You shall at all times, both during the term of this Agreement and for a period of at least three (3) years after its termination, keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than as expressly authorized by Cisco under this Agreement, or disclose any such Confidential Information to third parties without Cisco’s prior written consent. The obligations of confidentiality shall not apply to information which (a) has entered the public domain except where such entry is the result of your breach of this Agreement; (b) prior to disclosure hereunder was already rightfully in your possession; (c) subsequent to disclosure hereunder is obtained by you on a non-confidential basis from a third party who has the right to disclose such information to you; or (d) is required to be disclosed pursuant to a court order, so long as Cisco is given adequate notice and the ability to challenge such required disclosure.

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