Open Network Function Virtualization (NFV)
Program Agreement

By signing below, the Partner agrees and enters into this Open NFV Program Agreement ("Agreement") with the Cisco entity listed in Exhibit C ("Cisco"), as of the Effective Date, which Agreement consists of these integrated parts:

1. This document and its hereby-incorporated Exhibit A (Definitions) and Exhibit B (Mutual Non-Disclosure Agreement);
2. Open NFV Program Guidelines (most current version available at http://cs.co/3nfv ;
3. Solution Support Terms (most current version available at http://cs.co/3nfv ; and
4. All online contractual terms, policies, and Cisco requirements referenced in or linked via any of the foregoing, including at successor URLs.

1. **FEES.** Partner timely shall pay to Cisco all applicable fees as required hereunder, including a certification fee ("Program Fee") for the Initial Term and each Renewal Term. All Program Fees are payable in U.S. dollars; exclude all governmental taxes, duties, and charges of any kind; and are non-refundable and non-prorated.

2. **INTELLECTUAL PROPERTY.**

   A. Nothing in this Agreement shall transfer any right, title, or interest in or, except as expressly set forth herein, grant any license, express, implied, or by estoppel, to any property, Intellectual Property Right, or Confidential Information of either Party. Partner shall use Program Logos only as authorized hereunder and otherwise by Cisco in writing.

   B. Upon reasonable request, each Party shall provide the other Party with the information and materials necessary so that each Party can conduct interoperability testing of the VNF components with the Cisco NFV platforms (the "Purpose"); provided, however, that either Party can refuse to provide such information to the other Party due to confidentiality or trade secret protection concerns. In the event that one Party (the "Licensor") provides software and associated documentation (collectively, "Software") to the other Party (the "Licensee") for the Purpose, Licensor grants to Licensee a limited, non-transferable, non-exclusive, revocable, royalty-free and fully-paid license (without the right to sublicense) during the Term of this Agreement to install and use one or more copies of the Software in executable code form, in accordance with its documentation, solely for the Purpose; provided, however, that Cisco may transfer the license rights granted in this Section 2(b) to an affiliate or third party contractor for the purpose of exercising the rights granted by the Licensor to Cisco under this Section 2(b). The Parties understand and agree that any Software provided pursuant to this Agreement constitutes Confidential Information subject to the Mutual NDA and any other confidentiality agreements between the Parties.

   C. Other than as expressly permitted in this Agreement, neither Party shall directly or indirectly: (i) sell, redistribute, sublicense or transfer the other Party's Software, or any portion thereof, to any third party; (ii) modify, translate, reverse engineer, decompile, disassemble, create derivative works based on, or copy the other Party's Software or any portion thereof; (iii) rent or lease any rights in the other Party's Software in any form to any third party; (iv) use the other Party's Software for the benefit of any third parties, or to develop products or services competitive with the other Party's products or services, provided, however, that nothing in the foregoing shall restrict a Party from using its own (or third party) Software to develop products or services competitive with the other Party's products or services; (v) remove, alter or obscure any proprietary notice, labels or marks on any of the other Party's Software; or

(vi) use the other Party's Software in a production environment or in any other manner not permitted by this Agreement.

D. Partner shall be solely responsible for all Partner Content, including as to its compliance with Partner's branding guidelines and other policies. Subject to the restrictions set forth in the Mutual NDA, Partner grants to Cisco a worldwide, royalty-free, sub-licensable, transferable license to use, copy, create derivative works, disclose, distribute, process, store, and publicly perform and display the Partner Content regarding the Program or to exercise or protect Cisco's rights or comply with Applicable Law.

E. Program and all related records shall constitute Cisco's Confidential Information and property. Either Party may use Feedback without any payment or duty of accounting or reporting.

3. **MARKETING.**

A. Subject to the limitations set forth in Section 2(a) above, Cisco shall have the right to include Partner's name, VNF component, image of the other Party's logo, and a link to Partner's web site on Cisco's websites and in marketing materials to promote the Program.

B. Subject to its compliance with the terms and conditions of this Agreement and the Program, Partner shall have the right to reference the Program and use the term "Cisco Enterprise NFV Certified" on Partner's websites and in marketing materials to promote its VNF components; provided, however, that Partner must provide Cisco with a draft of any websites and/or marketing materials referencing the Program prior to public dissemination of same.

4. **CONFIDENTIALITY.** The Parties hereby agree and enter into the Mutual NDA, as of the Effective Date. The Mutual NDA shall not amend or supersede any confidentiality protection or duty of either Party under any other agreement.

5. **TERM AND TERMINATION.** This Agreement commences on the Effective Date and shall have a twelve (12) month term ("Initial Term") and shall automatically renew for consecutive like terms (each, a "Renewal Term"), contingent on Partner's continued compliance with the Open NFV Program Guidelines (including timely payment of all applicable fees) and the Solution Support Terms. All licenses granted hereunder shall terminate thirty (30) days after the expiration or earlier termination of this Agreement, except that Cisco may continue to store Partner Content for archival purposes. This Agreement may be terminated for convenience, for any reason or no reason, by either Party upon no less than thirty (30) days prior written notice to the other. This Agreement may be terminated by Cisco for cause at any time upon Partner's material breach of the Agreement, on ten (10) days' notice, except that this Agreement may be terminated by Cisco immediately upon Partner's breach of any provision of Section 2 (Intellectual Property); Section 4 (Confidentiality); or Section 8 (Compliance with Laws, including Anti-Corruption Laws, and Cisco Policies).

6. **INDEMNIFICATION.** Subject to Section 7, Partner shall indemnify, defend and hold harmless Cisco from any claim, loss, damage, or expense, including but not limited to, reasonable court costs and attorneys' fees, resulting from any claim made by a third party that Partner Content infringes third party Intellectual Property rights.

7. **LIMITATION OF LIABILITY, DAMAGES WAIVER & WARRANTY DISCLAIMER.**

A. SUBJECT TO SECTION 7(B), EACH PARTY'S AGGREGATE LIABILITY IS LIMITED TO THE GREATER OF U.S.$100,000 OR THE MONEY PAID TO CISCO UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT FIRST GIVING RISE TO SUCH LIABILITY.

B. NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES ANY LIABILITY, IRRESPECTIVE OF WHETHER FORESEEN, FORESEEABLE, KNOWN OR OTHERWISE, OF EITHER PARTY TO THE OTHER PARTY FOR OR ARISING OUT OF: (I) FRAUD OR FRAUDULENT MISREPRESENTATION; (II) BREACH OF CONFIDENTIALITY; (III) BODILY INJURY OR DEATH CAUSED BY ITS NEGLIGENCE; (IV) ANY LIABILITY THAT CANNOT BE

LIMITED OR EXCLUDED UNDER APPLICABLE LAW; OR (V), OF PARTNER, OUT OF ITS BREACH OF ITS INDEMNIFICATION OBLIGATIONS IN SECTION 6 OR MISUSE OF ANY INTELLECTUAL PROPERTY RIGHT.

   C. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR (I) ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR UNFORESEEN DAMAGES; (II) LOSS, CORRUPTION, OR INACCESSIBILITY OF DATA; OR (III) LOSS OF REVENUES, PROFITS, BUSINESS, GOODWILL, OR ANTICIPATED OPPORTUNITY, SALES, OR SAVINGS WHETHER ARISING IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

   D. PARTNER ACCEPTS ALL PROGRAM SERVICES AND CISCO CONFIDENTIAL INFORMATION "AS IS" AND WITH ALL FAULTS. ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS OR WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF KNOWN TO CISCO), NONINFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE ARE HEREBY EXCLUDED TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW.

8. COMPLIANCE WITH LAWS AND CISCO'S POLICIES. Both Parties shall comply, including Partner as to Partner Content, with all applicable laws, irrespective of jurisdiction and of statutory or whatever nature, and legal obligations (collectively, "Applicable Law") and represent and warrant such compliance. Partner shall comply with all of Cisco's partner requirements, including regarding anti-corruption, *e.g.*, http://www.cisco.com/legal/anti_corruption.html. Partner shall provide and maintain accurate and complete Partner Content.

9. GENERAL TERMS.

      A. This Agreement and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the jurisdiction set forth in Exhibit C for the applicable Cisco entity, without regard to the conflicts of laws provisions thereof.

      B. This Agreement does not entitle Partner to resell any Product and purchase any Product.

      C. If any part of this Agreement is held void or unenforceable, the remainder continue in full effect.

      D. Cisco may modify or discontinue all or part of Program at its discretion.

      E. Absent Cisco's prior written consent, Partner, including by change of control, shall not assign all or part of this Agreement, and Partner's attempted unconsented assignment shall be void and immediately terminate this Agreement.

      F. This Agreement (including the integrated parts referenced above) is the entire agreement between the Parties regarding the Program and, except by a written amendment hereto signed by the Parties or except as to updates to the Program Guidelines and the Solution Support Terms (each of which may be updated from time to time in Cisco's sole discretion), any conflicting or different term in any other document has no effect hereupon. In the event of any conflict between this document and any of the integrated parts referenced above, this document shall govern.

      G. Cisco may require Partner to pay additional fees or consent to additional terms to access Program Services.

      H. These terms survive the expiration or earlier termination of this Agreement: All definitions; each Party's duties as to Confidential Information for three (3) subsequent years; Sections 2, 6, 7, and 9; and Cisco's archival rights under Section 5.

I. Partner represents and warrants that the person signing this Agreement is authorized to act on behalf of, and bind, Partner.

J. All activities hereunder shall be conducted electronically with notices to Partner to any Partner contact known to the Program and to Cisco by both sending an email to: nfv-ecosystem@cisco.com.

Partner warrants and represents that its signatory whose signature appears below is on the date of signature authorized to execute this Agreement.

_____
Partner Name

_____
Authorized Signature

_____
Signatory Name

_____
Date

EXHIBIT A TO NFV PROGRAM AGREEMENT
DEFINITIONS

Capitalized terms shall have the defined meanings set forth in this Exhibit A and elsewhere in this Agreement.

1. "Confidential Information" means (a) any information disclosed by one Party or its affiliates or agents (collectively, "Discloser") to the other Party or its affiliates or agents (collectively, "Recipient") and (i) designated as confidential or the like upon disclosure and, if disclosed verbally, confirmed in writing within thirty (30) days; or (ii) accessible via Cisco-issued credentials for non-public access to Cisco systems and the Program Web Site; (b) any Software provided to a Party under this Agreement; and (c) the terms and conditions of this Agreement and other agreements incorporated herein.

2. "Effective Date" means the date on which this Agreement is signed by Partner.

3. "Feedback" means all communications, exclusive of any Intellectual Property Rights therein, from one Party to the other about the latter's technology or business.

4. "Intellectual Property Right" means any intangible and exclusionary property rights in any jurisdiction including (a) inventions, patents, patent applications, invention disclosures, or any potentially patentable subject matter; (b) all copyrights in all works and all registrations, applications, and moral rights associated with same; (c) irrespective of registration, all logos or other indicia of corporate identity or the source of any good, technology, or service and all registrations and applications associated with same; (d) all know-how and trade secrets; and (e) all Confidential Information and information otherwise protected via agreement(s) between the Parties.

5. "NFV" means Network Function Virtualization.

6. "Partner Content" means all logos, text, and other materials uploaded or otherwise provided by Partner to Cisco.

7. "Partner" means the legal entity that, through its representative, has entered into this Agreement.

8. "Party(ies)" means Cisco or Partner or both, as the case may be.

9. "Product" means any Cisco product, technology, service, platform, hardware, documentation, or software that Cisco, at its discretion, may permit Partner to access or use.

10. "Program Guidelines" means the Cisco online website providing other Program details, including as Cisco modifies that website at its discretion, effective ten (10) days after Cisco's posting of same except that modifications of the Program Fee shall be applicable to the Partner's then-subsequent Renewal Term, if any.

11. "Program Service(s)" means the Program services and tools that may be available, at Cisco's discretion, to eligible Program partners as set forth in the Program Guidelines and the Program Web Site.

12. "Program Web Site" means, collectively, the Cisco websites, pages, and linked or referenced online content that provide information related to the Program, including at https://developer.cisco.com/site/nfv/#read-me-first.

13. "Program" means the NFV Open Ecosystem Program.

14. "Solution" means each iteration of Partner's offerings, including as may be validated under this Agreement and applicable test plans to be interoperable with one or more Products.

15. "VNF" means Virtualized Network Functions.

EXHIBIT B TO NFV PROGRAM AGREEMENT
MUTUAL NON-DISCLOSURE AGREEMENT

1.   DUTIES.   Recipient shall maintain all Discloser's Confidential Information in strict confidence, restricting access to Discloser's Confidential Information to only those individuals who have a need to know the Confidential Information for the Purpose and who are bound by obligations that are consistent with this Mutual Non-Disclosure Agreement. In all instances, Recipient shall use Discloser's Confidential Information only for the Purpose. Recipient must protect Discloser's Confidential Information to the same degree and standard of care that Recipient protects its own confidential information of like nature, but not less than to a reasonable standard of care. Within thirty (30) days of Discloser's written request, Recipient shall return, permanently destroy, or permanently erase Discloser's Confidential Information and provide written certification of same to Discloser.

2.   EXCLUSIONS. Recipient shall have no duties of confidentiality and non-use as to information that: (i) becomes publicly available, absent Recipient's breach; (ii) is received on a non-confidential basis from a third party absent a breach of duty to Discloser; (iii) is independently known by Recipient without confidentiality restriction prior to disclosure as evidenced by Recipient's written records; (iv) is developed independently by Recipient without reference to Discloser's Confidential Information as evidenced by Recipient's written records; or (v) is disclosed by written authority duly-granted to it by Discloser.

EXHIBIT C TO NFV PROGRAM AGREEMENT
CISCO ENTITY, CHOICE OF GOVERNING LAW & JURISDICTIONAL CONSENTS

As determined by the Partner's principal place of business in the following table, the applicable Cisco entity party to this Agreement, choice of governing law, and Parties' exclusive jurisdictional consents shall be as set forth in this Exhibit C, irrespective of any principles of conflicts of laws. Cisco may, from time to time and at its discretion, replace or add Cisco entities without the need to amend this Agreement, in each such case "Cisco" means the local Cisco entity doing business with Partner. The Parties disclaim the application of the U.N. Convention on Contracts for the International Sale of Goods.

Partner's Principal Place of Business	Applicable Cisco Entity	Governing Law & Jurisdictional Consent
Australia	Cisco Systems Australia Pty Limited, ABN 52 050 332 940, an Australian corporation having its principal place of business at L10, 80 Pacific Highway, North Sydney, NSW 2059, Australia	• New South Wales, Australia. • Jurisdiction of state and federal courts within the State of New South Wales, Australia.
Brazil for not-for-resale purchases or for Program Services offered in Brazil by Cisco Commercio e Servicos de Hardware e Software do Brasil Ltda	Cisco Commercio e Servicos de Hardware e Software do Brazil Ltda., a Brazilian company having its principal place of business at CENU – West Tower, 2nd Floor, Room 1, Av. das Nações Unidas 12901, Brooklin Novo, São Paulo – CEP, Brazil, 04578-000.	Brazil
Canada	Cisco Systems Canada Co., a Canadian corporation having its principal place of business at 88 Queens Quay West, Suite 2700, Toronto, Ontario, M5J 0B8, Canada.	• The Province of Ontario, as if performed wholly within the province. • Jurisdiction of the courts of the Province of Ontario.
India, the Netherlands, or Republic of Korea	Cisco Systems International B.V., a Netherlands corporation having its principal place of business at Haarlerbergpark, Haarlerbergweg 17-19, 1101 CH, Amsterdam, the Netherlands.	• England. • Jurisdiction of the courts in England.
China	Cisco China Company, Limited, a China company having its principal place of business at Building No.3, 19 and 20 Floor, Wangjiang International Center, Shangcheng District, Hangzhou City, China	• People's Republic of China • Arbitration at China International Economic and Trade Arbitration Commission in Beijing

Partner's Principal Place of Business	Applicable Cisco Entity	Governing Law & Jurisdictional Consent
Israel, the Asia Pacific Region (excluding China, Australia, India, Republic of Korea, and Japan), the Middle East, Africa, or Central or Eastern Europe (excluding Switzerland, the Netherlands, the Russian Federation, and any member states of the European Economic Area).	Cisco International Limited, a United Kingdom company having its principal place of business at 1 Callaghan Square, Cardiff, CF 10 5BT, United Kingdom.	• England. • Jurisdiction of the courts in England.
Italy	Cisco Systems (Italy) s.r.l., an Italian company having its principle place of business at Via del Serafico, 200 00142 Roma, Italy.	• England. • Jurisdiction of the courts in England.
Japan	Cisco Systems G.K., a Japanese corporation having its principal place of business at Midtown Tower Building 9.7.1, Akasaka, Minato-ku, Tokyo 107-6227, Japan.	• Japan. • Jurisdiction of the courts in Japan.
Latin America, the Caribbean, the United States of America; Brazil for Partner's not-for-resale purchases hereunder and for Program Services offered by Cisco Systems, Inc. in Brazil; or other countries or regions not otherwise identified in this table.	Cisco Systems, Inc., a California corporation having its principal place of business at 170 West Tasman Drive, San Jose, California 95134, United States.	• State of California and the United States of America, as if performed wholly within that State. • Jurisdiction of the state and federal courts in California.
Russian Federation	Cisco Solutions LLC, a Russian limited liability company having its principle place of business at Krylatskaya Street, 17, Building 4, Moscow 121614, Russian Federation.	• Russian Federation • Jurisdiction of the federal courts in Moscow, Russian Federation.