

HACKATHON PARTICIPATION AGREEMENT

Cisco Systems, Inc. ("Cisco") is pleased to present the Internet of Things World Forum Hackathon ("Hackathon") hosted by MonkeyBars. The Hackathon is governed by this Hackathon Participation Agreement ("Agreement"). By entering the Hackathon, you ("Participant") agree to abide by the Agreement which is a binding legal agreement between Participant and Cisco with respect to the Hackathon.

Participation in the Hackathon

Participant must be at least 18 years of age and a legal resident of the United States to be eligible to participate in the Hackathon. In addition to the Agreement, Participant agrees to abide by MonkeyBars Code of Conduct posted at [MonkeyBars to provide URL] and additional documents, if any, provided in connection with the Hackathon (collectively "Additional Documents"). Cisco has the right, at its sole discretion, to disqualify any Participant for breach of the Agreement or Additional Documents. Cisco has the right to cancel or suspend the Hackathon with or without notice and for any or no reason. Cisco is not responsible for any damage or inconvenience caused by a cancellation or suspension of the Hackathon.

Teams

Participants are expected to form teams. Team size will be a minimum of 3 Participants and a maximum of 6 Participants unless otherwise stated.

Submission

Teams of Participants are expected to provide submissions for the Internet of Things. While suggested areas relate to how the Internet of Things could change cities, transportation, education, or manufacturing, teams of Participants are not restricted to these areas. Teams of Participant should provide the submission in source code form and strive towards a working demonstration. By providing a submission in the Hackathon, each Participant represents and warrants that the submission does not violate any applicable law or any third party intellectual property rights.

Judging

The Hackathon winners will be chosen from the teams of Participants by a panel of judges selected by Cisco and/or MonkeyBars. The judges' decisions are final, binding and uncontestable. Judgment will be based on:

Practicality: 10 points.

Combination of Technologies: 10 points.

Creativity: 5 points.

Quality of Code: 10 points.

Design: 5 points.

Prizes

The prizes will be divided evenly amongst Participant team members unless otherwise noted. Cisco reserves the right not to award a prize in the event of an insufficient number of eligible entries meeting the minimum judging criteria as determined in Cisco's sole discretion. Cisco is not responsible for any dispute among teams or team Participants related to prizes. Participant is solely responsible for any applicable taxes for any prize.

Publicity and Privacy

Participant understands that the Hackathon may be photographed, videotaped, recorded, etc. and hereby grants Cisco and/or Monkeybars the right to use or refrain from using Participant's name and/or likeness any and all footage about Participant's participation in the Hackathon and Participant's Hackathon submission in any manner or media that Cisco and/or Monkeybars sees fit without Participant's review or approval and without compensation. By participating in the Hackathon, Participants agree that their personal data provided as part of the Hackathon may be used for the purposes of the Hackathon. Cisco will use Participant's personal data subject to Cisco Online Privacy Statement at http://www.cisco.com/web/siteassets/legal/privacy_full.html

Licensing and Intellectual Property Rights

Cisco does not claim any license or any intellectual property rights in Participant's submission, except for the limited license to review the submission as part of Hackathon judging and awarding of prizes.

Liability Release and Indemnity

UNDER NO CIRCUMSTANCES WILL CISCO BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH, ARISING OUT OF OR RELATING IN ANY WAY TO THE HACKATHON AND/OR THIS AGREEMENT. Participant shall indemnify and hold Cisco and its officers, directors, employees, successors and assigns harmless against any claims, losses, damages, liabilities and expenses (including reasonable attorneys' and other professionals' fees) incurred by Cisco in connection with, arising out of or relating in any way to the Hackathon and/or this Agreement.

Governing Law and Severability

All disputes, claims and causes of action arising out of or in connection with the Hackathon, prizes or the Agreement shall be resolved individually, without resort to any form of class action, and exclusively by the state courts of the State of California for the County of Santa Clara or the United States District Court for the Northern District of California and each of the Participants submit to the exclusive jurisdiction and venue of such courts for the purpose of any such action. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to any conflict of laws rules and principles. If for any reason any provision of this Agreement is adjudicated to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so

as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.