



STANDARD TERMS AND CONDITIONS

1. TERMS OF AGREEMENT

The purchase order, together with these terms and conditions, and any attachments and exhibits, Specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference, including those policies, procedures, requirements and other Supplier obligations as established by Cisco from time to time and set out on the Supplier Web Portal (collectively the “Purchase Order”), constitutes the entire and exclusive agreement between the Cisco company (“Cisco”) and the supplier (the “Supplier”) identified in the Purchase Order. Cisco’s submission of the Purchase Order is conditioned on Supplier’s agreement that any terms different from or in addition to the terms of the Purchase Order, whether communicated orally or contained in any purchase order confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Purchase Order, even if Supplier purports to condition its acceptance of the Purchase Order on Cisco’s agreement to such different or additional terms. Supplier’s electronic acceptance, acknowledgement of this Purchase Order, or commencement of performance constitutes Supplier’s acceptance of these terms and conditions. The Purchase Order does not constitute a firm offer within the meaning of Section 2205 of the California Commercial Code, and may be revoked at any time prior to acceptance. Notwithstanding the foregoing, if a master agreement covering procurement of the Work described in the Purchase Order exists between Supplier and Cisco, the terms of such master agreement shall prevail over any inconsistent terms herein.

2. DEFINITIONS

2.1 “Deliverables” means the deliverables specified in the Purchase Order (and any Statement of Work) to be delivered on or before the Delivery Date.

2.2 “Delivery Date” means the date or dates specified in the Purchase Order by which the Supplier is required to deliver the Work.

2.3 “Harmful Code” means any software intentionally designed to (i) disrupt, disable, harm, or impede operation, or (ii) impair operation based on the lapse of time, including but not limited to viruses, m a l w a r e , worms, time bombs, time locks, drop-dead devices, access codes, security keys, back doors, or trap door devices.

2.4 “Intellectual Property Rights” means any and all tangible and intangible: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms and other industrial property rights, (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of

the foregoing).

2.5 “Preexisting Materials” means any Intellectual Property Rights or tangible personal property of Supplier or Cisco created before the date of this Purchase Order or outside the scope of this Purchase Order.

2.6 “Product(s)” means the product(s) (including hardware and software, if applicable, user documentation (if applicable) and Supplier’s standard packaging) specified in the Purchase Order to be delivered on or before the Delivery Date for incorporation into or bundling with Cisco’s products.

2.7 “Specifications” means specifications identified in Supplier’s then-current Product data sheet and any additional specifications agreed to by the parties.

2.8 “Services” means the services that Supplier is to perform for Cisco specified in the Purchase Order.

2.9 “Statement of Work” or “SOW” means the document specifying, without limitation, the scope, objective, and time frame of the Work that Supplier will perform for Cisco.

2.10 “Subcontractor” means a third party performing Work under an agreement (a “Subcontract”) with Supplier.

2.11 “Supplier Web Portal” means the Cisco web site located at <http://www.cisco.com/web/about/ac50/ac142/cisco-manufacturing-supplier-portal.html>.

2.12 “Third Party Intellectual Property” means the Intellectual Property Rights of a third party which Supplier uses or incorporates into the Work.

2.13 “Work” means the Deliverables, Products and Services specified in the Purchase Order, including any SOW.

3. DELIVERY

3.1 Time is of the essence in Supplier’s performance of its obligations under this Section 3 of the Purchase Order. Supplier will immediately notify Cisco if Supplier’s timely performance under the Purchase Order is delayed or is likely to be delayed. Cisco’s acceptance of Supplier’s notice will not constitute Cisco’s waiver of any of Supplier’s obligations.

3.2 If, not due to any fault of Cisco, the specified mode of transportation for delivery of Products would not permit Supplier to meet the Delivery Date, Supplier shall ship such Products by air freight or other expedient means acceptable to Cisco, and Supplier shall pay the cost of freight for such expedited shipment over the cost of the specified mode of transportation.

3.3 If only a portion of the Products specified in this Purchase Order is available for shipment to meet the Delivery Date, Supplier shall, unless Cisco instructs otherwise, (i) ship the available Products in time to ensure timely delivery and (ii) ship, at Supplier’s own costs, the remaining portion of the Products as soon as such Products become available to Supplier

3.4 Except as set forth in Section 3.3 above, If Supplier delivers Work after the Delivery Date, Cisco may reject such Work.

3.5 If the Products ordered by Cisco are in excess of the amounts stated on this Purchase Order or are delivered more than three (3) work days prior to the Delivery Date, Cisco may either reject such Products and return the shipment to Supplier or accept the Products pursuant to Section 4 below. Return shipping charges will be at Supplier's expense in accordance with Section 3.6 below.

3.6 Cisco will hold any Work rejected under this Purchase Order at Supplier's risk and expense, including storage charges, while awaiting Supplier's returns shipping instructions. Supplier will bear all return shipping charges, including without limitation, insurance charges Cisco incurs on Supplier's behalf. Cisco may, in its sole discretion, destroy or sell at a public or private sale any rejected Work for which Cisco does not receive return shipping instructions within a reasonable time, and apply the proceeds, if any, first toward any storage charges.

3.7 Supplier will preserve, pack, package and handle the Deliverables and Products so as to protect the Deliverables and Products from loss or damage and in accordance with best commercial practices and the Specifications. Without limiting the foregoing, Supplier shall observe the requirements of any local laws and regulations relating to hazardous materials, including, without limitation, with respect to its accompanying information, packing, labeling, reporting, carriage and disposal. Supplier shall be liable for and shall promptly refund to Cisco the amount of any loss or damage due to Supplier's failure to properly preserve, pack, package or handle such Products.

3.8 Supplier will include with each delivery of Products a packing list identifying the Purchase Order number, the Cisco part number for each of the Products (if applicable), a description and the quantity of each of the Products, and the date of shipment. The Purchase Order numbers shall be plainly visible on all invoices, packages, bills of lading and shipping orders provided by Supplier. Payment of invoices shall not constitute acceptance of products and shall be subject to adjustment for errors, shortages, defects in the products or other failure of Supplier to meet the requirements of the Purchase Order.

3.9 Unless Cisco expressly instructs otherwise, Supplier will deliver all Work to Cisco's plant at the address set forth in the Purchase Order. Supplier assumes responsibility for all shipping and delivery charges including, without limitation, customs, duties, costs, taxes and insurance. Risk of loss for the Deliverables and Products does not pass to Cisco until acceptance in accordance with Section 6.

3.10 Supplier shall not, without Cisco's prior written consent, commence to manufacture or procure any of the Products specified in this Purchase Order in advance of Supplier's normal lead time for such Products. In the absence of Cisco's prior written consent, Cisco shall not be obligated, in the event of termination or a change of this Purchase Order, with respect to any Products manufactured or procured in advance of Supplier's normal lead time for such Products.

4. PRICE AND PAYMENT

4.1 Unless otherwise specified in the Purchase Order, the price for the Work includes all taxes and other charges such as shipping and delivery charges, duties, customs, tariffs, imposts

and government-imposed surcharges. Supplier will, at Cisco's request, break-out from the price all such taxes and other charges, in its invoices. Supplier shall use its best efforts to assist Cisco in all legal efforts to minimize the taxes resulting from the performance of this Purchase Order. Supplier represents and warrants to Cisco that the prices for the Products and/or Services provided hereunder are the lowest prices for which Supplier has sold or is selling such Products and/or Services, taking into account any differences in quantities, schedule and other material terms. Cisco shall be entitled to receive from Supplier any price reduction which Supplier makes to others for comparable products or services as of the later of (i) the Delivery Date for the Products and/or the date upon which Supplier is to begin performing the Services hereunder, (ii) the date of actual delivery of the Products and/or date upon which Supplier commences the Services, or (iii) the date an acceptable invoice for the Products and/or Services is received by Cisco.

4.2 All payments due hereunder to Supplier shall be paid to Supplier in United States dollars not later than sixty (60) days following: (i) the Delivery Date; (ii) the date of Cisco's acceptance of all of the Work; or (iii) Cisco's receipt of a properly prepared invoice, whichever is later. A properly prepared invoice must include the Purchase Order number and, if required in the Purchase Order, Supplier's certification of conformance of the Product(s) to the requirements. Partial payments may be made, if specifically authorized by Supplier and in the manner specified in an Exhibit attached hereto. Cisco may, at any time, set-off any amounts Supplier owes Cisco against any amounts Cisco owes to Supplier or any of its affiliated companies.

5. OWNERSHIP AND LICENSE

5.1 Unless otherwise specified in a SOW and except as provided in Section 5.2, Cisco is the sole and exclusive owner of all Deliverables and Supplier hereby irrevocably assigns and transfers to Cisco all of its worldwide right and title to, and interest in, the Deliverables, including all associated Intellectual Property Rights.

5.2 Unless otherwise specified in a SOW, each party owns all right, title, and interest in and to any of its Preexisting Materials. Supplier hereby grants Cisco a perpetual, irrevocable, worldwide, transferable, royalty-free, nonexclusive license, with the right to sublicense and authorize the granting of sublicenses, to use and reproduce Supplier's Preexisting Materials in the Deliverables to the extent necessary for Cisco's exercise and exploitation of its rights in the Deliverables.

5.3 Unless otherwise specified in an SOW, Supplier will obtain and assign to Cisco a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, sub-licensable license to use all Third Party Intellectual Property Rights incorporated into, required to use, or delivered with the Work. Supplier will deliver copies of the above releases and licenses to Cisco upon Cisco's request.

6. INSPECTION AND ACCEPTANCE

6.1 Cisco shall be entitled to inspect, at any time upon prior notice to Supplier, Supplier's manufacture of the Products, including the facilities and equipment used to manufacture the Products. No inspection or test made prior to final acceptance shall relieve Supplier from responsibility for defects or other failure to meet the requirements of this Purchase Order. Supplier shall carefully inspect all Products prior to shipment to Cisco.

6.2 Cisco may reject any or all of the Work which does not conform to the applicable requirements within ten (10) business days of Supplier's delivery of the Work. At Cisco's option, Cisco may (i) return the non-conforming Work to Supplier for a refund or credit; (ii) requires Supplier to replace the non-conforming Work; or (iii) repair the non-conforming Work so that it meets the requirements. As an alternative to (i) through (iii), Cisco may accept the non-conforming Work conditioned on Supplier providing a refund or credit in an amount Cisco reasonably determines to represent the diminished value of the non-conforming Work. Cisco's payment to Supplier for Work prior to Cisco's timely rejection of such Work as non-conforming will not be deemed as acceptance by Cisco.

6.3 Cisco may accept or reject shipments in accordance with its established lot inspection procedures. Where rejection of a shipment is appropriately based on Cisco's normal inspection level, and such rejection endangers Cisco's production schedules by reason of the fact that at least some of the Products are necessary to meet such production schedules, then Cisco at its option may charge Supplier for the reasonable costs of an above normal level of inspection up to and including 100% inspection of such shipment.

7. CHANGES

7.1 As used in this Section 7, "Change" means a change Cisco directs or causes within the general scope of this Purchase Order, the applicable SOW or both, including but not limited to Changes in (i) the quantities of Products or the scope of Services ordered or the Delivery Date, (ii) applicable drawings, designs, and/or Specifications, (iii) the method of shipment or packing, and/or (iv) the place of delivery or the specified location for Services to be performed.

7.2 Cisco, by written order ("Change Order"), may make Changes in accordance with this Section 7.

7.3 If Supplier asserts that Cisco has directed or caused a Change to the cost of or time for performance for which Cisco has not issued a Change Order, Supplier will promptly notify Cisco in writing of the Change, providing (i) a description of the action or inaction asserted to have caused the Change; (ii) an estimate of the equitable adjustment that would be required for Supplier to perform the Changed Work; and (iii) a date no less than 30 days from the date of notice by which Cisco must respond to Supplier's notice so that Supplier may proceed with the Work unchanged. Cisco will evaluate Supplier's notice of Change in good faith, and if Cisco agrees that it has made a constructive change, Cisco will issue a Change Order to Supplier.

7.4 Supplier shall, as promptly as practicable, after giving the notice of the Change, or within ten (10) days of receiving a Change Order, submit a request for equitable adjustment specifying the adjustment in the price or time for performance resulting from the Change.

7.5 The parties shall negotiate an amendment to the applicable SOW to incorporate a Change Order providing for an equitable adjustment to the price, time for performance, or both.

7.6 Supplier will proceed with the Changed Work as directed, notwithstanding that the parties have not negotiated the amendment to this Purchase Order or the applicable SOW to incorporate the equitable adjustment. Nothing in this Section 7 is intended to excuse Supplier from

performing pursuant to this Purchase Order as changed or amended.

8. REPRESENTATIONS AND WARRANTIES

8.1 Supplier represents and warrants that (i) it has the full power to accept this Purchase Order and to perform its obligations hereunder; (ii) when delivered, each Product will be new, unused, real and genuine (i.e. non-counterfeit) and, during the three (3) year period beginning on the date that Cisco receives the Product (the "Warranty Period"), (A) will comply in all respects with the Specifications, (B) will be free from defects in materials, design and workmanship, (C) will have no less than eight (8) remaining weeks of shelf-life, and (D) will be suitable for the purposes for which the Products are intended if such purposes were made known to Supplier; (iii) the Services will conform to the Specifications; (iv) it has the right and unrestricted ability to assign the Work to Cisco including, without limitation, the right to assign any Work performed by Supplier personnel and Subcontractors; (v) the Work, and Cisco's use of the Work, do not and will not infringe upon any third party's Intellectual Property Rights, and (vi) Software supplied by Supplier does not contain any Harmful Code. **The foregoing warranties are in addition to all other warranties, whether express or implied, and will survive delivery, inspection, acceptance, or payment by Cisco.**

8.2 If any of the Work delivered by Supplier do not meet the warranties specified herein or otherwise applicable, Cisco may, at its option, (i) require Supplier to correct any defective or non-conforming Work by repair or replacement at no charge to Cisco, or (ii) return such defective or non-conforming Work to Supplier at Supplier's expense and recover from Supplier all amounts paid therefor, (iii) correct the defective or non-conforming Work itself and charge Supplier the cost of such correction, (iv) obtain a refund from Supplier for all amounts paid for any defective or non-conforming Work or (v) utilize the defective Work and require an appropriate reduction in price. The foregoing remedies are in addition to all other remedies at law or in equity or under this Purchase Order, for damages or otherwise, and shall not be deemed to be exclusive. All warranties shall run to Cisco and to its customers.

8.3 Cisco's approval of the Supplier's Product or design shall not relieve Supplier of the warranties set forth in this Section 8, nor shall waiver by Cisco of a requirement pertaining to any drawing or Specification for one or more of the Products constitute a waiver of such requirements for the remaining Products to be delivered hereunder unless so stated by Cisco in writing. The provisions of this Section 8 shall not limit or affect the rights of Cisco under Section 6 hereof, "INSPECTION / ACCEPTANCE."

9. ASSIGNMENT AND SUBCONTRACTING

9.1 No right or obligation under this Purchase Order (including the right to receive monies due) may be assigned by Supplier without the prior written consent of Cisco, and any purported assignment without such consent shall be void

9.2 Supplier may not subcontract any of its rights or obligations under the Purchase Order without Cisco's prior written consent. If Cisco consents to the use of a Subcontractor, Supplier will: (i) guarantee and will remain liable for the performance of all subcontracted obligations; (ii) indemnify Cisco for all damages and costs of any kind, subject to the limitations in Section 12 (Indemnification), incurred by Cisco or any third party and caused by the acts and omissions of Supplier's Subcontractors' and (iii) make all payments to its Subcontractors. If Supplier fails to timely pay a Subcontractor for work performed, Cisco will have the right, but not

the obligation, to pay the Subcontractor and offset any amount due to Supplier by any amount paid to the Subcontractor. Supplier will defend, indemnify and hold Cisco harmless for all damages and costs of any kind, without limitation, incurred by Cisco and caused by Supplier's failure to pay a Subcontractor.

9.3 To the extent allowed by applicable law, no person who is not a party to Purchase Order shall be entitled to enforce or take the benefit of any of its terms whether as a result of applicable legislation, custom or otherwise.

10. TERM AND TERMINATION

10.1 Cisco may terminate this Purchase Order, in whole or in part, at any time, by written, telephone, facsimile or email notice to Supplier.

10.2 Upon such termination, Supplier will, to the extent and at the times specified by Cisco, stop all Work under this Purchase Order, place no further orders for materials to complete such Work, if requested by Cisco assign to Cisco all of Supplier's rights, title and interests under terminated subcontracts and orders, settle all claims thereunder (after obtaining Cisco's prior written approval), protect all property in which Cisco has or may acquire an interest, and transfer title and make delivery to Cisco of all articles, materials, work in process, and other things held or acquired by Supplier in connection with the terminated portion of this Purchase Order. Supplier will proceed promptly to comply with Cisco's instructions respecting each of the foregoing without awaiting settlement or payment of any termination claim it may have against Cisco (as described in Section 10.3 below).

10.3 Within six (6) months after such termination, Supplier may submit to Cisco its written claim for termination charges, in the form and with the certifications prescribed by Cisco. Failure to submit such claim within such six (6) month period will constitute Supplier's waiver of all claims against Cisco and a release of all of Cisco's liability arising out of the termination.

10.4 The parties may, after conferring with each other in good faith, agree upon the amount to be paid by Cisco to Supplier for such termination. Absent such agreement, Cisco will pay Supplier (subject to set off against amounts owed by Supplier or any of its affiliated companies to Cisco) the following amounts: (i) the price set forth in this Purchase Order for all Products completed or Services rendered in accordance with this Purchase Order to the extent not previously paid for; (ii) the actual reasonable costs incurred and paid by Supplier which are properly allocable under recognized commercial accounting practices to the terminated portion of this Purchase Order, plus a fair and reasonable profit on such costs unless Supplier would have sustained a loss on the Purchase Order, in which case no profit will be allowed and an adjustment will be made reducing the amount to be paid by Cisco by the projected amount of such loss; and (iii) the reasonable actual costs incurred and paid by Supplier in making settlement hereunder and in protecting property in which Cisco has or may acquire an interest.

10.5 Payments made under Sections 10.3 and 10.4(i) and (ii) above shall not exceed the aggregate price of the Products or Services specified in terminated portion of this Purchase Order less payments otherwise made or to be made by Cisco. Any amounts payable to Supplier by Cisco under this Section 10 shall exclude amounts payable to Cisco by Supplier due to property that is lost, damaged, stolen, or destroyed.

10.6 Any obligations or duties which, by their nature, extend beyond the expiration or

termination of the Purchase Order shall survive the expiration or termination of the Purchase Order.

11. CONFIDENTIAL INFORMATION AND PUBLICITY

11.1 If Cisco and Supplier have entered into a Non-Disclosure Agreement (“NDA”) which covers disclosure of confidential information under the Purchase Order, and if the term of the NDA expires before the expiration or termination of the Purchase Order, then the term of the NDA shall be automatically extended to match the term of the Purchase Order.

11.2 The parties shall treat the terms, conditions, and existence of the Purchase Order as Confidential Information as defined in the NDA.

11.3 Supplier shall obtain Cisco’s written consent prior to any publication, presentation, public announcement, or press release concerning its relationship as a supplier to Cisco.

12. INDEMNIFICATION

12.1 Supplier shall indemnify and defend Cisco, its officers, directors, employees, successors, customers and assigns (collectively the “Indemnified Parties”) against all claims, suits, demands and actions brought against the Indemnified Parties or tendered to the Indemnified Parties for defense and/or indemnification (collectively “Claims”), and for all damages, losses, costs, and liabilities including reasonable attorney and professional fees (collectively “Losses”) as incurred that result or arise from Claims, that in whole or in part, directly or indirectly: (i) allege that the Work, or any part thereof, or their manufacture, use, import, support, sale or distribution infringe, misappropriate, or violate any Intellectual Property rights of any third party; or (ii) allege that one or more Products, or any part thereof, or Supplier’s (or it’s Subcontractor’s) performance of Services, have caused bodily injury (including death) or physical damage to tangible property. In addition, Supplier shall pay all amounts agreed to in a monetary settlement of the Claims.

12.2 Cisco will promptly notify Supplier, in writing, of any Claim for which Cisco seeks indemnification (provided that Cisco’s failure to provide such notice will relieve Supplier of its indemnification obligations only to the extent that such failure prejudices Supplier’s ability to defend the Claim). Supplier will have sole control of the Claim, its defense and all negotiations for its settlement or compromise and Supplier shall exercise such control in good faith. Supplier shall use counsel reasonably acceptable to Cisco. Cisco may employ counsel at its own expense (provided that if counsel is employed due to a conflict of interest or because Supplier does not assume control, Supplier will bear such expense). Cisco will have no liability for any costs, losses or damages resulting from any settlement or compromise made by Supplier without Cisco’s prior written consent. Notwithstanding anything else in this Section 12.3, if the Claim is one of multiple claims in a lawsuit against the Indemnified Parties or tendered to the Indemnified Parties for defense and/or indemnification, some of which claims may not be subject to the indemnity obligation under this Section 12, Cisco may, at its sole discretion, elect to solely control the defense, settlement, adjustment or compromise of the Claim, in which event: (a) Supplier will cooperate with Cisco and provide any assistance as may be reasonably necessary in the defense, settlement, adjustment or compromise, and (b) Supplier shall not be relieved of its obligations under this Section 12 and shall remain responsible for its proportionate share of the losses, damages, liabilities, settlements, costs and expenses relating to the Claim(s).

12.3 Supplier will have no obligation under Section 12.1(i) to the extent the alleged

infringement is caused by (i) use or sale of the Product in combination with any other products not provided or combinations that may not be reasonably anticipated by Supplier if the infringement would not have occurred but for such combination; (ii) any material alteration or modification of the Product not intended, authorized by Supplier, or subsequently incorporated into the Product by Supplier, if the infringement would not have occurred but for such alteration or modification; (iii) Supplier's compliance with Cisco's unique written specifications if the infringement would not have occurred but for such unique written specifications excepting any implementation thereof by Supplier; or (iv) Cisco's failure to substantially comply with Supplier's reasonable written instructions which if implemented would have rendered the Product non-infringing, provided that a sufficient time period is given to Cisco to enable it to implement the written instructions and that Supplier remains obligated under Section 12.1 with respect to any infringement occurring up to the end of such time period. Notwithstanding the foregoing, Supplier shall not be relieved of its obligation under Section 12.1 if there is no commercially reasonable non-infringing use for the Product in any combination.

13. LIABILITY

13.1 NOTWITHSTANDING ANYTHING ELSE IN THIS PURCHASE ORDER OR OTHERWISE, CISCO WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS PURCHASE ORDER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (I) ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST DATA OR LOST PROFITS, (II) ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE FEES PAID BY CISCO HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE, OR (III) ANY MATTER BEYOND CISCO'S REASONABLE CONTROL.

13.2 THE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. NOTHING IN THE PURCHASE ORDER LIMITS EITHER PARTY'S LIABILITY FOR BODILY INJURY OF A PERSON, DEATH, OR PHYSICAL DAMAGE TO PROPERTY OR ANY LIABILITY WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

14. Compliance with Cisco Policies; Compliance with Laws

14.1 Supplier will comply with Cisco's policies, procedures, requirements and other Supplier obligations as established by Cisco from time to time and set out on the Supplier Web Portal, each of which is incorporated herein by reference.

14.2 Supplier shall, at its own expense and at all times during the term of this Agreement and after its termination, maintain in effect insurance policies and minimum limits of coverage sufficient to cover its obligations under this Purchase Order, together with any other insurance required by law in any jurisdiction where Supplier provides Products under this Purchase Order. Minimum policies and coverage limits are set forth on the Supplier Web Portal; provided, these requirements do no limit or reduce Supplier's liability arising from its obligations under this Agreement.

14.3 Within thirty (30) days following a request by Cisco, Supplier shall respond in full to Cisco's questionnaire regarding disaster recovery, pandemic preparedness and business continuity plans and measures specific to location(s) upon which Supplier relies to provide the

Products, or submit to Cisco a commercially reasonable written plan that shall identify, at a minimum, primary site locations, available alternate facilities, time to recover (in weeks), emergency contacts, infrastructure and logistics and shall provide for security and protective measures necessary to ensure minimal impact to Cisco's supply of Products ("BCP"). Cisco may request an updated copy of such BCP on a periodic basis, but no more frequent than biannually; an updated BCP provided by Supplier will supersede the prior BCP.

14.4 Supplier agrees to use reasonable efforts to comply with Cisco's supply chain security requirements which will be established by Cisco from time to time.

14.5 With fifteen (15) days' prior written notice, Cisco may verify Supplier's compliance with the terms and conditions of this Agreement by conducting an audit at any Supplier facility at which books and records related to the performance of this Agreement are kept or at which any Product is produced, stored or shipped. The audit will be conducted during Supplier's normal hours of operation by either an independent third party or Cisco's internal auditors. Cisco will pay for the costs of the audit; provided, Supplier will be responsible for any costs to rectify any discovered non-compliance or material breach.

14.6 Supplier shall comply with all applicable laws, regulations and other governmental requirements in effect at the time of manufacture and sale of each of the Products, including but not limited to those set forth on the Supplier Web Portal.

15. GOVERNING LAW

The Purchase Order will be construed in accordance with, and all disputes will be governed by, the laws of the State of California, without regard to its conflict of laws rules. The parties specifically waive application of the UN Convention on Contracts for the International Sale of Goods. Supplier irrevocably consents to the personal jurisdiction of the state and federal courts in and for Santa Clara County, California, and irrevocably waives any claim it may have that any proceedings brought in such courts have been brought in an inconvenient forum.

16. GENERAL

Any notice, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if mailed by registered or certified mail, postage prepaid, or delivered by overnight courier service with tracking capabilities to the respective addresses of the parties as set forth in this Purchase Order (or such other addresses a party may designate by ten (10) days prior written notice). If any provision of this Purchase Order shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Purchase Order shall otherwise remain in full force and effect and enforceable. Any failure by a party to enforce any provision herein or right or remedy available to it on any one occasion shall not be construed as a waiver on any other occasion. Headings included herein are for convenience only and shall not be used to interpret or construe this Purchase Order. The relationship of Supplier and Cisco is that of independent contractor.