

Cisco Academy Membership Agreement

On behalf of the Cisco Networking Academy global community, Welcome! This Cisco Academy Membership Agreement (“**Agreement**”) is entered into by and between Cisco Systems, Inc. and the organization that you represent (“**Academy**”), supersedes any other agreement by and between the parties relating to the subject matter of this Agreement, and governs the Academy’s participation in the Cisco Networking Academy. By accepting this Agreement, your Academy is taking an important step in bringing new opportunities and knowledge to your students, the future architects of the networked economy!

1. **Networking Academy Membership Guide.** The Networking Academy Membership Guide (“**NAMG**”) describes the benefits, roles and responsibilities of Cisco and the Academy. The NAMG forms part of this Agreement and will be made available to the Academy by Cisco. Academy should review the NAMG carefully before agreeing to participate in the Cisco Networking Academy and comply with the NAMG at all times. Cisco will exercise reasonable efforts to provide advance notice to your Academy of any material changes to the NAMG.
2. **Grant of License**
 - (a) **Course Material.** Cisco hereby grants Academy a nonexclusive, nontransferable license to use all educational material, including the web-based instructional courses provided by Cisco as part of the Program (“**Curriculum**”), lab exercises, instructor guides, simulation tools, and similar material or data made available to Academy by Cisco for use in connection with the Program (“**Course Material**”) solely for the purpose of fulfilling its obligations during the term of this Agreement and otherwise in accordance with the terms and conditions set forth in this Agreement. Academy shall not make any copies, duplicates, or derivative works of Course Material without prior written consent from Cisco. Cisco retains all right, title, ownership and interest in the Course Material and any modifications or improvements, including but not limited to translations and localized versions of Course Material. All licenses not expressly given by Cisco herein are reserved.
 - (b) **Software.** Except as set forth in any separate license, purchase, loan, or donation agreement for any commercially available Cisco hardware, Software or other technology (“**Products**”), Academy’s rights and obligations with respect to any and all machine readable (object code) versions of any computer programs made available by Cisco to the Academy, and any copies, updates, or upgrades thereof provided in connection with the Program (“**Software**”) shall at all times be subject to the terms and conditions governing use of the Software, packaged or downloaded with the Software or found at the following URL: [Software and Cloud Services Terms - Cisco](#) (“**Software License Agreement**”).
 - (c) **Product Identification.** Academy shall not remove, conceal, or alter any product identification or proprietary notices appearing on the Course Material or any Products made available in connection with the Program.
 - (d) **No Cost.** Cisco shall provide Academy access to the Course Material at no charge. Academy acknowledges and agrees that Cisco may modify the Course Material at any time in its discretion.
3. **Warranties.** Cisco provides all resources (including all course materials, services, websites or other deliverables) “as is”, without warranty of any kind (as far as Cisco is permitted to do so by law). Further details are set out in the NAMG. Academy shall not make any warranty, representation, or commitment concerning the Cisco Networking Academy program (the “**Program**”), whether written or oral, on Cisco’s behalf, except as expressly set forth herein.
4. **Data Protection.**
 - (a) The Academy agrees to and shall at all times comply with the NetAcad Data Protection Addendum (a copy of which is located at [Global NetAcad Instance | Networking Academy](#)), the terms of which are hereby incorporated herein by reference and may be modified by Cisco from time to time.
 - (b) To the maximum extent permitted by law, your Academy shall defend, indemnify and hold harmless Cisco and its officers, directors, employees, shareholders, customers, agents, successors and assigns from and against any and all loss, damages, liabilities, settlement, costs or expense (including legal expenses and the expenses of other professionals) as incurred, resulting from or arising out of a breach of the Data Protection Addendum.
5. **Term, Termination.** Your term of membership in the Cisco Networking Academy is three years (36 months), commencing on the date when you click “I Agree” below. The term shall be automatically renewed for additional

twelve (12) month terms unless sixty (60) days prior to the end of the then-current term one party gives written notice to the other party of its election not to renew this Agreement. Notwithstanding the foregoing, either Cisco or the Academy may terminate this Agreement without any liability to the other party for any reason or for no reason by providing at least thirty (30) days' written notice to the other. Further, this Agreement may be terminated immediately by Cisco, upon written notice, in the event of breach of Section 7 ("Confidentiality") of this Agreement. Either party may also terminate this Agreement immediately by providing written notice, if the other party ceases business operations, or becomes the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver or similar officer is appointed with respect to the whole or a substantial part of its assets, or an act similar to any of the foregoing occurs under applicable law. Either party may refuse to extend or renew the three-year term for any reason or no reason.

- 6. Compliance with Laws.** Academy represents and warrants that all licenses, permissions, authorizations or consents of governmental officials necessary for the Academy to perform hereunder have been obtained, or will be obtained, before Academy participates in the Program or delivers course material to students. Without limiting the foregoing, Academy represents and warrants that its policies for soliciting, collecting, storing, and forwarding of any personal data comply with local laws and regulations. Academy shall not distribute, including forwarding to Cisco, any personal data in violation of any laws or regulations and will immediately notify Cisco of any request from Cisco it reasonably believes to violate such laws or regulations. Academy shall perform under the Program, at its own expense, in compliance with all applicable laws, regulations and ordinances, including, but not limited to, applicable laws or regulations governing export, re-export, and transfer related to the performance of this Agreement.
- 7. Confidentiality.** Academy shall not disclose (i) the terms and conditions of this Agreement; (ii) information clearly marked as "Confidential," "Proprietary" or a similar legend if disclosed in writing (or other tangible form); (iii) information clearly identified as confidential, proprietary or the like at the time of disclosure if disclosed orally; or (iv) information Academy knows or reasonably should know is confidential, proprietary or a trade secret of Cisco ("Confidential Information") to any third party or use Confidential Information for any purpose except as necessary to perform in accordance with this Agreement or as otherwise approved by Cisco in writing. Academy shall have no obligation to protect as confidential any information which (a) was legally in its possession or known to Academy without any obligation of confidentiality prior to receiving it from Cisco; (b) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (c) is legally obtained by Academy from a third party source without any obligation of confidentiality; or (d) is developed by or for Academy without use of the Confidential Information and such independent development can be documented. Academy may disclose Confidential Information pursuant to a valid order issued by a court or government agency, provided that Academy provides to Cisco: (I) prior written notice of such obligation; and (II) the opportunity to oppose such disclosure or obtain a protective order.
- 8. Limitation of Liability.** EXCEPT AS PROHIBITED BY APPLICABLE LAW, ALL LIABILITY OF CISCO OR ITS SUPPLIERS FOR CLAIMS ARISING UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO TWENTY-FIVE THOUSAND U.S. DOLLARS (\$25,000.00). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. IN ALL SITUATIONS INVOLVING CLAIMS ASSOCIATED WITH THE COURSE MATERIAL, ACADEMY'S SOLE AND EXCLUSIVE REMEDY IS THE CORRECTION OR REPLACEMENT OF THE COURSE MATERIAL BY CISCO, AT CISCO'S SOLE DISCRETION. IN NO EVENT SHALL CISCO OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST OR DAMAGED DATA, LOSS OF USE, OR INTERRUPTION OF BUSINESS) SUSTAINED OR INCURRED IN CONNECTION WITH THE PROGRAM OR ITS TERMINATION, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND EVEN IF CISCO OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CISCO WILL NOT BE LIABLE TO ACADEMY BASED ON ANY THIRD PARTY CLAIM. Nothing in this Agreement shall limit or exclude Cisco's liability for the tort of deceit, for personal injury or death caused by its negligence or for any other liability to the extent that it cannot be excluded or limited under applicable.
- 9. General Provisions.** Neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, wars, fires, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused party shall be extended on a day to day basis for the time period equal to the period of the excusable delay. This Agreement shall be governed by the laws of the State of California, United States of America, without giving effect to principles of conflicts of laws. The Parties disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement. Cisco may change this Agreement, including the NAMG and the NetAcad Data Protection Addendum, by providing you with notice of any such changes. If any changes are material, Cisco will provide you with advance

notice of such changes. If you do not accept such changes you may terminate this Agreement with immediate effect by notice to Cisco.

Cisco may provide local language translations of this Cisco Academy Membership Agreement in some locations. You agree those translations are provided for informational purposes only and if there is any inconsistency, the English version of this Cisco Academy Membership Agreement will prevail.

By clicking "I Agree", you represent that you are authorized to enter into this Agreement (including the NAMG) on behalf of the Academy.