

# Mentored Install Network Training (MINT)

## Terms and Conditions

If you purchase Mentored Install Network Training ("MINT") Services directly from Cisco, you agree to work with Skyline Advanced Technology Services ("Skyline ATS") to create and execute a Statement of Work ("SoW"), and if you are not a party to a Master Services Agreement or other applicable Services Agreement covering SOW-based services with Skyline ATS, then the SoW will govern the terms and conditions, assumptions, and customer responsibilities.

The terms of the SoW are limited to the scope of the specific SoW and is not applicable to any other SoWs that may be executed between the parties unless the parties otherwise agree. Standard SoW Terms and Conditions are provided below. To the extent that there is a conflict between the terms of the SoW and the terms below, then the terms of the SoW control.

1. Expiration. The SoW and the pricing (quantity of Solutions Plus SKUs required) are valid for 90 days from the Creation Date. Unless executed within 90 days, the SoW is null and void.
2. Execution, Term. The SoW must be signed by both Parties to be effective. Unless otherwise stated herein, the SoW shall remain in effect until any of the following conditions occur:
  1. Either party terminates the SoW per the terms of this SoW;
  2. Client acknowledges that Deliverables have been completed via written correspondence or email with confirmation;
  3. Client acknowledges that Deliverables have been completed via signature on an Acceptance Document issued by Skyline or Client fails to dispute an Acceptance Document for a period of 10 business days following receipt of same; or
  4. The expiration of 1 year following execution of this SoW.



3. Change Requests. It may become necessary to amend this SoW (via a "Change Request") for reasons including, but not limited to, the following:
  1. Client changes the specifications, scope, or timing of Deliverables;
  2. Unavailability of resources that are beyond either party's control;
  3. Changes in travel or workplace restrictions related to COVID-19; or
  4. Environmental or architectural conditions not previously identified.
4. Change Request Procedures. The following procedures shall apply to Change Requests:
  1. The party requesting the change will deliver a Change Request to the other party. The Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work, which may include changes to the Deliverables and/or the schedule.
  2. A Change Request may be initiated either by Client or by Skyline. The Parties will negotiate in good faith any changes to the SoW and the additional charges, if any, required to implement the Change Request. If the Parties agree to the Change Request, they will so indicate by signing it. Upon execution of the Change Request, it will be incorporated into, and made a part of, this SoW.
  3. Skyline and Client are under no obligation to proceed with a Change Request until such time as it has been agreed to and executed by both Parties.
5. Working Hours. Primarily, the services will be performed during normal business hours defined as 8:00 am to 5:00 pm Monday through Friday, Client's local time, excluding Skyline-observed holidays. Skyline may, at its sole discretion, charge extra for work performed outside of these hours. Please see the Pricing section for details.
6. Travel. Services will be provided to the Client remotely or on site as deemed necessary to complete the project. If onsite support is required, travel and living expenses are the responsibility of the Client unless specified otherwise in the Pricing section of this document.
7. Rescheduling. If any part of the work detailed in this SoW needs to be rescheduled at the request of Skyline, Client shall not be liable for any Skyline-incurred costs, nor shall any penalties apply. If Client requests rescheduling for any part of the work



detailed in the SoW, all travel and living expenses already incurred will be assessed. Client will also be billed for any additional costs associated with the rescheduling, such as change fees or immediate return travel for employees.

8. Supervision. To the extent Skyline will be on Client's premises when performing the services under this SoW, Skyline agrees to be supervised by Client's personnel at all times and to comply with Client's reasonable security policies, procedures, and practices. Provided however, that Client agrees to abide by Skyline's reasonable requests regarding COVID-19 precautions for its workforce (wearing masks, maintaining 6-foot social distancing, and using hand sanitizers, etc.).
9. Acceptance Document. Once the Deliverables have been completed, Skyline shall issue an Acceptance Document for the Client to sign. The Client shall have 10 business days to dispute the completion of the Deliverables. Otherwise, the Deliverables will be deemed completed and the SoW closed.
10. Ownership of Deliverables. Client retains ownership of material created for Client by Skyline under this SoW. Client retains the right to use or modify any written material or programs created for Client by Skyline.
11. No Agency Relationship. Client and Skyline are independently contracting parties. Nothing in this SoW shall constitute or be construed to create an employment or agency relationship, a partnership, or a joint venture among the Parties, nor does this SoW create an equity or ownership interest by any party in any party.
12. Conduct of Services. Skyline shall render its services with the same degree of care normally exercised by other professional service providers under similar circumstances, but no less than a workmanlike, professional, and conscientious manner, using employees having the expertise, skills, training, and professional education necessary to render the services.
13. Non-disclosure. Each party shall maintain the confidentiality of any information provided to it by the other party that is identified as confidential or can reasonably be regarded as confidential ("Confidential Information") and shall take precautions that are at least as protective of its own information to prevent the unauthorized disclosure or use of such Confidential Information, but in no event less than a reasonable degree of care. Confidential Information shall include but not be limited to the terms of this SoW. The obligations of this section shall not apply to (i) any disclosure required by law (provided that the receiving party first notifies the



disclosing party and the Parties agree to a mutually satisfactory way to disclose such information as necessary for its limited purpose), (ii) Confidential Information that is now or subsequently becomes generally available to the public through no fault or omission of the receiving party, (iii) Confidential Information that is known to the receiving party at the time of disclosure as shown by its prior written records, (iv) Confidential Information that is provided on a non-confidential basis to the receiving party by a third party with the legal right to do so, or (v) Confidential Information that is independently developed by the receiving party without the use of the Confidential Information as evidenced by written documentation. Upon termination of this SoW for any reason, each party shall cease all use of any of the other party's Confidential Information and shall return to the other party any copies thereof. Any use or disclosure of the Confidential Information by the receiving party in violation of this SoW may be harmful to the disclosing party. In the event of any such breach, the disclosing party may be entitled to equitable relief, including injunctive relief and specific performance, as a remedy for any such breach (which shall not be the exclusive remedy for breach of this section). The terms of this Section shall survive the termination or expiration of this SoW.

14. Non-Solicitation. Both Parties acknowledge that each has a substantial investment in their respective employees and consultants. In consideration of this investment, the Parties agree that during the term of this SoW, and for a period of 1 year thereafter (regardless of the reason for termination), neither party may solicit for employment, retain the services of, employ, or contract with any employee or consultant of the other, whether directly or through another company or agency.

15. Client's Use of Deliverables. Client is responsible for complying with all terms, conditions, and licensure requirements of all Deliverables provided by or installed by Skyline, including devices, hardware, software, or other products. Client is responsible for its use of all Deliverables provided by or installed by Skyline and its compliance with all local, state, national or international laws, including all laws relating to data privacy, international communications, and transmission of technical or personal data. Client agrees to never reverse engineer, disassemble, decompile, modify, or make derivative works based upon any devices, hardware, software, or other proprietary products provided by Skyline to Client.



16. Insurance. Each party shall maintain liability coverage of the types and at the levels that are usual and customary to insure its obligations and activities under this SoW.

17. Termination. Any termination of this SoW shall be in writing and effective upon delivery to the other party.

1. Any charges arising out of Client's termination shall accrue according to the following terms:

1. Client termination within ten (10) days of execution of this SoW when no work has been scheduled or commenced: no charge.
  2. Client termination within ten (10) days of execution of this SoW when work has been scheduled or commenced: Skyline shall be entitled to compensation for work performed and reimbursement of all expenses incurred.
  3. In all other cases, upon receipt of termination, Skyline shall be entitled to compensation for work performed and reimbursement of all expenses incurred. Skyline may additionally, at its discretion, apply a cancellation fee of the lesser of i) 40 hours at the highest hourly rate stated in the SoW, or ii) one-half of the estimated cost of the remaining work.
2. All Skyline expenses invoiced pursuant to this section shall be assessed at actual cost and may include charges associated with winding down the project, including but not limited to contractor fees and return travel fees.
3. If this SoW is terminated other than by reason of a material breach by Skyline, all obligations of Skyline to provide the Deliverables shall immediately and automatically cease.
4. Skyline may terminate this SoW upon written notice if it becomes technically impossible for Skyline to perform its obligations hereunder through no fault of its own. Reasons which may fall into this Technical Feasibility termination include but are not limited to: inability of the Parties to reach agreement on a Change Request that affects a material term of the Deliverables or the SoW; failure of Client to grant necessary access and/or fulfill Client responsibilities; changes in software, devices, manufacturer support, laws,



regulations, architecture, or environmental factors that render Skyline's performance impossible.

18. Notice. Any notice or communication given under this SoW regarding modification, amendment, or waiver shall be in writing, and shall be deemed to have been validly served, given, or delivered at the addresses listed above: (a) upon receipt if deposited in the United States Mail, first class mail, with proper postage prepaid, (b) upon receipt of confirmation or answerback if sent by telecopy, facsimile transmission, email, PDF, or other electronic transmission, (c) one business day after delivery with a reputable overnight courier with all charges prepaid when delivered, if hand-delivered by messenger, all of which shall be properly addressed to the party notified.
19. Assignment. This SoW and all rights and obligations hereunder may not be assigned without the prior written consent of the other party. Subject to the preceding sentence, this SoW will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.
20. Compliance. Each party shall comply with all applicable federal, state, and local laws, rules, and regulations relating to it, and shall operate so that all licenses, permits, consents, and approvals are obtained and maintained from all governmental agencies that have jurisdiction over it, except where the failure to so comply or so operate does not have a material adverse effect on any of the other Parties.
21. Debarment. Each party hereby certifies that neither it nor any of its employees or agents performing any service under this SoW are (i) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any program sponsored by a federal, state, or local department or agency; or (ii) under investigation for a crime or otherwise engaged in conduct for which an entity or individual can be debarred by any federal, state, or local department or agency. Each party shall immediately notify the other party upon any inquiry or commencement of any such proceeding, and upon such notice, the party receiving notice shall have the right to immediately terminate this SoW.
22. Non-discrimination. Each Party represents that it does not discriminate in employment opportunities or practices or in the provision of services, on the basis



of race, religion, national origin, gender, gender identity and association, ethnicity, age, disability, sexual orientation, veteran status, familial status, socio-economic status, or any other characteristic protected by law.

23. Indemnification. Client shall indemnify, defend and hold harmless Skyline, and Skyline's trustees, officers, professional staff, employees, and agents and their respective successors, heirs and assigns (the "Indemnitees"), against any liability, damage, loss or expense (including reasonable attorney's fees and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands or judgments (collectively "Claims") arising out of the SoW. Client shall have the right to settle Claims; provided, however, that Client shall make no admission of fault or wrongdoing or other statement reflecting negatively on the Indemnitees, without the Indemnitee's prior express written consent. Client agrees, at its own expense, to provide attorneys reasonably acceptable to Skyline to defend against any actions brought or filed against any Indemnitee with respect to the subject of the indemnity contained herein, whether or not such actions are rightfully brought.
24. Limitation of Liability. SKYLINE WILL NOT BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SKYLINE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE FEES PAID TO SKYLINE HEREUNDER.
25. Choice of Law, Venue, Attorneys Fees. This SoW will be interpreted, construed, and enforced in accordance with the laws of the State of California. For the purpose of all legal proceedings, this SoW will be deemed to have been performed in Santa Clara County, CA. Venue for the adjudication of any matter under this SoW shall be Santa Clara County in the State of California. If any action is necessary to enforce this SoW, the prevailing party shall be entitled to reasonable attorney fees, costs, and expenses in addition to any other relief to which it may be entitled.
26. Force Majeure. Neither party will be liable for any failure or delay in performing an obligation under this SoW that is due to any of the following causes, to the extent



beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

27. Construction, Headings. All references to Sections refer to the Sections of this SoW. Whenever the context so requires, the gender of all words used in this SoW include the masculine, feminine, and neuter, and the singular shall include the plural, and conversely. The headings used in this SoW have been inserted for convenience only and do not constitute matter to be construed in interpretation.
28. Severability. If any term or provision of this SoW is to any extent held invalid or unenforceable, the remaining terms and provisions of this SoW will not be affected thereby, but each term and provision of this SoW will be valid and enforceable to the fullest extent permitted by law.
29. Integration. This SoW constitutes the entire agreement between the Parties with respect to the Deliverables and supersedes any and all prior or contemporaneous agreements, whether written or oral.
30. Waiver. The failure of either party to enforce any right or remedy available under this SoW or any document executed in connection herewith shall not be construed to be a waiver of such right or remedy.
31. Survivability. Sections regarding Client Ownership of Deliverables, Non-disclosure, Non-solicitation, Client's Use of Deliverables, Termination, Indemnification, and Limitation of Liability shall survive expiration or termination of this SoW and any services or good provided as a result of this SoW. Such provisions shall be binding on the Parties, and their successors, and assigns for the benefit of Skyline and its affiliated companies and their successors and assignees.



32. Counterparts. This SoW may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same document.

