

## CISCO COMPATIBLE EXTENSIONS TEST AGREEMENT

This Agreement is made and entered into as of \_\_\_\_\_(the "Effective Date")by and between Allion Test Labs, Inc.(Allion), an organization organized and existing under the laws of the Taiwan R.O.C., maintaining its principle place of business at 9F, No.3-1, Yuan Ku Street, Taipei, Taiwan 11543 and Client set forth below

Client Name:\_\_\_\_\_

Client Address:\_\_\_\_\_

NOW, THEREFORE, in consideration of the mutual premises and covenants contained in this Agreement, Allion and Client agree as follows:

### I. Definitions

- A. "CCX" shall mean Cisco Client Extensions.
- B. "CCX Test Program" shall mean Cisco's Compatible Extensions Program for Wireless LAN Client Devices.
- C. "Cisco" shall mean Cisco Systems, Inc.
- D. "CCX Test Plan" shall mean a specific test plan provided by Cisco to test the interoperability of Client's Products.
- E. "Interoperability Mark" shall mean the logos that Cisco licenses a CCX Test Program member to use upon or in connection with Verified Products in accordance with the terms and conditions of the Cisco logo license agreement and CCX Test Program.
- F. "Verified Product" means each product that has been tested by Allion in accordance with a CCX Test Plan pursuant to this Agreement, and has passed all interoperability requirements in Cisco's sole discretion.

### II. Services

- A. Allion has been authorized by Cisco to test Wireless LAN Client Devices for its CCX Test Program ("Testing Services") in accordance with CCX Test Plan.
- B. Client acknowledges that the terms of this Agreement, once signed, shall govern the testing of any and all products submitted to Allion for Testing Services.
- C. Client acknowledges that any testing conducted by Allion shall only be valid for the specified version of Client's Products. Future release of Cisco products may or may not be compatible or interoperable with Client's Verified Products.
- D. Allion shall perform Testing Services in accordance with the CCX Test Plan and submit the report and results of Testing Services to Cisco and Client based on Cisco's requirement for granting of Interoperability Mark and compliance statement. Client acknowledges that all test results shall be submitted to Cisco for review.
- E. Client understands that testing will not begin until Allion receives Client's Products and this signed Agreement.

### III. Materials

- A. Client shall provide to Allion a complete set of submission package that will be the subject of the Testing Services (collectively, the "Client's Products").

- B. Allion agrees to use Client's products only for internal testing purposes as outlined in this Agreement, and will not take title to, sell or otherwise use Client's Products for any other purpose whatsoever, unless such other purpose is specifically authorized by Client. All equipment and software of Client supplied to or used by Allion in connection with the Testing Services will remain the property of Client.

#### **IV. Confidentiality**

- A. Except for the release of Client's Product, test data and results to Cisco in connection with this program, Allion will not, without Client's prior approval, publish or disclose to any person or entity any test results, test data, or other confidential information with respect to the products obtained by it under this Agreement. Confidential information shall not include any item of information which (i) is lawfully received by Allion from a third party not under a similar confidential agreement with Client, (ii) is published or otherwise made known to the public by Client, (iii) was generated independently or already known by Allion before disclosure by Client, or (iv) Allion is required to divulge by court or other governmental or administrative order.

#### **V. Representation and Disclaimers; Limitation of Liability**

- A. It is acknowledged and agreed that any determinations and/or statements made by Allion including but not limited to the test report of Testing Service and/or results thereof with respect to Client's Product (collectively called "Determinations") shall be based upon Allion's testing activities, analysis, test kits and all test materials provided by the CCX Test Program.
- B. Allion makes no warranties, express or implied, as to results thereof, or any information or data included therein. Allion makes no express or implied warranties of merchantability or fitness for a particular purpose or use with respect to Testing services and/or results thereof.
- C. In no event shall Allion be liable to Client for any lost profits or special or consequential damages, even if advised in advance of the possibility of such damages.
- D. Client acknowledges that Allion only performs Testing Services and provides the report and results thereof to Cisco and Client, and the granting of any Interoperability Mark or compliance statement is at the discretion of Cisco. Allion shall in no way be responsible for any decisions made by Cisco regarding Client's Products. Allion makes no guarantees, representations or warranties regarding Client's ability to meet standards defined in the CCX Test Program.
- E. Client acknowledges that Cisco has no obligation to modify Cisco products as a result of the Testing Service.
- F. In no event shall Cisco's and its suppliers' liability to Client in connection with, arising out of or relating to this Agreement exceed five hundred dollars (\$500.00). Client agrees that the limitations specified in this section shall apply even if any remedy provided in this agreement is found to have failed of its essential purpose.

#### **VI. Ownership and Trademarks**

- A. Nothing herein grants or is intended to grant Client any right whatsoever to use the name or any trademark, trade name or service mark of Cisco. Regardless of the conclusion of Testing Service, the Interoperability Mark can only be obtained by means of a separate license with Cisco, entered into by Cisco in its sole.
- B. Nothing herein grants or is intended to grant Client any license or other right to use such trademark of Cisco. A license or other right to use such trademark of Cisco can be obtained only through the Client's separate agreement with Cisco.

**VII. Indemnification**

- A. Client acknowledges that Cisco has no obligation to Allion under this Agreement, and agrees not to seek any recourse against Cisco or Allion for matters arising out of this Agreement. Further, Client agrees not to seek any damages against Cisco for work or services performed by Allion under this Agreement.
- B. Client agrees that under no circumstances will Client subpoena Allion and/or with or without Allion's consent, introduce the Testing Services and/or Determination in any litigation or other proceeding involving Client.

**VIII. Term and Termination**

- A. The term of this Agreement shall commence on the Effective Date and shall continue until the Testing Services are completed. This Agreement shall valid and apply to future Testing Services as requested by Client and agreed to by Allion.
- B. In the event that Cisco terminates the authorization of the Testing Service, Allion shall reimburse any fees paid by the Client to Allion for Testing Services completed pursuant to this Agreement unless Allion submits all test results to Cisco for review.

**IX. No Restrictions on Allion's Activities**

- A. Notwithstanding anything herein to the contrary but subject to Allion's confidentiality obligation as provided herein, the Client agree that Allion shall not be prohibited or restricted in any manner from providing testing services to any third party in connection with any product, including but not limited to Client's Products.

**X. General**

- A. This Agreement is not assignable or transferable by each party without the prior written consent of the other. Any attempt to assign or transfer this Agreement without the other's prior written consent shall be null and void.
- B. This Agreement shall be interpreted, construed and enforced in accordance with the laws of Taiwan R.O.C.
- C. This Agreement shall be executed in two counterparts, one of which shall be kept by Client and the other shall be kept by Allion.

WHEREAS, intending to be legally bound, the parties hereto have executed this Agreement on the respective dates entered below:

**Allion Test Labs, Inc.**

**Client:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_