

# Canada SIP Terms and Conditions

## Cisco Solution Incentive Program

### WW Policy Document and Terms and Conditions

#### 1. Overview

##### 1.1 Summary

The Cisco Solution Incentive Program (the “**Program**”) is designed to recognize the additional value that Cisco Channel Partners (“**Channel Partners**”) provide when they invest in the development and sale of Solutions that integrate proprietary or third-party business applications and services with Cisco technology. The program recognizes the partners’ efforts and expertise in developing the solution opportunity, the customer relationships they influence, and their ability to enlarge and accelerate Cisco opportunities. The Program seeks to provide a neutral, fair platform for eligible Channel Partners to enroll Solutions and thereby gain an additional earned discount when registering opportunities against approved Solutions.

##### 1.2 Program Policy Overview

This Program policy document, as updated by Cisco from time to time and posted at: [www.cisco.com/go/sip-canada](http://www.cisco.com/go/sip-canada) (the “**Terms and Conditions**”), sets forth the terms and conditions for the Channel Partner’s participation in the Program. The version of the Policy Document posted at the above referenced site at the time each Solution is Enrolled will govern.

#### 2. Definitions

If a capitalized term is not defined in these Terms and Conditions, it shall have the meaning ascribed to it in the Resale Agreement. In the event of a conflict between the Resale Agreement and these Terms and Conditions, these Terms and Conditions will control as it relates to the subject matter set forth herein.

**2.1 Cisco Capital:** Cisco Capital is a Cisco entity that provides financing to Cisco Channel Partners and End Users for the purpose of enabling sales and business development. Cisco Capital’s website is located at: <http://www.cisco.com/web/ordering/ciscocapital/index.html>.

**2.2 Cisco Commerce Workspace Tool (CCW):** The Cisco website at which Channel Partners submit all required information for each Deal Registration and at which the official status of the Deal is indicated and, as necessary, adjusted. All deals must be registered using CCW. The CCW website is located at: <http://www.cisco.com/go/ccw>.

**2.3 Deal:** An End User issue, requirement, or business need for which an Enrolled Solution is available.

**2.4 End User:** The End User (as defined in Channel Partner’s Resale Agreement) or licensee that has acquired Product for its own internal use and not for Resale, remarketing, or distribution. The Channel Partner must identify the End User or licensee in CCW. An entity is not an eligible End User under the Program if it performs stocking, sparing, or warehousing activities for third parties or procures Products, Services, or Software for delivery to third parties.

**2.5 Enrolled Solution:** A Solution approved by Cisco for participation in the Program. Cisco will notify Channel Partner of the status of the Solution via PPE.

**2.6 GPL:** The Cisco Canada Global Price List as published at Cisco.com.

**2.7 Partner Program Enrollment Tool (PPE):** A Cisco integrated platform whereby Channel Partner submits their Go-to-Market (“GTM”) Plan and enrolls each Solution in the Program. PPE also provides submission and tracking of multiple Cisco programs. PPE is located at: <http://www.cisco.com/go/ppe>.

**2.8 Product:** Cisco Hardware, Software, and Documentation, as defined in Channel Partner’s Resale Agreement and as listed on the then-current GPL.

**2.9 Registered Deal:** A Deal that has been approved by Cisco under an Enrolled Solution. If a Deal is approved as a Registered Deal, Cisco will notify Channel Partner via CCW and will provide an Enrollment ID for use when placing the order.

**2.10 Resale Agreement:** The Cisco Indirect Channel Partner Agreement (ICPA), the Cisco Systems Integrator Agreement (SIA), or another similar Cisco agreement that authorizes the resale of Cisco Products and Services only to Customers.

**2.11 Solution:** A selection of Cisco Products and Services integrated with third party applications that together meets End User’s issue, requirement, or business need.

**2.12 Term:** The Channel Partner is eligible to receive special Program pricing starting on the date that the Deal Registration is Approved. Program pricing will expire twelve (12) months from the date the Deal Registration is Approved, unless the Term is otherwise extended by Cisco and the Channel Partner is notified via CCW.

### 3.Channel Partner Eligibility for Program

**3.1** Channel Partner must be a Cisco Gold, Premier, or Select Certified Partner in the Territory or be Authorized in Cisco’s Cloud and Managed Services Partner (CMSP) Program.

**3.2** For SIP-BYOD Smart Solution, Channel Partner must hold one of the following Authorizations: Advanced Borderless Network Architecture Specialization; Advanced Security Specialization; Advanced Wireless LAN Specialization; Advanced Enterprise Networks Architecture Specialization; Advanced Security Architecture Specialization; Advanced Unified Access Specialization; or Identity Services Engine ATP.

**3.3** Channel Partner must have a current and valid Resale Agreement in place, and be in good standing with the Cisco Channels Partner Program.

**3.4** Channel Partner must have all the required Cisco certifications, specializations, and authorizations to sell and implement all of the Products and Services included in the Solution within the Channel Partner’s authorized Territory.

**3.5** Channel Partner must have all the required government contracts and authorizations to sell and implement the entire Solution. (United States only)

**3.6** Channel Partner must have competent and aggressive sales, technical support, and maintenance organizations employees who shall be full-time direct employees of Channel Partner who sell, deploy, install, secure acceptance of, and maintain the Products and Services of the Solution.

### 4.Program Process

Channel Partner must meet the requirements listed below for each Solution and each Deal. If Cisco determines, at any point, that Channel Partner does not meet the requirements, then the Enrolled Solution and/or the Registered Deal may be rejected or revoked.

#### **4.1 Solution Enrollment** (One per Solution)

**4.1.1** Channel Partner must submit a GTM Plan for each Solution via PPE. A GTM Plan template is available at <http://www.cisco.com/go/sip-canada>; or, for a French version, see: <http://www.cisco.com/go/sip-canada-fr>.

**4.1.2** Once Channel Partner has submitted the GTM Plan, Cisco will verify whether Channel Partner's proposed Solution meets Program enrollment requirements. Channel Partner should allow at least 10 business days for Cisco's review. Channel Partner will be notified whether the Solution is Enrolled, Rejected, or Incomplete via email. If Enrolled, an Enrollment ID will be sent to Channel Partner. If the Solution is determined to be Incomplete, Channel Partner will receive a More Information Required ("MIR") request and the Solution will be given a status of "pending".

**4.1.3** Once the Solution is Enrolled, Channel Partner must register, via CCW, any Deals under that Enrolled Solution in order to receive incremental benefits and compensation in accordance with this Program.

#### **4.2 Solution Enrollment Requirements** - Each Solution must:

**4.2.1** be repeatable;

**4.2.2** be targeted at business decision-makers, as documented in the GTM Plan (CEO and other senior business executives with budget control; not network or IT managers);

**4.2.3** include one or more business-relevant third-party or proprietary application (with the exception of SIP-BYOD Smart Solution) that directly affects the End User's business function, processes, or productivity;

**4.2.4** For SIP-BYOD Smart Solution, both ISE and Wireless Lan products must be included in the opportunity to qualify for this special pricing and ISE (Identity Service Engine) products must represent at least 20% of the total BOM (Bill of Material);

**4.2.5** include all required End User planning, design, implementation, and operation support services for both the network and application components;

**4.2.6** ensure that Cisco Products and Services comprise no more than eighty (80) percent of the overall Solution with the exception of SIP-BYOD Smart Solution.

**4.2.7** provide to Cisco a solution reference architecture that includes Cisco as the networking component;

**4.2.8** provide to Cisco a GTM Plan for selling the Solution;

**4.2.9** provide to Cisco a Solution forecast for Cisco Products and Services validated by Cisco; and

**4.2.10** not be duplicative of a solution that Cisco is already offering (such as Cisco's Solutions Plus).

#### **4.3 Deal Registration** (One per Deal)

**4.3.1** Once Channel Partner has an Enrolled Solution, Channel Partner must register each Deal associated with that Enrolled Solution.

**4.3.2** A Deal must meet the requirements outlined in Section 4.4 before Cisco will approve SIP special pricing for the Deal.

#### **4.4 Deal Registration Requirements** - For each Deal, Channel Partner must:

**4.4.1** Meet with End User, prior to deal registration.

**4.4.2** Complete and submit a high-level network diagram (for Opportunities with a value of \$500,000 List or more).

**4.4.3** Identify in CCW that the End User or licensee is the customer and certify that the customer identified is a valid End User.

**4.4.4** Perform all Presales Milestones identified in the registration, including, but not limited to, identifying the End User's primary decision makers, available budget, and expected timing of opportunity; determining End User business issues and requirements; making phone calls and face-to-face sales visits to End User; and providing high-level design to End User.

**4.4.5** Certify that the amount purchased from a Cisco Authorized Distributor will not exceed that purchased by the End User for the Registered Deal.

**4.4.6** The amount of each Registered Deal must be a minimum of fifty thousand dollars (\$50,000) on GPL for Cisco Products and Services for Enterprise and Public Sector deals; and ten thousand dollars (\$10,000) on GPL for Cisco Products and Services for all other deals. Deals exceeding one million dollars (\$1,000,000) on GPL for Cisco Products and Services will be subject to additional review by Cisco.

**4.4.7** If Cisco approves the Deal Registration, then SIP special pricing will be awarded at the time that the order is placed. To use the special pricing when placing an order, Channel Partner must use the deal ID sent by Cisco.

**4.4.8** Cisco Authorized Distributors are required to honor valid quotes placed during the duration of this incentive program for a maximum of 30 days after program ends.

**4.4.9** No POS claims will be valid for products sold 60 days after the registered deal approval period expires.

**4.4.10** There are no return privileges on these products.

## 5. Program Rules

**5.1** The Program discount may only be combined or stacked with Cisco programs, promotions, discounts, or credits expressly approved by Cisco's Partner Incentive Council to work in conjunction with the Program.

**5.2** The Value Incentive Program (VIP) may be combined if the Channel Partner is eligible for VIP rebates.

**5.3** Enrolled Solutions are valid for twelve (12) months from the Solution enrollment date. Channel Partner may request a one-time extension of the Solution. If granted, an extension is valid for an additional twelve (12) months. The extension may require additional documentation and/or review as requested by Cisco.

**5.4** Approved Registered Deals are valid for six (6) months from the Registered Deal approval date. Channel Partner may request a one-time extension of the Registered Deal. If granted, an extension is valid for an additional six (6) months. The extension may require additional documentation and/or review as requested by Cisco.

**5.5** All Cisco Products on the GPL are eligible for the Program, except for Cisco SolutionsPlus products, Incentive Restricted SKUs, and refurbished equipment.

**5.6** Upon Cisco's request, Channel Partner will provide End User Purchase Orders to Cisco. At its discretion, Cisco may contact the End User designated in the Registered Deal to confirm reported information.

## 6. Purchasing Requirements and Limitations

The following requirements apply to all purchases made through the Program:

**6.1** Channel Partner may only purchase the Cisco Products and Services specified herein under the Program during the approved Term of the Enrolled Solution.

## 7. Program Discount Structure

**7.1** Channel Partners ordering directly receive an upfront discount off GPL for eligible Products and Services, which are listed at: <http://www.cisco.com/go/sip-canada>; or, for a French version, see: <http://www.cisco.com/go/sip-canada-fr>. Channel Partners ordering through distribution will negotiate pricing with the Cisco Authorized Distributor.

**7.2** Channel Partner with an Approved SIP will receive special SIP pricing.

## 8. Reasons for Rejection or Revocation of a Registration

**8.1** If, at any time, Cisco receives information that would otherwise make the Deal, Solution, or Channel Partner ineligible for the Program, then Cisco reserves the right to reject or revoke the Registered Deal or Enrolled Solution. This includes Channel Partner's failure to satisfy any of the requirements set forth these Terms and Conditions.

**8.2** Prior to rejecting or revoking any Enrolled Solution or Registered Deal, the Cisco Account Manager must engage the SIP Operations team.

**8.3** Channel Partner must be actively positioning the Cisco Solution as the primary and preferred solution for the Opportunity. Channel Partner is not precluded from offering an alternative solution in addition to the Cisco Solution. Special SIP pricing, however, may only be applied to the Cisco Solution.

**8.4** The Program is intended to develop new solutions using Cisco Products, particularly where Cisco has not developed its own solution for a particular need. Accordingly, Cisco reserves the right to reject solutions that are duplicative of solutions already developed and on offer by Cisco.

**8.5** If a Channel Partner with an Enrolled Solution or a Registered Deal does not satisfy any of the requirements set forth in these Terms and Conditions during the Term of the Solution Enrollment or the Deal Registration, then that Channel Partner must provide written notification to the Cisco Account Manager, and the Channel Partner must withdraw its SIP Registration for that Deal or Solution. If the Channel Partner fails to meet these requirements, the Cisco SIP Operations team may reject or revoke the Channel Partner's Enrolled Solution or Registered Deal. Upon Channel Partner's failure to meet these requirements for an Enrolled Solution or Registered Deal, the Cisco SIP Operations team may take corrective actions, up to and including barring Channel Partner from any future participation in SIP.

**8.6** Cisco reserves the right to terminate any Registered Deal or Enrolled Solution and disqualify Channel Partner from future participation in the Program if Cisco determines that Channel Partner has violated any of the provisions of these Terms and Conditions. Cisco also reserves the right to recover fees for fraudulent registrations and to expel Channel Partner from the Cisco Channel Partner Program.

## 9. General

These Terms and Conditions are specific to the Program and function in addition to the Partner's Resale Agreement, which is hereby incorporated by reference.

**9.1** Cisco reserves the right to cancel or modify any aspect of the Program at any time.

**9.2** Cisco reserves the right to withhold any SIP discount for a Solution that includes products and services that are competitive with Cisco Products or Services.

**9.3** By submitting a registration and participating in the Program, Channel Partner certifies that it will comply with all laws, licenses, permits, and approvals required by any applicable government entity, including, without limitation, any anti-bribery, conflict of interest, or procurement laws or regulations of any government or other competent authority where the products are to be sold or used (collectively, "Applicable Laws").

**9.4 CHANNEL PARTNER WILL INDEMNIFY AND HOLD CISCO HARMLESS FOR ANY VIOLATION BY THE CHANNEL PARTNER OF ANY APPLICABLE LAWS.**

**9.5** By accepting the special pricing provided under the Program, Channel Partner acknowledges that the pricing is ONLY provided for the specific Registered Deal with the specific Customer listed in the SIP Registration process. Registrations are only valid on a Deal by Deal basis, and do not apply to the entire customer account. SIP discounts may not be used for Channel Partner's internal use or for resale to other Resellers. Cisco Channel Partners are not considered Customers under SIP.

**9.6** If Cisco determines that Channel Partner has used special SIP pricing in a fraudulent manner, Cisco may, in addition to all of its other rights and remedies, all of which are reserved, (a) invoice Channel Partner for the difference between such additional discount and Channel Partner's then-current standard Resale discount; (b) audit Channel Partner's purchases pursuant to the Audit provision in the Channel Partner's Resale Agreement, and invoice Channel Partner for all reasonable costs incurred by Cisco in its performance of the audit; (c) suspend Channel Partner's access to price deviations and other Cisco sales and marketing programs; (d) suspend shipments to Channel Partner; and/or (e) terminate Channel Partner's Resale Agreement pursuant to the termination rights set forth therein.

**9.7** Channel Partner may not rely on or use SIP pricing in its price quotes to Customer until Channel Partner receives written confirmation from Cisco via CCW that the Registered Deal is Approved.

**9.8** State and Municipality Contractual Discounts: An Opportunity is not eligible for SIP Registration when the state or municipality contract discount exceeds the SIP discount. (United States only)

**9.9** Cisco reserves the right to revoke a Registered Deal or Enrolled Solution if Cisco becomes aware of information that materially affects the Deal or Solution.

**9.10** Channel Partner must comply with all laws related to these Terms and Conditions. For example, some government entities may require Channel Partner to disclose special pricing received from vendors.

## 10. Confidentiality

**10.1** Subject to the exceptions in this Section 10, any confidentiality terms contained in a Channel Partner's underlying Resale Agreement (or such other applicable terms and conditions governing the purchase and resale of Products and Services) shall apply to a Channel Partner's participation in the Program. Any information shared between Cisco and its Channel Partner(s) related to the Program is Confidential Information as defined under such Resale Agreement.

**10.2** Cisco may disclose to an inquiring Channel Partner whether it is eligible for an SIP for that particular Solution.

**10.3** The Channel Partner with an Enrolled Solution may, at its discretion, disclose to the End User that it has an additional earned discount from Cisco for the Solution. That Channel Partner may not, however, disclose that information to other Channel Partners. Further, the Channel Partner may not disclose the value of the Program earned discount to any Channel Partner or any End User, unless required by law.

**10.4 Breach of Confidentiality.** If any Channel Partner breaches the confidentiality provisions contained in this Policy Document, Cisco may reject the related Registered Solution or Registered Deal, revoke the related Enrolled Solution or Approved Deal, and/or bar that Channel Partner from future participation in the Program.

**10.5** Cisco may disclose any Channel Partner's name, contact information, and information regarding territorial authorizations and locations to any other Cisco Channel Partner solely for the purpose of providing information about the participants in this Program.