

## SMB SELECT PARTNER DESIGNATION EMEA TERMS & CONDITIONS

These Terms and Conditions (the "Terms") are binding between Cisco Systems International BV. ("Cisco") and the company you listed in the SMB Select Partner Application ("Company"). These Terms set forth the requirements for obtaining and maintaining the designation of SMB Select Partner ("Designation") as offered under the Cisco Channel Partner Program and supplement the most current Indirect Channel Partner Agreement in effect between Cisco and Company ("ICPA").

### I. Additional General Terms:

1. **Receiving Benefits.** Company's receipt of the benefits associated with Program, including but not limited to additional discount, constitutes Company's continuing representation that it is in compliance with all Requirements of Program as detailed in the Terms and Conditions available on the web site of the Cisco Channel Partner Program of the relevant Cisco theater in which you are accredited Program. In the event Company receives Program benefits for which it is not entitled by reason of its failure to maintain Program requirements, and/or disclosing false or misleading information, Cisco reserves the right to revoke Program designation and require Company to repay any financial benefits received directly or indirectly from Cisco as a Program benefit, including but not limited to an additional discount.
2. **Changes to Program Requirements.** Cisco may change Program Requirements as it deems appropriate and shall notify Company of any such changes, which notice may be through posting on Cisco's Channel Partner Program web site. Such changes may adversely impact Company's ability to qualify for Program. Cisco will provide Company with a minimum of 90 days notice prior to the effective date of any such changes.
3. **Non-Compliance.** If, while Company is designated as a member of the Program, Cisco becomes aware that Company is no longer in compliance with the applicable Program Requirements, Cisco reserves the right to revoke the Program designation. Company will notify Cisco of its non-compliance promptly, but in no event more than thirty (30) days after Company first becomes aware of its non-compliance. Upon receipt of such notice, Company may qualify for an extension of time in which to renew its compliance with the applicable Program Requirements. Company's failure to provide such notice may disqualify Company from receiving such an extension. If no extension is granted or if Company fails to comply with the Program Requirements by the end of the extension period, Cisco reserves the right to revoke the applicable Program designation immediately. Cisco may also monitor Company's compliance with the applicable Program Requirements of a previously granted Program designation at any time. If Cisco believes Company may no longer be in compliance with these requirements, Cisco reserves the right to conduct an on-site audit of Company's qualifications at any time on fifteen (15) days prior written notice.

### II. Attaining and Maintaining Program Designation:

1. **SMB Select Program Requirements.**
2. Company must meet the applicable requirements listed below
  - II.2.1. Be a Registered partner having entered into an ICPA
  - II.2.2. Agree to Terms and Conditions of SMB Select Program
  - II.2.3. Pass Cisco Sales Associate Exam
  - II.2.4. Registered for CEPS
  - II.2.5. Provide End User Company name and post code in Point of Sales reports
  - II.2.6. Permission to provide you with marketing informationFor current Cisco reseller additional 2 criteria on top of the ones listed above
  - II.2.7. Sales revenue of minimum US\$20000 based on previous 4 Cisco fiscal quarters, and
  - II.2.8. 70% of that sales revenue on entry level products as listed on the Cisco SMB website
3. **Maintaining Accreditation Status.** On anniversary date of admission into the SMB Select Program, Company must achieve a minimum of US\$20000 in a period of 4 consecutive Cisco fiscal quarters and 70% of the then current sales revenue must be on entry level products.
4. **Program Admission Decision.** Cisco shall decide at its sole discretion whether or not to award Program Designation to Company.
5. **Award and Renewal of Program Designation.** Program designations are awarded for a period of one year. Every 12 months, Company must apply to renew Program designation. Cisco's initial and renewal decisions for Program Designation will be based on the Company's ability to meet the applicable Program Requirements in effect on the date that Company submits a valid application for Program designation or renewal.