



LOAN AGREEMENT

THIS LOAN AGREEMENT (“**Agreement**”) No. _____ is entered into as of the last signature date below (the “**Effective Date**”) by CISCO SYSTEMS CAPITAL (INDIA), PRIVATE LTD., an India corporation (“**Capital**”), having a principal place of business at Divyashree Chambers ‘B’ Wing, No. 110’Shaungnessey Road, Off Langford Road, Bangalore, India and __[Name of Customer]__ an India corporation (“**Customer**”), having a principal place of business at __[address]__.

WHEREAS: (A) Customer is purchasing software and/or services listed on Annex I hereto (each and collectively, the “**Purchase**”) from Vendors or service providers (each a “**Vendor**”); (B) Customer wishes Capital to finance Customer's Purchase of the Software and/or Services and/or Taxes in the amounts as defined below, and, (C) to that end, Capital has or may hereafter advance to Vendor for the account of Customer, the amount(s) set forth in Annex I; and (D) It is a condition precedent to Capital’s willingness to make any such advance that Customer execute and deliver this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Payment.

1.1 Payment Terms.

Financed Amounts		Payments
Items:	Interest Rate (per annum)	<u>Term:</u>
Software: IDR _____	_____	<u>Start Date of the Term:</u>
Services: IDR _____	_____	<u>End Date of the Term:</u>
Taxes: IDR _____	_____	<u>Payment Frequency:</u> [Monthly][Quarterly][Annually]
Total Amount: _____		<u>Payment Date:</u> (e.g. 1 st calendar day of the Month)
Default Rate: _____ 14%		<u>Number of Installments:</u> _____
		<u>Amount of Each Installment:</u> IDR _____

Any financing hereunder is intended to match the term for the services provided or software licensed under the Purchase and Customer’s payments under this Agreement shall be made in advance as of the Start Date of the Term from the Payment Date, as defined above. Pursuant to the terms and conditions of this promissory note, Customer hereby unconditionally agrees to pay to Capital as specified above (a) the Total Amount, as stated above, together with interest or so much as may be advanced by Capital in relation to the Purchase and outstanding, including any amount representing any Taxes, as stated above (other than those measured by Capital’s net income), and as applicable (b) the Default Rate interest at the per annum rate of fourteen percent (14%). Customer shall be responsible for all sales, use, property or any other taxes related to the Purchase under this Agreement. Payment shall be made in lawful tender of India. All payments hereunder shall be made to Capital at its account at __[specify bank account]__ (or to such other place as Capital shall designate in writing to Customer), and, unless Customer has obtained Capital’s written consent to another form of payment, such payment shall be made by wire transfer or check in immediately available funds. Whenever any payment hereunder shall be due on a day other than a Business Day (as defined below), then such payment shall be made on the next succeeding Business Day. As used herein, “**Business Day**” means a day (i) other than Saturday or Sunday, and (ii) on which commercial banks are open for business in Bangalore, India.

1.2 Cure Period. If Customer fails to make any payment amount in full within fifteen (15) calendar days from the Payment Date as specified in Section 1.1 (hereinafter "**Cure Period**") (whether in the ordinary course or by acceleration), the unpaid portion shall bear interest from the Payment Date until paid at the lesser of (a) the Default Rate or (b) the highest lawful rate. All computations of interest shall be made on the basis of a year of three hundred and sixty (360) days for the actual number of days (including the first day, but excluding the last day) occurring in the period for which such interest is payable, compounded monthly.

1.3 Unconditional Payment. **TO THE EXTENT CAPITAL HAS ADVANCED AMOUNTS UNDER THIS AGREEMENT ON BEHALF OF CUSTOMER TO CISCO OR A VENDOR, CUSTOMER'S OBLIGATION TO PAY Capital IN ACCORDANCE WITH THE AMOUNTS HEREUNDER SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SETOFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT, FOR ANY REASON WHATSOEVER.**

2. Representations, Warranties, and Covenants.

2.1 No Warranty by Capital. This Agreement conveys no explicit or implicit license for the use of software or other intellectual property. Such license rights, to the extent they exist, are contained in separate license documentation entered into between Customer and Cisco Systems, Inc. or other Vendor. **Capital MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE SOFTWARE OR SERVICES, OR INTELLECTUAL PROPERTY RIGHTS, INCLUDING ANY PATENT, COPYRIGHT AND TRADEMARK RIGHTS, OF ANY THIRD PARTY, INCLUDING CISCO SYSTEMS, INC., AND EXPRESSLY DISAVOWS ANY WARRANTY OF TITLE, VALIDITY OR ENFORCEABILITY OF LICENSE, NON-INFRINGEMENT, AVAILABILITY OR QUALITY OR VENDOR OR OTHER SERVICE SUPPORT, OR FITNESS FOR ANY PARTICULAR PURPOSE.**

2.2 Customer Representations and Warranties. Customer represents and warrants that (a) it has independently licensed the software and/or purchased services from Cisco or the Vendor based on its own judgment, and expressly disclaims any reliance upon statements made by Capital to Customer, if any, with regard to such software and/or services; (b) Customer is an entity in good standing under applicable state law; (c) this Agreement has been duly authorized and constitutes a legal, valid and binding obligation of Customer and is enforceable against Customer in accordance with its terms; (d) Customer has obtained all necessary authorizations and board approvals as provided by its bylaws, charter or articles of incorporation prior to entering into this Agreement (e) Customer's signatory of this Agreement has the authority to bind Customer; and (f) any and all information furnished by Customer in connection with this Agreement is and will be true and correct in all material respects and, in the case of Customer's financial information, prepared in accordance with generally accepted accounting principles ("**GAAP**") consistently applied.

3. Default. Each of the following events shall be an Event of Default ("**Event of Default**"): (a) Customer fails to make any payment hereunder in full when due on the Payment Date set forth above and fails to cure within the Cure Period; (b) Any statement, representation or warranty made by Customer in the Agreement or in any document, certificate or financial statement in connection with this Agreement proves at any time to have been untrue or misleading in any material respect as of the time when made; (c) Customer breaches any provision of Section 6 herein; (d) Customer ceases as a going concern or becomes insolvent or makes an assignment for the benefit of creditors, or a trustee or receiver is appointed for Customer or for a substantial part of its assets, or bankruptcy, reorganization or insolvency proceedings are instituted by or against Customer and, in the case of an involuntary petition of bankruptcy filed against Customer, such petition is not dismissed within sixty (60) calendar days after the petition is filed; and (e) Any transaction, 1) which would result in a change of control of the majority of the Customer's outstanding voting stock held or controlled, directly or indirectly, by an entity, person, or affiliated group of persons, thereby requiring Customer to provide timely prior written notice thereof to Capital, and 2) whereby, Capital determines at its sole discretion that the change of control would create a material adverse effect on the payment obligations to Capital; or f) Customer or any of its subsidiaries or other affiliates, defaults under any other current or future instrument or agreement with Capital, including without limitation any master agreement to lease equipment and any purchase agreement in connection with this Agreement. Notwithstanding anything contained to the contrary herein, where Customer has begun to receive service(s) or use of the software license(s) under the Purchase prior to execution of this Agreement and Customer's payments under this Agreement would have been due as of the initiation of the services or use of the software under the Purchase and prior to the execution date of this Agreement, any such payments shall not be considered past due and therefore an Event of Default under Section 3 (a) and shall become due and payable as of five (5) business days from date of receipt of the first invoice after the execution date of this Agreement and shall be reflected as such in the first invoice presented to the Customer.

4. Remedies. Upon 1) the occurrence of an Event of Default under Sections 3(a)-(e) herein and 2) as granted by Capital, the expiration of any additional cure period which may be provided in writing from time to time by an authorized officer of Capital

besides the Cure Period stated in Section 1.2 above, Capital shall have the option of declaring all or any portion of the outstanding amounts immediately due and payable, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived. In addition, upon any occurrence of an Event of Default, Capital may (a) upon notice to Customer require Customer to cease all use of any software provided in connection with the Purchase, whereupon Customer shall immediately cease all such use; (b) require that Customer's license rights to any such software immediately be terminated or rescinded, whereupon such license rights, including the rights to any services, shall be terminated until all amounts due and owing hereunder by Customer have been paid in full, at which time Customer shall be entitled to continue receiving such services and using such software; (c) with or without prior notice to Customer, deliver a notice to any provider (either Vendor) of the software and/or services under the Purchase to immediately terminate or rescind any software and/or services, whereupon all Customer's rights thereunder shall immediately be terminated until all amounts due and owing hereunder by Customer have been paid in full, at which time Capital, upon request by Customer, shall deliver notice to such provider that Capital does not object to the resumption of Customer's services or the license of the software; and (d) require Customer to assemble and deliver to Capital all copies of any such software under this Agreement in electronic or other form, together with all documentation. Customer agrees that monetary damages are not a sufficient remedy and will not adequately compensate Capital for Customer's breach of this Agreement and that Capital shall be entitled to seek specific performance or other injunctive relief. None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Capital. Capital's exercise of one or more remedies shall not preclude its exercise of any other remedy. No action, inaction, or delay taken by Capital shall release Customer from any of its obligations to Capital or operate as a waiver by Capital of any right hereunder. Customer agrees to pay on demand all the losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) which Capital incurs in connection with enforcement or attempted enforcement of this Agreement, or the protection or preservation of Capital's rights under this Agreement, whether by judicial proceedings or otherwise. Such costs and expenses include, without limitation, those incurred in connection with any workout or refinancing, or any bankruptcy, insolvency, liquidation or similar proceedings. Customer's obligations under this Agreement shall survive any termination of any license agreement, purchase agreement or any service agreement financed hereunder.

5. Notice. All notices, requests, demands and other communications may be delivered by fax, electronic mail address, or registered or certified mail to each party at the addresses set forth below in accordance with the terms hereinafter. Capital will be the sole party able to provide notice by electronic mail. Either party may from time to time change its address, fax, or phone number, or as applicable its electronic mail address, for notification or payment purposes by giving the other party prior written notice of the new information and the date upon which the change will become effective. No single or partial exercise of any power under this Agreement shall preclude any other or further exercise of such power or exercise of any other power. No delay or omission on the part of Capital in exercising any right under this Agreement shall operate as a waiver of such right or any other right hereunder. Except as provided in Section 3 of this Agreement, as an administrative courtesy to the Customer, and at no obligation of Capital to provide such notice nor as a substitution of the Customer's obligation to make any timely payment(s) for the amounts owed to Capital by Customer, Capital shall provide an invoice for all payments under this Agreement forty five (45) calendar days in advance to the Customer.

Customer: _____ [Full legal name]	Capital: CISCO SYSTEMS CAPITAL CORPORATION
Address: _____ [Principal Corporate Address] _____ _____	Address: Divyashree Chambers 'B' Wing, No. 110'Shaungnessey Road, Off Langford Road, Bangalore India
Phone: _____ [Principal Phone Number]	Phone: _____ [Principal Phone Number]
Fax: _____	Fax: _____
Email: _____	

6. Binding Agreement; Assignment. This Agreement shall be binding on Customer and its successors and assigns, and shall be binding upon and inure to the benefit of Capital, any future holder of this Agreement and their respective successors and assigns. Customer may assign or transfer this Agreement or any of its obligations hereunder to Customer's parent corporation, corporate subsidiary or affiliate with Capital's prior written consent, and such consent shall not be unreasonably withheld by Capital provided such assignment does not diminish the Customer's financial obligations associated with this Agreement. Any

assignment between the Customer and Capital must be communicated with thirty (30) calendar days written notice prior to the effective date of such assignment.

7. **Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of India. Customer hereby (i) submits to the non-exclusive jurisdiction of the courts of Bangalore and higher courts of India sitting in Delhi for the purpose of any action or proceeding arising out of or relating to this Agreement, (ii) agrees that all claims in respect of any such action or proceeding may be heard and determined in such courts, (iii) irrevocably waives (to the extent permitted by applicable law) any objection which it now or hereafter may have to the laying of venue of any such action or proceeding brought in any of the foregoing courts in Bangalore, and any objection on the ground that any such action or proceeding in any such court has been brought in an inconvenient forum, and (iv) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner permitted by law.

8. **Entire Agreement and Severance.** This Agreement contains the entire understanding of the parties hereto with regard to the subject matter contained herein. The parties hereto, by mutual agreement in writing, may amend, modify and supplement this Agreement. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable, such provision(s) shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein. Notwithstanding anything to the contrary herein, Capital may correct the contract numbers, and not the amounts financed under this Agreement, relative to the software and services in Annex I by written notice to the Customer. The captions in this Agreement are for convenience only and shall not define or limit any of the terms hereof.

9. **Signatures.** The parties hereby agree that this Agreement may be signed in counterparts. Upon signing this Agreement and returning to Capital, due to the commercial nature of this promissory note, Capital shall maintain the sole original version of this Agreement and the Customer shall receive a photocopy of this Agreement.

CUSTOMER

CISCO SYSTEMS CAPITAL (INDIA) PRIVATE LTD.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ANNEX I
to
Loan Agreement

Software/Services Information

Amount Financed

Tax to be paid by Customer