



CISCO LEARNING CREDIT ADDENDUM TO THE AGREEMENT

This Addendum to the Cisco Learning Partner and Cisco Learning Solutions Partner Agreements (this "**Addendum**") is entered as of _____ (the "**Addendum Effective Date**") by and between Cisco Systems, Inc., a California Corporation, with offices at 170 West Tasman Drive, San Jose, CA 95134-1706 ("**Cisco**") and _____ with offices at _____ ("**Partner**").

A. WHEREAS, Cisco and Partner have previously entered into or are concurrently entering into a Cisco Learning Partner Agreement or Cisco Learning Solutions Partner Agreement dated _____ (the "**Agreement**").

B. WHEREAS, Cisco and Partner wish to expand their relationship whereby Partner will be permitted to participate in the Cisco Learning Credit Program.

NOW, THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS.

- 1.1 "**Cisco Learning Credit**" means a credit issued by Cisco in a particular amount that can be applied toward the purchase of Cisco Training Courses. This credit is used as payment for Training Courses delivered by Partner.
- 1.2 "**Cisco Learning Credit Program**" means, for the purpose of this Addendum, a program whereby Cisco Learning Credits are purchased and used towards the cost of Training Courses available from, but not limited to, Cisco Learning Partners and Cisco Learning Solutions Partners.
- 1.3 "**Learning Credit Management Tool**" is the application Partner will utilize to deduct Cisco Learning Credits from customer accounts.
- 1.4 "**Learning Credit Coordinator**" is the Cisco employee responsible for creating customer accounts and assisting Partner with issues that arise related to the use of the Learning Credit Management Tool.

2. RELATIONSHIP TO AGREEMENT.

This Addendum shall be a part of and incorporated fully into the Agreement. In the event of any conflict between the provisions of this Addendum and the Agreement, the provisions of this Addendum shall take precedence with respect to any issue involving the purchase or redemption of Cisco Learning Credits. Except as expressly agreed in writing by the parties, this Addendum shall terminate immediately upon termination of the Agreement. All capitalized terms used herein, but not defined, shall have the respective meanings assigned to such terms in the Agreement.

3. PARTNER OBLIGATIONS.

- 3.1 **Exhibit B, Section 1,A.** is amended by adding the following sections:
 - (x.) With regard to Cisco Learning Credits, Partner agrees:
 - a. Partner shall accept Cisco Learning Credits as a payment method equivalent to other payment methods accepted by Partner in payment for Training Courses, such as credit cards.
 - b. For customers paying with Cisco Learning Credits, Partner shall use the Cisco Learning Credit Management Tool to verify the Cisco sales order

number(s), sufficient number of credits available and deduct credits from customer accounts prior to accepting customer registrations. Instructions on functionality of the Cisco Learning Credit Management Tool are available in the Cisco Learning Credit Guidelines for CLP/CLSP. Please review the instructions at:

http://www.cisco.com/partner/training/tponly/learning_credit/learning_credit_clp_guidelines.pdf

- c. Partner will enter Cisco Learning Credits in full or partial payment for a Training Course. If the customer's credit balance is insufficient to cover the cost of the training, the Partner may request a second payment method to pay the remaining amount.
- d. The Cisco Learning Credit Management Tool will automatically subtract the appropriate number of Cisco Learning Credits from the customer's account.
- e. The customer will receive an automatic electronic notification of the transaction.
- f. Partner will convert the credit deduction into US\$ payment from Cisco by creating an invoice upon commencement of the class. Each Learning Credit equals \$100US. Partner shall adhere to all Cisco Learning Credit Program Guidelines. Guidelines are available for review at:
<http://www.cisco.com/partner/training/tponly/guidelines.html>
- g. Partner accepts that reimbursement for Cisco Learning Credit acceptance is dependent upon compliance with the Cisco Learning Credit Program Guidelines and the defined reimbursement process.

4. TERM AND TERMINATION.

- 4.1 The term of this Addendum shall extend from the Addendum Effective Date until July 31, 2004, subject to those termination rights set forth in the Agreement and in this Section 4.
- 4.2 Either party may terminate this Agreement for convenience, for any reason or for no reason, upon sixty (60) days prior written notice to the other party.

5. CISCO OBLIGATIONS.

- 5.1 Cisco agrees to reimburse participating partners ninety percent (90%) of the customer price for courses paid for with Cisco Learning Credits. The remaining ten percent (10%) is an administrative fee that will be retained by Cisco.
- 5.2 Cisco agrees to pay Partner according to standard invoicing procedures, if Partner has adhered to the Cisco Learning Credit Program Guidelines and submitted complete information on the invoice to Cisco.

IN WITNESS WHEREOF, the parties have entered into this Addendum as of the date first above written. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Addendum.

_____ (**“Partner”**)

CISCO SYSTEMS, INC. (“Cisco”)

Signature

Signature

Print Name

Print Name

Print Title

Print Title

Company Name

Contract No. (assigned by Cisco)