

Cisco FY11 Unified Communications Promotion – Emerging Markets*

***Emerging Markets** – As used herein, Emerging Markets shall refer to those countries generally recognized by Cisco as being part of the Emerging Markets region, with the exception of Bulgaria, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Romania, Slovakia and Slovenia.

The Cisco FY11 Unified Communications (“UC”) Promotion is an incentive for Cisco-certified Gold, Silver, Premier and Select resellers (“Partners”) to generate business in competitively-held accounts through competitive displacement product and technical service discounts, Cisco Unified Workspace Licensing (“CUWL”) adoption related discounts, and flexible purchase or lease financing. This Promotion allows the Partner to increase profitability when driving incremental business in competitively held PBX accounts. This promotion can be used in concert with Cisco’s “3 and 3 Upgrade Offer” Program with the exception of the attendant console contained within that offer, and Cisco’s Value Incentive Program (“VIP”), subject to the rules of those Programs and as authorized by Cisco. This promotion cannot be used in concert with the Cisco Technology Migration Program (“CTMP”), Opportunity Incentive Program (“OIP”), Solution Incentive Program (“SIP”) or any opportunities with an approved MDM (My Deal Manager) number.

For the specific terms and conditions for the above-referenced programs or promotions, other than this UC Promotion, please see:

- Cisco 3 and 3 Upgrade Offer Program - <http://www.cisco.com/web/partners/sell/technology/ipc/3and3.html>
- Cisco Capital - <http://www.cisco.com/go/ciscocapital>

UC Product and Technical Service Promotion – Participation Criteria and Duration of Promotion:

1. This FY11 UC Promotion is for Resale transactions only.
2. All Cisco Certified Partners (Gold, Silver, Premier and Select) are eligible for this Promotion. Proper Cisco Specializations and Authorizations are needed for access to restricted products in accordance with these existing certifications.
3. To be eligible for the benefits of this Promotion, all opportunities must be fully submitted and approved by Cisco between August 9, 2010 and July 30, 2011.
4. Cisco-approved registrations for the Promotion are valid for six (6) months from the Promotion opportunity approval date.

UC Promotion - Opportunity Eligibility Criteria:

In order to take advantage of the benefits of this Promotion, eligible opportunities must meet the requirements set forth below.

1. **New Competitive Takeout Opportunities** – these are defined as opportunities that are incremental, net-new business to Cisco in which an eligible competitor's PBX equipment is being replaced with Cisco IPT equipment. Incremental, net-new business to Cisco means the opportunity has not been driven by Cisco and is not in the Cisco sales forecast, except for opportunities that are in a bidding process (i.e., the subject of a Request for Proposal ("RFP"), Request for Information ("RFI"), Request for Quote ("RFQ"), or other similar document). The competitor whose equipment is being replaced must be on the Eligible Competitor List. See below for the Eligible Competitors List, by region.

Or

Cisco Unified Communications Manager ("CUCM") Opportunities - Cisco End-Users on CUCM 3.x/4.x/5.x/6.x who commit to upgrade to the then- current release of CUCM (i.e. 7.x/8.x).

2. In order to qualify for the promotional displacement accelerator discount, fifty percent (50%) or more of the competitively held End-User PBX base must be replaced with Cisco IPT equipment
3. The Cisco Unified Workspace Licensing ("CUWL") adoption-related accelerator discount is only available when CUWL licenses represent 50% or greater of total End-User licenses in the applicable Bill Of Materials ("BOM").
4. At least fifty percent (50%) of the applicable Bill of Materials must be Cisco Voice Technology ("VTG") Products.
5. The Unified Communications Product discounts available under this Promotion are only applicable to purchases of those Cisco Voice Technology Group ("VTG") Products, and select Service Routing Technology Group ("SRTG"), Collaboration Software Group ("CSG"), and Network Management Technology Group ("NMTG") products listed at:

http://www.cisco.com/web/partners/sell/technology/collaboration/collaboration_breakaway.html.

The Products identified at the aforementioned URL may be updated from time to time by Cisco without notice. Products not identified at the aforementioned URL, but that are part of the overall solution for the opportunity, are eligible for an additional incentive. Such additional incentive is available for opportunities booked between November 1, 2010 and December 24, 2010.

6. Product and Services intended for an opportunity other than a qualified opportunity under this UC Promotion, will not receive the benefit of this UC Promotion and should not be included in the Bill of Materials.

Promotion Terms and Conditions:

1. To be eligible for the Promotion benefit, these accounts must currently not be forecasting any business opportunities identified by another reseller or Cisco Account Manager in Cisco's internal Sales forecast. This will be validated by a Senior Sales Manager or Director for this customer segment. In the event that multiple resellers register the same opportunity via different Cisco programs or promotions to receive additional discounting or special pricing, then Cisco will grant the applicable benefit to the reseller whose opportunity was approved first in time among all approved registrations.
2. For opportunities involving the Displacement of competitive equipment, Partner must specify in the Partner Questionnaire in Cisco Commerce Workspace ("CCW") the competitive PBX equipment being displaced. "Displacement" is defined as eligible competitive PBX equipment, installed in an End-User's network, being removed and replaced with Cisco IPT equipment ("Displaced" shall have the corollary meaning). If it is determined that an opportunity is registered under this Promotion as a competitive Displacement, but in fact no qualified Displacement occurred, Cisco reserves the right to invoice Partner, and Partner agrees to pay, for the total amount of the Displacement discounts given under this Promotion for such opportunity.
3. Partner must provide the applicable serial numbers of the Displaced gear.
4. For opportunities involving the replacement of Cisco CUCM in a partner network, Partner must demonstrate proof of older versions of CUCM in the opportunity by uploading a screenshot of the CUCM version into the CCW tool.
5. Opportunities in bid (i.e. RFP, RFI, RFQ or other similar document) will not be excluded from this Promotion, provided other Promotion criteria and terms are met, as set forth herein.
6. Any "Accelerate to Collaborate" opportunities (except for the Latin American version of this Cisco promotion) that have not booked can re-register for this promotion in the first quarter of Cisco's Fiscal Year 2011. In no event shall a Deal ID associated with an opportunity be eligible for benefits under both this Promotion and the Cisco Accelerate to Collaborate promotion.

7. Partner's participation in this Promotion shall be subject to the terms and conditions of the Partner's Resale Agreement with Cisco or a Cisco affiliate. The Resale Agreement is the Cisco Indirect Channel Partner Agreement (ICPA), the Cisco Systems Integrator Agreement (SIA), or other similar Agreement between Cisco and Partner that authorizes the resale of Cisco Products and Services by Partner. The terms of the Resale Agreement are incorporated herein by reference. If a capitalized term is not defined in these UC Promotion terms and conditions, it shall have the meaning assigned to it in the Resale Agreement. In the event of a conflict between the Resale Agreement and these UC Promotion terms and conditions, the terms and conditions of this UC Promotion document will control as it relates to the subject matter herein. By taking advantage of the benefits offered under this Promotion, Partner hereby agrees to the Promotion requirements, terms and conditions contained herein.
8. Orders must be submitted within 180 days after promotion registration.

Eligible Competitors List*:

The following competitors are considered "Eligible Competitors" for the purposes of this Promotion, in the regions listed below:

- South Africa and Emerging West: Avaya, Siemens
- Emerging East and Emerging Central: Avaya, Alcatel

*Notwithstanding the foregoing, the terms of this Emerging Markets Promotion document shall not apply to Bulgaria, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Romania, Slovakia and Slovenia.

Cisco Product Discounts:

For eligible opportunities, Cisco will make Promotional incremental discounting available to the Partner, in addition to Partner's standard contractual discount (for purchases to be made directly from Cisco), or to the identified Cisco-authorized distributor (for purchases to be made through a Cisco-authorized distributor). In no event can Cisco determine the final pricing or discount to be made available by a distributor or reseller to Partner.

Cisco Technical Service Discounts:

1. A promotional discount is available for 1, 2 and 3-year Cisco Technical Service contracts associated with promotion-eligible Product SKUs. If the Product is eligible for the promotion discounts referenced herein, the related Technical Service can be discounted.

2. The following Cisco Technical Services are eligible for the promotional Services discount: Cisco Branded Resale, Shared Support Services, Collaborative Technical Services, and Partner Essential offerings.
3. Discounts will vary across regions, Service programs, and specific Cisco Technical Services SKUs. Non eligible Service SKUs are at partner's contracted discount. Service renewals are not eligible for the promotion.
4. For eligible Cisco Technical Service purchases, Cisco will make the promotional Service discounting available to the Partner, in lieu of Partner's standard contractual discount (for purchases to be made directly from Cisco), or to the identified Cisco-authorized distributor (for purchases to be made through a Cisco-authorized distributor). In no event can Cisco determine the final pricing or discount to be made available by a distributor or reseller to Partner.

Additional FY11 UC Promotion Terms and Conditions:

1. Partner must be actively positioning the Cisco solution as the primary and preferred solution for the opportunity.
2. Partner must be actively engaged and pursuing the opportunity with the End-User. Cisco reserves the right to cancel any opportunity should it be determined, in Cisco's reasonable opinion, that the Partner is not actively engaged and pursuing the opportunity after a period of three (3) months from the opportunity approval date
3. Any Cisco Capital program or promotional offer is subject to termination by Cisco Capital at any time and certain restrictions apply. Cisco Capital programs and promotions are only available where Cisco Capital operates or has partners. All transactions are subject to credit approval. A Purchase Order must be received by offer termination date. Minimum deal sizes may vary. Please contact your local Cisco Capital representative for information and all applicable terms and conditions.
4. **Cisco reserves the right to cancel, or change any aspect of, this Promotion at any time without notice.**
5. **Cisco reserves the right to terminate any pending registered opportunity, reject any qualified registered opportunity, revoke any approved registered opportunity, and disqualify a Partner from future participation in this Promotion if the Partner violates any of the provisions of the terms and conditions of this Promotion.**

6. By accepting the special pricing provided under this Promotion, Partner acknowledges that the pricing is ONLY provided for the specific registered and approved opportunity with the specific End-User listed in the registration. Registrations are only valid on an opportunity by opportunity basis, and do not apply to the entire End-User account. Discounts are awarded on the basis of a single order placed against a specific opportunity within the promotion timeframe. Discounts may not be used for Partner's internal use or for resale to other Cisco-authorized resellers.
7. If Cisco determines that Partner used this special pricing for resale to any other End-User or for another opportunity, Cisco may, in addition to all of its other rights and remedies, all of which are reserved, (a) invoice Partner for the difference between such additional discount and Partner's then-current standard Resale discount; (b) audit Partner's purchases pursuant to the Audit provision in the Partner's Resale Agreement, and invoice Partner for all reasonable costs incurred by Cisco in its performance of the audit; (c) suspend Partner's access to price deviations and other Cisco sales and marketing programs; (d) suspend shipments to Partner; and/or (e) terminate Partner's Resale Agreement pursuant to the termination rights set forth therein.