



Cisco Rewards Program



Contract Terms and Conditions Emerging Markets Theatre – Latin America

Cisco Systems, Inc., a California corporation, having its principal place of business at 170 West Tasman Drive, San Jose, California, 95134, United States of America is sponsoring the “Cisco Rewards Program” (hereafter referred to as the “Program”).

The Program is a sales incentive which tracks Individual Participants’ performance. Performance is measured on the invoiced sale of Eligible Products that appear in Point-of-Sale (POS) reports submitted by Cisco Authorized Distributors to Cisco.

Cisco has the right to change, limit, modify or cancel the program terms and conditions, points, eligible sales/products, and rewards at anytime, with or without notice, even though such changes may affect the value of points already accumulated, the ability to use accumulated points, or the ability to obtain certain rewards. Participation in the Program is subject to these terms and conditions, and the terms and conditions, rules, policies and procedures (hereafter referred to as the “Program Terms”) that Cisco may, in its discretion, adopt from time to time. Cisco may amend the Program Terms at anytime without notice. Cisco has the sole discretion to interpret and apply the Program Terms. By taking part in the Program, Participating Company (hereafter referred to as Participant) represents that it understands and agrees to be bound by the Program Terms, as may be modified from time to time, and the decisions of Cisco which are final and binding.

ELIGIBILITY

The Cisco Rewards Program is only open and offered to Account Managers (an “AM”) and Sales Engineers (an “SE”) (hereinafter “Individual Participants”) employed full-time by a Cisco authorized indirect Value Added Resellers (“VARs”) which have a current and valid Cisco Registered Authorization and/or Cisco Select Certification (hereinafter “Participating Company”) that is located in one of the eligible countries (listed below). The Program is not open to part-time employees, agency personnel or contractors of any Participating Company.

Points will not be awarded for sales made to indirect or direct Premier, Silver or Gold Certified Partners. If a Participant acquires a higher level of certification, such as Premier, Silver or Gold or enters into a direct resale agreement (usually called a “Systems Integrator Agreement”) with Cisco during

its membership in the Program, all Participants (Company and Individual) membership will immediately cease and Individual Participants will have fourteen (14) calendar days to redeem any then-outstanding points, after which time all remaining points shall expire (without any liability on Cisco, to the affected Participating Company and/or to the Individual).

For the purposes of this Program, an indirect VAR is defined as a company that: (i) is an indirect reseller with a valid Cisco Site ID, located in one of the eligible countries that purchases Cisco products and/or services from an Emerging Markets Cisco Authorized Distributor, and (ii) does not have a direct purchasing contract with Cisco (“eligible Partners”). All others are ineligible and will be disqualified. Individual Participants must be current full-time employees of an eligible Partner and participate in the program with its permission. Cisco direct marketing resellers, direct value added resellers and/or systems integrators, internet/service providers (“I/SPs”), Cisco Global Alliance Partners, any reseller that prohibit employee participation, prize suppliers, those entities involved in the preparation of materials or content for the Program, and their respective affiliates, parents, subsidiaries, and the employees, officers, directors, shareholders, representatives, agents and contractors of each, and individuals living in the same household of those individuals, whether related or not, are not eligible to participate.

Individual Participants will only be able to redeem prizes from the Program after each Participating Company’s designated authorized representative has accepted these Program Terms and has agreed to act as an administrator (hereafter referred to as “Company Administrator”) for the Program. The Company Administrator may be a person holding one of the following positions within the eligible Partner: Owner, General Manager, Sales and Marketing Manager, Operations Manager and/or equivalent.

Cisco.com access (username and password) is required for every individual registering for the Program; this access can be obtained online at the [Cisco Partner Self Service Tool](#).

Eligible Partners’ appointed Company Administrator must have a valid Cisco.com username and password to be able to register for the Program.

Acceptance by a Participating Company of these Program Terms shall create a binding agreement between Cisco and such Participating Company. All Program Terms are with the Participating Company with whom Individual Participants are employed.

Each Individual Participant must be a legal resident of the eligible country (see list below) throughout the term of the Program. If an Individual Participant moves address (but still remains in the participating countries), the Individual Participant is required to notify their Company Administrator and Partner Rewards Program Customer Care team of the corrected address by sending an e-mail to them.

Company Administrators undertake, represent and warrant that their Individual Participants joining Cisco Rewards Program are full time employees of the Participating Company and will at no time during the term of the Program become employees of Cisco or any of its agents or contractors. Such Company Administrator and the Participating Company shall indemnify, and keep indemnified, Cisco, its sub-contractors and other members of the group of companies to which Cisco belongs (together, "Indemnified Party"), against any and all claims, liability, cost, loss and/or damage incurred by the Indemnified Party by reason of (i) an Individual Participant claiming to be employed by the Indemnified Party (ii) the employment by the Indemnified Party of an Individual Participant and (iii) the termination of employment by the Indemnified Party of an Individual Participant.

Individual Participants must remain employed at their Participating Company to retain membership in the Program.

If Individual Participants leave their Participating Company, they will have fourteen (14) calendar days to redeem any then-outstanding points, after which time all remaining points shall expire (without liability to the affected Individual Participant) and their membership will cease.

If the Participating Company is removed from the Program, Individual Participants will have thirty (30) calendar days to redeem any then-outstanding points, after which time all remaining points shall expire (without liability to the affected Participating Company or Individual Participant) and their membership shall cease.

The Program platform will include a voluntary "Remove me from the Program" function. Individual Participants will then have fourteen (14) calendar days to redeem any then—outstanding points, after which time all remaining points shall expire (without any liability to the affected Participant: whether it is the company or the individual participant) and their membership shall cease.

Company Administrators will have the ability to cancel their company's participation—and hence, their employees' (Individual Participants) participation—in the Program at any time through "Remove me from the program" function or by contacting the Cisco Rewards Program Customer Care team via opening a case at the Program website at www.ciscorewards.com. All Individual Participants will have fourteen (14) calendar days to redeem their outstanding points, after which time all remaining points will expire (without liability to Cisco or the affected Individual Participant) and their membership will cease.

By participating in the Program, Individual Participants warrant that they are not prohibited from participating under the laws of the country in which they normally reside and work or operate as well as the laws of the country in which the Participating Company is incorporated and operates.

Cisco reserves the right to disqualify any Participating Company or Individual Participant and cancel (without any liability to the affected Participant – Individual and Company) all associated points if Cisco determines, at its sole discretion, that the Participating Company or Individual Participant participation in the Program, receipt of a reward, or the Program itself violates English law or the laws of the country in which that participant (Company or Individual) normally resides and work or operate as well as the laws of the country in which the Participating Company is incorporated and operates.

Cisco reserves the right to disqualify any Participating Company or Individual Participant and cancel (without any liability to the affected Participant – Individual and Company) all associated points if Cisco determines at its sole discretion that the Participating Company or Individual Participant's participation in the Program, or receipt of a reward, is in violation of the Program Terms, or if the participant (individual and company) is ruled to be ineligible.

Likewise, Cisco reserves the right (a) to disqualify and cancel (without any liability to the affected Participant – Individual and Company) all associated points of any Participating Company or Individual Participant Cisco suspects of fraud or other unlawful conduct in claiming points or (b) to disqualify and cancel (without liability to the affected participant) all associated points of any participant who Cisco believes has purchased products in violation of Cisco's Indirect Channel Partner Agreement (ICPA) in <http://www.cisco.com/web/partners/pr11/pr193/requirement.html>. At a minimum, that participant's account will be frozen during the review period and no activity will be allowed to transact against it.

Cisco reserves the right to discontinue the Program at any time. Should this occur, the Participating Company or Individual Participants shall then have fourteen (14) calendar days to redeem any then-existing outstanding points, after which time all remaining points shall expire (without any liability on Cisco or the affected participant – individual and company) and their membership shall cease.

PARTICIPATION

To participate, the Participant must order and be invoiced for eligible products and resell such products or services to end users located in the eligible countries within the following 'PROGRAM PERIODS':

Q2 – 26 October 2009 – 23 January 2010

Q3 – 25 January 2010 – 1 May 2010

Q4 – 3 May 2010 – 31 July 2010

To be eligible for any redemption within the Program each participating Company must sell a minimum of USD1,000 within the PROGRAM PERIOD.

Individual Participants agree to be contacted via phone, e-mail, or standard mail at any time during this Program.

Points can only be allocated for invoiced sales of Eligible Products to indirect Registered and/or Select Partners. The determination of a qualified indirect Registered and/or Select Partner is at the sole discretion of Cisco and listed within the Program POS reports as an indirect Registered and/or Select Partner (2T Reseller).

Individual Participants must submit claims for sales of eligible products based on Point-of-Sale (POS) reports submitted by Emerging Markets Cisco Authorized Distributors. Distributor POS reports must contain complete and accurate information, required for the Program, of End-User, Reseller, and Product/ Services information as per Cisco's POS reporting template and guidelines.

Cisco has the right to offer bonus points at its sole discretion throughout the program.

Returns will be checked by the Cisco Rewards Program Customer Care team and any points given in consideration of the purchase of a returned Product will be deducted from the Individual Participant. This could take the Individual Participant's account to a negative balance.

The Company Administrator, Account Manager and Sales Engineer cannot be the same person.

A Company Administrator is not eligible to claim neither sales nor points.

An Account Manager may claim points for the same sale as a Sales Engineer but the same person may not claim points as both an Account Manager and a Sales Engineer.

Should an Account Manager and a Sales Engineer be the same person, they will not be able to register to fulfill each role nor combine account. Rather, each point accrual will be treated as a distinct account ("Individual Participant") and points will only be able to be claimed and redeemed in their appropriate catalogue of redeemable awards.

Cisco will prohibit participation by employees whose companies have prohibited their employees from participating in Programs such as this one:

Bundled Solution Sales Definition

Bundled Solutions are a specific, predetermined set of Product IDs as reflected on the Eligible Bundled Solution Products Point Matrix that define each of these bundles.

Bundled Solution Sales Parameters

Bundled Solution sales are only considered as such when the sale of all of the solution components occurs in one sale transaction, on one invoice, and to a single End User.

Individual sales (i.e., made at various times and/or to multiple End Users) cannot be combined to form one Bundled Solution sale.

Bundled Solution sales are awarded only the points for the bundled solution (as reflected on the Eligible Bundled Solution Products Points Matrix) and not the individual point values of its component parts.

ELIGIBLE PRODUCTS

Only those Cisco products listed on www.ciscorewards.com (as may be amended from time to time) and purchased for resale to end-users by the Individual Participant from a Cisco Authorized Distributor of Emerging Markets are eligible to earn points under this Program ("Eligible Products"), subject to compliance with these Program Terms. Cisco reserves the right to add or subtract Eligible Products from time to time and without notice. Should a new Eligible Product be added to the Points Matrix, Individual Participants will not be able to change or resubmit a claim that has already been submitted. However, Individual Participants are permitted to submit a new claim for such new Eligible Product, provided the Eligible Sale is made and claim submitted within the Program Period. Points to be awarded are based on the current list of Eligible Products only at the time the claim is submitted. Should a product or service be removed from the Eligible Products Points Matrix, any points previously awarded in consideration of the Eligible Products will remain with the Individual Participant.

Eligible Products invoiced or returned before or after the PROGRAM PERIOD are not eligible for the Program.

Not-for-Resale ("NFR"), refurbished, or used Cisco Products are not Eligible Products.

CLAIM(S)

Points will only be allocated and available for Eligible Products listed at www.ciscorewards.com

All claims are subject to verification by the Company Administrator and Cisco of the validity of said claims, but the final decision shall be made by Cisco and shall be binding and conclusive.

All claims will be entered online unless part of a dispute or exception process.

Following valid registration for the Program, the Individual Participant must submit claims by following the online claims process at www.ciscorewards.com. This will require that Individual Participants enter the Distributor Invoice Number and end-user customer name of the qualified sale.

Invoice numbers are not to be used again once claimed for Cisco Products by an Account Manager and Sales Engineer.

No Individual Participant of the same sales role (AM or SE) may use the same invoice number from the same distributor to submit more than one claim in the Program.

Only distributor invoices containing eligible Products are eligible under this Program.

Submitted claims by Individual Participants will be calculated by Cisco and its authorized representatives based on the Eligible Products Points Matrix available at the Program website.

If a claim dispute arises between one or more individual participant of the same sales role from the same Participating Company, the Company Administrator will allocate the points to the appropriate Individual Participant. The Company Administrator's decision on points allocation will be final and binding.

For Individual Participants, the Program is operated by Cisco as agent for and on behalf of the Participating Company and the Individual Participants they employ. Acceptance by a Company Administrator of the Program terms shall create a contract between that Participating Company employing the Individual Participant and that Individual Recipient and incorporating these terms. For Individual Participants, the award and redemption of points and the payment or appropriation of rewards by the Company, the performance measured by Cisco and all other acts and omissions concerning implementation of the Program shall be deemed acts and omissions of the Participating Company employing the Individual Participant.

A claim must be submitted online within fourteen (14) calendar days of the 'Distributor Invoice Date', identified on the Cisco Authorized Distributors' validated POS report. Claims submitted after this fourteen (14) day window will be denied.

Individual Participants can only submit claims for sales invoiced by the Cisco Authorized Distributor post their registration acceptance date into the Program.

The Maximum Reward to be earned per Individual Participant is equivalent to USD2,000.00 (within Cisco Fiscal Year 2010, which runs from 26 July 2009 to 31 July 2010.)

In the event that Cisco (or its authorized representative) attempts to contact an Individual Participant to clarify information on the claim, notice will be sent by email or telephone (in Cisco's sole discretion) using the contact information provided by the Individual Participant at registration. If the Individual Participant to whom notice is sent fails to respond within fourteen (14) calendar days of the date of notice, Individual Participant's claim will be disqualified and the points associated with that claim will not be earned or awarded. All notices sent are deemed received. Cisco is not responsible for lost, late, undelivered, incomplete damaged, destroyed or postage due communications.

In the event a claim is denied, Individual Participants have fourteen (14) calendar days to appeal the denial. Appeals shall be registered on the program site under "Claim Dispute." Appeals made after fourteen (14) calendar days of the denial date will not be considered.

Neither Cisco nor the Participating Company will be responsible for lost, late, incomplete, invalid, illegible, fraudulent, or misdirected submissions or claim documentation or information; for failed, partial, or garbled computer transmissions; or for technical failures of any kind, including but not limited to electronic malfunctioning of any network, hardware, software, electronic, or human error that may occur in the transmission of any information related to this Program or in the processing of claims.

ACCELERATED POINTS

From time to time there may be promotional offers for the Program, which provide Individual Participants an opportunity for a limited time to earn additional points as defined by the terms of the offer; such terms will be in addition to these Program Terms.

EARNING RESTRICTIONS

Points earned are not transferable, have no cash value and cannot be used as payment for or setoff against obligations to Cisco or its Authorized Distributors. Retroactive points will not be awarded. If there is any abuse of the Program, noncompliance, failure to follow Program Terms or any misrepresentation by an Individual Participant, all unredeemed points shall be forfeited and no additional points shall be accumulated, and Individual Participant may be disqualified from the Program. Any fraud or abuse related to the accrual or redemption of points will result in forfeiture of accrued points as well as disqualification from the Program. Points forfeited for any reason will not be reinstated to an Individual Participant's account.

REDEMPTION

Only Individual Participants will earn awards under this campaign.

To redeem any prizes the Individual Participant must first complete the registration process in full. Individual Participants can only redeem prizes post their Company Administrator's registration acceptance date into the Program.

Individual Participants must review and accept the Terms and Conditions.

Verified points will be transferred to Individual Participant by Cisco and its authorized representatives for this program and the Company Administrator during claim disputes, once an audit has been completed and the invoices have been checked for returned Cisco Product.

Cisco shall have no liability to compensate an Individual Participant in respect of points it chooses not to redeem or which are expired in accordance with these terms.

Most claims will be verified within twenty-one (21) calendar days. In exceptional circumstances, to be determined by Cisco in its sole discretion, the verification process may extend beyond this time limit and Cisco shall assume no liability whatsoever in connection therewith.

No points will be approved until eight (8) calendar days after the date of the Distributor POS Transaction Date (date of when the Distributor submitted POS report to Cisco). Returns will be checked by Cisco and its authorized representatives and any points given in consideration of the purchase of a returned Product will be deducted from the eligible points.

A claim will expire (without any liability to the affected Individual Participant) if no matching invoice has been found in the Cisco POS report after 30 calendar days from the date the claim was entered by the Individual Participant. Individual Participants can open a case on the Program website within fourteen (14) calendar days to appeal the expiry. Expired claims cannot be resubmitted.

Individual Participants may redeem their verified and awarded points for prizes currently featured on the Cisco Rewards Program Website at the time of redemption.

Reward lead times vary and are noted on the Program Website.

Reward shipments can only be made to one of the participating countries listed in Appendix I of this document.

Cisco may add and/or delete prizes on the Program Website at any time during the program period.

Cisco as well as its officers, directors, shareholders, employees, agents, and attorneys will be held harmless from any problems including but not limited to personal injury or property damage that may occur during the course of or in connection with the reward trips. To the fullest extent permitted by law (and subject to the Limitation of Liability clause set forth herein), Participants agree, as a condition precedent of participating in the program, to waive any claims they may have against Cisco, and to indemnify and hold Cisco harmless against and from any claims, disputes, suits, causes of action, demands, liabilities, costs, damages, expenses (including but not limited to reasonable attorney's fees) incurred by Individual Participants and/or their relatives or any persons to whom they might have transferred their trip entitlement or reward as a result of or in connection with such trips including but not limited to loss of luggage or other personal belongings, death or personal injury. Participants agree to assume all risk incidents in connection with the reward trips.

Individual Participants will have a maximum total redemption value of USD2,000.00 for the Fiscal Year they are eligible to claim.

At the end of each PROGRAM PERIOD, Individual Participants will be given fourteen (14) days to submit claims. Any points remaining from the previous PROGRAM PERIOD, will be expired upon the close of each PROGRAM PERIOD.

REWARD RESTRICTIONS

Redeemed rewards are not refundable, replaceable, or transferable for cash, credit or other rewards under any circumstances.

Neither an employer nor any other third party may claim rewards on behalf of the Individual Participant.

Redeemed rewards in the Program may not be re-sold, bartered, or exchanged for other goods or services. All rewards are subject to availability. Cisco reserves the right to substitute rewards of equal or greater value at its discretion.

Rewards are valid at participating merchants only, through the expiration date, if any, as permitted by law. Reward items in the Program are subject to change.

Rewards have no cash value and may not be redeemed for cash or its equivalent, and any unused portion will not be reimbursed in cash.

Use of any reward is subject to any additional restrictions of the reward manufacturer or service provider.

Cisco is not responsible for and expressly disclaims any and all liability relating to the quality and performance of any goods or services offered as a reward in the Program as well as to any damages that might arise from the use of any such goods or services.

In some occasions depending on the type of reward, please allow 6-8 weeks for delivery of the item/s. In certain circumstances and/or country, the delivery time may be longer. Individual Participants are solely responsible for any and all tax consequences and liability relating to any rewards redeemed.

All redemptions are final. Point credits will not be issued for cancelled, exchanged or returned rewards.

TRAVEL AND EXPERIENTIAL REWARDS

All Terms and Conditions for travel and experiential rewards will be provided in your travel documents package, which will be sent via e-mail and/or courier after redemption. Any questions Individual Participants may have prior to redemption can be answered by the Cisco Rewards Program Customer Care Team by opening a case at the Program website at www.ciscorewards.com or sending an email to ciscorewards@external.cisco.com

Cisco shall under no circumstances be liable neither to the Participating Individual nor to the Participating Company in connection with any travels and experiential rewards that might be earned under this campaign. Travelocity will be the only party towards whom the Participating Company or the Participating Individual might direct any claim directly or indirectly linked to the travels earned.

REWARD TRANSITIONS/SUBSTITUTIONS/ ADDRESS CORRECTIONS

To update or change the Participating Company's or Individual Participant's address information as listed with Cisco, please visit the Cisco Partner Self-Service tool at <http://tools.cisco.com/WWChannels/GETLOG/login.do>

IMPORTANT NOTICE

All Individual Participants are responsible for compliance with any and all laws, rules, regulations, employment, contractual limitations, and employer's policies regarding Individual Participant's eligibility to participate and/or receive reward(s) in this Program. If an individual is participating in violation of their employer's policies, that individual and its employer may be disqualified from this program and/or from receiving rewards. Cisco disclaims any and all liability or responsibility for disputes in law, or arising between an individual and their employer related to this matter.

TAXES

Point redemptions may be considered taxable benefits depending on the domestic legislation in the respective countries where the program is rolled out and where Individual Participant receives the award.

Cisco shall not be responsible under any circumstances for any tax or other liabilities arising from the taxability to the individual or the employer of these point redemptions or from the use of the awards. This responsibility shall be entirely of the Individual Participant and/or Participating Company.

In the event that income tax or other liabilities become due and payable, the Individual Participant shall be responsible to submit the appropriate tax returns and pay all applicable income taxes on these awards and redemption of all points or appropriation of all rewards, regardless of whether the Participating Company requires that the Individual Participant transfers ownership of the value of the redemption / award to the Participating Company.

Unless stated otherwise by Cisco, the award and redemption of all points and the payment or appropriation of all rewards shall be deemed to be inclusive of all taxes or excise duties and like impositions levied or leviable by applicable law in the respective countries.

Unless required by law, Cisco is not responsible and shall have no liability for the payment of any taxes, excise, duties or like impositions on any Individual Participants or Participating Companies. In the event that CISCOS is held liable by any tax authority for any taxes, excise, duties or like liability arising from the award program or any documentation of the award program or redemption of any points ("Charges"), the Participating Company and/or the Individual Participant agrees and undertakes to be responsible and jointly and severally indemnify Cisco against the payment of any and all Charges and agrees to provide any document related to the payment at the first demand of Cisco.

LIMITATION OF LIABILITY

- (a) Nothing in these terms shall affect the statutory rights of any Individual Participant provided they are acting as a consumer. The expressions "statutory rights" and "consumer" shall have the meaning ascribed under section 2 of the Consumer Transactions (Restrictions on Statements) Order 1976.
- (b) Nothing in these terms shall exclude or in any way limit Cisco's liability to an Individual Participant for (i) fraudulent misrepresentation, (ii) death or bodily injury caused by its gross negligence (including negligence as defined in s. 1 Unfair Contract Terms Act 1977), (iii) breach of terms regarding title implied by s. 12 Sale of Goods Act 1979 and/or s. 2 Supply of Goods and Services Act 1982, or (iv) any liability to the extent the same may not be excluded or limited as a matter of law.
- (c) Cisco shall not be liable to any Company Participant under or in connection with these terms, or any collateral contract, for any loss of income, loss of actual or anticipated profits, loss of business, loss of contracts, loss of goodwill or reputation, loss of business, loss of anticipated savings, loss of, damage to or corruption of data, or indirect, special or consequential loss or damage of any kind, in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties or they were advised of its possible occurrence and whether arising in or caused by breach of contract, tort (including negligence), breach of statutory duty or otherwise.
- (d) Cisco's maximum aggregate liability to a Company Participant under or in connection with these terms, or any collateral contract:
- (i) for claims arising in fraudulent misrepresentation (but only fraudulent misrepresentation as to fundamental matters) shall not exceed US\$50,000; and
 - (ii) for all other claims, howsoever arising, whether arising in or caused by breach of contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed US\$10,000.
- (e) Each Participating Company shall, in respect of the Individual Participants employed by them, indemnify, and keep indemnified, Cisco, its sub-contractors and other members of the group of companies to which Cisco belongs (together, "Indemnified Parties"), against any and all claims, liability, cost, loss and/or damage incurred by the Indemnified Parties arising out of or in connection with any and all claims made against Cisco by such Individual Participants, howsoever arising, whether arising in or caused by breach of contract, tort (including negligence), breach of statutory duty or otherwise.
- (f) These terms set forth the full extent of the parties' obligations and liabilities arising out of or in connection with these terms, or any collateral contract, and there are no conditions, warranties, representations or terms, express or implied, that are binding on the parties except as specifically stated or contemplated in these terms; any condition, warranty, representation or other term which might otherwise be implied into or incorporated in these terms or any collateral contract, whether by statute, common law or otherwise, is hereby expressly excluded.
- (g) If any provision of these terms is found to be illegal, invalid or unenforceable under any applicable law, such provision shall, insofar as it is severable from the remaining terms, be deemed omitted from these terms and shall in no way affect the legality, validity or enforceability of the remaining terms.

Cisco may at any time or times without notice to an Individual Participant cancel awarded points (without liability to the affected participant) or set off any liability under or relating to these terms and the Program (including any charge for taxation) of an Individual Participant to Cisco against any liability of Cisco to the Individual Participant (in either case howsoever arising whether in contract, tort (including negligence), breach of statutory duty or otherwise, and whether any such liability is present or future, liquidated or unliquidated). Any exercise by Cisco of its rights under this clause shall be without prejudice to any other rights or remedies available to Cisco.

COMPLIANCE WITH LAWS

The Participating Company and Individual Participants represent and warrant that they shall not take any action or permit or authorize any action which will render Cisco liable for a violation of any applicable country's bribery and other anti-corruption laws. No prizes distributed under this Program are to be used for any illegal purpose whatsoever, including, but not limited to, the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality thereof in

order to assist it or Cisco in obtaining or retaining business. In connection with this Program, all Participating Companies and Individual Participants agree to act at all times consistent with Cisco's Global Anti-corruption Policy, which is posted at http://www.cisco.com/legal/anti_corruption.html. Cisco strives to maintain the highest standards of business integrity and, accordingly, if Participating Companies and Individual Participants have any cause for concern regarding any business practices these should be reported to Cisco at ethics@cisco.com.

RELATIONSHIP

Individual Participant with Company Administrator role and the Participating Companies undertake, represent and warrant that their Individual Participants with Account Manager and Sales Engineer role joining Cisco Rewards Program are full time employees of the Participating Company. They will at no time during the term of the Program be deemed to become or to be employees of Cisco or any of its agents or contractors.

EXPORT

Cisco's products, software and technology or direct products thereof (hereafter referred to as Products and Technology), are subject to export controls under the laws and regulations of the United States (U.S.). Participants and Individual Participants shall comply with such laws and regulations governing export, re-export, transfer and use of any Cisco Systems Products and Technology and will obtain all required U.S. and local authorizations, permits, or licenses. Participants and Individual Participants agrees to provide the other information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses. Information regarding compliance with U.S. export, re-export, transfer and use laws may be located at the following URL:

<http://www.cisco.com/www/export/crypto/index.html>

Related obligations under this clause shall survive the expiration or termination of this Program

MISCELLANEOUS

- (a) Cisco cannot operate the Program without processing data supplied by and attributable to the Participants. Such data may include personal data (as defined in the UK Data Protection Act 1998) attributable to Participants, or attributable to the employees of Individual Participants and their contractors. Participants should anticipate that personal data supplied to Cisco will be exported to the U.S. for processing in connection with the Program. Processing of personal data will be required to register Participants, award points, redeem points, and will include all incidental processing necessary to operate the Program in accordance with these terms. Participants should anticipate that such processing shall be undertaken by Cisco, its sub-contractors and other members of the group of companies to which Cisco belongs. By accepting these terms each Participant consents to the processing of the information and personal data supplied to Cisco as outlined above. Individual Participants further warrant

that they have obtained the consent of their employees, and the employees of their agents and contractors to the processing (as outlined above) of personal data attributable to such employees.

- (b) These terms contain all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to accepting these terms except as expressly stated in these terms. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in accepting these terms (unless such untrue statement was made fraudulently or was as to a fundamental matter including as to a matter fundamental to the other party's ability to perform its obligations under these terms) and that party's only remedies shall be for breach of contract as provided in these terms.
- (c) Individual Participants grant Cisco and its agents and assignees full permission and authority to use, publish, and display their name, voice, and photograph or other likeness, as well as identifying information such as the name of Individual Participant's employer, for advertising or other related purposes in any media without additional compensation.
- (d) Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration, subject to these terms, under the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be the City of London, England. The language to be used in the arbitration shall be English.
- (e) Cisco reserves the right, at its sole discretion, to cancel or suspend the Program should viruses, bugs, unauthorized human intervention, or other causes beyond the control of Cisco, in the company's sole opinion, corrupt the administration, security, fairness, integrity, or proper operation of the Program. In the event of cancellation, Cisco may require Participants to redeem all transferred points within ninety (90) calendar days of cancellation or suspension.
- (f) These terms and the Program shall be governed by the laws of England.
- (g) Cisco reserves the right to cancel or modify this Program as determined by Cisco in its sole discretion. Any modification of these Terms and Conditions shall be communicated to the Participants by regular mail, e-mail, or by posting on the Website at. Void where prohibited. Please check these Terms and Conditions frequently, as Cisco may from time to time unilaterally amend the Terms and Conditions by posting revised language on the

Website. The most up-to-date version of these Terms and Conditions will always be available for your review on the Website. Amendments will become effective at the time they are posted on the Website. Your continued use of the Website after amendments are posted will constitute your acceptance of such amendments.

- (h) The submission of false, incomplete, or misleading claims in connection with the Program may constitute fraud.

Cisco is a registered trademark of Cisco Systems Inc. in the United States and other countries.

- (e) Cisco reserves the right, at its sole discretion, to cancel or suspend the Program should viruses, bugs, unauthorized human intervention, or other causes beyond the control of Cisco, in the company's sole opinion, corrupt the administration, security, fairness, integrity, or proper operation of the Program. In the event of cancellation, Cisco may require Participants to redeem all transferred points within ninety (90) calendar days of cancellation or suspension.
- (f) These terms and the Program shall be governed by the laws of England.
- (g) Cisco reserves the right to cancel or modify this Program as determined by Cisco in its sole discretion. Any modification of these Terms and Conditions shall be communicated to the Participants by regular mail, e-mail, or by posting on the Website at. Void where prohibited. Please check these Terms and Conditions frequently, as Cisco may from time to time unilaterally amend the Terms and Conditions by posting revised language on the Website. The most up-to-date version of these Terms and Conditions will always be available for your review on the Website. Amendments will become effective at the time they are posted on the Website. Your continued use of the Website after amendments are posted will constitute your acceptance of such amendments.
- (h) The submission of false, incomplete, or misleading claims in connection with the Program may constitute fraud.

Cisco is a registered trademark of Cisco Systems Inc. in the United States and other countries.

ASSUMPTION OF RISK, WAIVER OF LIABILITY and INDEMNITY AGREEMENT

ASSUMPTION OF RISK: I understand that participation in the following activity, Cisco Rewards Program (hereinafter, "The Activity") carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as eye injuries or loss of sight, joint or back injuries, heart attacks, and concussions; and 3) catastrophic injuries including paralysis and death. I further understand that the risks of The Activity may include use of roads, trails, hotels, vehicles, boats or other means of conveyance that are not operated nor maintained to customary and usual standards; accident or illness without access to

means of rapid evacuation or availability of medical supplies; the inadequacy of medical attention once provided; physical exertion for which I am not prepared; or negligence by those participating in The Activity or supplying any services in connection therewith. I fully understand, acknowledge and recognize that such risks and activity may be beyond the accepted safety and health standards of my life at home or work, yet they will contribute to my enjoyment and excitement and are a reason for my voluntary participation.

I have read and understand the previous paragraph. I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation in The Activity is voluntary and that I knowingly assume all such risks of injury, illness, death or other loss arising from or related to my participation in The Activity. I further understand that my participation in The Activity is subject to the sole discretion of Cisco Systems, Inc. which is sponsoring The Activity.

RELEASE OF LIABILITY: Consistent with the above assumption of risk and to the fullest extent allowable by law and in consideration for being permitted to participate in The Activity, I, for myself, my heirs, personal representatives, executors and assigns, do hereby release, waive, forever discharge, and covenant not to sue Cisco Systems, Inc., its subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, agents, and attorneys (hereinafter collectively referred to as "Cisco") from any and all manner of claims (including, but not limited to individual or class action claims, claims for monetary or equitable relief and claims for actual or punitive damages), demands, actions, causes of action, liability, and damages of any kind whatsoever, including but not limited to claims arising out of, based upon or related to the actual or alleged negligence or reckless misconduct of Cisco, resulting in personal injury, accidents, or illnesses (including death) and property loss arising from, related to or in connection with participation in The Activity. I understand that this release shall be binding upon my heirs, personal representatives, executors and assigns.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to INDEMNIFY AND HOLD Cisco HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought against Cisco as a result of or in connection with my involvement in The Activity and to reimburse Cisco for any such expenses incurred.

SEVERABILITY: I further expressly agree that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the applicable law and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGMENT OF UNDERSTANDING: I am 18 years of age or older. I have carefully read this waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I understand that I have the right to have my attorney review this agreement. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature for this to be a complete and unconditional release of all liability to the greatest extent allowed by law.

APPENDIX I

This program is available in 125 countries of Emerging Markets excluding countries located in Central Europe region.

Any questions may be directed to the Cisco Rewards Program Customer Care team by opening a case at www.ciscorewards.com

PARTICIPATING COUNTRIES

For purposes of this program, a Participating Company is defined as a company that: (i) is an indirect reseller with a valid Cisco Site ID, located in the countries listed below and that purchases Cisco products and/or services from Cisco Authorized Distributors in Cisco's Emerging Markets theatre, and (ii) does not have a direct purchasing contract with Cisco.

Below you will find the "Participating Countries" in which the Individual Participant must be a legal resident.

1	Afghanistan	31	Croatia	61	Kyrgyzstan	94	Russia
2	Albania	32	Democratic Republic of Congo	62	Lebanon	95	Rwanda
3	Algeria	33	Djibouti	63	Lesotho	96	Sao Tome and Principles
4	Angola	34	Dominica	64	Liberia	97	Saudi Arabia
5	Antigua and Barbuda	35	Dominican Republic	65	Libya	98	Senegal
6	Argentina	36	Ecuador	66	Libyan Arab Jamahiriya	99	Serbia
7	Armenia	37	Egypt	67	Macedonia	100	Seychelles
8	Aruba	38	El Salvador	68	Madagascar	101	Somalia
9	Azerbaijan	39	Eritrea	69	Malawi	102	Sierra Leone
10	Bahamas	40	Ethiopia	70	Mali	103	South Africa
11	Bahrain	41	Equatorial Guinea	71	Martinique	104	St. Kitts and Nevis
12	Barbados	42	Gabon	72	Mauritius	105	St. Lucia
13	Belarus	43	Gambia	73	Mauritania	106	St. Vincent and the Grenadines
14	Belize	44	Georgia	74	Mayotte	107	Swaziland
15	Benin	45	Ghana	75	Mexico	108	Tajikistan
16	Bolivia	46	Grenada	76	Moldova	109	Tanzania
17	Bosnia and Herzegovina	47	Guadeloupe	77	Montenegro	110	Togo
18	Botswana	48	Guatemala	78	Morocco	111	Trinidad and Tobago
19	Brazil	49	Guinea Bissau	79	Mozambique	112	Tunisia
20	Burkina Faso	50	Guinea	80	Namibia	113	Turkey
21	Burundi	51	Haiti	81	Netherlands Antilles	114	Turkmenistan
22	Cameroon	52	Honduras	82	Nicaragua	115	Turks and Caicos Islands
23	Cape Verde	53	Iraq	83	Niger	116	United Arab Emirates
24	Cayman Islands	54	Ivory Coast	84	Nigeria	117	Uganda
25	Central African Republic	55	Jamaica	85	Oman	118	Ukraine
26	Chad	56	Jordan	86	Pakistan	119	Uruguay
27	Chile	57	Kazakhstan	87	Palestine	120	Uzbekistan
28	Colombia	58	Kenya	88	Panama	121	Venezuela
29	Comores	59	Kosovo	89	Paraguay	122	Virgin Islands
30	Costa Rica	60	Kuwait	90	Peru	123	Yemen
				91	Puerto Rico	124	Zambia
				92	Qatar	125	Zimbabwe
				93	Reunion islands		

This document was last updated on 20 October 2009.



Americas Headquarters
Cisco Systems, Inc.
San Jose, CA

Asia Pacific Headquarters
Cisco Systems (USA) Pte. Ltd.
Singapore

Europe Headquarters
Cisco Systems International BV
Amsterdam, The Netherlands

Cisco has more than 200 offices worldwide. Addresses, phone numbers, and fax numbers are listed on the Cisco Website at www.cisco.com/go/offices.

CCDE, CCENT, CCSI, Cisco Eos, Cisco HealthPresence, the Cisco logo, Cisco Lumin, Cisco Nexus, Cisco Nurse Connect, Cisco Stackpower, Cisco StadiumVision, Cisco TelePresence, Cisco WebEx, DCE, and Welcome to the Human Network are trademarks; Changing the Way We Work, Live, Play, and Learn and Cisco Store are service marks; and Access Registrar, Aironet, AsyncOS, Bringing the Meeting To You, Catalyst, CCDA, CCDP, CCIE, CCIP, CCNA, CCNP, CCSP, CCVP, Cisco, the Cisco Certified Internetwork Expert logo, Cisco IOS, Cisco Press, Cisco Systems, Cisco Systems Capital, the Cisco Systems logo, Cisco Unity, Collaboration Without Limitation, EtherFast, EtherSwitch, Event Center, Fast Step, Follow Me Browsing, FormShare, GigaDrive, HomeLink, Internet Quotient, IOS, iPhone, iQuick Study, IronPort, the IronPort logo, LightStream, Linksys, MediaTone, MeetingPlace, MeetingPlace Chime Sound, MGX, Networkers, Networking Academy, Network Registrar, PCNow, PIX, PowerPanels, ProConnect, ScriptShare, SenderBase, SMARTnet, Spectrum Expert, StackWise, The Fastest Way to Increase Your Internet Quotient, TransPath, WebEx, and the WebEx logo are registered trademarks of Cisco Systems, Inc. and/or its affiliates in the United States and certain other countries.

All other trademarks mentioned in this document or website are the property of their respective owners. The use of the word partner does not imply a partnership relationship between Cisco and any other company. (0903R)

ROTL/9166F/11.09