

**CHANNEL PARTNER PROGRAM
CERTIFICATION AND SPECIALIZATION TERMS AND CONDITIONS – v.12.22.03**

These Terms and Conditions (the "Terms") are binding between Cisco Systems, Inc. ("Cisco") and the company you listed in the applicable Certification and/or Specialization Application ("Company"). These Terms set forth the requirements for obtaining and maintaining the applicable certification (Gold, Silver, Premier) or specialization offered under the Cisco® Channel Partner Program and supplement the most current Indirect Channel Partner Agreement in effect between Cisco Systems® and Company ("ICPA").

I. General Terms:

- 1. Receiving Benefits.** Company's receipt of the benefits associated with a particular certification or specialization, including but not limited to additional discount, constitutes Company's continuing representation that it is in compliance with all specialization and certification requirements of the specialization or certification level for which Company has received benefits. In the event Company receives specialization or certification benefits for which it is not entitled by reason of its failure to maintain particular specialization or certification requirements, and/or disclosing false or misleading information, Cisco reserves the right to revoke specialization or certification and require Company to repay any financial benefits received directly or indirectly from Cisco as a specialization or certification benefit, including but not limited to an additional discount.
- 2. Changes to Program Requirements.** Cisco may change certification and specialization requirements as it deems appropriate and shall notify Company of any such changes, which notice may be through posting on the Cisco Channel Partner Program Website. Such changes may adversely impact Company's ability to qualify for specialization or certification. Any such changes to the specialization requirements will not affect Company's corresponding specialization for the remainder of the current 12-month specialization term. In addition, any such changes to the certification requirements will not affect Company's corresponding certification for the remainder of the current 12-month certification term. Cisco will also 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 specialized or certified, Cisco becomes aware that Company is no longer in compliance with the applicable specialization or certification requirements, Cisco reserves the right to revoke the specialization or certification. 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 specialization or certification 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 certification or specialization requirements by the end of the extension period, Cisco reserves the right to revoke the applicable specialization or certification immediately. Cisco may monitor Company's compliance with the applicable specialization or certification requirements of a previously granted specialization or certification at any time. If Cisco believes Company may no longer be in compliance with these requirements, Cisco reserves the right to conduct an onsite audit of Company's qualifications at any time by providing fifteen (15) days prior written notice.

II. Attaining and Maintaining Certification:

1. **Certification and Audit Requirement.** For each level of certification, Company must meet the applicable requirements listed at <http://www.cisco.com/go/channelprograms> ("Certification Requirements"). Company acknowledges that each certification requires an audit by Cisco to assess Company's compliance with the certification requirements for the particular certification. Onsite audits may be performed by Cisco personnel or independent third-party contractors retained by Cisco ("the Auditor"). The Auditor will not be a competitor of Company and Cisco or the Auditor will enter Cisco's standard Mutual Non-Disclosure Agreement with Company at Company's request.
II.1.1. Audits for Silver and Gold certifications require Cisco or its Auditor to visit Company's site.
II.1.2 Audits for Premier certifications are typically conducted without Cisco or the Auditor visiting Company's site. However, Cisco reserves the right to require an onsite audit before awarding a Premier certification.
2. **Audit Schedule.** Company will be audited at least once in the course of every calendar year. If Company is already certified, Cisco will attempt to schedule re-certification audit of Company as close as possible to the anniversary date of Company's initial certification date.
3. **Audit Compliance.** Company agrees to comply with reasonable informational requests made by the Auditors, by providing accurate responses to questions from the Auditors and furnishing appropriate documents, including but not limited to verification of employment status for the Company employees that Company has identified as possessing individual Cisco Career Certifications (e.g., CCIE®, CCNA®, CCDP®).
4. **Certification Decision.** Cisco shall decide at its sole discretion whether or not to certify Company. No statements by the Auditor or its personnel will be binding upon Cisco.
5. **Award and Renewal of Certification.** Cisco shall base its Certification decision on Company's ability to meet all the certification requirements in effect on the date Company submits a valid application for certification or renewal. Company must renew its certification annually based on the current certification requirements in effect at that time.

III. Attaining and Maintaining Specialization:

1. **Specialization and Audit Requirements.** For each specialization, Company must meet the applicable requirements listed at <http://www.cisco.com/go/specialization> ("Specializations Requirements"). Company acknowledges that each specialization requires an audit by Cisco to assess Company's compliance with the specialization requirements for the particular specialization. Audits will typically require individuals to pass pre-defined exams. However, Cisco reserves the right at its sole option to require onsite audits by Cisco personnel or the independent third-party Auditor.
2. **Audit Schedule.** After the initial specialization audit, Company will be audited annually, on or before the anniversary of the date that the specialization was first granted.

3. **Audit Compliance.** Company agrees to comply with reasonable informational requests made by Cisco, the Auditors or testing agencies providing accurate responses to questions from the auditors and furnishing appropriate documents, including but not limited to verification of employment status for employees of the Company that Company has identified as possessing individual Cisco Career Certifications (e.g., CCIE, CCNA, CCDP).

4. **Award and Renewal of Specialization.** Specialization designations are awarded for a period of one year; any point values for a specialization may be changed annually. Company receives point values for each specialization it qualifies current at the time of awarding the specialization badge; although specializations may be retired from time to time, Company receives then-current point values for one year for each specialization for which it qualifies. Every 12 months, Company must apply to renew each specialization. Cisco's initial and renewal decisions for each specialization will be based on the Company's ability to meet the applicable specialization requirements in effect on the date that Company submits a valid application for specialization or renewal. Companies qualifying for updated versions of existing specialization designations they hold will only receive point credit for the updated specialization.

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