

International Addendum to Indirect Channel Partner Agreement— v. Canada 05.13.08

To register as a Cisco Indirect Channel Partner with rights to purchase Cisco Products and Services for its international Managed Services and Outsourcing End User locations as set forth herein, your company must accept the terms and conditions of this International Addendum to Indirect Channel Partner Agreement (the “Addendum”).

This Addendum is entered into by and between Cisco Systems, Inc., a California corporation with its principal place of business at 170 West Tasman Drive, San Jose, California 95134, Cisco Systems International B.V., a corporation formed under the laws of the Netherlands having its principal place of business at Haarlerbergpark, Haarlerbergweg 13-19, 1101 CH Amsterdam, The Netherlands (both of the Cisco entities listed above will hereinafter be referred to as “Cisco”) and the company you identified in the applicable Partner Registration Application. This Addendum shall become effective as of the date of acceptance by the Partner (the “Effective Date”).

WHEREAS, Cisco and Partner have previously entered into an Indirect Channel Partner Agreement (the “Agreement”) in the Territory.

WHEREAS, the Parties wish to modify the Agreement to allow for the Resale of Cisco Products and Services in support of: 1) Partner’s Managed Services End User locations outside of the Territory; and, 2) Partner’s Outsourcing End User locations outside of the Territory, as set forth herein.

NOW THEREFORE, this Addendum supplements the Agreement and will enable Partner to sell Cisco Products and Services outside of the Territory to support the international locations of: 1) its Managed Services End Users which have purchased Managed Services from Partner within the Territory; and, 2) its Outsourcing End Users which have outsourced assets and/or management of those assets to the Partner within the Territory. The terms and conditions set forth in this Addendum are applicable only to Partner’s purchases of Cisco Products and Services in support of Partner’s Managed Services and Outsourcing sales to such End Users outside of the Territory. The Agreement shall continue to govern Partner’s purchases of Cisco Products and Services made within the Territory. In the event of conflicting terms between this Addendum and the Agreement, this Addendum shall prevail.

A. The Parties agree to supplement the Agreement as follows:

1. The following Definitions are added to Part A, Definitions:

European Economic Area or EEA means the nations of the European Union and the European Free Trade Area.

Managed Services are defined pursuant to Cisco’s Managed Service Channels Program (“MSCP”) set forth in the following URL: www.cisco.com/go/mscp.

Outsourcing is defined pursuant to Cisco’s Outsourcing Channels Program (“OSCP”) set forth in the following URL: www.cisco.com/go/oscp.

2. The Definition of Authorized Source in Part A, Definitions shall be deleted in its entirety and replaced with the following:

Authorized Source means (a) a distributor that is authorized by Cisco to redistribute Products and Services to Partner in the applicable country, as they are from time to time identified at http://tools.cisco.com/WWChannels/LOCATR/jsp/distributor_locator.jsp or as otherwise provided by Cisco; (b) within the EEA, an Authorized Source includes other Resellers of Cisco Products in the applicable country; or, (c) in the event Partner is located within Australia, New Zealand or Korea, an Authorized Source includes another

global, regional or specialty distributor that is authorized by Cisco to redistribute Cisco Products and Services, a Reseller or any third-party offering Product for purchase by Partner in the applicable country.

3. Part B, Section 1.1 shall be deleted in its entirety and replaced with the following:
 - 1.1 **Cisco Authorization.** During the term of the Agreement, Cisco hereby authorizes Partner to purchase and/or license Cisco Products and Services only from an Authorized Source, and to resell and/or redistribute such Cisco Products and Services directly to: 1) End Users who deploy Products and receive Cisco Services within the Territory; 2) Managed Services End User locations outside the Territory which have also purchased Managed Services from Partner within the Territory; and, 3) Outsourcing End User locations outside the Territory which have also outsourced assets and/or management of those assets to Partner within the Territory. For Cisco Products and Services being ordered for Managed Services and Outsourcing End User locations outside of the Territory, Partner shall purchase and/or license Cisco Products and Services from a local Authorized Source at each End User location. Within the EEA, Cisco hereby authorizes Reseller to Resell Products and Services to End Users in the EEA and other Resellers of Cisco Products in the EEA.
4. Part C, Section 9 is deleted in its entirety and replaced with the following:

9. Export Restrictions and Controls.

- 9.1 **Applicability.** Partner hereby acknowledges that product, services, and technical data supplied by Cisco hereunder are subject to export controls under the laws and regulations of the United States, including the Export Administration Regulations ("EAR") and other country's laws and regulations. Partner shall comply with such United States and local export control laws and regulations applicable to all product, services and technical data, and, without limiting the generality of this Section, agrees to file and obtain all licenses, permits or approvals required by any government. Cisco and Partner each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such licenses, approvals, and permits, and to take timely action to obtain all required import and export documents. Partner agrees not to use any export and/or re-export licenses or authorizations that Cisco or its affiliates hold for securing their own activities. Partner agrees to institute and maintain an effective internal export compliance program to ensure compliance with their export and re-export activities.
- 9.2 **Government/Military Sales.** Partner hereby certifies that none of the product, services, or technical data supplied by Cisco under this Agreement will be sold or otherwise transferred to, or made available for use by or for, any government or military end-user or in any government or military end-use located in or operating under the authority of any country not identified in Supplement No. 1, Country Group A: 1 to Part 740 of the EAR without US or other country's export authorization. Partner also certifies that none of the products, services or technical data supplied by Cisco under this Agreement will be sold or otherwise transferred to, or made available for use by or for, any entity that is engaged in the design, development, production or use of nuclear, biological or chemical weapons or missiles or is otherwise restricted from receiving Cisco products.
- 9.3 **Record-Keeping.** Partner agrees to maintain a record of sales, imports, exports and re-exports of product, services and technical data for a period of ten years. Partner agrees to forward any required records to Cisco or, at Cisco's request, the U.S. or any other applicable Government. In accordance with the EAR, Partner also agrees to permit periodic audits by Cisco or the U.S./any other applicable Government as required to ensure export compliance.
- 9.4 Partner's obligation under this Section shall survive the expiration or termination of this Agreement.

5. Part C, Section 13.1 is deleted in its entirety and replaced with the following:

13.1 Applicable law and Jurisdiction: The validity, interpretation, and performance of the Agreement shall be controlled by and construed under the laws of: (a) the State of California, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of law, if a claim arises in the United States. The State and Federal Courts of California shall have exclusive jurisdiction over any claim arising in the United States; or, (b) England and Wales if the claim arises outside of the United States. The English Courts shall have exclusive jurisdiction over any claim arising outside of the United States. No person who is not a party to the Agreement shall be entitled to enforce or take the benefit of any of its terms under the Contracts (Rights of Third Parties) Act 1999.

The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of the Agreement.

- B. Enforceability.** Partner agrees that the electronic mail address it has provided corresponds to a person that has the capacity and authority to execute this Addendum and any amendments to the Agreement on behalf of Partner. Partner and Cisco each waive any defense to the validity or enforceability of this Addendum arising from the electronic submission and electronic acceptance of this Addendum by Partner. If Partner needs a physical document evidencing the Addendum, Partner may (i) print the accepted Addendum or (ii) request from Cisco a signed version, in which case Reseller shall print and return to Cisco two (2) printed, executed originals of the Addendum. Such printed originals shall not be deemed accepted by Cisco unless Cisco returns one (1) counter-signed original to Partner.



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.

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