



Cisco Value Incentive Program 30 for People’s Republic of China (PRC)

The Cisco® Value Incentive Program (VIP) is a comprehensive back-end incentive program designed to increase margins for Cisco channel partners that resell Enterprise Networks, security, collaboration, data center. The program provides incentive in the form of a discount on the future purchase order(s) (“incentive”) to partners in the People’s Republic of China (“PRC”) that achieve program objectives during either a 6-month program period or a 3-month program period. Value Incentive Program Period 30 (VIP 30) runs from July 30, 2017 through January 27, 2018.

Participation Prerequisites

Cisco Value Incentive Program Period 30 has 1 track and 4 subtracks. Participation prerequisites differ for each subtrack. All subtracks must adhere to the same specific enrollment windows. However, incentives must be earned independently for each subtrack.

Table 1 lists the subtracks for Cisco Value Incentive Program Period 30, with the prerequisites for each.

Table 1. Prerequisites (Entry Criteria) for Cisco Value Incentive Program (VIP) Period 30 Subtracks

VIP 30 Track	VIP 30 Subtracks	Requirements at Time of Enrollment in the Program
Architecture	Enterprise Networks	Advanced Core and WAN Services Specialization and/or Advanced Unified Access Specialization and/or Advanced Enterprise Networks Architecture Specialization and/or Master or Advanced or Express Cloud and Managed Services designation and/or Global Gold Certification

	Security	Advanced Security Architecture Specialization and/or Master or Advanced or Express Cloud and Managed Services designation and/or Global Gold Certification
	Data Center	Advanced Data Center Architecture Specialization and/or Unified Fabric Technology Specialization and/or Unified Computing Technology Specialization and/or Master or Advanced or Express Cloud and Managed Services designation and/or Global Gold Certification
	Collaboration	Advanced Collaboration Architecture Specialization and/or Cisco TelePresence® Video ATP Master (including Satellite, Multinational, Global and Remote) and/or Express Specialization - Video track and/or Advanced Video Specialization and/or Master or Advanced or Express Cloud and Managed Services designation and/or Global Gold Certification

You must hold the required specialization, certification, designation, or Authorized Technology Provider (ATP) designation at the time of enrollment in the Cisco Value Incentive Program. You must have access to the Cisco Partner Access onLine (PAL) tool for the purpose of providing customer contact information (including email addresses to which the CSAT surveys will be sent). If you do not have access, please work with your Cisco Partner Account Manager (PAM) to gain access.

Enrollment Process

You must meet the participation prerequisite for at least one subtrack to enroll in a track. See Table 1 for details. Once you have successfully enrolled in a track, you may gain entitlement to any additional subtrack of the track you are enrolled in, provided you have successfully met the subtrack requirements. All participating partners need to enroll at <http://www.cisco.com/go/ppe> and you will receive a notification confirming the specific subtracks you are eligible for upon successful enrollment.

Applications for VIP 30 will be accepted during the timeframes indicated in Table 2. For any enrollment issues, a Customer Service Central (CSC) case needs to be opened before the end of the enrollment period. Issues reported via email, not using CSC, won't be considered.

Table 2. Timeframes for VIP Period 30

Program Period	Program Duration	Enrollment Open Date	Enrollment Close Date	Approximate Date to Receive Incentive for Orders Booked by January 27, 2018 and Shipped Before February 10, 2018	Approximate Date to Receive Incentive for Orders Booked by January 27, 2018 but Shipped Between February 10, 2018 and April 28, 2018
July 30, 2017 to January 27, 2018	6 months	July 30, 2017	September 8, 2017	April 2018	July 2018
October 29, 2017 to January 27, 2018	3 months	October 29, 2017	November 24, 2017	April 2018	July 2018

Incentive Criteria

Customer Satisfaction Criteria

Partners can meet the customer satisfaction (CSAT) requirement by maintaining a Cisco certification level of Gold, Global Gold or Premier from the VIP attainment date through January 27, 2018. Partners not meeting requirements for Gold, Global Gold or Premier Certification must provide a minimum of 30 (Gold) or 10 (Premier, Select, and Registered) customers' contact information (including email addresses to which the surveys will be sent), as applicable, in order to meet VIP criteria. For more information about the Cisco CSAT process, visit <http://www.cisco.com/go/csats>. If Partner fails to provide the required number of customers' contact information (including email addresses to which surveys will be sent), the Partner will not be eligible for incentive in any of the subtracks. Gold Certified Partners who do not meet the Gold Certification requirements are not eligible for the Gold bonus, regardless of the number of customers' contact information (including email addresses to which surveys will be sent) and follow-up activities. The customer satisfaction criteria are exactly the same for the 6-month and 3-month periods.

Global Customer Satisfaction Survey period	Valid customers' contact information (including email addresses to which surveys will be sent) provided between the following dates will count toward the partner's Cisco Value Incentive Program CSAT requirement. <ul style="list-style-type: none"> • Start date: July 30, 2017 • End date: January 27, 2018
Customers that can be surveyed	<ul style="list-style-type: none"> • Partners must provide customers' contact information (including email addresses to which surveys will be sent) for individuals that have not been provided by Cisco or another partner within the current fiscal year. • Partners may not provide email addresses from their own company email domain or any affiliated company contact information (for example, a different business unit within the company or a subsidiary of the parent company). • Partners may provide customers' contact information (including email addresses to which surveys will be sent) of customers to whom they have sold products and services prior to the VIP period as long as the partner is providing services related to the prior-period sale during the current VIP period.
Valid customer responses	Only customers' contact information (including email addresses to which surveys will be sent) received by 5 p.m. Pacific Time on January 27, 2018 will count toward achievement of the customer satisfaction criteria.

Specialization, Certification, and Sales Volume Criteria

Architecture Track

Partners may enroll in the Architecture track only if they meet the prerequisite for any of the following subtracks: Enterprise Networks, Security, Data Center, Collaboration. Partners may qualify for incentive in any of these subtracks simultaneously if they meet the associated requirements.

Enterprise Networks Subtrack

You must meet the criteria shown in Table 3 in full to qualify for any incentive in the Enterprise Networks subtrack.

Table 3. Enterprise Networks Incentive Criteria

Criterion	If Enrolled in the 6-Month Period	If Enrolled in the 3-Month Period
Specialization/ designation/ certification	Must maintain a valid Advanced Core and WAN Services Specialization and/or Advanced Unified Access Specialization and/or Advanced Enterprise Networks Architecture Specialization and/or Master or Advanced or Express Cloud and Managed Services designation and/or Global Gold Certification from the specialization/designation/certification attainment date through January 27, 2018.	Must maintain a valid Advanced Core and WAN Services Specialization and/or Advanced Unified Access Specialization and/or Advanced Enterprise Networks Architecture Specialization and/or Master or Advanced or Express Cloud and Managed Services designation and/or Global Gold Certification from the specialization/designation/certification attainment date through January 27, 2018.
Sales Volume**	Must purchase minimum net bookings in qualifying Enterprise Networks SKUs.*** Minimum bookings calculation timeframe is subject to partner enrollment and specialization/designation/certification attainment status.	Must purchase minimum net bookings in qualifying Enterprise Networks SKUs.*** Minimum bookings calculation timeframe is subject to partner enrollment and specialization/designation/certification attainment status.

Security Subtrack

You must meet the criteria shown in Table 4 in full to qualify for any incentive in the Security subtrack.

Table 4. Security Incentive Criteria

Criterion	If Enrolled in the 6-Month Period	If Enrolled in the 3-Month Period
Specialization/ designation/ certification	Must maintain a valid Advanced Security Architecture Specialization and/or Master or Advanced or Express Cloud and Managed Services designation and/or Global Gold Certification from the specialization/designation/certification attainment date through January 27, 2018.	Must maintain a valid Advanced Security Architecture Specialization and/or Master or Advanced or Express Cloud and Managed Services designation and/or Global Gold Certification from the specialization/designation/certification attainment date through January 27, 2018.
Sales Volume**	Must purchase minimum net bookings in qualifying Security SKUs.*** Minimum bookings calculation timeframe is subject to partner enrollment and specialization/designation/certification attainment status.	Must purchase minimum net bookings in qualifying Security SKUs.*** Minimum bookings calculation timeframe is subject to partner enrollment and specialization/designation/certification attainment status.

Data Center Subtrack

You must meet the criteria shown in Table 5 in full to qualify for any incentive in the Data Center subtrack.

Table 5. Data Center Incentive Criteria

Criterion	If Enrolled in the 6-Month Period	If Enrolled in the 3-Month Period
Specialization/ designation/ certification	Must maintain a valid Advanced Data Center Architecture Specialization and/or Unified Fabric Technology Specialization and/or Unified Computing Technology Specialization and/or	Must maintain a valid Advanced Data Center Architecture Specialization and/or Unified Fabric Technology Specialization and/or Unified Computing Technology Specialization and/or

	Master or Advanced or Express Cloud and Managed Services designation and/or Global Gold Certification from the specialization/designation/certification attainment date through January 27, 2018.	Master or Advanced or Express Cloud and Managed Services designation and/or Global Gold Certification from the specialization/designation/certification attainment date through January 27, 2018.
Sales Volume**	Must purchase minimum net bookings in qualifying Data Center SKUs.*** Minimum bookings calculation timeframe is subject to partner enrollment and specialization/designation/certification attainment status.	Must purchase minimum net bookings in qualifying Data Center SKUs.*** Minimum bookings calculation timeframe is subject to partner enrollment and specialization/designation/certification attainment status.

Collaboration Subtrack

You must meet the criteria shown in Table 6 in full to qualify for any incentive in the Collaboration subtrack.

Table 6. Collaboration Incentive Criteria

Criterion	If Enrolled in the 6-Month Period	If Enrolled in the 3-Month Period
Specialization/ ATP/ designation/ certification	Must maintain a valid Advanced Collaboration Architecture Specialization and/or Cisco TelePresence® Video ATP Master (including Satellite, Multinational, Global and Remote) and/or Express Specialization - Video track and/or Advanced Video Specialization and/or Master or Advanced or Express Cloud and Managed Services designation and/or Global Gold Certification from the specialization/ATP/designation/certification attainment date through January 27, 2018.	Must maintain a valid Advanced Collaboration Architecture Specialization and/or Cisco TelePresence® Video ATP Master (including Satellite, Multinational, Global and Remote) and/or Express Specialization - Video track and/or Advanced Video Specialization and/or Master or Advanced or Express Cloud and Managed Services designation and/or Global Gold Certification from the specialization/ATP/designation/certification attainment date through January 27, 2018.
Sales Volume**	Must purchase minimum net bookings in qualifying Collaboration SKUs.*** Minimum bookings calculation timeframe is subject to partner enrollment and specialization/ATP/designation/certification attainment status.	Must purchase minimum net bookings in qualifying Collaboration SKUs.*** Minimum bookings calculation timeframe is subject to partner enrollment and specialization/ATP/designation/certification attainment status.

**Sales volume: For partners that enroll in either the 6-month or 3-month period, the minimum bookings calculation will begin on July 30, 2017 and October 29, 2017, respectively. For partners that gain attainment for a subtrack outside of the 6-month or 3-month enrollment period, the minimum bookings calculation will begin at the specialization, ATP, or other applicable designation attainment date. The enrollment in either the 6-month or 3-month period defines the minimum bookings targets for all the subtracks of the enrolled track. For Global Gold Certified Partners, the minimum bookings targets in Enterprise Networks, Security, Data Center, and Collaboration subtracks are replaced by the minimum bookings requirement of Global Gold Certification.

- Partners enrolled in the Value Incentive Program and ordering directly from Cisco: Direct bookings are recognized when the order is “Cisco booked.”

- Partners enrolled in the Value Incentive Program and ordering through a Cisco Authorized Distributor: Cisco does not recognize distributor point-of-sale (POS) until the product ships and invoices, regardless of when the product is booked with the distributor. For partners buying through authorized distributors, Cisco will consider the posted date (the date the distributor posted the POS transaction to Cisco, it passes the initial checks, and complies with Cisco’s internal POS acceptance policy) to qualify the booking transaction. The POS transaction must be posted no later than January 25, 2018 to be valid for VIP Period 30. If the distribution order is placed using the Channels Booking Neutrality (CBN) process from Cisco, the distribution order will be converted to a direct order and treated as such. The CBN order would then follow the same deadline dates as a direct order: booking by January 27, 2018 and shipping by April 28, 2018. If the distribution order is placed using the Distribution Sales Visibility (DSV) process, the DSV order would follow the similar deadline dates as a direct order: DSV booking by January 27, 2018, and DSV POS transaction posting no later than April 28, 2018 to be valid for VIP Period 30.

Minimum Bookings Table

***Minimum bookings targets for the 3-month period are half of the ones for the 6-month period below. Minimum bookings targets are in USD.

	Enterprise Networks	Security	Data Center	Collaboration
CHINA	400,000	50,000	100,000	80,000

Incentives

Base Incentives

Cisco will offer the base incentives listed in Table 7 to base incentive qualifying partners for each Value Incentive Program subtrack based on net shipments of all eligible SKUs for resale during the Program Period specified in Table 2.

Incremental Incentives

- Gold Certified/Master Cloud and Managed Services Program Partner Incentive:** Cisco will offer qualifying Gold Certified Partners and/or qualifying Global Gold Certified Partners and/or qualifying Master Cloud and Managed Services Program Partners an additional 1 percent incentive for the Security, Data Center, and Collaboration subtracks based on net shipments of all eligible SKUs from both title-held and title-transferred for resale and cloud and managed services orders during the Program Period specified in Table 2. In addition, Cisco will offer qualifying Gold Certified Partners and/or qualifying Global Gold Certified Partners and/or qualifying Master Cloud and Managed Services Program Partners an additional 1 percent incentive on Category D and E SKUs for the Enterprise Networks subtrack based on net shipments of all eligible SKUs from both title-held and title-transferred for resale and cloud and managed services orders during the Program Period specified in Table 2.
Partners must have a Gold Certification and/or Global Gold Certification and/or be Master level Partners in Cisco’s Cloud and Managed Services Program upon enrollment and maintain it for the

entire Program Period to qualify for the Gold Certified/Master Cloud and Managed Services designation Partner Incentive.

- **Master Specialized/Cisco Powered Partner Incentive:** Cisco will offer qualifying Master-level specialized and/or qualifying Cloud and Managed Services Program Partners with specific Cisco Powered services designation(s) an additional 3 percent incentive for the Collaboration subtrack, an additional 2 percent incentive for the Security subtrack, and an additional 1 percent incentive for the Data Center subtrack based on net shipments of all eligible SKUs from both title-held and title-transferred for resale and cloud and managed services orders during the Program Period specified in Table 2.

The Master Specialized/Cisco Powered Partner Incentive is provided in the Collaboration subtrack if the partner holds the Master Collaboration Specialization and/or Cloud and Managed Services Program Partner holds specific Collaboration related Cisco Powered services designation(s). The Master Specialized/Cisco Powered Partner Incentive is provided only on TelePresence SKUs within the Collaboration subtrack (see www.cisco.com/go/vipskus for details) if the Partner holds the TelePresence Video Master ATP. The Master Specialized/Cisco Powered Partner Incentive is provided in the Security subtrack if the partner holds the Master Security Specialization and/or Cloud and Managed Services Program Partner holds specific Security related Cisco Powered services designation(s). The Master Specialized/Cisco Powered Partner Incentive is provided in the Data Center subtrack if Partner holds the Master Cloud Builder Specialization and/or Cloud and Managed Services Program Partner holds specific Data Center related Cisco Powered services designation(s).

Partners must have a Cisco Powered services designation for the specific Cisco Powered service, and/or Master-level specialization upon enrollment and maintain it for the entire program to qualify for the Master Specialized/Cisco Powered Partner Incentive.

- **Account Breakaway Incentive:** Cisco will offer Partners an additional 2 percent incentive for the Data Center subtrack based on net shipments of all SKUs eligible under VIP and Account Breakaway when Partner orders under an approved deal in UCS Account Breakaway Promotion during the Program Period specified in Table 2.
- **Migration Incentive:** Cisco will offer partners an additional 2 percent incentive for the Enterprise Networks, Security, Collaboration, Data Center and Service Provider Technology subtracks based on net shipments of all SKUs eligible under VIP and Migration Incentive Program (MIP) when partner orders under an approved deal in MIP during the Program Period specified in Table 2.
- **Activation Incentive (pilot):** Cisco will offer partners an additional 3-17 percent incentive for the activation of key the key software in Enterprise Networks subtrack based on net shipments of eligible SKUs during the Program Period specified in Table 2. Activation of Cisco DNA Center in a production network is rewarded with an additional 3 percent rebate. Activation of Cisco Identity Services Engine (ISE) in a production network is rewarded with an additional 7 percent rebate. Activation of Cisco Stealthwatch in a production network is rewarded with an additional 7 percent rebate. Incentives can be combined.

The software activation must be validated via Proof-of-Performance (POP) submitted for review at www.cisco.com/go/pppe before October 27, 2018. For Cisco ONE Enterprise Agreements, the software activation needs to be validated via Proof-of-Performance (POP) submitted for review at www.cisco.com/go/pppe before April 27, 2019. Only POPs showing a minimum of 50 devices in the

DNA Center Device Inventory screen, minimum 15 percent consumption of ISE Base and Plus licenses, and minimum 30 percent of streams activated in Stealthwatch, per customer are eligible. IP addresses can be masked in the POPs, if required.

At Cisco's discretion, Cisco or its auditors may conduct additional specific customer verification. Upon Cisco's request, partner must procure customer verification of the software activation. If any false, or misleading information are submitted, Cisco reserves the right to terminate partner from participation in this program as detailed in Section 8.1.

- PSS SW Incentive (pilot):** Cisco will offer partners an additional 1 percent incentive for the Enterprise Networks subtrack based on net shipments of eligible SKUs during the Program Period specified in Table 2. To earn the PSS SW Incentive, a partner must qualify for the incentive in VIP 30 EN subtrack, qualify for the CSPP Delivery incentive in both quarters during the Program Period specified in Table 2, and meet PSS Bookings Target of \$45,000 for Program Period specified in Table 2. Partners with specific Cisco pricing agreements may be excluded from PSS SW Incentive.

Table 7 summarizes the base and incremental incentives for each VIP track.

Table 7. Architecture Track Incentive Percentages

	Incentive Category	Enterprise Networks	Security	Data Center	Collaboration
Base Incentives	A	20%	20%	20%	20%
	B, B1	15%	15%	15%	15%
	C, C1	10%	10%	10%	10%
	D*, D1*	8%	8%	8%	8%
	E*	6%	6%	6%	6%
	F, F1	5%	5%	5%	5%
	G	4%	4%	4%	4%
	H, H1	3%	3%	3%	3%
	I	2%	2%	2%	2%
	J, J1	1%	1%	1%	1%
Incremental Incentives	Gold/CMSP Master Incentive	1%*	1%	1%	1%
	Master Specialization/ Cisco Powered Incentive	None	2%	1%	3%**
	Account Breakaway Incentive	None	None	2%	None
	Migration Incentive	2%	2%	2%	2%

	Activation Incentive	DNA Center: 3% ISE:7% Stealthwatch: 7%	None	None	None
	PSS SW Incentive	1%	None	None	None

* Cisco will offer qualifying Gold Certified Partners and/or qualifying Global Gold Certified Partners and/or qualifying Master Cloud and Managed Services Program Partners an additional 1 percent incentive on Category D and E SKUs for the Enterprise Networks subtrack based on net shipments of all eligible SKUs from both title-held and title-transferred for resale and cloud and managed services orders during the Program Period specified in Table 2.

** If Partner holds the TelePresence Video Master ATP, then Cisco will only provide the Partner with the Master Specialization/Cisco Powered Incentive on TelePresence SKUs within the Collaboration subtrack (see www.cisco.com/go/vipskus for details).

Eligible Products and Annuity offers

For a complete list of SKUs and Annuity offers eligible for VIP Period 30 and Incremental Incentives, visit <http://www.cisco.com/go/vipskus>. This list will be updated throughout the Program Period identified in Table 2. Any changes to SKUs or rates will be posted monthly. To see the bookings for these SKUs, go to <http://www.cisco.com/go/tpv>.

Other terms and conditions

1. Introduction

1.1 To register for the Value Incentive Program with Cisco, your company must accept the terms and conditions of this Cisco Value Incentive Program Agreement: Period 30 (the “Agreement”).

This Agreement is entered into by and between the company you identified in the applicable Partner Registration Application (“Partner”) and Cisco. For purposes of this Agreement, Cisco is defined as follows:

If Partner’s principal place of business is located in Canada, “Cisco” is defined as Cisco Systems Canada Co., a Canadian corporation having its principal place of business at 88 Queens Quay West, Suite 2900, Toronto, ON, M5J 0B8, Canada.

If Partner’s principal place of business is located in Japan, “Cisco” is defined as Cisco Systems G.K., a Japanese corporation having its principal place of business at 9.7.1, Akasaka, Minato-ku, Tokyo 107-622, Japan.

If Partner’s principal place of business is located in Latin America, the Caribbean, or the United States of America (the “United States”), “Cisco” is defined as Cisco Systems, Inc., a California corporation having its principal place of business at 170 West Tasman Drive, San Jose, California 95134, United States.

If Partner’s principal place of business is located in Brazil, for Products and Services offered by Cisco Systems, Inc. in the Territory, “Cisco” is defined as Cisco Systems, Inc., a California corporation having its

principal place of business at 170 West Tasman Drive, San Jose, California 95134, United States. If Partner's principal place of business is located in Brazil, for Products and Services offered by Cisco Comércio e Serviços de Hardware e Software do Brasil Ltda. in the Territory, "Cisco" is defined as Cisco Comércio e Serviços de Hardware e Software do Brasil Ltda., a limited liability company organized under the laws of Brazil having its principal place of business at CENU - West Tower, 2nd Floor, Suite 1, Av. das Nações Unidas 12901, Brooklin Novo, São Paulo - SP, Brazil, 04578-000.

If Partner's principal place of business is located in India, the Netherlands, or Republic of Korea, "Cisco" is defined as Cisco Systems International B.V., a corporation organized under the laws of the Netherlands having its principal place of business at Haarlerbergpark, Haarlerbergweg 13-19, 1101 CH, Amsterdam, the Netherlands.

If Partner's principal place of business is located in the European Economic Area (except the Netherlands and Italy), Switzerland, Israel, the Asia Pacific region (excluding Australia, China, India, Republic of Korea, and Japan), the Middle East, Africa, or Central and Eastern Europe (excluding the Russian Federation), "Cisco" is defined as Cisco International Limited, a company organized under the laws of the United Kingdom having its principal place of business at 1 Callaghan Square, Cardiff, CF10 5BT, United Kingdom.

If Partner's principal place of business is located in China, "Cisco" is defined as Cisco China Company, Limited (思科(中国)有限公司) ("Cisco"), having its principal place of Building No.3, 19 and 20 Floor, Wangjiang International Center, Shangcheng District, Hangzhou City, China, and Cisco (China) Innovation Technology Co., Ltd (思科(中国)创新科技有限公司), having its principal place of Room 303, No. 79, Wan Bo Er Road, Nan Cun town, Panyu District, Guangzhou, Guangdong Province, China.

If Partner's principal place of business is located in the Russian Federation, "Cisco" is defined as Cisco Solutions LLC, a limited liability company formed under the laws of the Russian Federation, with its registered address at Krylatskaya Street, 17, Building 4, Moscow 121614, Russian Federation.

If Partner's principal place of business is located in Israel or the European Economic Area ("EEA"), except for the Netherlands or Italy, "Cisco" is defined as Cisco International Limited, a company organized under the laws of the United Kingdom having its principal place of business at 1 Callaghan Square, Cardiff, CF10 5BT, United Kingdom.

If channel partner's principal place of business is located in Italy, "Cisco" is defined as Cisco Systems Italy S.R.L.(Cisco Italy), a corporation organized under the laws of Italy having a place of business at Via Torre Bianchi 7, 20871 Vimercate MB, Italy.

If Partner's principal place of business is located in Australia, "Cisco" is defined as Cisco Systems Australia Pty Limited, ABN 52 050 332 940, an Australian corporation having its principal place of business at Level 9, 80 Pacific Highway, North Sydney, NSW 2060, Australia.

"Cisco" means the Cisco entities listed above, provided however, that for the purposes of Customer's rights and Cisco's obligations and liabilities under this Agreement, the Cisco entity which accepts each Purchase Order from Customer shall be the applicable entity and this Agreement shall be construed, for such purposes, as if entered into by Customer and such entity only.

1.2 Policy Overview

This document, as updated by Cisco from time to time and posted at <http://www.cisco.com/go/vip> (the “Program Rules”), sets forth the terms and conditions for the Partner’s participation in the Program.

2. Definitions

If a capitalized term is not defined in these Terms and Conditions, it shall have the meaning ascribed to it in the Resale Agreement. In the event of a conflict between the Resale Agreement and these Terms and Conditions, these Terms and Conditions will control as it relates to the subject matter set forth herein.

2.1 Affiliate: Any corporation, firm, partnership, or other entity that directly or indirectly controls, or is controlled by, or is under common control with Partner.

2.2 Allocated Model: the net booking for a SKU is split between the technologies integrated into the SKU. Listing for eligible SKUs, the allocation percentages, and the incentive percentage are posted at <http://www.cisco.com/go/vipskus>.

2.3 Cisco Booked: Order which has been entered into Cisco’s ordering system, has passed the initial hold/credit check, and complies with Cisco’s internal booking acceptance policy.

2.4 Cisco Capital®: Cisco entity that provides financing to Cisco Partners and End Customers for the purpose of enabling sales and business development. Cisco Capital’s website is located at: <http://www.cisco.com/web/ordering/ciscocapital/index.html>.

2.5 Country Group: A country group is a Cisco-identified group of countries within a region/geo/theater, where a partner is able to operate within each country in the country group.

2.6 Direct Order: Order placed directly with Cisco.

2.7 End Customer: Final purchaser or licensee that (i) has acquired Product and/or Services for its own Internal Use and not for Resale, remarketing, or distribution, and (ii) is identified as such purchaser or licensee by Reseller pursuant to Section 5.2 below.

2.8 GPL: The Cisco Global Price List as published at Cisco.com.

2.9 GPN: Cisco’s Global Partner Network Program.

2.10 Internal Use: Any business use of a Product for an End Customer’s or Partner’s own internal use; it is to be distinguished from the definition of Resale provided below.

2.11 Net Bookings: Bookings less any bookings cancelations.

2.12 Net Shipments: Bookings which have shipped less any returns of Products.

2.13 Partner: Reseller registered with Cisco that purchases and/or licenses Products and Services from an Authorized Source or Authorized Channel and Resells such Products and Services directly to End Customers.

2.14 Products: Cisco hardware products, Software, and related documentation, as defined in Partner’s Resale Agreement and as listed on the then-current GPL.

2.15 Resale Agreement: The Cisco Indirect Channel Partner Agreement (ICPA), the Cisco Systems Integrator Agreement (SIA), or another similar Cisco agreement that authorizes the resale of Cisco Products and Services to End Customers.

2.16 Territory: People's Republic of China (PRC).

3. Eligibility Requirements

3.1 Incentive Eligibility. To qualify for incentive in VIP, Partner must meet the following eligibility requirements.

3.1.1 Partner must be a current Cisco product resale partner, or CMSP partner.

3.1.2 Partner must achieve or maintain associated valid specialization, certification, designation, module, or ATP for the entire program and regularly qualify against established criteria.

3.1.3 Partner must meet the customer satisfaction (CSAT) requirement.

3.1.4 Partner must meet the revenue requirements for each subtrack to qualify for VIP. Revenue requirements are determined by net bookings for orders placed with Cisco (Direct, and CBN Orders), net POS (point-of-sale) and net DSV POS, i.e. price in between Cisco and Distributor, for orders placed with a Cisco Authorized Distributor or Authorized Channel (other Indirect Orders). The required revenue for each subtrack can be found at <http://www.cisco.com/go/vip>.

3.2 Purchase Eligibility

3.2.1 Partner may receive incentive only on the SKUs identified at <http://www.cisco.com/go/vipskus> as eligible for VIP, from both title-held and title-transferred for resale and cloud and managed services orders.

3.2.2 Cisco reserves the right to modify the list of eligible SKUs throughout the Program Period.

3.2.3 Products procured from distributors may be purchased only from an Authorized Source or Authorized Channel (per Partner's Resale Agreement) within the country or countries in which they are authorized.

3.2.4 Partners who purchase through the Virtual Computing Environment (VCE) coalition may achieve VIP eligibility only on the following products based on shipments from distribution: Cisco Unified Computing System™ (Cisco UCS®), Cisco Nexus®, Cisco Catalyst® 3750X, Catalyst 3560, ASA 1000v, Virtual Security Gateway, GBIC/SFP, MDS, and Cisco Intelligent Automation for Cloud.

4. Exclusions to VIP

4.1 Cisco reserves the right to refuse to extend this offer to deals that do not comply with the intent of the Program.

4.2 Orders in which Partner is acting as an original storage manufacturer (OSM) per their Cisco OSM contract will be excluded from VIP.

4.3 Architecture track products are not eligible for program incentives if (a) purchased for Partner's internal use; (b) purchased under "Simplified Pricing"; (c) purchased with any outsourcer promotion; (d) ordered via any legacy ordering platform from Cisco or a company acquired by Cisco. VIP incentive is not provided on services.

5. Partner Obligations

5.1 Partner should not factor VIP incentives into bid price submissions. Partners who do so proceed at their sole risk since prematurely factoring VIP incentives into term contract pricing can lead to margin and/or profitability erosion. In such situations, Cisco cannot make Partner whole by modifying, waiving, or extending VIP eligibility or by offering any other form of partner post-award relief that was not otherwise made available to all Cisco partners at the time of bid.

5.2 Partners purchasing from an Authorized Source or an Authorized Channel shall ensure the sales data reported by such Authorized Source, or Authorized Channel to Cisco is correct. If sales transactions are ineligible due to incorrect data reported by Authorized Source or Authorized Channel in the back-end claiming process, Cisco reserves the right not to provide a VIP incentive for such transactions (i.e., error in End Customer name and/or details reported in the POS claiming report).

5.3 Cisco relies on Partner with respect to its legal ability to receive incentive under this program, and assumes Partner will make all disclosures required by law.

5.4 Compliance with Laws and Cisco Policies

5.4.1 Partner certifies that it will comply with all laws, licenses, permits, and regulations, including, without limitation, any anti-bribery, conflict of interest, privacy and data protection, or procurement laws or regulations of any government or other competent authority where the Products are to be sold or used (collectively "Applicable Laws"). PARTNER WILL INDEMNIFY AND HOLD CISCO HARMLESS FOR ANY VIOLATION BY THE PARTNER OF ANY APPLICABLE LAWS.

5.4.2 Partner warrants to Cisco that it will act in compliance with the terms of its Resale Agreement and all of Cisco's policies. If Partner fails to comply with any such terms, Partner may not be eligible to receive incentive.

5.5 Partner is responsible for keeping its own sales information. Cisco will provide access to Partner results through Total Program View at <http://www.cisco.com/go/tpv>.

5.6 By entering into this Agreement, Partner consents, and will ensure other data subjects have given their unambiguous consent, to the processing of information about Partner, its staff and End Customers provided to or otherwise obtained by Cisco in connection with this Agreement: (i) in accordance with the Cisco privacy policy, as amended from time to time and located at <http://www.cisco.com/web/siteassets/legal/privacy.html>; and (ii) by Cisco, its affiliates, sub-contractors and agents from within and outside of the European Economic Area and those countries deemed to have adequate data protection laws.

5.7 Partner Affiliates

5.7.1 Generally, Partner may not collect VIP for sales to its Affiliates, but Cisco may make an exception as appropriate (i.e. if Affiliate has collected multiple bids and is not in the IT industry). In the event that Cisco believes that a submitted End Customer is an Affiliate of the Partner, but Partner disputes this belief, in addition to the rights of audit set out in Partner's agreement with Cisco, Cisco will, just like for any other dispute, require:

5.7.1.1 Additional POS and other information to be submitted including, without limitation, the following: (i) End Customer purchase order; (ii) delivery order from Partner to End Customer; and (iii) invoice from Partner

to End Customer. Prices can be masked in the reporting, if required. The delivery order must indicate the date, full End Customer company name, and signature of the End Customer, as well as the End Customer stamp; and

5.7.1.2 At Cisco's discretion, Cisco or its auditors may conduct additional specific audits with the purpose of monitoring and ensuring compliance by Partner with the terms of this Program. Upon reasonable notice by Cisco, Partner will give Cisco or its auditors prompt access to relevant records and premises (including procuring access to End Customer premises) during normal business hours. Upon Cisco's request, Partner must procure consent from the End Customer for Cisco to access and inspect End Customer's sites for the purposes of the above audit and to verify the products that are the subject of the VIP claim.

5.7.2 Where Partner does not comply with these Affiliate clauses and/or Cisco determines that the End Customer is an Affiliate, is a Cisco Partner, or the intended use is otherwise not within the permitted scope of this Program, Cisco reserves the right to reject the claim(s), in which case no incentive will be provided for any purchase order(s) for that Affiliate/End Customer.

6. Program Incentive Terms

6.1 Incentives are based on meeting full incentive criteria.

6.2 Incentives must be earned independently for each subtrack.

6.3 Incentives are provided in the form of a discount on future purchase order(s).

6.4 The amount of the incentive applied will be limited to a maximum of 10% of the next purchase order's value. Cisco reserves the right to amend this maximum limit when appropriate. Remaining incentives that the partner is entitled to will be carried forward to subsequent purchase orders.

6.5 VIP incentives must be used for future *product* orders only and cannot be used for *services*.

6.6 Direct Partners can apply the incentive only for direct purchases with Cisco. Indirect Partners can apply the incentive only for purchases ordered through Cisco Authorized Distributors. Incentives earned in China must be used in China only.

6.7 Partners have a limited time to apply the incentive against their future orders. Incentives are bound by an expiration policy of 180 calendar days from the date of first notification from Cisco about the availability of the incentive. The same expiration policy applies regardless of any mergers or acquisitions.

6.8 Partner must meet the minimum incentive amount of \$250 USD. At Cisco's discretion, incentive of less than \$250 USD can be carried over to the next processing cycle, if available, until the minimum threshold is met, but not to exceed one VIP Program Period.

6.9 Incentives will be provided only on the eligible SKUs from both title-held and title-transferred for resale and cloud and managed services orders. The list of eligible products for each subtrack can be found at <http://www.cisco.com/go/vipskus>.

6.10 If a transaction is considered outside of the recognition of Cisco China Company, Limited (思科(中国)有限公司) and Cisco (China) Innovation Technology Co., Ltd (思科(中国)创新科技有限公司), incentives for such transaction will be provided in accordance with Cisco's usual VIP rules for the applicable Cisco entity.

6.11 Cisco reserves the right to request additional information to verify that claimed transactions are VIP eligible. Cisco shall make the final determination on whether a transaction is allowable under VIP.

6.12 Actual incentive is based on specific VIP period bookings that shipped in the time defined within the VIP program rules. Shipment deadlines may be extended at Cisco's discretion if the ship request date falls within the program rules and Cisco is unable to deliver the Product prior to the shipment deadline identified in this document.

6.13 Partners electing to acquire VIP-eligible Cisco Products using financing (meaning any financing provided by Cisco Capital, Castle Pines Capital, Wells Fargo Capital Finance, etc.) may have their VIP incentive for such orders negatively affected. Partner incentive in such cases could be decreased.

6.14. Individuals may not receive the incentive. Only corporate entities may receive the incentive.

6.15 If Partner violates Section 5.4 of these Terms and Conditions, Cisco reserves the right to withhold or retain, partly or wholly, at Cisco's discretion, any and all incentives due to the Partner under this Program.

7. Incentive Discrepancies

7.1 Partner is responsible for identifying and reporting to Cisco any discrepancies between Cisco published bookings and their own records. The reporting deadline for any bookings discrepancy cases is one month from the final bookings date, but no later than March 2, 2018. In addition, Partner must supply the supporting documentation within 30 days of the shipment cutoff date, but no later than June 2, 2018. If Partner fails to meet this timeline, Partner's discrepancy claim will be automatically rejected.

7.2 Incentive discrepancies must be reported within three weeks after receipt of the first notification about the provided incentive. If no incentive notification is received, incentive discrepancies must be reported within 90 days after Cisco first sent notifications to partners.

7.3 Activation bonus related exception requests (extension, acceptance of customer signature etc) must be raised before October 27, 2018 or April 27, 2019 (for Cisco ONE Enterprise Agreements). If partner fails to meet this timeline, partner's request will be automatically rejected.

7.4 Bookings discrepancy cases and activation related exception requests have to be opened using the Customer Service Central (CSC) module in My Cisco. Discrepancies reported via email, not using CSC, won't be considered.

7.5 Incentive discrepancy cases MUST be opened via <https://www.cisco.com/cisco/psn/web/workspace> or by sending an email to csg-cn@cisco.com. Discrepancies reported in any other manner will NOT be considered.

7.6 Partner should refer to Total Program View at <http://www.cisco.com/go/tpv> for their official bookings status and Cisco Partner Access onLine (PAL) at <http://www.cisco.com/go/pal> for their official CSAT results.

7.7 Information obtained from Cisco personnel other than the Cisco VIP team (i.e., Partner Account Managers) will not take precedence over the information in Total Program View and will not be honored in any disputes.

7.8 Cisco uses its best efforts to ensure Partner is provided with the incentive in a timely fashion. However, at times, such incentives are delayed for reasons beyond Cisco's control. Further, if Cisco is not at fault for the delay, such incentives will expire and be forfeited if not claimed by Partner in a timely fashion.

8. Termination of Partner

8.1 In addition to any of its other remedies, Cisco reserves the right to terminate Partner from participation in this program and require Partner to forfeit any incentives indefinitely for the following reasons: (a) submission of false, misleading, or incomplete program information, including claims for sales made under the program; (b) other fraud or abuse of this or other Cisco marketing or sales programs; (c) the distribution of products purchased from any source other than Cisco or a Cisco Authorized Distributor; (d) the sale of Cisco products to anyone other than an End Customer; and (e) breach of the Partner's Resale Agreement.

9. Other Channel Programs

9.1 For Cisco Cloud and Managed Services Program (CMSP) transactions, all incentives will be provided to the host Partner enrolled in VIP. The agent Partner is not eligible for VIP incentives on CMSP transactions.

9.2 The GPN (Global Partner Network) 5-Step process and deal management framework does not alter VIP eligibility rules.

9.3 To receive incentives under the Program, Partner must be in good standing with the Cisco Channel Partner Program. In particular, incentives will not be provided if and for as long as Partner or any of its Affiliates owes money to Cisco or its Affiliates, other than in the ordinary course of Cisco's standard 30-day payment terms (or any other payment terms agreed in writing with Cisco or its Affiliates), in which case Cisco reserves the right to set off any amount due under the Program against unpaid invoices and immediately suspend Partner or its Affiliates' entitlement to receive incentives under the Program until all outstanding amounts have been irrevocably paid in full by Partner or its Affiliates. If Partner has been delinquent with Cisco or its Affiliates for a period of at least one (1) year, Partner will forfeit any outstanding incentives due under this Program.

9.4 Sales that are eligible for an incentive under the Cisco Value Incentive Program are not eligible for any other Cisco performance based incentive programs unless otherwise stated by Cisco.

10. General

10.1 Partner is free to determine its minimum resale prices unilaterally. This program is not a commitment or a guarantee that the Partner will increase margins and profitability.

10.2 Cisco reserves the right to modify or cancel the program at its discretion without prior notice to Partner.

10.3 For all other applicable VIP procedures and requirements specific to their area of participation and geography, Partner should refer to the VIP website at <http://www.cisco.com/go/vip>.

11. Confidentiality

11.1 Any information shared between Cisco and Partner related to VIP, including the terms and conditions of the Program and specific program incentive information, is Confidential Information as defined under Partner's Resale Agreement.

11.2 Breach of Confidentiality. If any Partner breaches the confidentiality provisions contained in these Terms and Conditions, Cisco reserves the right to remove that Partner from future participation in VIP.

Other Rules

The rules described in scenarios 1-4 below apply to all subtracks and partners. In addition, upon partner request via CSC case opened before the bookings discrepancy deadline, specific adjustments may be made to reflect scenario 5.

Partner Scenarios:

First scenario: Partner XYZ in country group A is enrolled in VIP. XYZ books VIP SKUs in country group A and sells to country group B, where XYZ is also enrolled. XYZ gets VIP credit toward their VIP bookings in country group B.

Second scenario: Partner XYZ in country group A is enrolled in VIP. XYZ books VIP SKUs in country group A and sells to country group B, where XYZ has a legal entity but is not enrolled in VIP. XYZ does not get VIP credit in country group A or B.

Third scenario: Partner XYZ in country group A is enrolled in VIP. XYZ books VIP SKUs in country group A and sells to country group B, where XYZ does not have a legal entity. XYZ does not get VIP credit in country group A or B.

Fourth scenario: Partner XYZ in country group A is not enrolled in VIP. XYZ books VIP SKUs in country group A and sells to country group B, where XYZ is enrolled. Partner XYZ gets VIP credit toward their VIP bookings in country group B.

Fifth scenario:

- For CMSP partners only: Partner XYZ in country group A is enrolled in VIP. XYZ books VIP SKUs in country group A and sells to country group B. XYZ gets VIP credit toward such VIP bookings in country group A.
- For Global Customer Support Process (GCSP) partners only: Partner XYZ in country group A is enrolled in VIP. XYZ books VIP SKUs in country group A and sells to GCSP specified customer in country group B. XYZ gets VIP credit toward such VIP bookings in country group A.
- For WebEx SKUs only: Partner XYZ in country group A is enrolled in VIP. XYZ books VIP WebEx SKUs in country group A and sells to country group B. XYZ gets VIP credit toward such VIP bookings in country group A.
- For Cisco TelePresence® Video Master Multinational ATP and/or Cisco TelePresence® Video Master Global ATP partners only: Partner XYZ in country group A is enrolled in VIP. XYZ books VIP Telepresence SKUs in country group A and sells to country group B. XYZ gets VIP credit toward such VIP bookings in country group A.

WebEx and Telepresence SKUs eligible for such treatment are identified at <http://www.cisco.com/go/vipskus>.

For any issues, we require a case to be opened using the Customer Service Central (CSC) module in My Cisco:

- 1) Go to [My Cisco Workspace](#). If this is your first time using Customer Service Central, you will need to add the module to your Workspace.
 - 2) Click on "Open a case".
 - 3) Select "View all" under "Program & Tool Support". Choose "Partner Program Booking Claims" or "Partner Program Incentive Eligibility" or "Partner Program Enrolment" appropriately.
 - 4) Describe the issue and attach file if applicable.
 - 5) Select "Value Incentive Program (VIP)" from "Program/Promotion" drop down menu.
 - 6) Submit the case.
- For issues related to VIP credit against the next purchase in the Incentive Hub, open a case by sending email to gcih@cisco.com.




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

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