

# CMSP Managed and/or Cloud Services Reseller Policies

This document sets forth the responsibilities of a CMSP Services Reseller who is selling Cloud and/or Managed Service offerings of a CMSP Partner (pursuant to an agreement between the CMSP Services Reseller and the CMSP Partner for Managed and Cloud Services directly or through a Cloud Aggregator for Cloud Services indirectly on behalf of CMSP Partners).

To register as a CMSP Services Reseller with Cisco, your company must click-accept the terms and conditions set forth herein. CMSP Services Reseller confirms the accuracy of its responses to the Cloud Services Reseller Questionnaire found under the "Additional Information" tab in the Partner Program Enrollment tool:

[www.cisco.com/go/ppe](http://www.cisco.com/go/ppe)

## 1. RESPONSIBILITIES OF CMSP SERVICES RESELLER, CLOUD AGGREGATORS AND THE CMSP PARTNER

The CMSP Partner must at all times be in compliance with CMSP, their Agreement and the terms set forth herein. The CMSP Services Reseller must at all times be in compliance with their Agreement and the terms set forth herein. The Cloud Aggregator must at all times be in compliance with the terms set forth herein.

Falsifying, or failing to disclose information in order to obtain a higher level of CMSP discounts, branding, or benefits may result in immediate termination of such partner's right to participate as a CMSP Partner, Cloud Aggregator or CMSP Services Reseller.

A CMSP Partner entering into a Cloud and/or Managed Service resale relationship with a CMSP Services Reseller must enter into a contractual agreement with such CMSP Service Reseller outlining the responsibilities and deliverables of both parties. A Cloud Aggregator entering into a Cloud and/or Managed Cloud Service resale relationship with a CMSP Services Reseller (on behalf of a CMSP Partner) must enter into a contractual agreement with such CMSP Service Reseller outlining the responsibilities and deliverables of both parties. Such deliverables may include a service activation kit, hardware, software, End-User right to use licenses for the duration of the service contract (as authorized in the CMSP Partner's respective Agreement with Cisco), software updates, management configuration change administration, End User facing web portal, standard reports, training, access to subcontractor services, documented incident tickets, documented change requests, and operational reports. This contractual agreement and relationship are

exclusively between the CMSP Partner (or Cloud Aggregator on behalf of the CMSP Partner) and the CMSP Services Reseller.

The CMSP Services Reseller and CMSP Partner (or Cloud Aggregator on behalf of the CMSP Partner) must establish a set of escalation procedures including priority levels, procedures, and associated penalties, if missed.

The CMSP Services Reseller and CMSP Partner (or Cloud Aggregator on behalf of the CMSP Partner) must establish a change control process for handling End User changes and a change control process for managing changes between the CMSP Services Reseller and the CMSP Partner.

## 2. RESPONSIBILITIES OF THE CMSP SERVICES RESELLER.

- 2.1 Either the CMSP Services Reseller or CMSP Partner (as agreed between the CMSP Services Reseller and CMSP Partner) shall designate a primary single point of contact to whom communications in regards to the Cloud Services and/or Managed Services may be addressed and who has the authority to act on all aspects of the Cloud Services and/or Managed Services.
- 2.2 Either the CMSP Services Reseller or CMSP Partner (as agreed between the CMSP Services Reseller and CMSP Partner) shall be available during Standard Business Hours and shall designate two backup contacts for when the primary single point of contact is not available. Hereafter, the single point of contact will be deemed the Customer Relationship Manager.
- 2.3 The CMSP Services Reseller may: a) market the CMSP Partner's Cloud and/or Managed Services acting on behalf of the CMSP Partner as a referral agent; and/or, b) sell the CMSP Partner's Cloud and/or Managed Services: 1) acting on behalf of the CMSP Partner reselling such services directly to End Users under the CMSP Partner's brand; or, 2) acting as an OEM reselling such services as its own.
- 2.4 Either the CMSP Services Reseller or CMSP Partner (as agreed between the CMSP Services Reseller and CMSP Partner) shall own the Service Level Agreement with the End User, including associated penalties.
- 2.5 Where the CMSP Services Reseller is responsible for product procurement, sales, and installation of Cisco equipment, they must have the appropriate credentials to obtain the Cisco Products including but not limited to an Agreement with Cisco and the appropriate Cisco certification, specialization, or ATP.

2.6 Either the CMSP Services Reseller or CMSP Partner (as agreed between the CMSP Services Reseller and CMSP Partner) must have comprehensive monitoring policies to apply to the Cisco devices to fulfill the obligations under the Service Descriptions and SLAs.

2.7 The CMSP Services Reseller must provide details of service coverage.

### 3. GOVERNANCE.

Cisco shall have no obligations or liability arising from the transactions arranged between the CMSP Partner, Cloud Aggregator and the CMSP Services Reseller.

### 4. CISCO SERVICES.

Where the CMSP Services Reseller is responsible for product procurement and sales, the CMSP Services Reseller shall attach Cisco Services to their (CPE) product sales. The Cisco Services may be procured either from Cisco or through a Cisco authorized distributor based on their services relationship as outlined in their Agreement.

### 5. CISCO POWERED LOGO DEFINED TERMS.

“Cisco Powered Logo” means the logo which a CMSP Services Reseller may use to communicate that a CMSP Partner’s Managed Services or Cloud Services are designated as Cisco Powered Managed Services or Cisco Powered Cloud Services (collectively known as “Cisco Powered Services”). “Cisco Powered Logo usage Guidelines” means the guidelines, which may be amended from time to time by Cisco in its sole discretion, for usage of the Cisco Powered Logo and the Designation Descriptor. “Designation Descriptor” means the Cisco pre-defined language which the CMSP Services Reseller may use in conjunction with the Cisco Powered Logo trademark(s) to promote CMSP Partner’s Cisco Powered Services certification status once Partner has achieved such certification.

### 6. LOGO LICENSE AND PERMISSION TO USE DESIGNATION DESCRIPTOR LOGO LICENSE.

Upon CMSP Partner’s obtaining Cisco Powered Services designation status from Cisco, Cisco grants CMSP Services Reseller a worldwide, nonexclusive, nontransferable, royalty-free, personal license to use the Cisco Powered Logo solely in connection with the CMSP Partner’s service(s) which has met the applicable certification requirements and solely in the manner described in the Cisco Powered Logo usage Guidelines. CMSP Services Reseller acknowledges that the Cisco Powered Logo is owned solely and exclusively by Cisco and CMSP Services Reseller hereby acknowledges and agrees that, except as set forth herein, CMSP Services Reseller has no rights, title or interest in or to the Cisco Powered Logo and

that all use of the Cisco Powered Logo shall inure to the benefit of Cisco. CMSP Services Reseller agrees that it will not adopt or use or attempt to register the Cisco Powered Logo or any confusingly similar mark. The license set forth herein supersedes any other license terms for the Cisco Powered Logo agreed to by CMSP Services Reseller for the service(s) which have met the applicable certification requirements.

## 7. DESIGNATION DESCRIPTOR.

Upon CMSP Partner's obtaining applicable designation status from Cisco, Cisco grants CMSP Services Reseller the right to use the Designation Descriptor with the Cisco Powered Logo subject to the Logo License above and solely in connection with the CMSP Partner's service(s) which has met the applicable certification requirements and solely in the manner described in the Cisco Powered Logo usage Guidelines. Cisco reserves the right to review and approve prior to publication the form and content of advertising or promotional materials containing the Cisco Powered Logo and Designation Descriptor. CMSP Services Reseller agrees to cooperate fully with Cisco in the review and shall use all commercially reasonable efforts to promptly make modifications in such materials as necessary to conform to the logo and Designation Descriptor guidelines. The right to use the Cisco Powered Logo and the Designation Descriptor will terminate no later than termination or expiration of the Agreement. Notwithstanding the foregoing, Cisco reserves the right to take action against any use that does not conform to these requirements; that infringes on Cisco's intellectual property or other rights; or that violates other applicable law. In any and all such cases, Cisco reserves the right to terminate the CMSP Services Reseller's right to use the Cisco Powered Logo and the Designation Descriptor.

## 8. INDEMNIFICATION.

CMSP Services Reseller will defend, indemnify and hold harmless Cisco and its officers, directors, employees, shareholders, customers, agents, successors and assigns from and against any and all loss, damages, liabilities, settlement, costs and expenses (including legal expenses and the expenses of other professionals) as incurred, (i) resulting from or arising out of CMSP Services Reseller's use of the Cisco Powered Logo and the Designation Descriptor in connection with its services, business or products in any manner, including, without limitation, customer or user claims regarding misrepresentation, false advertising or breach of implied warranty and ii) anything related to CMSP Partner's services including but not limited to third party claims that CMSP Partner has not met its service level agreements or any contractual obligations or representations or warranties made between CMSP Services Reseller and its customer or that Partner's service does not meet certain performance or other specifications or that the services do not meet the Cisco Powered Services or other applicable certification requirements. As a condition to such defense and indemnification, Cisco will provide CMSP Services Reseller with reasonably prompt written notice of the claim and sole control of the defense and settlement of the claim. Cisco may employ counsel at its own expense to assist it with respect to any such claim.

## 9. MODIFICATION, DISCONTINUANCE OF THE CLOUD RESELLER POLICIES.

Cisco retains the right to modify or discontinue the Cloud Reseller Policies set forth herein at its sole discretion.

10. DEFINITIONS—Definitions not specifically set forth below will be as defined in the Agreement.

**Agreement** means the legal agreement with Cisco under which a CMSP Partner and/or a CMSP Services Reseller are entitled to purchase and resell Cisco products and services (e.g. Indirect Channel Partner Agreement, Systems Integrator Agreement or equivalent).

**Cisco Service** means all deliverables associated with the Cisco Service offerings including access to Technical Assistance Center, Software, Case History, Return Material Authorization, and other intellectual property.

**CMSP Partner** means a Cisco partner that has met the CMSP requirements including compliance with the specific requirements outlined in the following document: the Cisco Channel Program Audit and Policies Document (found at the following URL: <http://www.cisco.com/web/partners/pr11/mscp/index.html>).

**Cloud Aggregator** means a Cisco partner who creates a portfolio of Cloud Services from multiple CMSP Partners and sells them to Cloud Services Resellers.

**Cloud Services Reseller** means a Cisco partner that has met the Cloud Services Reseller requirements set forth herein.

**Network** means a set of interconnected and inter-working Cisco supported hardware and software that is implemented, operated, and supported by Producer partner from a single Network Operations Center ("NOC").

**Cloud Services** means the offering(s) provided by CMSP Partners based upon Cisco certification for Cloud Services ( e.g. Cloud Service for IaaS, Cloud Service for HCS). A CMSP Partner's Cloud Services may be resold through a Cloud Aggregator.

**Managed Services** means the offering(s) provided by CMSP Partners based upon Cisco certification for Managed Services (e.g. Managed Business Communications, Managed Metro Ethernet). Managed services are defined as repeatable IT solutions that are managed remotely from a network operations center (NOC) and are backed by a Service Level Agreement (SLA) with term of 12 months or greater, defined service obligations and remote, proactive monitoring.

**Managed Services Reseller** means a Cisco partner that has met the Managed Services Reseller requirements set forth herein.

**CMSP Services Reseller** refers to either (i) a Cloud Services Reseller or Managed Services Reseller who has entered into contractual relationship with a CMSP Partner for resale of the Partner's Cloud Services and/or Managed Services, or, (ii) a Cloud Services Reseller who has entered into a contractual relationship with a Cloud Aggregator for resale of a CMSP Partner's Cloud Services.



---

**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](http://www.cisco.com/go/offices).

Cisco and the Cisco logo are trademarks or registered trademarks of Cisco and/or its affiliates in the U.S. and other countries. To view a list of Cisco trademarks, go to this URL: [www.cisco.com/go/trademarks](http://www.cisco.com/go/trademarks). Third party trademarks mentioned 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. (1110R)