



SOLUTION PARTNER FRAMEWORK AGREEMENT

By click-acceptance, Partner agrees and enters into this online Solution Partner Framework Agreement (“Agreement”) with Cisco or one of the Cisco affiliates listed in Exhibit C, as of the Effective Date, which Agreement consists of these integrated parts:

1. This document and its hereby-incorporated Exhibit A (Definitions), Exhibit B (Mutual Non-Disclosure Agreement) (“Mutual NDA”), Exhibit C (Choice of Governing Law & Jurisdictional Consents); Exhibit D (Trademarks and Logos);
2. The Cisco Solution Partner Program Guidelines;
3. All online contractual terms, policies, and Cisco requirements referenced in or linked via any of the foregoing, including all successor URLs.

1. FEES AND DUE DILIGENCE. a) Partner shall pay to Cisco all applicable Program fees as required hereunder, including a Program membership fee (“Membership Fee”) for the Term. All Program fees are payable in U.S. dollars, exclude all governmental taxes, duties, and charges of any kind, and are non-refundable and non-prorated; b) Partner must complete any due diligence or other questionnaire provided by Cisco and must comply with such other due diligence or other compliance requirements requested by Cisco in writing.

2. INTELLECTUAL PROPERTY.

A. Nothing in this Agreement shall transfer any right, title, or interest in or, except as expressly set forth herein, grant any license, express, implied, or by estoppel, to any property, Intellectual Property Right, or Confidential Information of either Party. Partner shall use Program Logos only as authorized in the Program Guidelines and otherwise by Cisco in writing.

B. Partner shall be solely responsible for all Partner Content, including as to its compliance with Partner’s branding guidelines and other policies. Partner grants to Cisco a worldwide, royalty-free, sub-licensable, transferable license to use, copy, create derivative works, disclose, distribute, process, store, and publicly perform and display the Partner Content regarding the Program or to exercise or protect Cisco’s rights or comply with Applicable Law.

C. Program and all related records are Cisco’s Confidential Information and property.

3. CONFIDENTIALITY. The Parties hereby agree and enter into the Mutual NDA attached as Exhibit B, as of the Effective Date. The Mutual NDA shall not amend or supersede any confidentiality protection or duty of either Party under any other agreement.

4. TERM AND TERMINATION. This Agreement commences on the Effective Date and shall have a twelve (12) month term (“Term”). All licenses granted hereunder shall terminate thirty (30) days after the expiration or earlier termination of this Agreement, except that Cisco may continue to store Partner Content for archival purposes. Within the first thirty (30) days following the Effective Date of this Agreement, either party may terminate this Agreement for convenience with no notice. After the first thirty (30) days following the Effective Date, this Agreement may be terminated for convenience, for any reason or no reason, by either party upon no less than thirty (30) days prior written notice to the other. This Agreement may be terminated by Cisco for cause at any time upon Partner’s material breach of the Agreement, on ten (10) days’ notice, except that this Agreement may be terminated by Cisco immediately upon Partner’s breach of any provision of Section 2 (Intellectual Property); Section 3 (Confidentiality); Section 7 (Compliance with Laws, including Anti-Corruption Laws, and Cisco Policies); where Partner breaches the Publicity section set out in the Program Guidelines; and Partner fails to complete any due diligence questionnaire or other questionnaire provided by Cisco and/or to comply with such other due diligence or other compliance requirements requested by Cisco in writing and/or to meet Cisco’s general due diligence requirements.

Cisco may terminate immediately either (1) for convenience where Cisco determines, in its sole discretion, that Partner is using or has used Program benefits to promote any Partner product, service or solution that is deemed to be competitive with any Cisco product, service or solution; or (2) for convenience immediately where Cisco determines, in its sole discretion, that Partner has a product, service or solution that is competitive with any Cisco product, services or solution. Where such termination occurs, Cisco has no obligation to conduct or finish any interoperability testing.

5. INDEMNIFICATION. Subject to Section 6, Partner shall indemnify, defend and hold harmless Cisco from any claim, loss, damage, or expense, including but not limited to, reasonable court costs and attorneys’ fees, resulting from any claim made by a third party that Partner Content infringes third party Intellectual Property rights, whether or not the claim arises as a result of combination or interoperability with Cisco Products.

6. LIMITATION OF LIABILITY, DAMAGES WAIVER & WARRANTY DISCLAIMER.

A. SUBJECT TO SECTION 6(B), EACH PARTY'S TOTAL AGGREGATE LIABILITY IS LIMITED TO THE GREATER OF U.S.\$100,000 OR THE MONEY PAID TO CISCO UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT FIRST GIVING RISE TO SUCH LIABILITY.

B. NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES ANY LIABILITY, IRRESPECTIVE OF WHETHER FORESEEN, FORESEEABLE, KNOWN OR OTHERWISE, OF EITHER PARTY TO THE OTHER PARTY FOR OR ARISING OUT OF: (I) FRAUD OR FRAUDULENT MISREPRESENTATION; (II) BREACH OF CONFIDENTIALITY; (III) BODILY INJURY OR DEATH CAUSED BY ITS NEGLIGENCE; (IV) ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW; OR (V), OF PARTNER, OUT OF ITS BREACH OF ITS INDEMNIFICATION OBLIGATIONS IN SECTION 5 OR MISUSE OF ANY INTELLECTUAL PROPERTY RIGHT.

C. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR (I) ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR UNFORESEEN DAMAGES; (II) LOSS, CORRUPTION, OR INACCESSIBILITY OF DATA; OR (III) LOSS OF REVENUES, PROFITS, BUSINESS, GOODWILL, OR ANTICIPATED OPPORTUNITY, SALES, OR SAVINGS WHETHER ARISING IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

D. PARTNER ACCEPTS ALL PROGRAM SERVICES AND CISCO CONFIDENTIAL INFORMATION "AS IS" AND WITH ALL FAULTS. ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS OR WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF KNOWN TO CISCO), NON-INFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE ARE HEREBY EXCLUDED TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW.

7. COMPLIANCE WITH LAWS AND CISCO'S POLICIES. Cisco requires that all of its suppliers, subcontractors, channel partners, consultants, agents and other parties with whom Cisco does business act at all times in a professional and ethical manner in carrying out their services and contractual obligations to Cisco, or on Cisco's behalf to a Cisco customer or other third party. To that end, Partner must undertake to strictly comply with any and all country, federal, state and local laws, ordinances, codes, regulations, rules, policies and procedures, including, but not limited to, anti-corruption laws, such as the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act, other anti-bribery laws ("Applicable Laws"). Partner can find more information about the FCPA at the following URL: <http://www.usdoj.gov/criminal/fraud/fcpa/>, or by contacting publicsectorcompliance@cisco.com. Any violation of Applicable Laws in a country and regulations shall represent breach of this Agreement and could result in immediate termination of the business and contractual relationship between the Parties.

8. GENERAL TERMS. This Agreement shall be governed by the English language, and its choice of governing law, jurisdictional consents, and definitions of "Cisco" shall be as set forth in Exhibit C. Either Party may seek injunctive relief for any threatened or actual breach of this Agreement. This Agreement has no third party beneficiaries and is not an executory agreement. This Agreement does not entitle Partner to resell and/or purchase any Product. If any part of this Agreement is held void or unenforceable, the remainder continue in full effect. Cisco may modify or discontinue all or part of Program at its discretion. Absent Cisco's prior written consent, Partner, including by change of control, shall not assign all or part of this Agreement, and Partner's attempted unconsented assignment shall be void and immediately terminate this Agreement. This Agreement is the entire agreement between the Parties regarding the Program and, except by a written amendment hereto signed by the Parties or except as to changes hereunder to the Program Guidelines, any conflicting or different term in any purchase order or other document has no effect hereupon. In the event of any conflict between this document and the Program Guidelines, this document shall govern. Cisco may require Partner to pay additional fees or consent to additional terms to access Program Services or, if permitted, Products. These terms survive the expiration or earlier termination of this Agreement: All definitions; each Party's duties as to Confidential Information for three (3) subsequent years; Sections 2(C), 5, 6; the Publicity section set out in the Program Guidelines; and Cisco's archival rights under Section 4. Partner represents and warrants that the person click-accepting this Agreement is authorized to do so. All activities hereunder shall be conducted electronically with notices to Partner to any Partner contact known to the Program sending an email to SPP_ISV_Legal_Support@cisco.com and initiating a Program support case via the Program Web Site.

EXHIBIT A TO SOLUTION PARTNER FRAMEWORK AGREEMENT DEFINITIONS

Capitalized terms shall have the defined meanings set forth in this Exhibit A and elsewhere in this Agreement.

1. “Affiliate” means a company that controls, is controlled by, or is under common control with a Party.
2. “Bankruptcy” means: (i) a Party’s insolvency; (ii) the institution of any proceeding regarding a Party’s financial condition or credit standing, including bankruptcy or reorganization; or (iii) the appointment of a receiver or trustee for a Party.
3. “Cisco” means Cisco Systems, Inc. or its applicable affiliate(s), including as listed in Exhibit C, and otherwise as determined at Cisco’s discretion.
4. “Claim” means all claims, suits, demands, and actions made or brought by a third party against a Party.
5. “Confidential Information” means any information disclosed by one Party or its affiliates or agents (collectively, “Discloser”) to the other Party or its affiliates or agents (collectively, “Recipient”) and (a) designated as confidential or the like upon disclosure and, if disclosed verbally, confirmed in writing within thirty (30) days; or (b) accessible via Cisco-issued credentials for non-public access to Cisco systems and the Program Web Site.
6. “Effective Date” means the date on which this Agreement is click-accepted.
7. “Intellectual Property Right” means any intangible and exclusionary property rights in any jurisdiction including (a) inventions, patents, patent applications, invention disclosures, or any potentially patentable subject matter; (b) all copyrights in all works and all registrations, applications, and moral rights associated with same; (c) irrespective of registration, all logos or other indicia of corporate identity or the source of any good, technology, or service and all registrations and applications associated with same; (d) all know-how and trade secrets; and (e) all Confidential Information and information otherwise protected via agreement(s) between the Parties.
8. “Partner Content” means all logos, text, and other materials uploaded or otherwise provided by Partner to Cisco.
9. “Partner” means the legal entity that, through its representative, has click-accepted this Agreement.
10. “Party(ies)” means Cisco or Partner or both, as the case may be.
11. “Product” means any Cisco product, technology, service, platform, hardware, documentation, or software that Cisco, at its discretion, may permit Partner to access or use.
12. “Program” means the Cisco Solution Partner Program.
13. “Program Guidelines” means the Cisco online document providing other Program details, including as Cisco modifies that document at its discretion, effective ten (10) days after Cisco’s posting of same except that modifications of the Membership Fee shall be applicable to the Partner’s then-subsequent Renewal Term, if any.
14. “Program Logos” means one or more Program logos or other designations as authorized by Cisco, at its discretion, but shall exclude the Cisco corporate logo in any form and all other Cisco logos and designations.
15. “Program Service(s)” means the Program services and tools that may be available, at Cisco’s discretion, to eligible Program partners as set forth in the Program Guidelines and the Program Web Site.
16. “Program Web Site” means, collectively, the Cisco Web sites, pages, and linked or referenced online content that provide information related to the Program, including at <http://solutionpartner.cisco.com/site/index.gsp>.
17. “Solution” means each iteration of Partner’s offerings, including as may be validated under this Agreement and applicable test plans to be interoperable with one or more Products.

EXHIBIT B TO SOLUTION PARTNER FRAMEWORK AGREEMENT
MUTUAL NON-DISCLOSURE AGREEMENT

- 1. PURPOSE.** “Purpose” means, collectively, (i) evaluation of business opportunities with Discloser; (ii) performance of contractual duties to Discloser; (iii) compliance with Applicable Laws, provided that such compliance with a disclosure order of a tribunal, except when impractical or legally prohibited, shall require Recipient to provide written notice prior to the disclosure to afford Discloser reasonable opportunity to seek protective relief from such order at its expense; and (iv) any specific purpose permitted by Discloser in a separate written agreement between the Parties.
- 2. DUTIES.** Recipient shall maintain all Discloser’s Confidential Information in strict confidence, restricting access to Discloser’s Confidential Information to only those individuals who have a need to know the Confidential Information for the Purpose and who are bound by obligations that are consistent with this Mutual NDA. In all instances, Recipient shall use Discloser’s Confidential Information only for the Purpose. Recipient must protect Discloser’s Confidential Information to the same degree and standard of care that Recipient protects its own confidential information of like nature, but not less than to a reasonable standard of care. Within thirty (30) days of Discloser’s written request, Recipient shall return, permanently destroy, or permanently erase Discloser’s Confidential Information and provide written certification of same to Discloser.
- 3. EXCLUSIONS.** Recipient shall have no duties of confidentiality and non-use as to information that: (i) becomes publicly available, absent Recipient’s breach; (ii) is received on a non-confidential basis from a third party absent a breach of duty to Discloser; (iii) is independently known by Recipient without confidentiality restriction prior to disclosure as evidenced by Recipient’s written records; (iv) is developed independently by Recipient without reference to Discloser’s Confidential Information as evidenced by Recipient’s written records; (v) is disclosed by written authority duly-granted to it by Discloser; or (vi) is Partner Content.

**EXHIBIT C TO SOLUTION PARTNER FRAMEWORK AGREEMENT
CHOICE OF GOVERNING LAW & JURISDICTIONAL CONSENTS**

As determined by the Partner’s principle place of business in the following table, the applicable definition of “Cisco,” choice of governing law, and Parties’ exclusive jurisdictional consents shall be as set forth in this Exhibit C, irrespective of any principles of conflicts of laws. Cisco may, from time to time and at its discretion, replace or add Cisco entities without the need to amend this Agreement, in each such case “Cisco” means the local Cisco entity doing business with Partner. The Parties disclaim the application of the U.N. Convention on Contracts for the International Sale of Goods.

Partner’s Principle Place of Business	“Cisco” means	Governing Law & Jurisdictional Consent
Australia	Cisco Systems Australia Pty Limited, ABN 52 050 332 940, an Australian corporation having its principal place of business at L10, 80 Pacific Highway, North Sydney, NSW 2059, Australia	<ul style="list-style-type: none"> • New South Wales, Australia. • Jurisdiction of state and federal courts within the State of New South Wales, Australia.
Brazil for not-for-resale purchases or for Program Services offered in Brazil by Cisco Comercio e Servicos de Hardware e Software do Brasil Ltda	Cisco Comercio e Servicos de Hardware e Software do Brazil Ltda., a Brazilian company having its principal place of business at CENU – West Tower, 2nd Floor, Room 1, Av. das Nações Unidas 12901, Brooklin Novo, São Paulo – CEP, Brazil, 04578-000.	Brazil
Canada	Cisco Systems Canada Co., a Canadian corporation having its principal place of business at 88 Queens Quay West, Suite 2700, Toronto, Ontario, M5J 0B8, Canada.	<ul style="list-style-type: none"> • The Province of Ontario, as if performed wholly within the province. • Jurisdiction of the courts of the Province of Ontario.
India, the Netherlands, or Republic of Korea	Cisco Systems International B.V., a Netherlands corporation having its principal place of business at Haarlerbergpark, Haarlerbergweg 17-19, 1101 CH, Amsterdam, the Netherlands.	<ul style="list-style-type: none"> • England. • Jurisdiction of the courts in England.
China	Cisco China Company, Limited, a China company having its principal place of business at Building No.3, 19 and 20 Floor, Wangjiang International Center, Shangcheng District, Hangzhou City, China	<ul style="list-style-type: none"> • People’s Republic of China • Arbitration at China International Economic and Trade Arbitration Commission in Beijing
Israel, the Asia Pacific Region (excluding China, Australia, India, Republic of Korea, and Japan), the Middle East, Africa, or Central or Eastern Europe (excluding Switzerland, the Netherlands, the Russian Federation, and any member states of the European Economic Area).	Cisco International Limited, a United Kingdom company having its principal place of business at 1 Callaghan Square, Cardiff, CF 10 5BT, United Kingdom.	<ul style="list-style-type: none"> • England. • Jurisdiction of the courts in England.

Partner's Principle Place of Business	"Cisco" means	Governing Law & Jurisdictional Consent
Italy	Cisco Systems (Italy) s.r.l., an Italian company having its principle place of business at Via del Serafico, 200 00142 Roma, Italy.	<ul style="list-style-type: none"> • England. • Jurisdiction of the courts in England.
Japan	Cisco Systems G.K., a Japanese corporation having its principal place of business at Midtown Tower Building 9.7.1, Akasaka, Minato-ku, Tokyo 107-6227, Japan.	<ul style="list-style-type: none"> • Japan. • Jurisdiction of the courts in Japan.
Latin America, the Caribbean, the United States of America; Brazil for Partner's not-for-resale purchases hereunder and for Program Services offered by Cisco Systems, Inc. in Brazil; or other countries or regions not otherwise identified in this table.	Cisco Systems, Inc., a California corporation having its principal place of business at 170 West Tasman Drive, San Jose, California 95134, United States.	<ul style="list-style-type: none"> • State of California and the United States of America, as if performed wholly within that State. • Jurisdiction of the state and federal courts in California.
Russian Federation	Cisco Solutions LLC, a Russian limited liability company having its principle place of business at Krylatskaya Street, 17, Building 4, Moscow 121614, Russian Federation.	<ul style="list-style-type: none"> • Russian Federation • Jurisdiction of the federal courts in Moscow, Russian Federation.