



Cisco Opportunity Incentive Program Canada Terms and Conditions

1. Introduction and Background

1.1. Program Summary

The Cisco Opportunity Incentive Program (“OIP” or the “Program”) is designed to recognize the additional value that Cisco Channel Partners (“Channel Partners”) provide when they hunt for and develop new Cisco business opportunities and drive Cisco Solutions for such opportunities. The Program seeks to provide a neutral, fair platform for eligible Channel Partners to register the opportunities and thereby gain an additional earned discount.

1.2. Policy Overview

This document, as updated by Cisco from time to time and posted at www.cisco.com/go/oip-canada (the “Terms and Conditions”), sets forth the terms and conditions for the Channel Partner’s participation in the Program. The version of the Terms and Conditions posted at the above referenced site at the time each Opportunity is Registered will govern that Opportunity. By registering any Opportunity in OIP, Channel Partner agrees to participate in the Program and to be bound by these Terms and Conditions.

1.3. Process Summary

The Program requires Channel Partners to successfully complete a three-step process, summarized below and explained in more detail in Section 5 of these Terms and Conditions:

- 1.3.1 Registration: The Channel Partner must successfully meet the Eligibility Requirements set forth in Section 3, below. If the Channel Partner and the Opportunity are eligible for Registration, the Channel Partner may register the Opportunity using the Cisco Commerce Workspace Tool (“CCW”).
- 1.3.2 Qualification: Upon review and validation of the information submitted by the Channel Partner, the Registered Opportunity will be listed as “Qualified” in CCW.
- 1.3.3 Approval: The Channel Partner must upload a bill of materials for the Qualified Opportunity into CCW. Upon review and approval by Cisco, the Qualified Opportunity will be listed as “Approved” in CCW. Once the Opportunity is Approved, the Channel Partner is eligible to receive special OIP pricing for the Term of the Registration.

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. **Approved:** The final step in the OIP process, once a Qualified Opportunity is listed as “Approved” in CCW, the Channel Partner is eligible to receive the OIP discount for the Term of the Registration. For this to occur, Cisco must review and approve the bill of materials submitted by the Channel Partner for the Qualified Opportunity.
- 2.2. **Cisco Capital:** Cisco Capital is a Cisco entity that provides financing to Cisco Channel Partners and 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>.
- 2.3. **Cisco Commerce Workspace Tool (“CCW”):** The Cisco website at which Channel Partners submit all required information for each OIP Opportunity and at which the current status of the Opportunity is indicated. The CCW website is located at:
<http://www.cisco.com/go/ccw>.
- 2.4. **Cisco Solution:** A selection of Cisco Products or a combination of Products and Services that meet Customer requirements for a particular Opportunity. A Cisco Solution does not include products that are competitive with Cisco Products.
- 2.5. **Customer:** The End User (as defined in Channel Partner’s Resale Agreement) or licensee that has acquired Products or Services for its own internal use and not for Resale, remarketing, or distribution. The Channel Partner must identify the End User or licensee as the Customer in CCW. An entity is not an eligible Customer under OIP if it performs stocking, sparing, or warehousing activities for third parties or procures Products or Services for delivery to third parties.
- 2.6. **GPL:** The Cisco Canada Global Price List as published at Cisco.com.
- 2.7. **Opportunity:** A Customer issue, requirement, or business need for which a Cisco Solution is available.
- 2.8. **Product:** Cisco Hardware, Software, and Documentation, as defined in Channel Partner’s Resale Agreement and as listed on the then-current GPL.
- 2.9. **Qualified:** Cisco will list an Opportunity as “Qualified” in CCW after the Registered Opportunity has been reviewed and approved by Cisco. NOTE: “Qualified” is not equivalent to “Approved”. Channel Partners are not eligible to receive special OIP pricing until the Opportunity is listed as “Approved” in CCW.
- 2.10. **Registration:** The process by which a Channel Partner submits an Opportunity to Cisco for consideration for OIP via CCW. Once registration is completed by the Channel Partner, the Opportunity may be referred to as a “Registered” Opportunity.
- 2.11. **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 only to Customers.
- 2.12. **Term:** The Channel Partner is eligible to receive special OIP pricing starting on the date that the Opportunity is Approved. The special OIP pricing expires six (6) months from the date the Opportunity is Qualified, unless the Term is otherwise extended by Cisco and the Channel Partner is notified via CCW.
- 2.13. **Territory:** Canada.

3. **Eligibility Requirements**

Channel Partner must meet the requirements listed below for each Opportunity. If Cisco determines at any point that the requirements are not met, the Registered, Qualified, or Approved Opportunity may be rejected or revoked.

3.1. Channel Partner Eligibility

- 3.1.1. Channel Partner has a current and valid Resale Agreement in place, and is in good standing with the Cisco Channels Partner Program.
- 3.1.2. Channel Partner is a Select, Premier or Gold Certified Partner, or a Cloud and Managed Service Channel Program (“CMSP”) Partner, or a Registered Partner with a Memorandum of Understanding executed with Cisco.
- 3.1.3. Channel Partner has all the required Cisco certifications, specializations, and authorizations to sell and implement all of the Products and Services included in the Cisco Solution within the Channel Partner’s authorized Territory.
- 3.1.4. Channel Partner has all the required government contracts and authorizations to sell and implement the entire Cisco Solution for a given Opportunity.
- 3.1.5. Channel Partner has the ability to fulfill orders including the necessary credit and financial capacity to purchase the entire Cisco Solution for the Opportunity.

3.2. Opportunity Eligibility

- 3.2.1. Each Opportunity must be incremental, net-new business to Cisco. This means that the Opportunity has not been driven by Cisco or another Channel Partner, is not in the Cisco six month (180 day) sales forecast, and has not previously been Qualified or Approved. For the avoidance of doubt, Opportunities that are eligible for OIP are Partner-identified. Cisco-identified Opportunities may be eligible for Cisco’s Teaming Incentive Program (TIP). Cisco-identified Opportunities are NOT eligible for OIP.
- 3.2.2. The Opportunity has not already been Qualified or Approved for the Channel Partner or another channel partner using any Cisco promotion or program that provides a pricing advantage to one channel partner over other channel partners.
- 3.2.3. Channel Partner must be actively engaged and pursuing the Opportunity with the Customer.
- 3.2.4. At the time of Registration, multiple Channel Partners have not invested equally in developing the Opportunity.
- 3.2.5. Channel Partner must actively position the Cisco Solution as the primary and preferred solution for the Opportunity. Channel Partner is not precluded from offering an alternative solution in addition to the Cisco Solution. Special OIP pricing, however, may only be applied to the Cisco Solution.
- 3.2.6. Presales Milestones. Channel Partner must submit valid documentation through CCW that establishes that Channel Partner has:
 - Identified and engaged the Customer;
 - Quantified the Customer budget and project timing for the Opportunity;
 - Documented and submitted any Customer business and technical requirements for the Opportunity; and

- Submitted a network diagram (for Opportunities with a GPL value of \$500,000 or more).

3.2.7. Cisco must be able to verify that the Customer and Opportunity are valid.

3.2.8. Each Opportunity must be located in Canada.

3.2.9. Cisco must be able to verify that no Request for Proposal (“RFP”), Request for Quote (“RFQ”), or Request for Information (“RFI”) has been issued by the Customer for the Opportunity prior to the Qualification of the Opportunity.

OIP Registrations provide additional discount to Channel Partners that have been developing incremental business opportunities on behalf of Cisco early in the sales cycle and for complying with these Terms and Conditions. An Opportunity is only eligible for the OIP discount if the Channel Partner has driven the Opportunity and the Registered Opportunity has reached Qualified status before the Customer issued an RFQ, RFP, or RFI. If a Registered Opportunity has not reached Qualified status in CCW prior to the Customer issuing an RFQ, RFP, or RFI relating to the Opportunity, then the Registration must be rejected. An RFQ, RFP, or RFI is related to the Registered Opportunity if it specifically solicits Cisco Products or a solution identified in the Opportunity Registration.

3.2.10. Opportunity is Cisco Channel Partner-driven and at a minimum \$50,000 Cisco Expected List Deal amount for Enterprise and Public Sector named accounts or \$10,000 Cisco List for all other accounts.

4. Channel Partner Obligations

4.1. Channel Partner agrees to provide Cisco, upon request, with Customer Purchase Orders. At its discretion, Cisco may contact the Customer designated in the Opportunity Registration to confirm reported information.

4.2. Upon submitting a Registration in CCW, Channel Partner agrees to allow the Cisco sales team to edit the bill of materials as needed to close the Opportunity. Channel Partner will continue to have access and editing rights to the bill of materials.

4.3. Upon submitting a Registration in CCW, Channel Partner certifies that it will comply with all laws, licenses, permits, and regulations, including, without limitation, any anti-bribery, conflict of interest, or procurement laws or regulations of any government or other competent authority where the Products are to be sold or used (collectively “**Applicable Laws**”). CHANNEL PARTNER WILL INDEMNIFY AND HOLD CISCO HARMLESS FOR ANY VIOLATION BY THE CHANNEL PARTNER OF ANY APPLICABLE LAWS.

5. OIP Process

5.1. Registration

5.1.1. If the Channel Partner and the Opportunity are eligible for Registration in accordance with the requirements set forth in Section 3 of these Terms and Conditions, the Channel Partner may register the Opportunity using CCW. The Channel Partner must submit all Registration information required in CCW regarding the Opportunity, including but not limited to the presales milestones set forth in Section 3.2.6.

5.2. Qualification

5.2.1. Upon submission of a Registration in CCW, Cisco will review whether the Registration meets all the requirements set forth in Section 3 of these Terms and Conditions and Qualify, reject, or request more information for each Registration.

5.2.2. Multiple Partners or Registrations. If multiple Channel Partners have registered a single Opportunity, Qualified status may be granted to the Channel Partner that discovered the Opportunity, is actively engaged, is driving and pursuing the Opportunity, and has completed the presales milestones set forth in Section 3.2.6. The Qualified Channel Partner may or may not have been the first Channel Partner to register the Opportunity. If multiple Channel Partners have invested in developing the Opportunity and Cisco cannot clearly determine which Channel Partner drove the Opportunity, all registrations will be rejected. In the event that multiple Channel Partners register the same Opportunity via different Cisco programs or promotions to receive additional discounting or special pricing, then Cisco will grant the applicable benefit to the Channel Partner whose Opportunity was approved first in time among all approved registrations. In the event that a Channel Partner receives discounting under the Cloud and Managed Services Channel Program (CMSP), OIP applies to Cisco Product Resale transactions, excluding transactions where the Cisco Product is used by a Channel Partner in the provision of their managed services offering to their end users. Accordingly, Channel Partners enrolled in Cisco's Cloud and Managed Services Program may receive discounting above the OIP discount or the OIP non-standard discount.

5.3. Approval

Cisco will inform a Channel Partner in writing via CCW when Approved status has been achieved. CCW electronically sends formal notification to the e-mail address that the Channel Partner used to register the Opportunity. Channel Partners should not quote discounts or pricing to the Customer until the Registered Opportunity is Approved via CCW and Channel Partner receives written notification as set forth above. Approvals other than the formal written notification from CCW, including any verbal approvals, are not binding on Cisco.

5.4. Registrations are valid for six (6) months from the date that the Opportunity reached Qualified status. Channel Partner may request a one-time extension of the Registration of no more than six (6) months if the sale has not closed by the end of the initial six month Term. Extensions may require additional documentation and/or review as requested by the Cisco OIP Program Manager, and will be granted at Cisco's discretion. Refer to Section 9 (Financing) for rules regarding extensions for financed purchases.

6. Reasons for Rejection or Revocation of a Registration

6.1. If, at any time, Cisco receives information that would otherwise make the Opportunity or the Channel Partner ineligible for the Registration, Qualification, or Approval, then Cisco reserves the right to reject or revoke that Registration, Qualification, or Approval. This includes Channel Partner's failure to satisfy any of the requirements set forth in Section 3 of these Terms and Conditions.

6.2. Prior to rejecting or revoking any Qualified or Approved Registration, the Cisco Account Manager must engage the OIP Operations team.

6.3. If a Channel Partner with a Qualified or Approved Registration does not satisfy any of the requirements set forth in Section 3 or Section 5 of these Terms and Conditions during the Term of the OIP Registration, then that Channel Partner must provide written notification to the Cisco Account Manager, and the Channel Partner must withdraw its OIP Registration for that Opportunity. If the Channel Partner fails to meet these requirements, the Cisco OIP Operations team may reject the Channel Partner's Qualified Registration or revoke the Channel Partner's Approved Registration. Upon Channel Partner's failure to meet these requirements for a Qualified or Approved Registration, the Cisco OIP Operations team may bar Channel Partner from participation in OIP for three (3) calendar months or bar Channel Partner from any future participation in OIP.

- 6.4. **Cisco reserves the right to terminate any pending Registered Opportunity, reject any Qualified Registered Opportunity, revoke any Approved Registered Opportunity, and disqualify a Channel Partner from future participation in OIP if the Channel Partner violates any of the provisions of these Terms and Conditions.**

7. **OIP and Special Pricing**

- 7.1. **By accepting the special pricing provided under OIP, Channel Partner acknowledges that the pricing is ONLY provided for the specific Registered Opportunity with the specific Customer listed in the OIP Registration process.** Registrations are only valid on an Opportunity by Opportunity basis, and do not apply to the entire customer account. OIP discounts may not be used for Channel Partner's internal use or for resale to other Resellers. Cisco Channel Partners are not considered Customers under OIP.

7.1.1. If Cisco determines that Channel Partner has used special OIP pricing for resale to any other Customer, for another Opportunity, or in any other fraudulent manner, Cisco may, in addition to all of its other rights and remedies, all of which are reserved, (a) invoice Channel Partner for the difference between such additional discount and Channel Partner's then-current standard Resale discount; (b) audit Channel Partner's purchases pursuant to the Audit provision in the Channel Partner's Resale Agreement, and invoice Channel Partner for all reasonable costs incurred by Cisco in its performance of the audit; (c) suspend Channel Partner's access to price deviations and other Cisco sales and marketing programs; (d) suspend shipments to Channel Partner; and/or (e) terminate Channel Partner's Resale Agreement pursuant to the termination rights set forth therein.

- 7.2. Channel Partner may not rely on or utilize OIP pricing in its price quotes to Customer until Channel Partner receives written confirmation from Cisco via CCW that the Registered Opportunity is Approved.

7.3. **Non-Standard Discounting**

If an Opportunity is Approved under OIP and subsequently requires further special pricing, additional non-standard discounting may be issued. In such a case, one non-standard discount will be made available to all Channel Partners bidding on the Opportunity, and a second non-standard discount will be made available exclusively to the OIP Channel Partner for the Term of the Registration. This additional OIP non-standard discount will be over and above the generally available non-standard discount.

7.4. **Combining and Stacking Discounts**

The OIP discount cannot be combined or stacked with any other promotions, discounts, or credits offered by Cisco except those programs, promotions, discounts, or credits expressly approved by Cisco's Partner Incentive Council to work in conjunction with OIP.

8. **OIP Product and Service Eligibility**

8.1. **OIP Product Eligibility and Terms and Conditions**

8.1.1. Most Products listed on the GPL are eligible for special OIP pricing. Some exceptions include Refurbished Products and Incentive Restricted SKU Products. For a list of eligible Products, go to the Reward section of Partner Central, located at: www.cisco.com/go/oip-canada

8.1.2. The Channel Partner certifies that, for each Registered Opportunity, all Products and Services purchased under the Registered Opportunity will be delivered to the

Customer identified in the Registered Opportunity.

- 8.2. For Services to be eligible for the OIP discount:
 - 8.2.1. The Eligible Service SKU numbers must be included in the bill of materials and must match the Products listed.
 - 8.2.2. Phased rollouts of Approved Service SKU numbers will be allowed. However, bookings must occur prior to the Registration's expiration date.
 - 8.2.3. Eligible Service SKUs may be changed or added, provided that the Service SKUs still match the hardware listed in the bill of materials.
- 8.3. When a Channel Partner with an Approved OIP is purchasing directly from Cisco, the Channel Partner is eligible for the OIP discount on the GPL for Services on single or multi-year Service contracts. When ordering via distribution, the Channel Partner must negotiate pricing with that Cisco Authorized Distributor.
- 8.4. OIP Registrations cannot be used solely to purchase Services.
- 8.5. Cisco Learning Credits do not qualify for OIP discounts.
- 8.6. The Cisco Services Educational Discount Program can NOT be combined with the OIP discount.
- 8.7. Please see CCW for Services eligibility.

9. Confidentiality of OIP Information

- 9.1. Subject to the exceptions in this Section 10, any information shared between Cisco and its Channel Partner(s) related to OIP is Confidential Information as defined under the Channel Partner's Resale Agreement.
 - 9.1.1. Cisco may disclose to an inquiring Channel Partner whether that Channel Partner is eligible for OIP on that particular Opportunity.
 - 9.1.2. The Channel Partner with an Approved Opportunity may, at its discretion, disclose to the Customer that it has an additional earned discount from Cisco for the Opportunity. A Channel Partner with an Approved Opportunity may not disclose what Cisco incentive it has received, nor the discount earned, to the Customer or any other Channel Partner, unless required by law. That Channel Partner may not, however, disclose that information to other Channel Partners. Further, the Channel Partner may not disclose the value of the OIP earned discount to any Channel Partner or any Customer, unless required by law.
 - 9.1.3. If a Channel Partner does not receive an OIP on an Opportunity, then that Channel Partner must not disclose to the Customer (a) that they did not receive the OIP, (b) that another Channel Partner did receive the OIP, or (c) whether an OIP was granted for the Opportunity at all. This includes any discussion about what OIP is and the pricing that it may provide.
- 9.2. Breach of Confidentiality. If any Channel Partner breaches the confidentiality provisions contained in these Terms and Conditions, Cisco may reject the related Qualified Registration, revoke the related Approved Registration, and/or bar that Channel Partner from future participation in OIP.