

# WHITE SPACE ACCOUNTS PENETRATION PROMOTION

## TERMS AND CONDITIONS FOR CANADA

### 1. INTRODUCTION

#### a. Promotion Objective and Summary

- i. The **White Space Accounts Penetration Promotion** (the "**Promotion**") is launched by Cisco Systems, Inc. and its affiliates (as appropriate) ("**Cisco**"). The details of the Promotion as updated by Cisco from time to time are posted at [http://www.cisco.com/c/en\\_ca/partners/incentives-promotions/whip.html](http://www.cisco.com/c/en_ca/partners/incentives-promotions/whip.html)
- ii. The purpose of the Promotion is to facilitate the penetration of Cisco Products by eligible Cisco partners (individually referred to as "**Partner**") in White Space Accounts.

#### b. Promotion Period

- i. This Promotion commences on October 30, 2016 and continues until January 27, 2018 (the "**Term**"), unless terminated sooner by Cisco.

#### c. Promotion Territory

- i. This Promotion is available in Canada.

### 2. PROMOTION SCOPE AND PARTNER ELIGIBILITY

#### a. Partner Eligibility Requirements

- i. Partner must have a current and valid resale agreement with Cisco in place with Cisco that covers the Territory (such as a Cisco Indirect Channel Partner Agreement (ICPA), Systems Integrator Agreement (SIA), or other similar agreement) that authorizes the resale of Cisco Products and Services only to End Users (the "**Resale Agreement**"), and also be in good standing with the Cisco Channels Partner Program. This Promotion is subject to and governed by the terms and conditions of Partner's Resale Agreement in addition to the terms and conditions of this Promotion.
- ii. Partner must also be approved for the OIP or TIP programs.

#### b. Promotional Products

- i. The Eligible Products for this Promotion are all Cisco Products of the Global Price List (collectively, the "**Eligible Products**").

#### c. Promotional Deal Eligibility

- i. Partners can receive the Promotional Discount for those deals in which the relevant account is deemed as White Space Account. White Space Accounts are those accounts that meet at least one of the following conditions:
  - Accounts that have booked USD \$10,000 or less in the Territory over the last three-year period.
  - Accounts that have booked USD \$500,000 or less in Select in all ARCH Bookings over the last three-year period.

- ii. The aforementioned amounts shall be deemed as net prices. Eligibility is based on these bookings across the entire customer account.
- iii. Partner can reach out to Cisco partner account manager to obtain a full list of the White Space Accounts.

d. **Promotional Discounts**

- i. This Promotion provides Partners with an incremental discount (on top of the discount available to Partners under the Resale Agreement) of up to 4% off the Global Price List (the “**Promotional Discount**”) for Eligible Products. The Promotional Discount will automatically apply to orders once the Promotion has been approved.
- e. Promotional pricing can be stacked under the Cisco’s Opportunity Incentive Program (OIP) and/or Teaming Incentive Program (TIP) in the country or region where Partner is purchasing the Eligible Products. Promotional pricing can be combined with other incentives.

**3. ORDERING**

Partners with direct purchase agreements from Cisco may choose to place their order directly using CCW or through a Cisco authorized distributor. Partners who do not have a direct purchase agreement with Cisco must purchase through a Cisco authorized distributor.

**4. REGISTRATION AND APPROVAL**

- 1. Registration. Partner may register the opportunity using the Cisco Commerce Workspace tool (“**CCW**”). The purchase will only qualify for this Promotion if the system verifies that the account is a White Space Account appearing in the target list.

**5. GENERAL TERMS AND CONDITIONS**

a. Choice of Law and Jurisdiction

The Choice of Law and Jurisdiction provisions contained in the Resale Agreement shall apply to these Terms and Conditions and to the Promotion.

b. Confidentiality

- i. Any information shared between Cisco and Partner related to this Promotion is Confidential Information as defined under Partner’s Resale Agreement.
- ii. Breach of Confidentiality. If Partner breaches the confidentiality provisions contained in these Terms and Conditions or Partner’s Resale Agreement, Cisco may remove Partner from the Promotion and pursue other remedies, as appropriate.

c. Audit

Cisco may require an audit of Partner’s sales under this Promotion to ensure compliance with the intent of the Promotion. Cisco reserves the right to refuse to apply this Promotion to any non-compliant sales. Cisco may remove Partner from participation in this Promotion if Partner refuses an audit under this clause.

d. Capitalized terms

If a capitalized term is not defined in these Terms and Conditions, it shall have the meaning as ascribed to it in the Resale Agreement the Partner has with Cisco. 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.

e. Personal Data

Personal data will be processed only in accordance with Cisco's Privacy Policy which can be found at: <http://www.cisco.com/web/siteassets/legal/privacy.html>.

f. Acknowledgement

By participating in the Promotion, Partner acknowledges that it has read and understood the Promotion's Terms and Conditions above and that Partner agrees to such Terms and Conditions. Participation in the Promotion does not modify or waive Partner's obligations under any other Cisco agreements or arrangements, which shall remain in full force and effect.

g. Cisco reserves the right to modify or cancel this Promotion at its discretion without notice.

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

i. In addition to any of its other remedies, Cisco reserves the right to terminate Partner from participation in this Promotion for the following reasons: (i) submission of false, misleading, or incomplete program information, including claims for sales made under the Promotion; (ii) other fraud or abuse of this or other Cisco marketing or sales promotions or programs; (iii) the distribution of Products purchased from any source other than Cisco or a Cisco Authorized Distributor; and (iv) the sale of Cisco Products to anyone other than an End User, and/or any attempts to use these benefits against any other role that the partner may play in the ecosystem (i.e., using the Promotional Discount for a resale transaction where Partner is not providing outsourcing services).

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

k. Partner is responsible for understanding and complying with all federal, state, and local government rules regarding acceptance of credits or incentives.

l. If, at any time, Cisco receives information that would otherwise make the opportunity or Partner ineligible for the Promotion, then Cisco reserves the right to reject or revoke Partner's promotional registration or remove Partner's access to the Promotion.