

1. INTRODUCTION

1.1 Parties to the agreement

This **Cisco ASA5506-X FirePower with 1Y TAMC license package** (the “Promotion”), is launched by Cisco¹ and its affiliates (as appropriate) (“Cisco”). You, a Cisco authorized channel partner having a current direct agreement with Cisco, agree to the terms and conditions of this Promotion (“Promotion Terms”).

By registering (if required) or submitting a claim or acceptance of any benefits (which may include discounts, rebate, reward or other benefit) provided under this Promotion, you are confirming your acceptance of the terms and conditions of this Promotion.

1.2 Promotion Objective and Summary

Most Next Generation Firewall reduces risk by providing access control over applications and users. However, they do not eliminate threats. For superior protection, Cisco's Next Generation Firewall is able to provide deep visibility into and across the network, apply intelligent automation to identify threats, adapt protections to a dynamic network environment, and quickly scope and recover from attacks to minimize damage. To enable more customers to enjoy Cisco superior protection at affordable price points, Cisco is running this time bound ASA with FirePower Services promotion, which delivers all of the above-mentioned capabilities.

1.3 Promotion Period

This Promotion commences 1st December 2016 and ends on 29th of April 2017 unless terminated sooner by Cisco in its discretion.

Please take note of any registration, submission or other milestone dates specified for this Promotion.

2. PROMOTION SCOPE AND ELIGIBLE PARTICIPANTS

2.1 Detailed description of the promotion

The objective of this promotion is to change the market perception of Cisco Security low-end products and increase market awareness on Cisco's FirePower Services. With purchase of both Cisco's Firepower Services (*L-ASA5506-TAMC-1Y*) and Cisco's Firewall Product (*ASA5506X*), *the customer* is able to apply intelligent automation to identify threats, adapt protections to a dynamic network environment, and quickly scope and recover from attacks to minimize damage.

With this promotion, 1 unit of ASA5506-X can be purchase at a 99.9% discount when purchased with 1 unit of L-ASA5506-TAMC-1Y which would be at a discount of 55%. This promotion incentivizes market adoption to experience Cisco's integrated multi-layer threat protection functions and benefits from using AMP, IPS and URL Filtering

A new promotion code will be set up enabling distributors to POS the bundle purchase for a customer. This Promotion is not stackable with any other promotions.

¹ The Cisco entity offering this promotion is: for promotions in Australia, **Cisco Systems Australia Pty. Ltd.**; for promotions in Japan, **Cisco Systems G.K.**; for promotions in China, India and South Korea, **Cisco Systems International B.V.**; for promotions in all other countries in APAC, **Cisco International Ltd.**

2.2 Geographic scope

This Promotion is being made available in APAC (“Promotion Territory”) namely Australia, New Zealand, Singapore, Malaysia, Indonesia, Thailand, Vietnam, Philippines, and Korea

2.3 Promotion participation eligibility:

This Promotion is made available and offered to *all partners purchasing Cisco ASA5506-X FirePower together with 1Y TAMC license package from Cisco distributors only (This Promotions is not applicable to direct purchase from Cisco)*. This Promotion is available to Cisco Distributors that meet all of the participation criteria set out below (“Participating Distributor):

- (a) Participating Distributor has a current and direct agreement with Cisco pursuant to which it is authorized to:
 - (i) purchase and distribute to Cisco Authorized Resellers Cisco products or services (as applicable)]
- (b) Authorized Resellers has a current and direct agreement with Cisco pursuant to which it is authorized to:
 - (i) support and install Cisco products or services (as applicable) as part of its own value added offering]; and/or
 - (ii) resell, support and install Cisco products and services (as applicable)];(the “Agreement”) in one or more of the countries in the Promotion Territory. This Promotion is subject to and governed by the terms and conditions of the Agreement in addition to the terms and conditions of this Promotion.

The partner criteria for this promotion are as follows:

- *Available to 1-Tier partners & 2-Tier partners (ordering via an authorized distributor) who are purchasing from an authorized distributor in APAC*

3. PROMOTION OFFER, PAYOUT CRITERIA / METRICS AND KEY DATES

This Promotion offers to Participating Distributors 99.9% discount per 1 unit of ASA5506-X that is purchased together at the same time with 1 unit of license of L-ASA5506-TAMC-1Y at a discount of 55% for resale to the same Authorized Reseller who in turn is reselling to both the product and license to the same end customer

Participating Distributors can POS with new promotion code from 1st December 2016 to 29th of April 2017 unless terminated sooner by Cisco in its discretion.

3.1 Promotion discounts

The following discounts are available for Participating Distributors who meet the following requirements

(a) *Purchase of :*

Product ID	Discount (% off Cisco Price List)	Criteria
<i>ASA5506X (See Attachment [A] for each eligible PID for each country)</i>	<i>99.9% off using new promotion code</i>	<i>ASA5506-TAMC-1Y has to be purchased together and at the same time with ASA5506X for</i>

L-ASA5506-TAMC-1Y	55% off using new promotion code	the same Authorized Reseller and end customer to be eligible for the discounts
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The discounts offered under this Promotion are incremental to Participating Distributor's standard discount under the Agreement.

Definitions:

- (a) "POS" means point-of-sale transactions submitted to Cisco's Distributor Credit Automation (DCA) Tool in which the system will validate the claims based on discount rules at the time of sale.
- (b) "Eligible Product" means the SKUs set out in Attachment [A].
- (c) "Partner Individual" means a/an full time employee of a Participating Partner who has been approved by Cisco and Participating Distributor to participate in this Promotion.
- (d) "Net Booking" means the amount after the deduction of discounts from Cisco List price

4. PROMOTION REGISTRATION AND CLAIM PROCEDURE

4.1 Claim process and Discount Eligibility

In order for the Participating Distributor to qualify for the Promotion discount, Cisco requires the following:

POS has to be submitted in the Distributor Credit Automation (DCA) tool as per POS Template. Two entry line level has to be reported for ASA 5506X and L-ASA5506-TAMC-1Y separately for the same partner, end customer and address with new promotion code reported in Promotion Authorization number

POS reporting fields	Usage	
Cisco Standard Part Number	Mandatory Report field in POS template	Part number for ASA 5506X and L-ASA5506-TAMC-1Y has to be reported separately per line level of POS submission template in excel
End Customer Name End Customer Address1 End Customer Address2 End Customer City End Customer State/Province/County/Region End Customer Zip / Postal Code End Customer Country	Mandatory Report field in POS template	End-Customer is a party of interest to Cisco who is involved in the acquisition of Cisco's goods and services. As it relates to End-Customer data being submitted to Cisco, the name and address submitted should be that of the company that will utilize the equipment. While the install site is the exact location, to the building, where the equipment is located, the end-customer is the managing site for that installed equipment. End customer name and End customer address fields for both entry line submission of ASA 5506X and L-ASA5506-TAMC-1Y has to be identical to be eligible for the discounts in this promotion
Buyer/Reseller Name		Buyer/Reseller name means "Sold To" is an entity which places an order at an authorized Cisco distributor. x

Buyer/Reseller Partner Identification Buyer/Reseller Address1 Buyer/Reseller City Buyer/Reseller State/Province/County/Region Buyer/Reseller Zip / Postal Code Buyer/Reseller Country		Buyer/Reseller Partner Identification means Distributor Account Number for Reseller Buyer/Reseller Name, Buyer/Reseller Partner Identification and Buyer/Reseller address for both entry line submission of ASA 5506X and L-ASA5506-TAMC-1Y has to be identical to be eligible for the discounts in this promotion
Promotion Authorization Number	Mandatory Report field in POS template	Both line level entry must report on new promotion code
Cisco Standard Part Number	Mandatory Report field in POS template	Part number reported

Both line level transactions must be reported in the same Batch submission id to DCA tool. All required reported field has to be complete and accurate.

Cisco will reject and send back the POS submission for the new Promotion code transaction if the ASA5506X claim for the end partner and end customer does not have a corresponding POS submission for L-ASA5506-TAMC-1Y.

The existing POS template is available at the following URL in Distribution Central: https://www.ciscodistributioncentral.com/system/files/reports/pos_inventory_reporting_templates.xlsx

4.2 Cisco Contact person in respect of the Promotion

All communications with Cisco arising out of or connected with this Promotion should be addressed to Madhukar Tummala (mtummala@cisco.com) & Celine Mun (cmun@cisco.com)

5. GENERAL TERMS AND CONDITIONS

5.1 Changes in the Promotion

- a) Cisco reserves the right to cancel or modify this Promotion as determined by Cisco in its sole discretion. Any modification of these Terms and Conditions shall be communicated to the Participants by regular mail or e-mail.
- b) Cisco reserves the right to audit, terminate, suspend, amend, modify, revoke or cancel the Promotion, including (without limitation) the value of the rebates, the earning or claiming of rebates or eligibility criteria, in whole or in part, for any reason at any time without prior notice. Cisco will act reasonably in communicating with members through email and the website in the event of any Promotion changes.
- c) Cisco reserves the right to suspend or exclude a member from participating or continuing to participate in the Promotion if:
 - (i) In its reasonable opinion the Participating Distributor materially breaches these Promotion T&C's;
 - (ii) In its reasonable opinion the Participating Distributor's conduct is inconsistent with the object and intent of the Promotion or the Promotion T's & C's.

5.2 Terms applicable to all Participating Distributors

- a) You must keep full, true, and accurate records and accounts, in accordance with generally-accepted accounting principles, of each Product and Service purchased and deployed or distributed, by serial number, including information regarding Software usage and export or transfer.
- b) You must provide reasonable assistance to enable Cisco to audit the deployment of Cisco Products or Services.
- c) You agree not to disclose to any third parties, any information relating to such special discounts granted to you, and you shall adhere to the confidentiality obligations as set out in the applicable sale and purchase agreement between Cisco and you.
- d) In order to claim the Promotion discount or rebate, you must submit your claim form together with the following supporting documents to Cisco, within the timeframes specified in the Promotion Terms or, if no deadline is specified, no later than thirty (30) days from the date of your submission of the Point of Sale (POS) Information to Cisco:
 - (i) Serial numbers of the relevant Cisco Products;
 - (ii) Promotion deal tracking number allocated by Cisco must be provided in the POS report and the claim form.
 - (iii) Such other supporting documents or information as may be required by Cisco from time to time.
- e) If Cisco Products which are supplied to you with promotion discounts are found to have been sold by you, to parties and for projects other than those specifically identified/approved by Cisco, then Cisco may, in addition to all of its other rights and remedies, all of which are reserved, undertake one or more or all of the following actions:
 - (i) invoice you for the difference between such promotion discount and the then-current resale discount in the applicable sale and purchase agreement between Cisco and you;
 - (ii) audit your purchases and invoice you for all reasonable costs incurred by Cisco in its performance of the audit;
 - (iii) suspend your access to price deviations and other Cisco sales and marketing programs;
 - (iv) suspend shipments to you; and
 - (v) terminate your applicable sale and purchase agreement with Cisco for cause.
- f) For avoidance of doubt, the promotion discount shall also be subject to all the terms and conditions set forth in the applicable sale and purchase agreement between Cisco and you, except for any deviation in the discount level.

5.3 Compliance with the laws

- a) Cisco reserves the right to disqualify any Participating Distributor from participation in the current Promotion and/or any future reward promotion campaign or promotion, and cancel (without any liability to the affected Participating Distributor) all associated rewards if Cisco determines, at its sole discretion, that the Participating Distributor's participation in the Promotion, or receipt of a reward, is in violation of the Promotion Terms, or if the Participating Distributor is ruled to be ineligible or the receipt of a reward or the Promotion itself violates the governing law of the Agreement and/or the laws of the country in which the Participating Distributor normally resides and works or operates as well as the laws of the country in which the Participating Distributor is incorporated and operates.
- b) Likewise, Cisco reserves the right (i) to disqualify and cancel (without any liability to the affected Participating Distributor) all associated rewards of any Participating Distributor Cisco suspects of fraud or other unlawful conduct in implementing the Promotion or (ii) to disqualify and cancel (without liability to the affected participant) all associated rewards of any participant who Cisco believes has purchased products in violation of its Cisco's channel partner Agreement. At a minimum, that Participating Distributor's account will be frozen during the review period and no activity will be allowed to transact against it.

5.4 Copyright provision:

- a) Copyright © 2012 Cisco Systems, Inc. All rights reserved. Cisco, Cisco Systems, and the Cisco Systems logo, are registered trademarks or trademarks of Cisco Systems, Inc. and/or its affiliates in the U.S. and certain other countries. All other trademarks mentioned in this document or Web site are the property of their respective owners. The use of the word 'partner' or 'channel partner' does not imply a partnership relationship between Cisco and any other company.
- b) The design and content of the Promotion, the Promotion website, any related materials, services and software (including but not limited to text, sound, photographs, graphics or other material contained in the Promotion communications, advertisements or messages, whether by Cisco or Cisco's advertisers or channel partners) are protected by copyrights, trademarks, service marks, patents and/or other intellectual property rights and laws, and their use is permitted only as expressly authorized by Cisco or as required by law.

5.5 LIMITATION OF LIABILITY:

BY ENTERING AND/OR ACCEPTING A PRIZE, PARTICIPANTS (INCLUDING PARTICIPATING DISTRIBUTORS AND/OR PARTNER INDIVIDUALS, AS APPLICABLE) AGREE THAT CISCO, ITS SUBSIDIARIES, AFFILIATES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE HELD HARMLESS BY PARTICIPANT FOR ANY LIABILITY FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND TO PERSONS (INCLUDING DEATH OR DISABILITY), AND/OR PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE OR PARTICIPATION IN THE PROMOTION. NOTHING IN THESE TERMS SHALL AFFECT A PARTY'S LIABILITY FOR FRAUD, BODILY INJURY OR DEATH.

5.6 Additional clauses

- a) References to years and quarter are with based on Cisco's financial year and corresponding quarters.
- b) Cisco's calculation and/or evaluation of discount eligibility are final and determined in Cisco's absolute discretion and will be based on information available to and in possession of Cisco at the relevant time.
- c) Cisco reserves the right and you agree to allow Cisco to audit all Participating Distributor and Partner Individual claims and request supporting documentation.
- d) This Promotion is not stackable with any other promotion or program and is offered to the exclusion of all other offers that Cisco may make available to its channel partners, irrespective of Participating Distributor's or Partner Individual's eligibility for such other promotions and programs.
- e) These terms contain all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise has been given nor shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to accepting these terms. Neither party has relied on any prior representations, undertakings or promises and the parties hereby waive any right, claim or remedy which they might otherwise have had in relation to them.
- f) The submission of false, incomplete, or misleading claims in connection with the Promotion may constitute fraud.
- g) Cisco is a registered trademark of Cisco Systems Inc. in the United States and other countries.
- h) Nothing under this program and the present terms and conditions shall be construed as setting minimum purchase requirements.
- i) Choice of Law and Jurisdiction. With respect to Participating Distributor, the Choice of Law and Jurisdiction provisions incorporated in the channel partner Agreement shall apply to these terms and to the Promotion. With respect to Partner Individuals, these terms and the Promotion

shall be governed by: in the case of Australia, the laws of Victoria; in the case of Japan, the laws of Japan; for all other countries in APAC (excluding Australia and Japan), the laws of England and Wales. Any dispute between Partner Individual and Cisco, arising out of or in connection with this Promotion, including any question regarding its existence, validity or termination, shall be subject to the exclusive jurisdiction of the courts the aforementioned state or country (as applicable).

- j) Severability: If any provision of these terms is found to be illegal, invalid or unenforceable under any applicable law, such provision shall, insofar as it is severable from the remaining terms, be deemed omitted from these terms and shall in no way affect the legality, validity or enforceability of the remaining terms.



ATTACHMENT (A)

PIDs and PP code to use for POS eligibility

Country	PP Code	ASA5506X PID
Australia	PP-ASA5-170121-00631	ASA5506-K9
New Zealand	PP-ASA5-170121-00632	ASA5506-K9
Singapore, Malaysia, Indonesia, Thailand, Philippines, Vietnam	PP-ASA5-170121-00632	ASA5506-K8
Korea	PP-ASA5-170121-00632	ASA5506-K9