

SPARK ROOM KIT PROMOTION HK AND MACAU

TERMS AND CONDITIONS

1. INTRODUCTION

a. Promotion Objective and Summary

- i. The Spark Room Kit Promotion HK and Macau (the "**Promotion**") is launched by Cisco Systems, Inc. and its affiliates (as appropriate) ("**Cisco**").
- ii. The purpose of the Promotion is to enable eligible Cisco partners (individually referred to as "**Partner**") to purchase certain products at an additional discount for resale.

b. Promotion Period

- i. The Promotion commences on January 10, 2018 and continues until April 27, 2018 (the "**Term**"), unless terminated sooner by Cisco.

c. Promotion Territory

- i. The Promotion is available in Hong Kong and Macau.

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**"), be at least a Registered Partner, and 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.

b. Promotional Products

- i. The eligible products and eligible services for the Promotion are the following:

Spark Room Kit and Spark Room Kit Plus GPL models
Spark Room Kit and Spark Room Kit Plus MSRP models
Spark Subscriptions
SmartNet

(collectively, the "**Eligible Products**").

c. Promotional Discounts

- i. The Promotion provides Partners with the following discounts off the Global Price List (the "**Promotional Discount**") for Eligible Products. The Promotional Discount will be automatically applied to orders.

<u>Eligible Product</u>	<u>Promotional Discount</u>
Spark Room Kit and Spark Room Kit Plus GPL models	70%
Spark Room Kit and Spark Room Kit Plus MSRP models	40%
Spark Subscriptions	40%
SmartNet	65%

- d. Promotional pricing cannot be combined or stacked with any other programs, 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 the Promotion.

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. 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 the 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 the Promotion to ensure compliance with the intent of the Promotion. Cisco reserves the right to refuse to apply the Promotion to any non-compliant sales. Cisco may remove Partner from participation in the 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 the 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 the 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. The 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.