

C9K SEED PROMOTION TERMS AND CONDITIONS

1. INTRODUCTION

a. Promotion Objective and Summary

- i. The C9K Seed 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 <https://cisco.jiveon.com/docs/DOC-1802494>.
- ii. The purpose of the Promotion is to enable eligible Cisco partners (individually referred to as “**Partner**”) to accelerate sales, technical readiness and adoption of the Catalyst 9300.

b. Promotion Period

- i. The Promotion commences on January 1, 2018 and continues until July 27, 2018 (the “**Term**”), unless terminated sooner by Cisco.

c. Promotion Territory

- i. The Promotion is available in Greater China: China, Taiwan, 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.
- ii. Additional Requirements. To qualify, a minimum of three sales team members (AM, SE, PSS, etc.) from each partner organization must complete all of the following:
 - a) Watch the four required VoDs online, and
 - b) Pass the Colt exam.

b. Promotional Products

- i. The Eligible Products for the Promotion are the following products: Catalyst 9300, Models listed below (collectively, the “**Eligible Products**”).

- ii. Models:
 - C9300-48U-A Catalyst 9300 48-port UPOE, Network Advantage
 - C9300-24U-X Catalyst 9300 24-port UPOE, Mjig
 - C9300-NM-8X Network Module
 - Cisco One Advantage 3Y Subscription
- iii. Models and quantities offered for this Promotion are determined at the discretion of Cisco.

a. **Promotional Discounts**

- i. Partners participating in this program are eligible to receive **up to 4 units** of Eligible Products with 100% discount off the applicable price list (the “**Promotional Discount**”). For Partners in China, the Cisco China Price (CPL) applies and for Partners in Taiwan, Hong Kong and Macau Global Price list (GPL) applies.
- b. 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.

2. **REGISTRATION AND APPROVAL**

- a. Registration. Partner may register the opportunity using the Cisco Commerce Workspace tool (“**CCW**”).
- b. Approval.
 - i. Upon review and approval by Cisco (approval will be provided once the Partner passed the COLT exam), the opportunity will be listed as “Approved” in CCW. Once the opportunity is Approved, Partner is eligible to receive the Promotional Discount during the Term.
 - ii. Orders cannot exceed the number of authorized units as set out in the email sent to the Eligible Partners

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.