

## 1. INTRODUCTION

### 1.1 Parties to the agreement

This China 5525 promotion (the “Promotion”), is launched by Cisco<sup>1</sup> 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

The goal is to enable partners to benefit from certain security solutions at a discounted price.

### 1.3 Promotion Period

This Promotion commences on 3th May 2018 ends on 39th June 2018 unless terminated sooner by Cisco in its discretion.

## 2. PROMOTION SCOPE AND ELIGIBLE PARTICIPANTS

### 2.1 Detailed description of the promotion

Any registered direct partners (DVAR partners, Distributors and Resellers) meeting the eligibility requirements can benefit from an up front discount on Security Products.

### 2.2 Geographic scope

This Promotion is being made available in *GC China mainland* (“Promotion Territory”)

### 2.3 Promotion participation eligibility:

This Promotion is made available and offered to all partners/customers purchasing Cisco Ransomware Solutions products. (“Participating Partners”) that meet all of the participation criteria set out below.

- Partner must have a current and valid resale agreement with Cisco in place with Cisco that covers the Territory (such as Distributor Agreement) that authorizes the Distribution of Cisco Products and Services to Cisco Authorized Channels (the “**Resale Agreement**”), be at least a Registered Partner, and be in good standing with the Cisco Channels Partner Program. This Program is subject to and governed by the terms and conditions of Partner’s Resale Agreement and the MOU, in addition to the terms and conditions of this Program.

## 3. PROMOTION OFFER

### 3.1 Promotional Products

3.1.1 The Eligible Products for the Promotion are the SKUs listed in Exhibit A (collectively, the “**Eligible Products**”).

### 3.2 Promotional Discounts

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<sup>1</sup> 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 all other countries in APAC, **Cisco Systems International B.V.**

The Promotional Discount is show in the Exhibit a

#### **4. PROMOTION REGISTRATION AND CLAIM PROCEDURE**

##### **4.1 Registration.**

Partner may register the opportunity using the Cisco Commerce Workspace tool (“CCW”).

##### **4.2 Approval.**

Upon review and approval by Cisco, 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.

##### **4.3 Cisco Contact person in respect of the Promotion**

All communications with Cisco arising out of or connected with this Promotion should be addressed to: Cheng Feng

#### **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 Partner materially breaches these Promotion T&C’s;
  - (ii) In its reasonable opinion the Participating Partner’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 Partners**

- a) Cisco will extend special discount or rebate (as applicable) to you, in consideration of your agreeing to resell specific Products and/or Services to a specific categories of customer(s) as contemplated by the Promotion objectives and terms. Such arrangements may require your agreement to resell such Products / Services below a particular price. No such arrangement shall limit your ability to sell any such Products / Services below the maximum price identified by Cisco (if any).
- b) In order for a transaction to be eligible for this Promotion, the POS for the transaction (i.e. date of resale by a Cisco Authorised Distributor (“Distributor”) to the Participating Partner must take place during the Promotion Period. The Distributor must provide evidence supporting the POS data including, without limitation, the supporting documents set out below.
- c) 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.

- d) You must provide reasonable assistance to enable Cisco to audit the deployment of Cisco Products or Services.
- e) 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.
- f) 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.
- g) 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.
- h) 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 Partner from participation in the current Promotion and/or any future reward promotion campaign or promotion, and cancel (without any liability to the affected Participating Partner) all associated rewards if Cisco determines, at its sole discretion, that the Participating Partner's participation in the Promotion, or receipt of a reward, is in violation of the Promotion Terms, or if the Participating Partner 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 Partner normally resides and works or operates as well as the laws of the country in which the Participating Partner is incorporated and operates.
- b) Likewise, Cisco reserves the right (i) to disqualify and cancel (without any liability to the affected Participating Partner) all associated rewards of any Participating Partner 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 Partner'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 PARTNERS 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/rebate/reward 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 Partner 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 Partner'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 Partner, 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.



ANNEX A: Eligible Products and Discounts

Item Name	Discount %
ASA5525-K8	91.50
ASA5525-K9	91.50
ASA5525-FPWR-K8	91.50
ASA5525-FPWR-K9	91.50
L-ASA5525-AMP-1Y	91.50
L-ASA5525-AMP-3Y	91.50
L-ASA5525-AMP=	91.50
L-ASA5525-TA-1Y	91.50
L-ASA5525-TA-3Y	91.50
L-ASA5525-TA=	91.50
L-ASA5525-TAC-1Y	91.50
L-ASA5525-TAC-3Y	91.50
L-ASA5525-TAC=	91.50
L-ASA5525-TAM-1Y	91.50
L-ASA5525-TAM-3Y	91.50
L-ASA5525-TAM=	91.50
L-ASA5525-TAMC-1Y	91.50
L-ASA5525-TAMC-3Y	91.50
L-ASA5525-TAMC=	91.50
L-ASA5525-URL-1Y	91.50
L-ASA5525-URL-3Y	91.50
L-ASA5525-URL=	91.50
L-ASA5525T-AMP-1Y	91.50
L-ASA5525T-AMP-3Y	91.50
L-ASA5525T-AMP-5Y	91.50
L-ASA5525T-AMP=	91.50
L-ASA5525T-T-1Y	91.50
L-ASA5525T-T-3Y	91.50
L-ASA5525T-T-5Y	91.50
L-ASA5525T-T=	91.50
L-ASA5525T-TC-1Y	91.50
L-ASA5525T-TC-3Y	91.50
L-ASA5525T-TC-5Y	91.50
L-ASA5525T-TC=	91.50
L-ASA5525T-TM-1Y	91.50
L-ASA5525T-TM-3Y	91.50
L-ASA5525T-TM-5Y	91.50
L-ASA5525T-TM=	91.50
L-ASA5525T-TMC-1Y	91.50
L-ASA5525T-TMC-3Y	91.50
L-ASA5525T-TMC-5Y	91.50

L-ASA5525T-TMC=	91.50
L-ASA5525T-URL-1Y	91.50
L-ASA5525T-URL-3Y	91.50
L-ASA5525T-URL-5Y	91.50