

APJ TP ENDPOINT BUNDLES PROMOTION FOR APJ DISTRIBUTORS

TERMS AND CONDITIONS

1. INTRODUCTION

a. Promotion Objective and Summary

- i. The APJ TP Endpoint Promotion (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 Distributors (individually referred to as “**Distributor**”) to provide a better discount for certain bundle of Cisco Products with subscription.

b. Promotion Period

- i. The Promotion commences on February 28, 2019 and continues until July 27, 2019 (the “**Term**”), unless terminated sooner by Cisco.

c. Promotion Territory

- i. The Promotion is available in Australia, New Zealand, Indonesia, Korea, Malaysia, Philippines, Singapore, Thailand, India, Japan, Hong Kong, Taiwan.

2. PROMOTION SCOPE AND ELIGIBILITY

a. Eligibility Requirements

- i. Partner must have a current and valid distribution agreement in place with Cisco that covers the Territory that authorizes the resale of Cisco Products and Services (the “**Distributor Agreement**”). This Promotion is subject to and governed by the terms and conditions of Distributor Agreement in addition to the terms and conditions of this Promotion.
- ii. Partners must be Software as a Service (SaaS) certified.

b. Promotional Products

- i. The Eligible Products for the Promotion are the following products in the table below: (collectively, the “**Eligible Products**”):

| Bundle | Part Number | Discount (%) GPL | Discount (%) APL |
|---------------|------------------|---------------------|---------------------|
| Webex Board | CS-BOARD55S-G-K9 | 65 | 68 |
| | A-SPK-SH-ND-SR | 27 | 27 |
| Room Kit | CS-KIT-K9 | 72 | 77 |
| | A-SPK-SH-ND-SR | 27 | 27 |
| Room Kit Mini | CS-KIT-MINI-K9 | 63 | 70 |
| | A-SPK-SH-ND-SR | 27 | 27 |

*In order to get discount listed in the table, Video endpoint need to bundle with subscription SKU.

c. Promotional Enrollment Requirements

- i. The Distributor will need to use the Fast Track promotion code in order to enjoy the bundle discount.

d. Promotional Discounts

- i. The Promotion provides Distributors with discounts in the table in section 2. b. i (the “**Promotional Discount**”). The Promotional Discounts are off the applicable Price List referenced in Distributor Agreement.
- ii. 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 to work in conjunction with the Promotion.

3. 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, the opportunity will be listed as “Approved” in CCW. Once the opportunity is Approved, Distributor is eligible to receive the Promotional Discount during the Term.
 - ii. If Distributor has a customer opportunity that is in multiple Territories, deal registration is required in each Territory. Global deal registrations are not supported.

4. GENERAL TERMS AND CONDITIONS

a. Choice of Law and Jurisdiction

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

b. Confidentiality

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

- c. Audit Cisco may require an audit of Distributor’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 Distributor from participation in the Promotion if Distributor 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 Distributor Agreement the Distributor has with Cisco. In the event of a conflict between the Distributor 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, Distributor acknowledges that it has read and understood the Promotion's Terms and Conditions above and that Distributor agrees to such Terms and Conditions. Participation in the Promotion does not modify or waive Distributor'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 Distributor 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 Distributor for the difference between such additional discount and Distributor's then-current standard Distributor discount; (b) audit Distributor's purchases pursuant to the Audit provision in Distributor Agreement, and invoice Distributor for all reasonable costs incurred by Cisco in its performance of the audit; (c) suspend Distributor's access to price deviations and other Cisco sales and marketing programs; (d) suspend shipments to Distributor; and/or (e) terminate Distributor Agreement pursuant to the termination rights set forth therein.

i. In addition to any of its other remedies, Cisco reserves the right to terminate Distributor 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; and (iv) the sale of Cisco Products to anyone other than Cisco authorized channel partners as listed on Partner Locator.

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

k. Distributor 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 Distributor ineligible for the Promotion, then Cisco reserves the right to reject or revoke Distributor's promotional registration or remove Distributor's access to the Promotion.