

## FY18Q4 COLLABORATION SLB PROMOTION

### TERMS AND CONDITIONS

#### 1. INTRODUCTION

##### a. Promotion Objective and Summary

- i. The FY18Q4 Collaboration SLB Promotion (the "**Promotion**") is launched by Cisco Systems, Inc. and its affiliates (as appropriate) ("**Cisco**").
- ii. **Purpose.** The Promotion is intended to enable eligible Cisco channel partners ("**Channel Partner**") and Cisco distributors ("**Distributor Partner**") to Last Buy TB-EOS SX20-12X products.
- iii. Except for those sections that refer specifically to Distributor Partners, references to Channel Partner shall include Distributor Partners.

##### b. Promotion Period

- i. The Promotion commences on 30 April 2018 and continues until 28 July 28 2018 (the "**Term**"), unless terminated sooner by Cisco. Cisco reserves the right to extend the Promotion as needed.

##### c. Promotion Territory

- i. The Promotion is available only in Greater China: China Mainland (the "**Territory**").

#### 2. PROMOTION SCOPE AND ELIGIBILITY

##### a. Eligibility Requirements

- i. This Promotion is open to all Channel Partners.
- ii. Channel 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 Channel Partner's Resale Agreement in addition to the terms and conditions of this Promotion.
- iii. Distributor Partner must have a current and valid distribution agreement with Cisco in place 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 Partner's Distributor Agreement in addition to the terms and conditions of this Promotion.

##### b. Promotional Products

- i. The eligible products for the Promotion are the SKUs listed in Exhibit A (collectively, the "**Eligible Products**").

c. **Promotional Discounts**

- i. The Promotion provides Channel Partners with a 90.5% discount off the Price List reflected in Channel Partner's Resale Agreement or Distributor Agreement, as applicable, (the "**Product Discount**") for Eligible Products. The Product Discount will be automatically applied to orders.
  - ii. The Promotion provides Channel Partners with an 81% discount off the Price List reflected in Channel Partner's Resale Agreement or Distributor Agreement, as applicable, for the Service SKU listed on Exhibit A (the "**Services Discount**"). The Services Discount will be automatically applied to orders.
  - iii. The Product Discount and the Services Discount may collectively be referred to as the "**Promotional Discount**".
- 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. REGISTRATION**

- a. Channel Partner must register the opportunity by 28 July 2018 using the Cisco Commerce Workspace tool ("**CCW**").
- b. Cisco Contact person regarding the Promotion:

All communications with Cisco arising out of or connected with this Promotion should be addressed to: Kean Chang (keachang@cisco.com), Program Owner of this Promotion.

**4. ORDERING**

Channel Partners with direct purchase agreements from Cisco ("**1 Tier Partners**") may choose to place their order directly with Cisco using Cisco Commerce Workspace ("**CCW**") or through a Cisco Authorized Distributor. Channel Partners who do not have a direct purchase agreement with Cisco ("**2 Tier Partners**") must purchase from a Cisco Authorized Distributor.

**5. GENERAL TERMS AND CONDITIONS**

- a. Choice of Law and Jurisdiction

The Choice of Law and Jurisdiction provisions contained in Channel Partner's Resale Agreement or Distributor Agreement, as applicable, shall apply to these Terms and Conditions and to the Promotion.

- b. Confidentiality

- i. Any information shared between Cisco and Channel Partner related to the Promotion is Confidential Information as defined under Channel Partner's Resale Agreement or Distributor Agreement, as applicable.
- ii. Breach of Confidentiality. If Channel Partner breaches the confidentiality provisions contained in these Terms and Conditions or Channel Partner's Resale Agreement or

Distributor Agreement, as applicable, Cisco may remove Channel Partner from the Promotion and pursue other remedies, as appropriate.

c. Audit

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

i. In addition to any of its other remedies, Cisco reserves the right to terminate Channel 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 by Channel Partner (excluding Distributor Partners) of Cisco Products to anyone other than an End User, and/or any attempts to use these benefits against any other role that the Channel Partner may play in the ecosystem (i.e., using the Promotional Discount for a resale transaction where Channel Partner (excluding Distributor Partners) is not providing outsourcing services).

- j. Channel Partner is free to determine its minimum resale prices unilaterally. The Promotion is not a commitment or a guarantee that Channel Partner will increase margins and profitability.
- k. Channel 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 Channel Partner ineligible for the Promotion, then Cisco reserves the right to reject or revoke Channel Partner's promotional registration or remove Channel Partner's access to the Promotion.

EXHIBIT A

LIST OF ELIGIBLE PRODUCTS

CTS-SX20N-C-12X-K9  
CTS-MIC-TABL20+  
CTS-PHD1080P12XS2+  
PWR-60W-SX-AC  
PWR-CORD-CN-A  
CAB-ETH-5M  
BRKT-PHD-MONITOR  
CAB-2HDMI-3M  
CAB-HDMI-PHD12XS  
CTS-SX20N-C-CODEC  
CTS-NAL-SX20  
LIC-S52010-CE-K9  
CTS-MIC-TABL20  
CAB-MIC20-EXT  
CTS-MIC-CLNG-G2  
SW-S52010-CE9-K9

SERVICE SKU

CON-ECDN-CTSSX2NX  
CON-ECDN-CTSMICT2  
CON-ECDN-CTSMICG2