



Cisco Systems International BV Promotion EM2-032

Cisco Services Sales - SMARTnet Promotion - 3-4-2

EMERGING MARKETS - 2 Tier Version

(NOT APPLICABLE IN LATAM, RUSSIA and EU STATES) –

Version: 1

To: Cisco Distributors in CIS, MEA, and EE

From: Emerging Promotions

Please contact mashraff@cisco.com with any queries on this promotion.

Term of validity: 16th January – 31st July 2010

IMPORTANT NOTICE: BY PARTICIPATING IN THE PRESENT PROMOTION, YOUR COMPANY HAS ACKNOWLEDGED, UNDERSTOOD AND ACCEPTED ANY AND ALL TERMS AND CONDITIONS, AS STATED IN THIS DOCUMENT (AS MAY BE UPDATED FROM TIME TO TIME BY CISCO). FOR THE REMAINDER, YOUR DIRECT CISCO SYSTEMS INTEGRATOR AGREEMENT REMAINS IN FULL FORCE AND EFFECT AND APPLICABLE TO YOUR PARTICIPATION IN THIS PROMOTION.

Introduction and overview

This promotion is available for Smart Foundation (SMBSA), SMARTnet Next Business Day (SNT), Cisco Services for IPS (SU1) and Smart Care (CNL) service levels. All eligible Cisco part numbers may use this promotion. To check if the part number is eligible for the service level, check at www.cisco-servicefinder.com

The promotion is available to all Cisco Registered or Certified partners ordering via authorised distribution channels using the SMS3 quoting and ordering tool.

Under this promotion partners ordering three year SMARTnet or Smart Care via distribution will be able to purchase three years fixed duration SMARTnet or Smart Care coverage for twice the price of a single year of coverage. This represents an additional 28% discount over the price shown in SMS3 for a three year contract.

The promotion is available to all partners ordering via authorised distribution channels using the SMS3 quoting and ordering tool. The promotional discount cannot be combined with other discount led programs (such as OIP) but can be combined with a rebate program (for example Pay For Performance)

Details and scope of the promotion

To use this promotion, the reseller or distributor creates a 3-year quote using the SMS3 ordering tool. The SMS 3 contracts must include the reseller and end user details. The Distributor will need to download the quote and email it to their local Cisco Service contact person. The Cisco Service representative will then raise the DART for the specific quotes

The Cisco distributor will need to mention the quote numbers in the POS submission file when claiming the DART (please see additional documentation on POS submission) in order for the claim to be paid.

Eligible Product – ONLY THE PART NUMBERS BELOW ARE ELIGIBLE

Service Part Number	Service Description	Distributor Discount %
CON-SNT-SMS-1	SMARTnet NBD Service	56
CON-SNT-SMS-1000	SMARTnet NBD Service	56
CON-SU1-SMS-1	IPS NBD Service	56
CON-SU1-SMS-1000	IPS NBD Service	56
CON-SMBS-SMS-1	Smart Foundation NBD Service	56
CON-SMBS-SMS-1000	Smart Foundation NBD Service	56
CON-CNL1-SMS-1	L1 Smart Care NBD Service	56
CON-CNL1-SMS-1000	L1 Smart Care NBD Service	56
CON-CNL2-SMS-1	L2 Smart Care NBD Service	56
CON-CNL2-SMS-1000	L2 Smart Care NBD Service	56
CON-CNL3-SMS-1	L3 Smart Care NBD Service	56
CON-CNL3-SMS-1000	L3 Smart Care NBD Service	56
CON-CNL4-SMS-1	L4 Smart Care NBD Service	56
CON-CNL4-SMS-1000	L4 Smart Care NBD Service	56

Glossary

For the purposes of this promotion document, the terms listed below shall have the following meaning, whether capitalized or not:

“Cisco Distribution Partner or CDP” means a distributor authorized by Cisco to distribute Products and Services within the relevant Territory in accordance with the direct non-exclusive Cisco Distribution Partner agreement between Cisco and such CDP;

“Cisco Distributor” means a CDP or, currently in the relevant Territory (as specified by Cisco only), a distributor authorized by Cisco to distribute Products and Services within the relevant Territory in accordance with the direct CDP or, as the case may be, non-exclusive distribution agreement between Cisco and such CDP or Distributor;

“Cisco Authorized Distributor or CAD” means a distributor (“Cisco Authorized Distributor” or “CAD”) authorized by a Cisco to distribute the Products and Services within the relevant Territory (or the territories indicated in the Cisco Authorized Distributor Agreement) in accordance with the terms of the Cisco Distribution Partner or Distributor’s agreement with Cisco (including, without limitation, Cisco’s then current guidelines relating to the appointment of and agreement with any such Cisco Authorized Channel), as well as the Cisco Authorized Distributor Agreement between Cisco and such CAD;

“Cisco Reseller” means a reseller authorized to sell, support and install the Products and Services within the relevant Territory in accordance with the terms of the Indirect Channel Partner Agreement and/or the Cisco Distribution Partner or Distributor’s agreement with Cisco (including, without limitation, Cisco’s then current guidelines relating to the appointment of and agreement with any such Cisco Authorized Channel);

“Registered Partner” means a Cisco Reseller authorized to sell, support and install the Products and Services within the relevant Territory, which has signed the Indirect Channel Partner Agreement;

“Cisco Systems Integrator and/or 1tier partner” means a systems integrator authorized by Cisco to sell, support and install Products and Services within the relevant Territory in accordance with the terms of a direct purchase agreement between Cisco and such systems integrator.

“Cisco Authorized Channel” means, as further listed in the Distributor Locator as posted and updated from time to time on http://tools.cisco.com/WWChannels/LOCATR/jsp/distributor_locator.jsp, any of the above mentioned Cisco authorized channels distributing and/or reselling Cisco products and technology.

“Cisco” shall refer to Cisco Systems International BV, which is the promoter of this offer, Gebouw Building, Haarlerbergweg 13-19, 1101 CH Amsterdam, Netherlands part of the Cisco Systems group of companies.

“End User” is the final purchaser or licensee that (i) has acquired Product and/or Cisco Services for its own Internal Use and not for resale, remarketing or distribution, and (ii) is identified as such purchaser or licensee by Cisco Authorized Channel in the POS reporting.

“Territory” means the countries in which Systems Integrator, Cisco Reseller, Registered Partner or other Cisco channel partner having a direct agreement with Cisco, as the case may be, is authorised to resell Cisco Products and/or Services in accordance with a current agreement between itself and Cisco.

Standard terms and conditions for all Cisco Emerging Markets East and Central 2-tier backend claims

Version 1.4 per 1 January 2009

In order for a claim to be valid under any current and/or future promotional offer or program, it must be submitted in strict accordance with any, and all of the following conditions. Any claim not respecting these conditions shall be automatically invalid and thus refused and no rebate shall be due by Cisco.

1. Claim Submission

The Distributor must claim the promotional value as a back-end weekly rebate.

1.1 All rebate claims must be submitted through the DCA tool <http://www.cisco.com/cgi-bin/DcaCco/Home>

1.2 **Claims may be submitted using the following templates;**

- 1.2.1 Option 1, (POS template including rebate) as part of your **weekly** POS submission. If you are using option 1 those claims must be submitted before each Monday, 13:00 CET, following the week during which they became due
- 1.2.2 Option 2, (POS extraction and then claim submission). If you are using option 2 you must submit your claims on a **weekly** basis.
- 1.2.3 Option 3, (Universal template) manual claim submission. Option 3 claims can only be accepted for pre approved volume rebate claims and trade in claims or as may be otherwise specified explicitly by your 2-tier rebates contact on a case-by-case basis.

Please note that, in order to be valid, any and all claims must be submitted at the latest before the 10th of each month following the month of sale of the products and services.

Important information for claim submission

1.3.1 **End user details must be quoted on POS for ALL claims submitted unless otherwise specified in the promotion document. It is the Distributor's responsibility to retain relevant End User details to support the validity of any claim if required by Cisco for validation purposes.**

1.3.2 **WEB Voucher** - All claims submitted for WEB Voucher promotions must be status '**invoiced**' on WEB Voucher at the time of submission in order to be accepted as a valid claim. DCA will automatically reject any claims not invoiced at the time of submission. The unique WEB Voucher number must be used in the 'Promo number column' and the promotion number e.g. EM2-032 must be entered in the comments column for validation purposes.

1.3.3 **Price protection**- Price protection claims must be submitted via Inventory extract. Any products in transit at the time of a price decrease, as well as any exceptional claims for price protection must be submitted via Option 3, (Universal template) manual claim submission. These claims must be pre approved by your 2-tier rebates contact and the purchase order number must be quoted in the comments column of the claim.

1.3.4 **Volume rebate**- All claims submitted as a volume rebate via Option 3 (Universal template) must be split into service and product for each claim, submitted. In the column requesting the MFG part number, service must be listed as '**SERVICE**' and product must be listed as '**OTHER**'. Where applicable, all manual claims must also be split by reseller and country code.

1.4 Promotions containing '**bundle**' components are to be claimed as follows:

- 1.4.1 Option 1 (POS template including rebate claim), if all bundle components are on the same POS and claim. If a promotion contains several different bundles with different names or codes, the particular bundle being claimed must be clearly stated in the comments column.
- 1.4.2 Option 2 (via POS extract), once all products have appeared on POS. If a promotion contains several different bundles with different names or references, the particular bundle being claimed must be clearly stated in the comments column.
- 1.4.3 Using Option 1 or 2 and submitting a claim in two parts if there is a delay in shipping some product(s) within a bundle. The first claim must be recognised as a part bundle by entering 'part shipment' in the comments column and the second claim containing the remaining product(s) must be submitted using the same Distributor reference as the first claim and must be recognised as a part bundle by entering 'part shipment' and the 'Distributor reference' of the first claim in the comments column to create a complete bundle claim. If a promotion contains several different bundles with different names or codes, the particular bundle being claimed must be clearly stated in the comments column.

1.5.1 Cisco reserves the right to add, modify, change, improve, suspend or discontinue any product or promotion at any time without prior notice nor liability or costs.

1.5.2 These standard terms and conditions are subject to review by Cisco and any changes made will immediately be effective at the date specified by Cisco. Distributors will be notified via email address em-dist-finance@cisco.com and hereby acknowledge that such email notification will be sufficient for the updated standard terms and conditions to enter into force.

1.6 If Cisco re-instates a promotion, which has previously expired, those sales reported between the promotion end date and the re-instated date will not be eligible for a rebate claim against such promotion.

1.7 It is the Distributor's responsibility to realise the risk of placing orders for products to be covered by a specific promotion towards the end of a promotional period. The shipment and delivery of those products is governed by the standard Cisco terms and conditions as stated in the Cisco Distribution Partner ("CDP") or Distributor Agreement. Therefore, claims can only be accepted on products that have a POS date prior to the expiration date of the promotional period.

2. **Claim Rejections**

The Distributors will be able to download rejection files on a daily basis.

Therefore the following rejection timelines now apply;

2.1 Claims that have been rejected by CCO-DCA with the correction action 'Correction required', means it is the responsibility of the Distributor to correct the claim. Corrected claims must be resubmitted within five (5) working days of rejection by CCO-DCA, using the correction file attached to the Distributor Reported Claim Feedback reports. This enhancement will ensure minimal disruption to the validation and payment terms as outlined below.

2.2 End User details will be able to be updated by the Distributor during claim submission within the timeframes outlined above.

2.3 Claims that have been rejected by CCO-DCA with the correction action 'Entitlement error', means no action is required, as the claim has been rejected for a reason that cannot be corrected. However, if a Distributor wishes to dispute a claim that has been rejected due to an entitlement error this must be addressed to their 2-tier rebates contact within 5 working days of rejection by CCO-DCA in order to be admissible. The final decision of entitlement will be decided by Cisco only. If agreed by Cisco, a resubmission will be accepted for validation by the 2-tier rebates team.

2.4 A Distributor may not request – and will not be granted – to cancel a claim with the purpose of using another promotion for POS lines already claimed and paid.

3. **Closure Documents**

3.1 **Monthly Closure**

To ensure the terms and conditions outlined above are strictly adhered to, a monthly closure will be agreed upon between Cisco and the Distributor based on the Cisco fiscal month and completed no later than the 15th (fifteenth) of the 3rd (third) month following the month of the original transaction (sales out from Distributor to Authorized Channel) date. The format for such monthly closure is made available by Cisco.

The timeline for closures will be as follows:

Calendar Month 1 - sales submitted via POS with any eligible claims.

Calendar Month 2 - by 10th day of month 2, all claims must have been submitted for the previous month's sales. Any claims submitted after this date must be pre approved by your 2 tier rebates analyst for late submission.

By the end of Calendar Month 2, closure will begin. All rejected claims with correction required will have been resubmitted within 5 (five) working days of rejection. Any claims that have been rejected due to entitlement error but have been disputed by a Distributor following their own investigation will have been addressed to the appropriate 2-tier rebates contact. A final decision will also have been made by Cisco.

Calendar Month 3 - On the last working day of the month an email will be sent to the Distributor for agreement to closure and returned to Cisco by the 15th of Calendar Month 4. In case no reply is received by Cisco within such period, Distributor will be deemed to have finally accepted the closure of the claims, as covered by such email, including its attachment. If, for whatever reason, an email is not sent by Cisco on the first of the month as specified above, Distributor has 14 (fourteen) days from the date the document is sent to return such document to Cisco.

For example, any claims submitted to Cisco for date of sale in January based on the Cisco fiscal month will be closed by the 15th of Calendar Month March.

3.2 **Quarterly Closure**

Upon receipt of email closure for the last month of each quarter, a quarterly closure letter will be sent to the Distributor for signing and returned to Cisco within 15 (fifteen) working days. A return address will be advised by your 2 tier rebates contact. In case no reply is received by Cisco within such period, Distributor will be deemed to have finally accepted the closure of the claims, as covered by such letter. Cisco reserves the right to review payment of credit memos for outstanding current claims if a signed closure letter is not received within 30 (thirty) days from the date the document was sent to the Distributor.

4. **Validation guidelines**

Validation guidelines for 2-tier back-end rebates are as follows

4.1.1 **Product Promotion** – all valid, 100% error free submitted claims, to be validated within 10 (ten) days from the Monday following the date of submission.

- 4.2 Other promotion types** – all valid, 100% error free submitted claims, to be validated within 20 (twenty) days from the Monday following the date of submission
- 4.3 Resubmitted rejection file** - all valid, 100% error free resubmitted claims, to be validated according to the terms above.
- 4.4** The validation date does not equal payment date; however, Cisco will endeavour, on a commercially reasonable efforts basis, to ensure a credit is issued to your account within 10 (ten) days from the validation dates.

Please note: The validation and payment terms above are non binding estimated guidelines only. Cisco reserves the right to extend the validation terms where it is deemed necessary to obtain further clarification on the validity of certain claims following submission.

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5. General and important information for all Cisco promotional offers, promotions and/or programs

- 5.1** Any promotion and/or special pricing ONLY apply to Cisco Registered Partners, CADs, CDPs, or Cisco Systems Integrators. Also, the Cisco products eligible for the promotion or special pricing must be new Cisco products sourced either directly from Cisco or through a Cisco authorized channel in Europe or Cisco's Emerging Markets region, which, in turn, has sourced the product directly from Cisco or indirectly through another Cisco authorized channel in the relevant Territory.
- 5.2** The \$ (USD) rebate value is only valid when used in conjunction with the then current USD Wholesale Price List (WPL) or Global Price List (GPL), as applicable to the distributor, shown in any promotion. Any changes to the WPL or GPL, as applicable, will render this promotion invalid.
- 5.3** Any offer and/or promotion and/or special pricing and/or other program will not affect the purchase price indicated by Cisco on purchase orders or inventory valuation.
- 5.4** The SMARTnet or any Cisco maintenance/service for product(s) purchased related to products on any promotion will be based on the standard price value off the Wholesale Price List (WPL) of the hardware product, not on the special promotional price.
- 5.5** This promotion is subject to Product availability.
- 5.6** All applications will be deemed by Cisco to be submitted by an authorised representative of the Cisco Distributor and with the full approval of the owner/manager of the Cisco Distributor.
- 5.7** Cisco Distributor should note that by choosing to apply for this promotion it is deemed to have read, understood and agreed to the terms of Cisco's data protection notice which can be found at http://www.cisco.com/en/US/swassets/sw293/privacy_statement.html
- 5.8** Cisco reserves the right to amend these terms and conditions at any time to comply with applicable local laws.
- 5.9** If Cisco products, which are supplied to you with special discounts and/or special pricing as referred to herein, are found to have been sold by you to parties and for projects or purposes in breach of the present promotion terms and conditions, then Cisco may, in addition to all its other rights and remedies all of which are reserved, undertake one or more or all of the following actions:
- (a) Invoice you for the difference between such special discount and the then-current resale discount in the applicable sale and purchase agreement between Cisco and you;
 - (b) Audit your purchases and invoice you for all reasonable costs incurred by Cisco in its performance of the audit;
 - (c) Suspend your access to WEB VOUCHER and other Cisco sales and marketing programs;
 - (d) Suspend shipments to you and;
 - (e) Terminate your applicable sale and purchase agreement with Cisco for cause.

For avoidance of doubt, the special 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. By submitting your orders/claims based on the above special discount, you are deemed to have accepted all of the above terms and conditions.

- 5.10** Cisco reserves the right to request Cisco Distributor to submit complete and sufficient evidence of the delivery of the products concerned by the promotion and/or special pricing to the End User covered by such promotion, in accordance with the terms and conditions of such promotion and/or special pricing. Cisco Distributor will submit such evidence no later than 10 (ten) days as of Cisco's request. Unless prohibited by the applicable laws, Cisco reserves the right to contact the End User and/or Authorized Channel directly in order to verify the existence of a purchase order. Cisco Distributor agrees that Cisco may conduct audits in order to verify compliance of these guidelines, subject to the direct distribution agreement with Cisco, to the extent applicable.
- 5.11** All matters relating to this promotion or the interpretation or application of these terms and conditions, or disputes regarding eligibility for the promotion must be submitted in writing to Cisco at the address specified above within 3 (three) months of the claim, transaction or matter in question. Any such

disputes shall be resolved by Cisco at its sole discretion and its decision shall be final. This promotion and these terms and conditions will be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

Additional special terms and conditions

Please read the following additional special terms and conditions carefully before submitting your claim as these are specific to this promotion.

- 6.1 Any POS with a transaction date not within the validity period mentioned above is not eligible to be claimed against this promotion.
- 6.2 When submitting claims for this promotion through CCO-DCA you must quote '**unique DART ID/ PP reference claim number**' in the PROMO NUMBER column and 'Promo category (eg. **Composite/ OIP etc**)' in the PROMO TYPE column and **EM2-032** in the comments column.
- 6.3 Authorized Channel and End user details must be quoted on POS for ALL claims submitted. Otherwise rebates will not be paid.
- 6.4 In order to qualify for rebates under this programme, all POS reports must also include serial numbers associated with the (serialised) Products purchased.

Please note: any claims not complying with ANY conditions of this document may not be accepted or in case of acceptance by Cisco, without prejudice of any other rights that might be available to Cisco in contract or law, the latter may refuse at any time to comply with any of its obligations arising hereunder.

Combinations rules/ Additional special terms and conditions

This promotion cannot be combined with any other up-front discount program or promotion from Cisco.

These combination rules are correct as of the day this promotion document was written.