



Cisco Registered Reseller Payment Program: Europe

Program Rules

The Cisco[®] Registered Reseller Payment Program is part of a comprehensive suite of incentive programs designed to reward partners for investing in and building their Cisco practices.

The program provides a payment to qualifying partners based on their purchases of specific Cisco SMB products. Partners are encouraged to reinvest the Payment reward into their business to grow their Cisco business through various marketing and demand generation activities, training, demo equipment, or to apply the payments to the overall profitability of their Cisco business.

Cisco Registered Reseller Payment Program Rules

Participation Criteria

To be eligible to receive the Partner Payment, partners must have signed a valid ICPA (Indirect Channel Partner Agreement) and be a Registered partner showing on Cisco Partner Locator. Partners holding any Cisco Specialization or any other Cisco Certification will not be eligible for this program. Partners that do not maintain their ICPA will have ten (10) days to have their Registered Reseller Status reinstated without forfeiting the balance in their Payment Program account. If the Registered Reseller Status is not reinstated within that ten (10) day period, the balance of the current quarter's Payment Program account will be forfeited. Any remaining balance from previous quarters that has not been claimed will remain available until expiry. If the participating partner achieves a Cisco Certification during the program participation the partner will be removed from the Cisco Registered Payment program at the end of the fiscal month of participation.

Partners must register for the Registered Reseller Payment Program through the online tool, which can be found at: www.ciscopartners.com/rpp

Quarterly Incentive

At the end of each Cisco fiscal quarter, eligible partners that meet the participation criteria will accrue the below payment values based on their net POS (Sales Out) reported to Cisco from the Authorized Cisco Distribution Partners of the products and services included in the Qualified Product List. When purchasing through a Cisco Distribution Partner, partners must allow sufficient time for orders to reach Cisco. Only orders that have been shipped and invoiced from the Distributor to the reseller within the fiscal quarter are eligible.

Partners will be able to register for payment and view the balance of their account using the online www.ciscopartners.com/rpp.

Eligible Products	Payment Value
Fast Track Switching & Routing Products (Small Business and Small Business Pro)	Fixed cash back payment per fast track product sold
Fast Track Security, Voice and Mobility Products (Small Business and Small Business Pro)	Fixed cash back payment per fast track product sold
All Services sold for Fast Track product Products (excluding Linksys CoBo products)	2% Payment

Partners must meet a minimum amount of US\$100 for payment to be processed at the end of each quarter. Any partner achieving a payment of less than \$100 will be allowed to carry over the payment until the next quarter and claim two quarters together if the amount exceeds \$100. A maximum payment of \$3,000 will be accrued for a partner in a quarter. All Payment Program funds are subject to change until validated after the close of the Cisco fiscal quarter.

Qualified Product List

To view the list of products eligible for the Cisco Registered Reseller Payment Program, please go to <http://www.ciscopartners.com/rpp/pdf/RRPP-EligibleSKUList-Q4FY09.pdf>. Products will be added or deleted from the Qualified Product List only at the beginning of a Cisco fiscal quarter.

Enrollment

Partners may enroll in the Registered Reseller Payment Program any time after they have achieved their Cisco Registered Reseller status. Please allow up to 48 hours for your Registered Reseller status to be approved before enrolling into the Registered Reseller Payment Program. If the completed enrollment is not received prior to the start of the fiscal month, the partner will be required to wait until the next fiscal month to begin accruing funds. To enroll, the partner must visit the online Registered Reseller Payment Program website. The partner must accept the Terms and Conditions of the program to complete enrollment. The enrollment must be completed and processed before the end of Cisco's fiscal month in order to accrue PDF funds during that month. Please see appendix for a calendar of Registered Reseller enrollment dates.

Claiming

At the end of each quarter, and if the minimum balance of \$100 has been accrued, the partner will receive an invitation to claim their payment from Cisco. In order for you to claim your awarded payment, the partner must log into the Registered Reseller Portal and provide their bank account information and preferred currency in order to process their claim. On acknowledgement of claim, all registered users within the partner company will receive an email which will act as a self-billing invoice for your financial records. Your payment will be paid by EFT (Electronic Funds Transfer). Payments will be paid within 30 days of the online claim date. The Registered Reseller Payment reward will be available for three months after quarter end. If funds are not claimed within this three month period, they will expire and will no longer be available for claim. If no online claim is submitted no payment will be made.

The partner may update their banking details in the Payment Portal at any time. All claims can

only be paid to a company's bank account and will not be paid to an individual person or personal account.

Program Period

The current version of this program runs from April 27th, 2009 through July 25th, 2009. Re-enrollment will be required at the end of each Cisco fiscal year regardless of enrollment date.

Combinability

The Cisco Registered Reseller Payment Program can be combined with other programs and promotions for which the partner is eligible and if that program allows combinability with the Cisco Registered Reseller Payment Program.

Terms and Conditions

1. The current version of this program is valid from April 27th, 2009 to July 25th, 2009
2. No other SKUs or product families are eligible for the payment other than those SKUs specifically identified for these programs.
3. Payments and incentives will be paid only on the title-transfer resale of eligible products. Products purchased for a partner's internal use, or the use of an unaffiliated third-party where title is retained by the partner, are not eligible for program payments.
4. All balances/funds communicated to Cisco Registered Resellers belong to Cisco Systems until such time that Cisco has verified that a valid claim has been received for the funds and effectively transferred the corresponding amounts to the entitled Cisco Registered Resellers.
5. The Registered Reseller Payment funds accrued on the program period as defined under paragraph 1 are available to the partner after being validated after the close of each Cisco fiscal quarter, it being understood that no funds may be accrued after the end of the program period.
6. Cisco reserves the right to add or remove product SKUs from the eligible product list at the beginning of each Cisco fiscal quarter.
7. Partners that do not maintain their Registered Partner Status will no longer be able to accrue funds. If their current balance at termination is above the \$100 min. payout they can claim the remaining balance in their payment account within 30 days after quarter end.
8. It is reminded that only Cisco Authorized Distribution sourced product are eligible to be resold by any Cisco Registered Resellers, and therefore included in this program. 1-tier or Direct orders are not eligible and will not be included.
9. In order for an order claiming the program payment to be valid under any current and/or future 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 rejected. In such case, no payment shall be due by Cisco and the order will not be accepted until made compliant by the Cisco Distributor. Cisco shall cancel the said order in its ordering system if not made compliant within 2 (two) business days following the

initial order issued. The date of acceptance of the order by Cisco is the reference date for the applicability of the promotion document version.

10. Any payment ONLY applies to Cisco Registered Partners with valid terms and conditions under which the Cisco Distributor is not in breach of any term. Promotion is only valid for the Cisco Distributor and not its divisions or locations. Also, the Cisco products eligible for the payment must be new Cisco products sourced either directly from Cisco or through a Cisco authorized channel in the European Market, which, in turn, has sourced the product directly from Cisco or indirectly through another Cisco authorized channel in the European Market.
11. The payment value is only valid when used in conjunction with the then current EMEA USD Wholesale Price List (WPL) as applicable, shown in any program. Any changes to the WPL, as applicable, may render this program invalid. All products with the promotional payment must be ordered separately from other non-promotional items.
12. 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. Purchase orders benefiting from special pricing programs, payments or promotions are non-cancellable and the products are non-returnable.
13. 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.
14. This program is subject to product availability. This program cannot be retroactively applied to purchase orders already submitted, nor can the special pricing be applied to future orders, outside the scope of this program.
15. All program applications will be deemed by Cisco to be submitted by an authorized representative of the Cisco Registered Reseller and with the full approval of the owner/manager of the Cisco Partner.
16. The Cisco Registered Reseller Partner should note that by choosing to apply for this program 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/web/siteassets/legal/privacy.html>.
17. Cisco reserves the right to amend these terms and conditions at any time and to modify or cancel the program at anytime without notice and without any liability to Cisco. This program is not combinable with any other program, promotion or offer without Cisco's consent.
18. If Cisco products, which are supplied to you with payments as referred to herein, are found to have been sold by a Cisco Registered Reseller Partner to parties and for projects or purposes in breach of the these 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 Cisco Registered Partner for the difference between such payment and the then-current resale discount in the applicable sale and purchase agreement between Cisco and Cisco Registered Reseller Partner;
 - b. Audit Cisco Registered Partner's purchases and invoice Cisco Registered Partner for all reasonable costs incurred by Cisco in its performance of the audit;
 - c. Suspend Cisco Registered Partner access to WEB VOUCHER and other Cisco sales and marketing programs;

- d. Suspend shipments to Cisco Registered Partner and;
 - e. Terminate Cisco Registered Partner's applicable sale and purchase agreement with Cisco for cause.
19. For the avoidance of doubt, the special payment shall also be subject to all the terms and conditions set forth in the applicable sale and purchase agreement between Cisco and Cisco Registered Partner. By submitting orders/claims based on the above payment, Cisco Registered Partner is deemed to have accepted all of these terms and conditions.
 20. Cisco reserves the right to request Cisco Registered Partner to submit complete and sufficient evidence of the delivery of the products to the appropriate End User for which Cisco Registered Partner is claiming a payment. Cisco Registered Partner will submit such evidence no later than 10 (ten) days as of Cisco's request. Unless prohibited by applicable laws, Cisco reserves the right to contact the End User and/or Authorized Partner directly in order to verify the existence of a purchase order. Cisco Registered Partner 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. Cisco Registered Partner represents and warrants that before claiming any payment it will have a valid purchase order from an End User
 21. All matters relating to this program or the interpretation or application of these terms and conditions, or disputes regarding eligibility for the program must be submitted in writing to Cisco via mail to rrpsupport@external.cisco.com 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 program 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.
 22. 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.
 23. Cisco reserves the right to add, modify, change, improve, suspend or discontinue any product or program at any time without prior notice nor liability or costs.
 24. 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. Cisco's Registered Partner will be notified via email emea-2tier-finance@external.cisco.com and hereby acknowledge that such email notification will be sufficient for the updated standard terms and conditions to enter into force.
 25. If Cisco reinstates a program, which has previously expired, those sales reported between the program end date and the reinstated date will not be eligible for a payment claim against such program.
 26. It is the Distributor's responsibility to realize the risk of placing orders for products to be covered by a specific program towards the end of a program period. The shipment and delivery of those products is governed by the standard Cisco terms and conditions as stated in the Cisco Distribution Partner or Distributor Agreement. Therefore, claims can only be accepted on products that have a POS date prior to the expiration date of the program period.
 27. Please be informed that all invoices issued by you to Cisco Systems International BV s ("CSI BV") should be issued in conformity with local VAT requirements. If the invoice is not issued in conformity with these requirements, we are forced to reject the invoice immediately and return it to you. We advise you to contact your local tax advisor

for additional information.

28. The parties acknowledge that CSI BV regards the payments to partner under this Program to be remunerations for market penetration services performed by partner. As such, these services fall under the scope of article 56(1)b of EU VAT Directive 2006/112/EG and therefore subject to VAT in the Netherlands. If partner does not have its seat of business in the Netherlands, CSI BV will be obliged to account for the VAT (reverse charge mechanism) and partner should then not charge VAT. Should there be any circumstances at any time whereby either of the parties believe the VAT treatment should be different, this change will need to be justified in writing (by a justification letter in which all relevant regulations and laws leading to this changed conclusion are brought forward) by the party claiming this change in VAT treatment and will need to be accepted by the other party in writing prior to issue of invoices with this altered VAT treatment. If there is no agreement on the VAT treatment between the parties, the parties may jointly appoint an independent external expert for a final (binding) decision on the treatment. Costs for such external advice will be borne by the party wishing to change the VAT position as set out above.

Please be advised that invoice requirements by Member State can also be found at the trader's information pages of the European Commission:

http://ec.europa.eu/taxation_customs/taxation/vat/traders/vat_community/index_en.htm

28. Please be informed that CSI BV can not be held liable for any costs, including but not limited to, penalties or interest assessed by Tax Authorities following an incorrect VAT treatment on invoices issued by you. CSI BV reserves its right at all times to request for a VAT Credit Memo in cases whereby VAT was incorrectly charged by you.

Please be informed that if it is determined by an external expert that any indirect taxes (e.g. VAT, GST) and similar taxes of your country are due for marketing penetration services that you supplied to Cisco, all payment amounts that you are entitled to are deemed to be inclusive of such indirect and similar taxes*. Furthermore, as a local indirect tax payer you are responsible for assuring that any payment claim that you make to Cisco is treated correctly in the broadest sense of the word for indirect tax purposes in your country. If, based on an external expert's opinion, VAT of your country is due, Cisco requires a formal tax invoice to be issued, on which the local VAT charged is stipulated separately.

* Apart from the Netherlands

Program Contacts

For general support questions please contact: rrpssupport@external.cisco.com

Appendix

FY09 Cisco Registered Reseller Payment Program Enrolment Calendar

Partners must enroll and receive acceptance of joining the program before the date highlighted in blue in the calendar below to have their program participation back dated to the beginning of the fiscal month of registration.

Cisco Registered Reseller Partner Program Enrollment Calendar

First Quarter							Second Quarter							Third Quarter							Fourth Quarter										
Su	M	T	W	T	F	S	Su	M	T	W	T	F	S	Su	M	T	W	T	F	S	Su	M	T	W	T	F	S				
August							November							February							May										
Jul	27	28	29	30	31	1	2	Oct	26	27	28	29	30	31	1	Jan	25	26	27	28	29	30	31	Apr	26	27	28	29	30	1	2
Aug	3	4	5	6	7	8	9	Nov	2	3	4	5	6	7	8	Feb	1	2	3	4	5	6	7	May	3	4	5	6	7	8	9
	10	11	12	13	14	15	16		9	10	11	12	13	14	15		8	9	10	11	12	13	14		10	11	12	13	14	15	16
	17	18	19	20	21	22	23		16	17	18	19	20	21	22		15	16	17	18	19	20	21		17	18	19	20	21	22	23
September							December							March							June										
Aug	24	25	26	27	28	29	30	Nov	23	24	25	26	27	28	29	Feb	22	23	24	25	26	27	28	May	24	25	26	27	28	29	30
Sept	31	1	2	3	4	5	6	Dec	30	1	2	3	4	5	6	Mar	1	2	3	4	5	6	7	Jun	31	1	2	3	4	5	6
	7	8	9	10	11	12	13		7	8	9	10	11	12	13		8	9	10	11	12	13	14		7	8	9	10	11	12	13
	14	15	16	17	18	19	20		14	15	16	17	18	19	20		15	16	17	18	19	20	21		14	15	16	17	18	19	20
October							January							April							July										
Sept	21	22	23	24	25	26	27	Dec	21	22	23	24	25	26	27	Mar	22	23	24	25	26	27	28	Jun	21	22	23	24	25	26	27
Oct	28	29	30	1	2	3	4	Jan	28	29	30	31	1	2	3	Apr	29	30	31	1	2	3	4	Jul	28	29	30	1	2	3	4
	5	6	7	8	9	10	11		4	5	6	7	8	9	10		5	6	7	8	9	10	11		5	6	7	8	9	10	11
	12	13	14	15	16	17	18		11	12	13	14	15	16	17		12	13	14	15	16	17	18		12	13	14	15	16	17	18
	19	20	21	22	23	24	25		18	19	20	21	22	23	24		19	20	21	22	23	24	25		19	20	21	22	23	24	25

Enrolment Dates
 23 August, 2008 20 December, 2008 25 April, 2008
 20 September, 2008 24 January, 2008 23 May, 2008
 25 October, 2008 21 February, 2008 20 June, 2008
 22 November, 2008 21 March, 2008 25 July, 2008