



Resale of Cisco Services – General Terms

These general terms (“Terms”) describe the processes, roles, and responsibilities of the parties with respect to the purchase and resale of Cisco Services by Partner within the Cisco Services Partner Program (“Program”) and apply to purchases made directly with Cisco or from a Cisco authorized distributor (“Distributor”), as applicable.

For purposes of this document, the term “Partner” shall mean any partner authorized to purchase Services under the Program, including (1) an Integrator, when purchasing Cisco Services as authorized under an SIA or an STI Agreement; or (2) a Registered Partner, when purchasing Cisco Services as authorized under an ICPA. The terms “Integrator” and “Registered Partner” are defined in the SIA, STI Agreement, and ICPA, respectively. Partner may also be referred to as “Integrator” or “Reseller” in a SOW.

All capitalized terms not defined in the Glossary of Terms at the end of this document have the meaning ascribed in the agreement executed between Partner and Cisco (“Agreement”), in [How Cisco Provides Services](#), the SOW or in the Program documentation available at: <https://www.cisco.com/c/en/us/partners/partner-with-cisco/services-partner-program-cspp.html> (“Program Documents”). These Terms are intended to supplement the terms of the Agreement, [How Cisco Provides Services](#), the SOW and the Program Documents.

Purchase from Cisco

Procedure to Resell Technical Services

- Partner will provide the following information utilizing Ordering Tools, where applicable:
 - all requested End User information;
 - a preliminary Equipment List that includes the End-User’s Product information to be covered by the Services, including Cisco serial numbers; and
 - A valid Purchase Order from Partner to Cisco.
- Upon Cisco’s receipt of the above information, Cisco will:
 - Validate Product model(s) and serial numbers;
 - Provide an Equipment List and Maintenance Contract Number to Partner; and
 - Start providing Services on the date set forth on the Equipment List which may be up to sixty (60) days following the date of the Purchase Order acceptance by Cisco.

Procedure to Resell Advanced Services

- For Partner’s resale of Advanced Services, the following shall apply:
 - Partner will provide a request the particular Advanced Services to Cisco, which should include relevant End User information; and
 - Upon Cisco’s receipt of the request, Cisco will provide to Partner a quote for Services (“Quote”). A valid Quote will identify the Services (as applicable from the relevant Services Description), the respective responsibilities, of Cisco, Partner and End User, any special terms and conditions, the price for such Services and the period during which such Services shall be provided. Each Quote must (i) be agreed by Cisco and (ii) have a unique Cisco reference number. No Quote shall be valid without an accompanying Cisco reference number.
 - For Partner’s resale of the Advanced Services (described in the Quote), Partner shall issue to Cisco a valid Purchase Order that expressly references the valid Quote as agreed upon by Cisco and Partner.

- Upon Cisco's receipt of a valid Purchase Order described above, Cisco will:
 - Validate the Cisco reference number referred in the Purchase Order;
 - Assign a particular contract number for the Services to be performed; and
 - Start providing Services within sixty (60) days following the date of Cisco's acceptance of the Purchase Order.

Procedure to Resell Transactional Advanced Services

- For Partner's resale of Transactional Advanced Services, the following shall apply:
 - Partner will submit a request for the proposed Transactional Advanced Services to Cisco. The request should include the following information: End User name, relevant information regarding End User's Network(s), Product(s) and Software involved, and the scope of the requested Transactional Advanced Services;
 - Upon receipt of the request, Cisco will work with Partner to size and scope the proposed Transactional Advanced Services, and provide Partner with a quote for Transactional Advanced Services. If Partner accepts Cisco's quote, Cisco will provide a SOW which will identify the Transactional Advanced Services and any Deliverables, the respective responsibilities of Cisco, Partner and End User, any special terms and conditions, the price for such Transactional Advanced Services and the period during which such Transactional Advanced Services shall be provided;
 - Upon agreement and execution of the SOW by both parties, and receipt by Cisco of a valid Purchase Order that references the SOW, Cisco will schedule commencement of such Transactional Advanced Services pursuant to the SOW within forty-five (45) Business Days subject to the terms stated therein.

Purchase from Distributor

The quoting and ordering procedures for the purchase and resale of Cisco's Technical Services, Advanced Services, and Transactional Advanced Services are defined in the agreement between Partner and Distributor.

Procedure to Resell Technical Services

- Partner will resell Technical Services as described in the Agreement.

Procedure to Resell Advanced Services

- For Partner's resale of Advanced Services, the following shall apply:
 - Partner will provide a request for the particular Advanced Services, which should include relevant End User information;
 - Upon Cisco's receipt of the request, Cisco will provide to Partner's chosen Distributor a quote for Services ("Quote"). A valid Quote will identify the Services (as applicable from the relevant Services Description), the respective responsibilities of Cisco, Partner and End User, any special terms and conditions, and the period during which such Services shall be provided. Each Quote must (i) be agreed by Cisco and (ii) have a unique Cisco reference number. A Quote is only valid with an accompanying Cisco reference number; and
 - Upon Cisco's receipt of a valid Purchase Order from Distributor, Cisco will start providing Services within sixty (60) days following the date of Cisco's acceptance of the Purchase Order.
- Changes to Advanced Services will require a new Quote from Cisco and a new valid Purchase Order in accordance with the process defined above.

Procedure to Resell Transactional Advanced Services

- For Partner's resale of Transactional Advanced Services, the following shall apply:
 - Partner will submit a request for the proposed Transactional Advanced Services to Distributor and Cisco. The request should include the following information: End User name, relevant information regarding End User's Network(s), Product(s), and Software involved, and the scope of the requested Transactional Advanced Services.
- Upon receipt of the request, Cisco will work with Distributor and Partner to size and scope the proposed Transactional Advanced Services, and provide Partner with a description of the Transactional Advanced Services in the form of a SOW.

A valid SOW will identify the Transactional Advanced Services and any Deliverables, the respective responsibilities of Cisco, Partner and End User, any special terms and conditions, and the period during which such Transactional Advanced Services shall be provided.

- Upon agreement and execution of the SOW by both Cisco and Partner, and receipt by Cisco of a valid Purchase Order from Distributor that references the Quote, Cisco will schedule commencement of such Transactional Advanced Services pursuant to the SOW within forty-five (45) Business Days subject to the terms stated therein and continue: (i) until completion of the specified Service in the event a MCC is not required; or (ii) until the MCC has been signed off by End User in the event a MCC is required.
- Cisco cannot dictate or control the prices of the Distributor, including whether the Distributor passes to Partner any portion of a credit or additional discount. All pricing, invoicing, payment and other terms associated with Partner's purchase of the Services will be subject to a separate agreement between Partner and the Distributor. The Partner hereby consents and agrees to Cisco disclosing the SOW (including any amendments and any Change Requests) to the Distributor. The terms of the SOW shall be binding on Cisco and Partner notwithstanding such separate agreement between Partner and Distributor, or the payment for the Services by Partner to Distributor. If Distributor has not paid Cisco the Services fees when due and Cisco has not received payment within thirty (30) days after Cisco provides notice of such past due payment to Distributor, Cisco may without any liability whatsoever to Partner (i) withhold the provision of further Services until all amounts past due are paid in full, and/or (ii) immediately terminate the SOW.
- Changes to Transactional Advanced Services will require (i) an amended Quote from Cisco and, if stated in the Quote, a new valid Purchase Order from Distributor and (ii) a Change Request to the SOW as between Cisco and Partner. The new Purchase Order must reference the amended Quote.

Cisco Responsibilities

- Resale of Services. Unless otherwise agreed, Cisco will make available for resale by Partner only those Technical Services, including Service Provider Technical Services, if eligible, and Advanced Services listed at <https://www.cisco.com/c/en/us/about/legal/service-descriptions.html> and Transactional Advanced Services described in a Cisco SOW.
- The Service Descriptions at the above-referenced web site are available for Partner's redistribution to identified End Users. Cisco may provide copies of any of the Services Descriptions to Partner or an End User. Services are subject to the availability limitations specified in each Services Description and/or Quote.
- Cisco shall provide to End User the Services described in the applicable Services Description and/or the Quote, as Partner's subcontractor, for each Service purchased by Partner under this Attachment. Cisco may use subcontractors (under separate contract to Cisco) to perform the Advanced Services, the Transactional Advanced Services, and/or any portion(s) thereof.
- Survey and Inventory Review. Cisco reserves the right to survey an End User for the limited purpose of ensuring End User's satisfaction with the Services, or for Partner's and/or Cisco's Support. Cisco shall be entitled to perform an occasional inventory review of an End User's installed base and review serial numbers and other records (upon reasonable advance notice) to validate entitlement. Cisco reserves the right to charge a Service fee if it finds that unauthorized Services are being provided. For such purposes, Partner will timely provide End User contact and other relevant information, and procure End User's written consent to allow Cisco to contact the End User for such purposes. Cisco shall have the right, upon advanced notice to Partner, to suspend or terminate any portion of a Service in instances when it is unable to perform an inventory review or otherwise verify End User's entitlement to the Service.
- The applicable SOW(s) exclusively define the scope of the Transactional Advanced Services. Cisco is not responsible for providing any Services (to Partner or End User, as applicable) beyond those explicitly set forth in the SOW(s).

Partner Responsibilities

- For Transactional Advanced Services for which Partner has followed the above procedure to resell:
 - Prior to accepting a purchase order from an End User for such Transactional Advanced Services, Partner shall either:

- Ensure that for each Transactional Advanced Service purchased, End User understands Cisco's obligations to the Partner and End User's responsibilities and obligations to the Partner under the applicable SOW; or
- include the project scope and responsibilities of each party for each Transactional Advanced Service as set forth in the applicable SOW in its separate contract(s) with End User for each Transactional Advanced Service resold by Partner, and disclose that Partner has contracted with Cisco for the provision of such Transactional Advanced Services.
- For any SOW-based Services, each Purchase Order will include the following information: SOW/Project ID Number; Quantity, Price; Total Purchase Price; Bill-to, and Ship-to addresses; Requested Services Start Date; and Tax Exempt Certification (if applicable).
- Partner shall provide to Cisco, and Cisco shall ensure that its personnel or subcontractors make commercially reasonable efforts to comply with, End User's security regulations in their activities at End User sites or in connection with End User systems; however, Cisco's personnel or agents shall not be required to sign individual agreements with End User or Partner or waive any rights such personnel or agents might have.
- Partner is responsible for ensuring that End User utilizes Software for use with Products for which applicable Services and license fees have been paid.
- Partner shall provide to End User confirmation and registration materials for the Services to be performed as Partner's subcontractor, including, but not limited to, a copy of the Equipment List and Maintenance Contract Number.
- Unless otherwise required in a Service Description, Partner may take the First Call from the End User and may open a case with Cisco on behalf of the End User using the applicable Maintenance or other Contract Number and Cisco serial number. At all times, End User may call Cisco directly for support.
- Partner shall manage and escalate, in accordance with the Cisco Severity and Escalation Guideline (located at: https://www.cisco.com/c/dam/en_us/about/doing_business/legal/service_descriptions/docs/cisco-severity-and-escalation-guidelines.pdf. https://www.cisco.com/c/dam/en_us/about/doing_business/legal/service_descriptions/docs/cisco-severity-and-escalation-guidelines.pdf), all calls taken by Partner on behalf of the End User.
- In the event Partner resells Cisco Services in the territory of Japan, the additional responsibilities in Appendix A, Partner Additional Services Responsibilities - Japan, shall also apply.
- In the event Partner is eligible to resell Service Provider Technical Services, the additional responsibilities in Appendix B, Service Provider Technical Services shall also apply.
- Equipment List. Partner shall ensure that all Products (including serial numbers) for which Services are being provided are listed in the Equipment List(s).
 - Partner must provide thirty (30) days' notice of requested addition(s) to the Equipment List. In addition, thirty (30) days' notice is required for Product relocations and service level/Product configuration changes, where applicable. For Product on the Equipment List which End User has moved to a new location, Partner will notify Cisco in writing (i.e. via facsimile, electronic mail or using Cisco.com).
 - Equipment List may be revised for new Product, service level upgrades and Product configuration changes by Partner's submission of a Purchase Order to Cisco or Distributor, as applicable, that requests such revisions, and Cisco's acceptance thereof (based on availability). For such changes, Cisco will charge the pro-rated difference from the date upon which the change is requested to the end of the impacted Equipment List's term.
- Returns Coordination. Partner shall return (or ensure that End User returns) a failed Product that has been subject of Advance Replacement under a service in accordance with the [Cisco RMA Policy for Warranty and Hardware Support Contract Returns](#). Products must be returned within ten (10) calendar days of receipt of the replacement Product. Should Partner (or End User) fail to return such Product within thirty (30) days, Cisco reserves the right to invoice for the Product(s) shipped as a part of the Advance Replacement at Cisco's then current Price List. Failure to comply with these terms may also result in delay or denied services until resolved.

- **Unsupported End User List.** If Partner elects not to support Product at the time of Product purchase or if Product becomes unsupported due for whatever reason at some point subsequent to initial deployment, Partner shall refer End User information, including but not limited to End User name, address and phone number, to Cisco within 90 days of equipment becoming unsupported and authorizes Cisco to contact the End User for the express purpose of contracting directly for support services for the unsupported Product identified by Partner.
- **Renewals.** Prior to expiration of a service contract: (a) Cisco, or its authorized agents, may send reminders to both Partner and its End User; and (b) upon request by Cisco, Partner will reconfirm the End User's identity and service contract numbers of the expiring service contract(s); and (c) Partner will (i) initiate the renewal process with its End User and forward to Cisco or Distributor, as applicable, the completed renewal with Purchase Order or (ii) notify Cisco of Partner's intent to cancel Services. If, upon the expiration date of Cisco services for the Equipment, Cisco has not received a purchase order for the renewal, Cisco, or its authorized agents, may contact the End User to arrange for the renewal of Cisco services for the subject Equipment either directly with Cisco or via another Cisco-authorized reseller. In addition, Cisco may share certain information about the expired subscription with other partners to facilitate the End User's renewal.

Ordering

Purchase from Cisco

- Partner will use Cisco's electronic solutions for any new Cisco Service orders or renewal orders. End User name and site details such as End User's Product install site address (in the case of 24x7x4, 8x5x4 or 24x7x2 Advance Replacement Services) or End User's business address (i.e., headquarters) (in the case of Next Business Day Advance Replacement Services) are required when Service is purchased. Partner shall provide End User name and site detail information no later than thirty (30) days from notification by Cisco that such information is required.

Purchase from Distributor

- Partner will utilize Distributor ordering process for any new Cisco Service orders or renewal orders. End User name and site details such as End User's Product install site address (in the case of 24x7x4, 8x5x4 or 24x7x2 Advance Replacement Services) or End User's business address (i.e., headquarters) (in the case of Next Business Day Advance Replacement Services) are required when Service is purchased. Partner shall provide End User name and site detail information no later than thirty (30) days from notification by Cisco that such information is required.

Transactional Advanced Services – Statements of Work

The SOW(s) exclusively define the scope of the Transactional Advanced Services.

Additional Terms for Transactional Advanced Services – SOW Resale Terms and Conditions (“SOW Resale Terms”)

If Partner's Agreement does not contain terms and conditions for the purchase of the Services pursuant to a SOW, then Cisco and Partner agree that any such SOW will be governed by the Agreement and these SOW Resale Terms below, which are incorporated into the SOW by this reference.

The SOW terms, including the SOW Resale Terms, is limited to the scope of that particular SOW and is not applicable to any other SOWs or agreements that may be executed between the parties. To the extent there is a conflict between the terms of the SOW, SOW Resale Terms and/or Agreement, then the terms of the SOW Resale Terms followed by the Agreement control with respect to such conflict unless explicitly stated otherwise in the SOW.

1. Performance of Services.
 - a. Cisco may use subcontractors to perform some or all of the Services.
 - b. Cisco is not responsible for providing any Services to End User beyond those expressly set forth in the SOW.
2. Payment and Invoicing.
 - a. **Payment.** All Purchase Orders are subject to credit approval. Payment terms are net thirty (30) days from the date of invoice. Unless expressly agreed in writing by Cisco, Partner must make all payments in the currency specified in the SOW. For any sum not paid by Partner when due, Partner will pay interest from the due date until paid at a rate of ten (10) percent per annum, or the maximum rate permitted by law, whichever is less.

- b. Invoicing. Cisco will invoice Partner in accordance with the Invoice Schedule documented the SOW. The SOW Invoice Schedule supersedes any Invoice Schedule identified in a Purchase Order. Nevertheless, unless otherwise mutually agreed through the SOW's Change Management Procedure, the total invoiced amounts for Services described in the SOW will not exceed the total amount of Customer's Purchase Order. Partner shall not delegate to End User (or any other third party) or otherwise assign the task of accepting or assessing completion of Services; any language to the contrary in the SOW is void and of no effect.

If Cisco China Company, Limited (思科(中国)有限公司), Cisco (China) Innovation Technology Co., Ltd. (思科(中国)创新科技有限公司) or Cisco Systems (China) Information Technology Services Limited (思科系统(中)信息技术服务有限公司) is a party to the SOW, and if the Partner requests that Cisco issue a credit memo and a red letter VAT invoice because of product return, price adjustment, service cancellation, or another similar reason, then Partner must sign a Product Return Agreement, Price Adjustment Agreement, Service Cancellation Agreement, or other applicable agreement, as necessary or as requested by Cisco. Within two Business Days after Cisco issues a written notification to Partner that Cisco accepts Partner's request for the credit memo and red-letter VAT invoice, Partner must provide to Cisco the red-letter VAT invoice information notice verified by a competent tax authority.

3. Termination.

- a. The SOW, and any Services performed under the SOW, may be terminated immediately by either party upon written notice for the following reasons:
- (i) If the other party breaches any material provision of the SOW, the SOW Resale Terms or the Agreement, and (a) the breach is not capable of being cured, or (b) the other party fails to cure such breach within thirty (30) days after receiving written notice from the non-breaching party requiring such breach to be cured;
 - (ii) If the other party: (a) ceases or threatens to cease carrying on the business as a going concern, (b) becomes or may become the object of a voluntary or involuntary proceedings in bankruptcy or liquidation, (c) has a receiver or similar officer appointed with respect to all or a substantial part of its assets, or (d) has an event occur similar to any of the foregoing under applicable law; or
 - (iii) If, except as provided below, either party assigns (by operation of law or otherwise, including merger) or transfers any of the rights or responsibilities granted under the SOW, without the prior written consent of the other party, or in the event of a sale of all or substantially all of such party's assets, or transfer of a controlling interest in such party to an unaffiliated third party. Notwithstanding the foregoing: (a) Cisco reserves the right to subcontract Services, either in whole or in part, to any Affiliate or third party, and (b) Cisco may assign the SOW, or all or any portion of its rights and obligations in the SOW and the SOW Resale Terms, to any Affiliate of Cisco.
- b. If Partner has not paid Cisco the Services fees when due and Cisco has not received payment within thirty (30) days after Cisco provides notice of such past due payment, Cisco may (i) withhold the provision of further Services until all amounts past due are paid in full, and/or (ii) immediately terminate the SOW.
- c. Upon termination of the SOW, Partner shall pay Cisco for all Services Cisco has performed up to the effective date of termination at the prices, fees and expense reimbursement rates documented in the SOW.

4. Partner's Rights and Obligations.

- a. After both parties fully execute the SOW, Partner is authorized, on a non-exclusive basis, to Resell the Services to the End User subject to the provisions of the SOW, the SOW Resale Terms and the Agreement.
- b. Partner acknowledges that the SOW does not create any rights and obligations between Cisco and the End User. Partner remains responsible for ensuring the End User provides reasonable cooperation and access necessary for Cisco to provide the Services as set forth in the SOW.

5. Warranty.

- a. CISCO SHALL PERFORM THE SERVICES IN A WORKMANLIKE MANNER. PARTNER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY WILL BE, AT CISCO'S OPTION:
- (i) RE-PERFORMANCE OF THE SERVICES; OR

(ii) TERMINATION OF THE SOW OR THE APPLICABLE SERVICES AND REIMBURSEMENT BY CISCO TO PARTNER OF THE PORTION OF THE SERVICE FEES PAID TO CISCO BY PARTNER FOR SUCH NON-CONFORMING SERVICES.

b. THE WARRANTY SET OUT ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND OTHER TERMS, EXPRESS OR IMPLIED, ALL OF WHICH ARE EXCLUDED, INCLUDING WITHOUT LIMITATION, THOSE OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, NON-INFRINGEMENT, TITLE, OR REASONABLE CARE AND SKILL.

6. Limitation of Liability and Consequential Damages Waiver.

a. NOTHING IN THE SOW, SOW RESALE TERMS OR AGREEMENT LIMITS OR EXCLUDES THE LIABILITY OF:

(i) EITHER PARTY TO THE OTHER PARTY FOR (A) BODILY INJURY OR DEATH RESULTING DIRECTLY FROM THE NEGLIGENCE OF THE OTHER PARTY; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; (C) ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW;

(ii) PARTNER TO CISCO ARISING OUT OF: (A) PARTNER'S BREACH OF SECTION 9 (LICENSE); (B) THE CONFIDENTIALITY OBLIGATIONS SET FORTH IN THE AGREEMENT, OR (C) FAILURE TO PAY ANY AMOUNTS DUE TO CISCO UNDER THE SOW.

b. SUBJECT TO SECTION 6 (a) ABOVE, AND NOTWITHSTANDING ANYTHING ELSE IN THE SOW, SOW RESALE TERMS AND AGREEMENT TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE FOR ANY:

(i) SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES;

(ii) LOSS OF ANY OF THE FOLLOWING: PROFITS, REVENUE, BUSINESS, ANTICIPATED SAVINGS, USE OF ANY PRODUCT OR SERVICE, OPPORTUNITY, GOODWILL OR REPUTATION; OR

(iii) LOST OR DAMAGED DATA.

c. SUBJECT TO SECTION 6(a) AND 6(b), EACH PARTY'S TOTAL AGGREGATE LIABILITY IS LIMITED TO THE AMOUNT PAID BY PARTNER TO CISCO UNDER THE SOW DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT OR CIRCUMSTANCE THAT FIRST GAVE RISE TO SUCH LIABILITY.

d. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER-INCIDENT (I.E., THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT).

e. REFERENCES IN THIS SECTION 6 TO (i) A "PARTY" INCLUDES A PARTY'S AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS, AND (ii) "LIABILITY" INCLUDES LIABILITY ARISING FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER ANY INDEMNITY, STRICT LIABILITY, OR OTHERWISE, IN EACH CASE EVEN IF A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF THAT LIABILITY.

7. License.

a. Nothing in the SOW alters or affects the Intellectual Property rights and/or licenses provided with any Cisco Products. The terms and conditions provided with the Software, or in the absence of such terms, the license posted at <http://www.cisco.com/go/eula> ("End User License Agreement"), are hereby incorporated into this SOW Resale Terms by this reference. To the extent there is a conflict between the terms of the End User License Agreement and this SOW Resale Terms, the terms of the End User License Agreement will apply, unless explicitly stated otherwise in this SOW Resale Terms. The provisions in this Section apply only to those Services, Deliverables and other Intellectual Property provided by Cisco to Partner pursuant to the SOW.

b. Partner must provide a copy of End User License Agreement (or materially equivalent terms and conditions) to End User and have End User agree to be bound by such terms and conditions pursuant to a legally enforceable written agreement. To the fullest extent applicable, Partner is bound by the terms and conditions in the End User License Agreement. Partner will be liable to Cisco for any breach of such terms and conditions by End User.

c. Except to the extent as otherwise expressly set forth in the SOW and subject to the terms and conditions of the SOW, SOW Resale Terms and Agreement, Cisco grants Partner a limited, non-exclusive, non-transferable right (without right to sublicense) to use, copy and distribute to End User: (i) Software provided with or as a result of the Services, solely in object code, if any, (ii) the Deliverables specified in the SOW, if any, and (iii) Data Collection Tools, if any, solely for the purpose of fulfilling Partner obligations to End User as explicitly set forth in an applicable SOW, if any.

8. Ownership.
 - a. Except to the extent as otherwise expressly set forth in the SOW, Cisco owns and will continue to own all right, title, and interest in and to all Cisco Intellectual Property.
 - b. Each party will retain the exclusive ownership of all of its Pre-Existing Technology.
 - c. Except for any Partner Pre-Existing Technology, to the extent Partner provides any Partner Intellectual Property developed by Partner (or by a third party acting on Partner's behalf) that is incorporated into any Services, Products, Deliverables, Data Collection Tools, Reports and/or Scripts provided to an End User pursuant to the SOW, Partner hereby irrevocably transfers, conveys and assigns, and agrees to transfer, convey, and assign, to Cisco all of its right, title, and interest therein. Partner shall execute such documents, render such assistance, and take such other action as Cisco may reasonably request, at Cisco's expense, to apply for, register, perfect, confirm, and protect Cisco's rights to such Cisco Intellectual Property, Services, Products, Deliverables, Data Collection Tools, Reports and/or Scripts and any derivatives, improvements or modifications thereof, and all Intellectual Property rights therein.
 - d. To the extent Partner provides any Partner Pre-Existing Technology that is incorporated into any Cisco Intellectual Property, Services, Products, Deliverables, Data Collection Tools, Reports and/or Scripts provided to an End User pursuant to the SOW, Partner hereby grants to Cisco a perpetual, irrevocable, royalty free, worldwide right and license under all Intellectual Property in and to such Partner Pre-Existing Technology to use, make, have made, offer to sell, sell, copy, distribute, and create derivative works of such Partner Pre-Existing Technology as incorporated into such Cisco Intellectual Property, Services, Products, Deliverables, Data Collection Tools, Reports, Scripts and/or Cisco Pre-Existing Technology.
 - e. Third Party Products will at all times be owned by the applicable third party, and will be subject to any applicable third party license, warranty and other applicable terms.
9. Contracting with U.S. Federal Government. To the extent Service engagements relate to a U.S. Federal Government contract, Cisco's Services offerings are "commercial item" as that term is defined under FAR 2.101. Cisco offers and/or provides these Services upon a competitive basis and in substantial quantities in the commercial marketplace based upon established market prices for specific tasks performed under standard commercial terms and conditions.
10. Survival. Sections 2 (Payment and Invoicing), 3 (Termination), 5 (Warranty), 6 (Limitation of Liability and Consequential Damages Waiver), 7 (License), 8 (Ownership), 10 (Survival), survive the termination or expiration of the SOW.

Technical Services

Additional Terms for Technical Services

1. Right of Cancellation. Except with respect to Tech Refresh and Service-Level Upgrades, all prepaid, subscription services contracts are non-cancellable, whether in whole or in part, unless and until Cisco has expressly agreed in writing (or through a Deal ID) to permit a customer-specific cancellation right.
2. Right of Decommission. For the resale of multi-year Services contracts, rights of Decommission may be granted via a Deal ID. Any grant of a right of decommission in a Deal ID will be subject to terms and conditions set forth below. Any purported modifications of those terms in a Deal ID are void and of no force or effect, unless otherwise documented in a mutually signed agreement.
3. Tech Refresh and Service-Level Upgrades. Tech Refreshes and Service-Level Upgrades as defined below shall be freely permitted whether right to the same has been granted in a contract.
4. Termination for Convenience. Under no circumstances will Cisco provide credits in connection with a customer's or partner's or reseller's termination for convenience.
5. Notice Requirement. All requests for cancellation for credit, without exception, require a minimum of 60 days advanced written notice to Cisco, including the serial number and location of the Product.
6. Credit Limitation. Credits will not be provided in the following circumstances: (a) for service contracts of 12 months or less; (b) during the first 12 months of multi-year service contracts; and (c) for multi-year service contracts with annual recalculation of install base and annual purchase orders.

7. **Credit Calculation and Issuance.** If a right to receive a credit is granted, it will be calculated and issued as follows:
 - a. The credit will be calculated based solely on the actual amount that Cisco invoiced the partner for the applicable services being canceled.
 - b. The credit will be net of any applicable adjustments and discounts.
 - c. The start date of the calculation of any credit is either the effective date of the service cancellation or 60 days after Cisco receipt of the service cancellation, whichever is later.
 - d. The credit will be equal to the prorated amount (based on the number of days remaining in the services term) of the remaining unused portion of the prepaid fees for services subject to the cancellation.
 - e. Except in the case of Tech Refresh, credits for each service year (following the initial service year, for which credits are not available) will be limited to ten percent (10%) of the yearly average prepaid device-based service fees.
 - f. Credits will be issued in the form of a credit memorandum.
8. **Credit Usage.** Credits may be utilized towards payment for any invoice for Products or Services relating to the same End User.

Glossary of Terms

Advanced Services means the proactive services identified as Advanced Services at <https://www.cisco.com/c/en/us/about/legal/service-descriptions.html> selected by the Partner.

Affiliate with respect to a party, means any corporation, firm, partnership, limited liability company or other entity, whether de jure or de facto, that directly or indirectly owns, is owned by, or is under common ownership with such party to the extent of at least fifty percent (50%) of the equity having the power to vote on or direct the affairs of such party, and any person, firm, partnership, corporation, limited liability company or other entity actually controlled by, controlling, or under common control with such party.

Cisco Intellectual Property means the Services, Products, Deliverables, Data Collection Tools, Reports, Scripts, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology provided or developed by Cisco (or a third party acting on Cisco's behalf) pursuant to the SOW, including modifications, enhancements, improvements or derivative works of any of the foregoing, regardless of who first conceives or reduces to practice, and all Intellectual Property in any of the foregoing.

Cisco Services or **Services** means those Technical Services, Advanced Services, and Transactional Advanced Services made available for purchase by Cisco.

Decommission is a situation where an End User removes Cisco Products from its production network that are the subject of a prepaid subscription Services contract and, as a result, desires to cancel the Services for such removed Products.

First Call means the initial call made by the End User when requesting assistance with Product.

Maintenance Contract Number means the reference number assigned by Cisco for each Service purchased from Cisco.

Pre-Existing Technology means pre-existing Intellectual Property, Confidential Information and materials, including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology that are owned by a party prior to commencement of any Services hereunder, or that are otherwise developed by or for such party outside the scope of the SOW.

Service-Level Upgrade is a situation in which an End User removes existing Services from certain Cisco Products in the End User's network and replaces the same with a higher level of Services or otherwise migrates to a new (but previously nonexistent) Service offering that provides a higher level of service than previously purchased, for at least the same duration and without any gap in Services coverage.

Tech Refresh is a situation in which an end customer removes one or more units of Cisco Product from its network (and thus removes its eligibility for service) and replaces the same with one or more unit(s) of Cisco Product and Service with an equivalent capacity (purchased either directly from Cisco or from a Cisco partner or reseller) on a one-for-one, like-for-like (or better) or capacity-for-capacity basis, in each case for at least the same duration and without any gap in coverage.

Technical Services means Services that provide both essential proactive and reactive operation and maintenance support Services identified as Technical Services at <https://www.cisco.com/c/en/us/about/legal/service-descriptions.html>.

Termination for Convenience is a situation where an End User requests the removal of existing Services from certain Cisco Products in the End User's network and does not replace the same with other Cisco Services (e.g., is not a Service-Level upgrade nor a service-level reduction) and does not remove the equipment from its production network (e.g., is not decommissioned).

Transactional Advanced Services means the services sold under a Statement of Work.

APPENDIX A

Partner Additional Services Responsibilities - Japan

In the event Partner resells Cisco Services under the terms of this Service Description within the territory of Japan, the following additional provisions shall apply.

Additional Technical Services and Advanced Services Responsibility

- Partner shall ensure that Products supported by Technical Services or Advance Services resold under the terms of this Service Description are covered under a support agreement (“Support Agreement”) between Partner and End User that contains the End User Minimum Terms and Conditions described in Attachment A to this Appendix A.

Additional Advanced Services Responsibilities

- Partner shall designate one (1) Partner employee as representative to act as a technical relationship manager and the primary interface with Cisco. A second Partner employee may be appointed to act as back up.
- Partner representative(s) shall be part of End User’s designated team and may participate in all necessary activities hereunder, including any End User onsite visit and/or weekly conference calls.
- Partner shall create and manage an email alias for communication with Cisco and End User representatives, for all issues related to the End User’s network.
- Partner shall maintain centralized network management for its End User network supported, capable of providing Level 1 and Level 2 support.
- In the event the network composition of End User is altered, Partner is responsible to notify Cisco in writing within ten (10) days of the change. Network composition will be reviewed on an annual basis and Cisco reserves the right to increase service fees at time of renewal, if the Network composition has increased beyond the original pricing quote for Services.
- Partner must immediately return Data Collection Tools to Cisco, as instructed by Cisco, upon the earlier of: (i) expiration or termination of the Agreement; (ii) expiration or termination of the Exhibit, or (iii) Cisco’s request to Partner that the Data Collection Tools will be returned to Cisco.
- Partner shall provide Cisco with electronic access to End User’s network to assist Cisco in providing Services hereunder. Partner shall be responsible for obtaining all necessary authorizations from the End User for access to the End User’s network.
- Partner shall coordinate onsite visits by Cisco and provide ten (10) business days’ notice of the scheduled visit to Cisco.
- Partner shall coordinate the resolution of any dispute arising out of or related to the interpretation of Cisco, Partner, and End User Service responsibilities relates to Services purchased by End User from Partner.

ATTACHMENT A TO APPENDIX A

END USER MINIMUM TERMS AND CONDITIONS FOR SUPPORT AGREEMENT

Each Support Agreement will contain the following minimum terms and conditions:

- (1) End User agrees to comply with Cisco's Export Restrictions.
- (2) End User agrees to comply with Cisco's standard Software License Agreement for all Cisco software provided with any Service (including any upgrades, patches, or Bug Fixes provided).
- (3) End User agrees to comply with terms and conditions provided in the applicable Service Description.
- (4) End User will keep all Cisco Confidential Information confidential.
- (5) Sufficient provisions such that Cisco shall be entitled to act as a third-party beneficiary with respect to the enforcement of the terms and conditions herein.
- (6) Cisco or its suppliers' liabilities shall be limited to the amounts paid by End User under the Service giving rise to the liability during the six (6) months preceding the event or circumstances giving rise to such liability. Liability under each Service shall be cumulative and not per incident.
- (7) In no event shall Cisco or its suppliers shall be liable for (A) any indirect, incidental, special, punitive, or consequential damages, lost profits or lost data, whether arising in contract, tort (including negligence) or otherwise; or (B) any costs or expenses for the procurement of substitute equipment or services in each case, even if End Users, Partner, Cisco, or its suppliers have been informed of the possibility thereof.
- (8) Cisco makes no warranty to End User of any kind with respect to the Product, express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose and non-infringement of third-party rights. All Services provided hereunder shall be performed in a workmanlike manner.

In the event Advanced Services are resold by Partner, each Support Agreement will contain these additional terms and conditions:

- (9) **LICENSING.** In the event that Cisco provides Software hereunder (whether on a Data Collection Tool or otherwise), Cisco grants to Partner's End User a nonexclusive and nontransferable license to use the Software, in object code form only, on the Data Collection Tool on which such Software is provided hereunder or, if no Data Collection is provided hereunder, on a single Hardware chassis, until the earlier of: (i) the expiration or termination of the Support Agreement; or (ii) Cisco's request to End User that the Data Collection Tool(s) be returned to Cisco. End User shall have no right, and End User specifically agrees not to: (a) rent, lease, distribute, sell, transfer or sublicense its license rights to any other person, or use the Software on unauthorized or secondhand Cisco equipment; (b) make error corrections to or otherwise modify or adapt the Software nor create derivative works based upon the Software, or to permit third parties to do the same; or (c) copy, in whole or in part Software or document (except for one backup copy), decompile, decrypt, reverse engineer, disassemble or otherwise reduce all or any portion of the Software to human-readable form. Cisco shall make available any interface information which the End User's entitled under applicable law, upon written notice request and payment of Cisco's applicable fee.
- (10) **LIMITATIONS.** END USER EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR DETERMINATION AND IMPLEMENTATION OF ITS NETWORK DESIGN REQUIREMENTS. IN NO EVENT SHALL CISCO BE LIABLE FOR (A) ANY DISCLOSURE OF THE CONTENTS OR OUTPUT OF PERFORMANCE ANALYSES, NETWORK OR OTHER REPORTS AND/OR DATA COLLECTION TOOLS BY END USER'S EMPLOYEE(S) OR THIRD PARTY(S); (B) THE SECURITY OF END USER'S NETWORK OR FOR ANY UNAUTHORIZED ACCESS TO SUCH NETWORK BY END USER'S EMPLOYEE(S), CONTRACTOR(S), OR THIRD PARTY(S); OR (C) THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN ANY DESIGN REPORT. End User hereby indemnifies Cisco for any damage to or loss or theft of Data Collection Tools while in End User's custody. End User must immediately return Data Collection Tool(s) to Cisco, as instructed by Cisco, upon the earlier of: (i) expiration

or termination of the Support Agreement; or (ii) Cisco's request to End User that the Data Collection Tool(s) be returned to Cisco.

APPENDIX B

Service Provider Technical Services Additional Services Responsibilities

In the event Partner resells Service Provider Technical Services under the terms of this Service Description, the following additional provisions shall apply.

Additional Services Responsibilities

- Partner is authorized to purchase and resell Service Provider Technical Services to only Service Providers. In the event Partner becomes ineligible, fails to comply with its responsibilities described herein, or Cisco determines that Partner has resold Service Provider Technical Services to entities not deemed as Service Providers, Cisco reserves the right to immediately terminate Partner's right to purchase Service Provider Technical Services and any unauthorized sales will not be eligible for calculations towards possible rebates.
- Partner must use the SAMT tool to enable a Service Provider SAMT Administrator to manage the entitlement of the service contracts covering Service Provider's products. Where required, Partner commits to enable Service Provider SAMT Administrator within thirty (30) days of Product shipment from Cisco.
- Partner will designate a SAMT BID Administrator within Partner's company to enable Service Provider SAMT Administrator to manage the entitlement of the service contracts covering Service Provider's products. Service contract entitlement provides Service Provider the ability to open cases with Cisco Technical Assistance Center as specified in Service Provider Technical Services Service Description(s). Partner may already have an existing SAMT BID Administrator or can designate a new person. Partner must provide a valid CCO ID and an email address for this individual.
- Partner understands that they are solely responsible to ensure that each Service Provider SAMT Administrator has access only to data and service contract information belonging to Service Provider. Partner must ensure that any service contract for which Service Provider SAMT Administrator privileges are to be assigned, covers only equipment belonging to the Service Provider. If necessary, Partner may request Cisco divide a service contract covering equipment belonging to multiple Service Providers into separate service contracts, each covering equipment belonging to only one Service Provider.
- Partner is expected to demonstrate and maintain the ability to independently and accurately quote, book, entitle, and perform/maintain contract administration to keep the Service Providers service contracts up to date and accurate for prompt entitlement and Customer satisfaction. Throughout the term for each Service Provider Technical Service resold, Partner shall be responsible for any obligations associated with the service purchased from Cisco
- As a reminder, consistent with the existing terms described in the Resale of Cisco Services document, Partner shall notify Cisco within thirty (30) days of any Product supported under a Service Provider Technical Service that is (i) moved to a new location, (ii) added to an existing or new location, or (iii) modified, including upgrades or changes to components not in the original configuration through Cisco.com at: <https://www.cisco.com/cisco/psn/web/workspace>.
- Accordingly, Cisco may notify Partner that certain services are not available at the time of purchase or after a Product move, modification, or addition. Customer can view the availability options for specific geographic locations via Cisco's Service Availability Matrix tool available at: <http://samccx.cloudapps.cisco.com/apidc/sam/search.do>.

Additional Definitions

- **SAMT Administrator:** An authorized individual representative of an entitled company, who has the authority and responsibility to review, approve, and manage access to Cisco services.
- **SAMT BID Administrator:** A SAMT administrator who has the authority and responsibility to review, approve and manage access to Cisco services covered by one or more service contracts associated with one or more bill-to ids (BIDs).

- **Service Provider Technical Services** means the Cisco Services available for resale to Service Provider, which will be considered eligible bookings under the Cisco Services Partner Program compensation framework, and listed in the CSPP Eligible Bookings Guide available on the Cisco Services Program website at: <http://www.cisco.com/go/cspp>.
- **Service Provider:** A registered Partner that purchases and/or licenses Products and Services to be deployed and/or installed in their own infrastructure to deliver services to end users who are not affiliated with the Service Provider.
- **Services Access Management Tool (SAMT):** Cisco's Service Access Management Tool application, which is a web-based application that enables a SAMT Administrator, among other things, to add, enable support access, remove support access, delete, block, or unblock contract numbers or bill-to IDs to/from Cisco.com profiles in order to manage who on behalf of an organization has access to the support services entitled under those contract numbers or bill-to IDs. SAMT is also used by SAMT Administrators to (a) lock contract numbers or bill-to IDs so that Cisco representatives cannot add such contract numbers or bill-to IDs to Cisco.com profiles (except in extraordinary circumstances), and (b) unlock contract numbers so that Cisco representatives are free to add contract numbers or bill-to IDs to Cisco.com profiles.