

From: Wayne Suess (wsuess) [wsuess@cisco.com]
Sent: Monday, November 22, 2010 2:01 PM
To: Ian Willis
Subject: LAN Refresh

Attachments: LAN Refresh.HTM; image001.gif

Credit valid through : 03/15/2011 Quote Number : 11152010-12093218

End User Information

Company Name	KEY WEST, CITY OF	Contact Name	Ian Willis
Address 1	1001 JAMES ST	Phone	305-809-3920
Address 2		E-Mail	iwillis@keywestcity.com
City	KEY WEST	Fax	
State/Province	FL		
Zip Code	33040		
Country	US		

Cisco Contact Information

Name	Wayne Suess
Phone	+1 954 535 5084
E-Mail	wsuess@cisco.com

All credits are based on Global Price List in US Dollars

Cisco products being purchased

Part Number	Description	Quantity	Unit Credit	Total Credit
AIR-AP1252AG-A-K9	802.11a/g/n-d2.0 2.4/5-GHz Mod Auto AP; 6 RP-TNC; FCC	12	194.85	2338.20
ASA5510-SEC-BUN-K9	ASA 5510 Sec Plus Appl w/ SW, 150 VPN Peers, 5 FE, 3DES/AES	1	449.50	449.50
CISCO2921/K9	Cisco 2921 w/3 GE,4 EHWIC,3 DSP,1 SM,256MB CF,512MB DRAM,IPB	3	369.50	1108.50
WS-C2960S-24PS-L	Catalyst 2960S 24 GigE PoE 370W, 4 x SFP LAN Base	3	399.50	1198.50
WS-C2960S-48FPD-L	Catalyst 2960S 48 GigE PoE 740W, 2 x 10G SFP+ LAN Base	2	949.50	1899.00
WS-C3560-12PC-S	12 10/100 PoE ports compact Switch	4	199.50	798.00

Total Credit against all Cisco purchases and total credit for the entire transaction :7,791.70 USD

See below for details on how the above credit was derived and what credit was calculated for each trade-in item. The total credit for the entire transaction is 7,791.70 USD, which is the sum of the credits received for all trade-ins below. NOTE: If the sum of the trade-in credits do not approximately match the sum of the trade-to credits, the calculation is considered invalid and will not be honored by Cisco.

Cisco products being traded in

Part Number	Description	Quantity	Unit Credit	Total Credit
AIR-AP1242AG-A-K9	802.11a/g Non-modular IOS AP; RP-TNC; FCC Cnfg	12	119.86	1438.32
PIX-515	PIX 515 Chassis	1	333.31	333.31
PIX-515E	PIX 515E Chassis only	1	333.31	333.31
WS-C2912-XL-EN	12-port 10/100 Switch (Enterprise Edition)	1	199.32	199.32
WS-C2924-XL-EN	24-port 10/100 Switch (Enterprise Edition)	1	265.98	265.98
WS-C2950-12	12 port, 10/100 Catalyst Switch, Standard Image only	1	39.77	39.77
WS-C2950-12	12 port, 10/100 Catalyst Switch, Standard Image only	1	39.77	39.77
WS-C2950-24	24 port, 10/100 Catalyst Switch, Standard Image only	1	44.21	44.21
WS-C2950-24	24 port, 10/100 Catalyst Switch, Standard Image only	1	44.21	44.21
WS-C2950-24	24 port, 10/100 Catalyst Switch, Standard Image only	1	44.21	44.21
WS-C2950-24	24 port, 10/100 Catalyst Switch, Standard Image only	1	44.21	44.21
WS-C2950G-24-EI	Catalyst 2950, 24 10/100 with 2GBIC slots, Enhanced Image	1	110.88	110.88
WS-C2950G-48-EI	Catalyst 2950, 48 10/100 with 2 GBIC slots, Enhanced Image	1	199.77	199.77
WS-C3548-XL-EN	Catalyst 3548 XL Enterprise Edition	1	665.96	665.96
WS-C3550-24-EMI	24-10/100 and 2 GBIC ports:Enhanced Multilayer SW Image	1	221.76	221.76
WS-C3550-24-EMI	24-10/100 and 2 GBIC ports:Enhanced Multilayer SW Image	1	221.76	221.76
WS-C3550-48-EMI	48-10/100 and 2 GBIC ports:Enhanced Multilayer SW Image	1	310.65	310.65
WS-C1700	CATALYST 1700	2	973.27	1946.54
WS-C2924-XL	^Catalyst 2924-XL 24-Port 10/100 Fast Ethernet Switch	1	399.31	399.31

Competitor products being traded in

Part Number	Description	Quantity	Unit credit	Extended credit
				Credit subtotal for Competitor Trade-Ins:.00 USD
				Total Trade-In net credit for all trades :7,791.64 USD

CTMP

Cisco Technology Migration Program Terms and Conditions Agreement

Revised June 15, 2010

Direct Order Tips

The following tips should be followed when placing TMP orders. Any errors may result in order processing delays and revisions to the purchase order or TMP Quote.

1. Confirm the Expiration Date on this TMP CAF is still valid at date of PO placement.
2. Ensure all Cisco products being purchased on this CAF are included on the PO.
3. Ensure Partner/End User details are complete and correct.
4. Only one PO may be used per TMP Quote # and vice versa.
5. Select Order Type as "Trade-In/Promotional" in Ordering Tool.
6. On the "Header Details" tab in Ordering Tool, select "Cisco TMP" as the Type of Program and enter the TMP Quote Number in the CTMP Quote#/Promotional Program box. The "Credit Amount" will be imported directly from the TMP Quote.
7. Input the order at standard contractual discount (or approved discount with valid Deal ID) separate from the trade-in credit. Trade-In credit should not be applied as part of the discount. Trade-In credit will be applied to line items by Cisco Customer Service.
8. TMP credits are applied up front at the time of order booking. TMP credits are not applied as backend rebates.

Agreement

To be eligible for participation in the Cisco Technology Migration Program (the TMP), a Partner or a Customer with a direct relationship with Cisco (Program Participant) must accept this Terms and Conditions Agreement (the Agreement). The Program Participant hereby declares and warrants that all information provided to Cisco Systems, Inc. is complete, accurate, and truthful.

Terms and Conditions

All Customers with a direct relationship with Cisco must accept this Agreement on a transactional basis. Such Customers will be bound by these Terms and Conditions for the purposes of the specific transaction submitted by Customer via the Credit Authorization Form (CAF). Customers with a direct relationship with Cisco will also be subject to the Terms and Conditions if Customer submits any Purchase Order containing a Trade-In quote number to Cisco Systems, Inc. or an affiliate company (Cisco), or Approved Sources or Resellers, as applicable. If, based on local law, Customer cannot be subjected to these Terms and Conditions by submitting the Purchase Order, Cisco will comply with the applicable law.

These Terms and Conditions are specific to TMP and function in addition to Cisco Systems Terms and Conditions of Sale, Software License, or any other contracts executed between Cisco and Program Participant (the Sales Contracts). Unless otherwise noted herein, all capitalized terms shall have the meaning ascribed to them in the Sales Contracts. In the event of a conflict between the Sales Contracts and these Terms and Conditions, these Terms and Conditions will prevail with regard to the subject matter herein.

At its discretion, Cisco may require Program Participant to provide a signed hard-copy of any forms to be used in connection with TMP. Cisco may reject incomplete or unexecuted forms at its discretion; no order will be processed until all documents are complete and executed.

Cisco may amend these Terms and Conditions at any time by posting the amended terms at the following URL: <http://www.cisco.com/go/tmp>. All amended terms shall be applied to TMP Purchase Orders or CAFs accepted by Cisco thirty (30) calendar days after posting, unless the posting specifies otherwise.

Definitions

- Approved Source : Cisco, or a distributor that is authorized by Cisco to redistribute Products and Services to Program Participant.

- **Certificate of Destruction (COD):** Issued by Cisco under limited circumstances, this document allows Program Participant to transfer Trade-In Product to a TPD for destruction. In general, CODs are not allowed; however, case-by-case exceptions may be considered if Cisco determines that it is impossible or impractical to return Trade-In Product to Cisco. To preserve program eligibility, Program Participant may not destroy the Trade-In Product and must obtain a COD prior to transfer of the Trade-In Product to the TPD. The COD must be fully completed and signed by a duly authorized representative of both Program Participant and Cisco. The COD must be properly submitted by Program Participant in compliance with all applicable laws and regulations and must be received by Cisco according to the COD instruction form at: http://www.cisco.com/web/partners/pr11/incentive/tmp/return_instructions.html.
- **Cisco Commerce Workspace (CCW):** The Cisco website on which a Partner must submit all required information to TMP to generate the Credit amount. CCW can be accessed via the following link: <http://apps.cisco.com/ICW/PDR/home.do>.
- **Credits:** The portion of the purchase price that Cisco discounts Program Participant in the CAF or CCW. Credits benefit the final Customer, who may only use the Credits for the purchase of Trade-To Product. Credits are awarded for the return or destruction, as applicable and upon Ciscos approval, of the Trade-In Product.
- **Credit Authorization Form (CAF):** A Cisco-issued document that determines the Credits to be awarded to a specific Customer with a direct relationship with Cisco. Cisco will compile a CAF according to the required information provided by the Customer with a direct relationship with Cisco. If a Partner is using CCW or salesforce.com (SFDC), a CAF will not be generated.
- **Customer:** The final purchaser or licensee that has acquired Trade-To Product for its own internal use and not for resale, remarketing, or distribution. The Program Participant must identify the specific final purchaser or licensee as the Customer on its Purchase Order for Trade-To Product; Program Participant must also identify the Customer on the CAF or in CCW. For the purposes of TMP, each affiliate of a group of companies is considered a different Customer. An entity is not an eligible Customer under TMP if it performs stocking, sparing, or warehousing activities for third parties or procures Cisco Products, Services, or Software for delivery to third parties.
- **Distributor:** An entity authorized by Cisco to redistribute Products and Services to a Partner within that Partners authorized Territory. A list of Distributors can be accessed via the following link: http://tools.cisco.com/WWChannels/LOCATR/jsp/distributor_locator.jsp.
- **Hardware:** The tangible product made available to Program Participant.
- **New Product:** New (not refurbished) Cisco Hardware and/or Software made available by Cisco under TMP. All Trade-To Products must be New Products. All Credits issued under TMP will go toward the purchase of a New Product.
- **Partner:** The Registered Partner that has enrolled in TMP. Partner must be an authorized participant of the Cisco Channel Partner Program.
- **Partner Program Enrollment (PPE) Tool:** An integrated and consolidated system that allows Partner to enroll in Cisco Programs. PPE can be accessed via the following link: <http://www.cisco.com/go/ppe>.
- **Product:** Individually or collectively, Hardware, licensed Software, Documentation, developed products, supplies, accessories, and any other commodities related to the foregoing that is listed on the then-current Cisco Price List.
- **Program Participant:** A participant in TMP; all participants must be a Partner, a Customer with a direct relationship with Cisco, or a Distributor acting as an agent on behalf of a Partner or Customer.
- **Purchase Order:** A document, defined in the Program Participants Sales Contract, sent from Program Participant to Cisco for the purpose of purchasing Trade-To Product.
- **Registered Partner:** An entity recognized by Cisco as having completed the Partner registration process for the then-current Cisco Channel Partner Program.
- **Reseller:** A Registered Partner that is authorized to purchase and/or license Cisco Services and Products from Approved Sources (or Authorized Resellers within the European Economic Area (EEA)) and resell and/or redistribute the Services and Products directly to Customers and/or other authorized Resellers, as applicable.
 Note: A Program Participant that purchases a Cisco Service and/or Product for internal use is not considered a Reseller for that Service and/or Product. This exclusion also applies to Services and/or Products used by Program Participant to provide a service to a third party.
- **Software:** The machine readable (object code) version of computer programs, appearing on any Cisco Price List, that Cisco has made available to Program Participant for license. Software also includes any copies, updates to, or upgrades thereof.
- **Third Party Destroyer (TPD):** An entity that is technically equipped with facilities to safely dispose of Trade-In Product in an environmentally friendly manner.
- **Trade-In Product:** The Product that Program Participant is returning to Cisco (or, under special circumstances, having destroyed by a TPD) in exchange for Credits to be used for the purchase of Trade-To Product.
- **Trade-To Product:** The specific New Product, listed by Program Participant in CCW or the CAF, that Program Participant has purchased and transferred to Customer to replace the Trade-In Product. Program Participant must submit a Trade-In Product to receive Credit, which is applied to the purchase of Trade-To Product.
- **Territory:** The regions or countries in which an entity is authorized to operate, as set forth in the entities Sales Contract with Cisco.

TMP Rules

1.0 Eligibility and Procedural Steps for TMP Participation

- a. The Program is available both to Registered Partners (through CCW) and to Customers agreeing to these Terms and Conditions on a transactional basis (only available for Customers with a direct relationship with Cisco). This Program is available in accordance with these Terms and Conditions and the then-current requirements of the Program.
- b. The Program allows Program Participant to return Trade-In Product to Cisco and receive a Credit from Cisco, which is applied to the purchase of Trade-To Product. In order to receive the Credit, Program Participant must correctly complete the steps described in these Terms and Conditions, including the return of Trade-In Product to Cisco (or, under special circumstances, destruction of Trade-In Product see below) and the purchase of Trade-To Product.
- c. Under special circumstances, Program Participant may have Trade-In Product destroyed by a Third Party Destroyer (TPD), instead of returning Trade-In Product to Cisco. Trade-In Product is only eligible for destruction by a TPD if Cisco determines that it is impossible or impractical to return Trade-In Product to Cisco. Program Participant must obtain Ciscos permission before engaging a TPD to destroy Trade-In Product. To obtain Ciscos permission, Program Participant must submit an application for a Certificate

of Destruction (COD), which must be approved by Cisco prior to the destruction of Trade-In Product. Program Participant must obtain a COD prior to transfer of Trade-In Product to the TPD. Program Participant itself may not destroy the Trade-In Product.

- d. A detailed explanation of the TMP trade-in process is located at: <http://www.cisco.com/web/partners/pr11/incentive/tmp/how.html>.

2.0 Purchase Order/Paperwork

- a. The Cisco Products listed in Program Participants Purchase Order for the Trade-To Product should be the same as the Cisco Products listed in either the CAF or CCW.
- b. Program Participant shall provide Cisco with the complete name and address of Customer in all TMP forms, including, but not limited to, (i) the applicable Purchase Order for Trade-To Product issued to an Approved Source and (ii) the CAF or CCW submission. Program Participant shall also provide this Customer information to Cisco in writing within five (5) calendar days of any request from an Approved Source.

3.0 Credits

- a. Cisco will apply Credits to Program Participants purchase of Trade-To Product at the time of purchase, and in anticipation of Ciscos receipt of Trade-In Product.
- b. Credits are granted after applying Program Participants discount according to the relevant Sales Contract.
- c. Credits may not be combined with any other Cisco programs, promotions, or discounts, except as otherwise described or approved in writing by a duly authorized Cisco representative.
- d. Credits can only be applied at the time of purchase from an Approved Source. Credits will not be retroactively applied to Purchase Orders, even if the Purchase Order was previously submitted to and accepted by an Approved Source.
- e. Cisco will accept only one CAF per Purchase Order of Trade-To Product. A single CAF may not be used on multiple Purchase Orders of Trade-To Products.
- f. Program Participant agrees that by accepting Credits:
 - i. Program Participant is transferring all rights in the Trade-In Product to Cisco; and
 - ii. If Trade-In Product is being returned to Cisco, possession will be transferred within one hundred eighty (180) calendar days of shipment of Trade-To Product to Program Participant. Program Participant shall undertake the transfer of title and possession in accordance with all applicable laws and regulations. All related costs with such transfer, including taxes and fees of any kind, whether arising in connection with the transfer of the Trade-In Product and/or any intermediation services by Program Participant, shall be borne by Program Participant.

4.0 Trade-In Product Return and Trade-In Product Destruction

- a. All Trade-In Products shall be either:
 - i. Returned to a Cisco designated location; or
 - ii. Destroyed by a TPD, in which case Program Participant must first apply for, be approved for, and complete a COD, and then deliver Trade-In Product to the TPD for destruction within one hundred eighty (180) calendar days of shipment of Trade-To Product to Program Participant. Destruction of Trade-In Product is only permitted if Cisco determines that it is impossible or impractical for Program Participant to return Trade-In Product to Cisco.
- b. Trade-In Product Return
 - i. Procedural Steps for Return of Trade-In Product to Cisco
 1. Program Participant must input the Return Material Authorization (RMA) (see instructions located at: http://www.cisco.com/web/ordering/cs_info/or3/o32/Return_a_Product/WWRL_HOME.html#3) number into the Product Online Web Return (POWR) Tool, located at: http://www.cisco.com/web/ordering/cs_info/or3/o32/Return_a_Product/WebReturns/product_Online_web_returns.html.
 2. Program Participant must then follow the instructions on the POWR Tool and return Trade-In Product to Cisco. Program Participant shall not return Trade-In Product to any Distributor. Distributors have no liability or responsibility to Program Participant for the return of any Trade-In Product.
 - ii. Program Participants failure to return Trade-In Product within one hundred eighty (180) calendar days of shipment of Trade-To Product will entitle Cisco to pursue any of the rights and remedies set forth in Section 7.0 below.
 - iii. If agreed upon, in writing, both by a duly authorized representatives of Program Participant and by Cisco, the one hundred eighty (180) calendar day term (referred to above) may be extended, if required or advisable in a given project where Trade-To Product is to be deployed, considering the nature of such project and the technical complexity of the deployment of Trade-To Product in a given network.
 - iv. Program Participant shall return only Trade-In Product, as defined by the terms of TMP and as included on the CAF or in CCW. Further, Program Participant shall not return any Trade-In Product that is or may be suspected of being contaminated with chemicals, biological agents, or other substances that are not original to the manufacturing process of the Trade-In Product.
 - v. Cisco is not liable for the care, control, custody, or return of any product that is not specifically stipulated by the Program.
 - vi. At Ciscos sole discretion, Cisco may charge Program Participant for any and all costs associated with the handling and disposal of ineligible Trade-In Products, including, but not limited to, shipping the ineligible product back to Program Participant.
 - vii. Program Participant assumes all responsibility for the erasure of any proprietary or confidential information from Trade-In Product. Cisco assumes no responsibility for protection of such information.
- c. Trade-In Product Destruction
 - i. Procedural Steps for Destruction of Trade-In Product
 1. To be eligible to transfer Trade-In Product to a TPD for destruction, Program Participant must request a Certificate of Destruction from Cisco. See instructions available at: http://www.cisco.com/web/partners/pr11/incentive/tmp/return_instructions.html. Program Participant must properly

complete and submit the COD to Cisco in compliance with all applicable laws and regulations and according to the COD instruction form.

2. If Cisco determines that it is impossible or impractical to return Trade-In Product to Cisco, Cisco will approve Program Participants application for COD.
 3. Upon receipt of COD, Program Participant shall transfer Trade-In Product listed on the COD to the named TPD.
 4. The TPD shall then destroy Trade-In Product and provide the completed COD, including requisite destruction verification, to Cisco.
 5. The COD must be fully completed and signed both by a duly authorized representative of Program Participant and by a Cisco representative.
 6. Cisco will apply the Credit to Program Participants purchase of Trade-To Product in anticipation of Ciscos receipt of the completed COD and verification of destruction from the TPD.
- ii. Failure by Program Participant to deliver Trade-In Product to the TPD for destruction within one hundred eighty (180) calendar days of Ciscos shipment of Trade-To Product will entitle Cisco to pursue any of the rights and remedies set forth in Section 7.0 below.
 - iii. If agreed in writing both by a duly authorized representatives of Program Participant and by Cisco, the one hundred eighty (180) calendar day term (referred to above) may be extended, if required or advisable in a given project where Trade-To Product is to be deployed, considering the nature of such project and the technical complexity of the deployment of Trade-To Product in a given network.
 - iv. If requested by Cisco, destruction of Trade-In Product shall be undertaken in the presence of a Cisco representative or employee.

5.0 Requirements and Responsibilities for Participation in TMP

- a. Program Participant represents and warrants that:
 - i. Program Participant or Customer has full and clear title to the Trade-In Product;
 - ii. Trade-In Product is not leased from any person or entity, including any other affiliate of the same group of companies of the Customer (except when leased from Cisco Capital, as allowed by Cisco on a per theatre basis);
 - iii. Trade-In Product is not stolen; and
 - iv. Program Participant has all rights and authorizations required under all applicable laws and regulations to return or, in unique cases, destroy the Trade-In Product in accordance with the procedure stated in Section 4.0 of this Agreement.
- b. Program Participant shall defend, hold harmless, and indemnify Cisco against all liability resulting from any Program Participant misrepresentation under or breach of these Terms and Conditions. This includes loss, damages, and claims (including third party claims), whether based upon contract, breach of warranty, negligence, or otherwise; as well as, all related costs, attorneys fees, and expenses.
- c. Program Participant certifies that the specific Trade-To Product listed on the Purchase Order:
 - i. Will only be transferred to the Customer that has submitted the Trade-In Product; and
 - ii. Will not be transferred, in any manner, to a different person or entity other than the Customer that is the source of the Trade-In Product.
- d. Additionally, Program Participant hereby certifies that:
 - i. Trade-In Product has been in use in Customers network prior to submission of Trade-In Product to the issuance of the Purchase Order for the Trade-To Product to the Approved Source;
 - ii. Trade-In Product is sent to Cisco in the same working condition in which it was removed from Customers network, with all its components and properly packaged to prevent damage in transit (guidelines for correct packaging are located at: http://www.cisco.com/web/partners/downloads/partner/WWChannels/download/packaging_guideline.pdf);
 - iii. Trade-In Product has not been disassembled in any manner; and
 - iv. All Trade-To Products purchased through the Program will be installed in the network of the Customer stated on the CAF or in CCW and that the Trade-To Product shall not be destined for stocking purposes, or resale or distribution to a Customer other than the one stated on the CAF or in CCW.
- e. Equipment for Managed or Provisioned Services
 - i. Program Participant must specifically identify in the CAF or in CCW if Trade-In Product has been used to provide Managed Services
 - ii. For the purposes of these terms, Equipment for Managed Services means Products used to provide services to a dedicated Customer where title to such Products is not transferred by the Program Participant to such Customer, including Products located at a Customer site (customer premise equipment).
 - iii. In the case of Trade-In Products that have been used in the provision of Managed Services, and in addition to the representations set forth in Section 5.0(d) of this Agreement, Program Participant certifies that Trade-To Product will be deployed for the provision of Managed Services to the same Customer that received service through Trade-In Product prior to the issuance of the Purchase Order for Trade-To Product.

6.0 Territory

- a. Unless prohibited by applicable law, all Trade-In transactions must be executed within Program Participants Territory, as set forth in Program Participants Sales Contract with Cisco. Program Participants that do not have an assigned Territory, including all Cisco Resellers that purchase through Approved Sources, can only perform Trade-In transactions for the benefit of a Customer whose installed base or network is located in the country in which Program Participant has its principal place of business. However, Program Participants with a principal place of business in a member state of the European Economic Area may perform Trade-In transactions for the benefit of any Customer whose installed based or network is located in any member state of the European Economic Area.
- b. To the extent permitted by law, in the event that Cisco learns that Program Participant has violated this restriction, Program Participant will be subject to the provisions set forth in Section 7.0 of this Agreement.

7.0 Ciscos Rights and Remedies

- a. At Ciscos discretion, and without prejudice to any additional rights and remedies that Cisco may have under applicable law, the Parties expressly agree that any violation of this Agreement may result in:
 - i. An invoice for the full amount of Credits assigned to any unreturned Trade-In Product(s), or an invoice for the full price of the Trade-To Product(s), as stated in the Cisco Global Price list at the time when Program Participant submitted the Purchase Order to Cisco;
 - ii. Immediate suspension of Program Participant from the Program; and/or
 - iii. Immediate removal of Program Participant from the Program.
- b. In addition to its other rights and remedies, under the following circumstances, Cisco reserves the right to terminate Program Participant from the Program and indefinitely hold back any Credits pending at the time that the circumstance occurs: (a) submission of false, misleading, or incomplete program information; (b) fraud or abuse of this Program or other Cisco marketing or sales programs; (c) the distribution of Non-Genuine Products or Products purchased from any source other than Cisco or an Approved Source; (d) the sale of Cisco Products to anyone other than an End User; and (e) a material breach of the Channel Partners resale agreement with Cisco (including but not limited to Systems Integrator Agreements or Indirect Channel Partner Agreements).
- c. In addition, Program Participant acknowledges that Cisco may have preexisting termination rights under its existing contracts with Program Participant, including Sales Contracts, that it may choose to exercise in the event of Program Participants material breach of this Agreement.
- d. Audits
 - i. Program Participant will keep full, true, and accurate records and accounts, in accordance with Generally Accepted Accounting Principles, of each Trade-In and Trade-To Product submitted under this Program, including serial numbers, software usage, and transfer and export records. At any time, Cisco may conduct an Audit of such records to verify Program Participants compliance with this Program. Program Participant shall make these records available for audit by Cisco or its independent accountants upon seven (7) calendar days written notice. Such audit shall occur during regular business hours and at those locations where Program Participant maintains relevant records.
 - ii. Program Participant shall bear all costs of any Audit in which Program Participants violation of the Program is evidenced, as well as all costs and fees incurred by Cisco in collecting this amount. Program Participant hereby agrees to be invoiced for these amounts and to submit payment within seven (7) calendar days of the date of such invoice.

8.0 Miscellaneous

- a. With regard to Trade-In Products and Trade-To Products, any SMARTnet contract or any other maintenance contracts, applicable to the Trade-In Products, must be modified and updated by Program Participant, separate from Program Participants participation in this Program. Cisco will not refund any amount paid under any support agreement with Cisco that covers the Trade-In Product, beyond the date of Trade-In. No such amount shall be assigned to, used for, or applied against the purchase of support services for Trade-To Products. Support for Trade-To Products must be purchased separately.
- b. Cisco reserves the right to partially or totally add to, modify, or discontinue this Program, without notice. All Trade-To Products are subject to availability. All prices are subject to change without notice.
- c. Program Participant warrants that its participation in this Program is fully compliant with all applicable laws. Program Participant shall indemnify and hold Cisco harmless for any claim that Cisco suffers from third parties, including any governmental authorities, in connection with Program Participants participation in this Program and Program Participants performance of, or failure to perform, all obligations imposed by any applicable laws or these Terms and Conditions.
- d. This Program is void where prohibited by law or Cisco policies.

9.0 Limitation of Liability

- a. Cisco and its suppliers liability for claims arising under this Program, these Terms and Conditions, or any other situation shall be limited to the Credits received by Customer or Program Participant through this Program during the six (6) months prior to the event or circumstances from which liability arises. This limitation of liability is cumulative and not per incident.

10.0 Waiver of Consequential and Other Damages

- a. In no event shall Cisco or its suppliers be liable for any incidental, special, indirect or consequential damages, lost revenue, lost profits, or lost or damaged data, whether arising in contract, tort (including negligence), or otherwise, even if Cisco or its suppliers were informed of the possibility thereof.

11.0 Assignment

- a. Neither these Terms and Conditions nor any rights under these Terms and Conditions shall be assigned or otherwise transferred by Program Participant (by operation of law or otherwise) without Ciscos prior written consent. Cisco shall have the right to assign all or part of these Terms and Conditions without Program Participants approval. These Terms and Conditions shall bind and inure to the benefit of the successors and permitted assigns of the parties.

12.0 Program Participants with Sales Contracts

- a. To the extent that the Terms and Conditions of this Agreement conflict with the terms of Program Participants Sales Contracts with Cisco, the Terms of the Sales Contracts shall govern and take precedence over these Terms and Conditions, except as otherwise specified in this Agreement.

POTENTIAL THEATRE-SPECIFIC TERMS BELOW

CISCO'S SPECIFIC LIMITATION OF LIABILITY FOR EMEA:

Except for liability (a) for death or bodily injury caused by negligence, (b) in the tort of deceit, (c) for any breach of the obligations implied by section 12 sale of goods act 1979 or section 2 supply of goods and services act 1982, (d) which cannot be excluded by law, the aggregate total liability of Cisco and its suppliers under or in connection with these terms and conditions, whether in contract, tort or otherwise, shall be limited to the greater of : i) ten thousand euros or ii) the credits received by end user or the partner from Cisco under the program during the six (6) month period preceding the event or circumstances giving rise to such liability.

CISCO'S LIMITATION OF LIABILITY FOR JAPAN:

Notwithstanding anything else, all liability of Cisco and its suppliers for all claims whatsoever, arising under this agreement or otherwise, whether for defective, postponed or incomplete supply, or otherwise, shall be limited to the greater of (a) ten million yen (jpy10,000,000), or (b) an amount equal to the amount of money made available by Cisco as credits to partner under these terms and conditions by partner during the six (6) month period preceding the event or circumstances giving rise to such liability. This limitation of liability is cumulative and not per incident. Nothing in this agreement shall limit Cisco's or its suppliers' liability to partner and end user for (1) bodily injury or death caused by its negligence, or; (2) fraudulent misrepresentation.

SPECIFIC WAIVER OF CONSEQUENTIAL AND OTHER DAMAGES FOR EMEA PARTICIPANTS:

Except for liability for death or bodily injury or in the tort of deceit, in no event shall Cisco or its suppliers be liable for any special, incidental or consequential damages, or lost revenue or profits, or lost or damaged data, or any indirect damages, whether arising in contract, tort (including negligence), or otherwise.

SPECIFIC WAIVER OF CONSEQUENTIAL AND OTHER DAMAGES FOR PARTICIPANTS CONTRACTING UNDER JAPAN'S LAW:

In no event shall Cisco or its suppliers be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known, or otherwise): loss of use, interruption of business, loss of actual or anticipated profits (including, without limitation, loss of profit on contracts), or loss of revenue, the loss of the use of money, loss of anticipated savings, loss of opportunity, loss of goodwill, loss of reputation, loss of, damage to or corruption of data or indirect, special, incidental or consequential loss or damage of any kind (including, without limitation, where such loss or damage is also of a type or category expressly specified in this waiver, regardless of the form of action, whether in contract, tort (including , without limitation, negligence), strict liability or otherwise.

CHOICE OF LAW

1. For Partners with direct agreements with Cisco: The validity, interpretation and performance of these Terms and Conditions shall be controlled by and construed under the law specified in the Sales Contract, and the forum and means for resolving disputes specified in the Sales Contract shall also apply.
2. For any Partner that does not have a Sales Contract with Cisco, and whose principal place of business is located in:
 - i. EMEA: the validity, interpretation, and performance of these Terms and Conditions shall be controlled by and construed under the laws of England. The Parties accept the exclusive jurisdiction of the English courts. Notwithstanding the foregoing, Cisco may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of its intellectual property rights. A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions but this does not affect any rights or remedy of a third party which exists or is available apart from that Act.
 - ii. CANADA: the validity, interpretation, and performance of these Terms and Conditions and the Program shall be controlled by and construed under the laws of the Province of Ontario, as if performed wholly within the province and without giving effect to the principles of conflict of law, and the parties irrevocably submit to the jurisdiction of the courts of that Province. Notwithstanding the foregoing, Cisco may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of its intellectual property rights, or circumstances giving rise to such liability.
 - iii. AUSTRALIA: The validity, interpretation, and performance of these Terms and Conditions and the Program shall be controlled by and construed under the laws of the State of New South Wales, Australia, as if performed wholly within the state and without giving effect to the principles of conflicts of law, and the State and federal courts of New South Wales shall have jurisdiction over any claim arising hereunder. Notwithstanding the foregoing, Cisco may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of its intellectual property rights.
 - iv. UNITED STATES/ASIA/LATIN AMERICA/ROW: the validity, interpretation, and performance of these Terms and Conditions and the Program shall be controlled by and construed under the laws of the State of California, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of law, and the State and federal courts of California shall have jurisdiction over any claim arising hereunder. Notwithstanding the foregoing, Cisco may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of its intellectual property rights.
 - v. JAPAN: The validity, interpretation, and performance of these Terms and shall be controlled by and construed under the laws of Japan, and the Tokyo District Court shall have jurisdiction over any claim arising hereunder. Notwithstanding the foregoing, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of its intellectual property rights.
3. In all applicable cases, the parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods.

Cisco Technology Migration Program- India Addendum

revision September 14, 2008

This Cisco Technology Migration Program revision September 14, 2008 India Addendum (India Addendum) modifies the main Cisco Technology Migration Program revision June 15, 2010 Terms and Conditions ("CTMP T&C") as follows. The CTMP T&C and the India Addendum are collectively referred to herein as the "Terms and Conditions") In the event of any conflict between the CTMP T&C and this India Addendum, the terms of this India Addendum shall prevail only to the extent of such conflict. Any part of the CTMP T&C not expressly modified by this India Addendum shall continue to apply to India.

Definitions

Additional Definition: The CTMP T&C Definitions shall be amended to add the following:

Cisco Designated Scrapping Vendor: means the entity identified by Cisco that is technically equipped with facilities for safe disposal of old Cisco equipment in an environmentally friendly manner.

Amended Definition:

For the purposes of the India Addendum, the following definition shall be replace the corresponding definition in the CTMP T&C:

Credits: means the total Credits stated on the Credit Authorization Form, that Cisco may grant to the Partner for the benefit of an End User for the purchase of a New Product, and in consideration for the destruction of the Old Product, and as eventually approved by Cisco.

Term Substitution and Replacement : The term "Trade-In Product" shall be replaced throughout the CTMP T&C with the term "Old Product" and the term "Old Product" shall be defined as follows:

Old Product: means the Product authorized by Cisco to participate in the Program.

Purpose of the Program in India

Cisco acknowledges safe disposal of old Cisco equipment in an environmentally friendly way as a part of its corporate social responsibility. Accordingly the current program has been designed to encourage End Users to participate in Cisco's drive for safe disposal of old Cisco equipment in an environmentally friendly manner.

Rules of the Program for India

- A. The Program is available only to eligible Partners in accordance with these Terms and Conditions and the then-current requirements of the Program. The Program mandates Partners to deliver Old Product to Cisco Designated Scrapping Vendor, while receiving Credits from Cisco against the contemporaneous purchase of a New Product in consideration for such destruction.
- B. The Credits are granted by Cisco against the adjusted list purchase amount of the New Product after applying the Partner's discount according to the relevant Sales Contract.
- C. The Credits may not be combined with any other programs, promotions or discounts, except as otherwise described or approved in writing by a duly authorized Cisco representative.
- D. The Credits will not be retroactively applied to Purchase Orders previously submitted and accepted by Cisco.
- E. Only one Credit Authorization Form per Purchase Order of New Product will be accepted. A single Credit Authorization Form may not be used on multiple Purchase Orders of New Products.

- F. The Partner hereby represents and warrants that: (i) the Partner has full and clear title to the Old Product ii) Old Product is not leased from, rented, or owned, whether totally or partially by any other person, including any other affiliate of the same group of companies of the End User, or stolen, and (iii) that the Partner has all rights and authorizations required under all applicable laws and regulations to destroy the Old Product.

Partner agrees that by accepting the Credits, Partner undertakes for the destruction of the Old Product through Cisco Designated Scrapping Vendor within the ninety (90) days term referred in section H below. All related costs with such transfer, including taxes and fees of any kind, whether arising in connection of the transfer of the Old Product and/or any intermediation services by Partner, shall be borne by the Partner. Cisco Designated Scrapping Vendor may also, at its discretion, agree to take delivery of the Old Product from End User whether using their internal resources or through a third party logistics service provider. Where Cisco Designated Scrapping Vendor agrees to take delivery of the Old Product from the End User as provided herein, Partner shall ensure that all required support documentation, including but not limited to a delivery challan, is provided to the Cisco Designated Scrapping Vendor or its designee.

Partner shall defend, hold harmless and indemnify Cisco from and against any and all liability, loss, damages and claims (including third party claims), whether based upon contract, breach of warranty, negligence or otherwise, and related costs, attorneys' fees, and expenses at any time arising out of or resulting from any misrepresentation under or breach of this section F.

- G. Partner certifies that all New Products ordered through the Program shall be delivered to the same End User that is the source of the Old Product, and that said New Products will not be transferred, in any manner, to a different person other than the End User stated on the Credit Authorization Form. Additionally, Partner hereby certifies that: i) the Old Product has been in use in the End User network within the ninety (90) days previous to the issuance of the Purchase Order to Cisco (or to the Approved Source in the case of Resellers) for the New Product, ii) that the Old Product is sent to Cisco Designated Scrapping Vendor in the same working condition in which it was removed from the End User network, with all its components and that it has not been disassembled in any manner. Additionally, Partner warrants that all New Products purchased through the Program will be installed in the network of the End User stated on the Credit Authorization Form and that the New Product shall not be destined for stocking purposes, or resale or distribution to another End User than the one stated on the Credit Authorization Form.

- H. **Old Product Destruction.** Partner shall provide i) Proof of Destruction provided, if required and as permitted by Cisco, or, ii) where specifically instructed by Cisco, delivered to the Cisco Designated Scrapping Vendor for its destruction on behalf of Partner, within ninety (90) days after shipment by Cisco of the New Product.

Failure by the Partner to provide Proof of Destruction, or deliver the Old Product to the Cisco Designated Scrapping Vendor for its destruction within one hundred eighty (180) term referred in the preceding paragraph, will entitle Cisco to pursue any of the rights and remedies set forth in Section L below.

Partner shall destroy, where destruction is permitted by Cisco, in accordance with applicable law and good industry practice. Such destruction shall be undertaken in the presence of a Cisco representative or employee where requested by Cisco.

Eventually, and as agreed from time to time in writing by duly authorized representatives of the Partner and Cisco, the above referenced one hundred eighty (180) term may be extended, whenever it could be required or advisable in a given project where the New Product is to be deployed, considering the nature of such project and the technical complexity of the deployment of the New Product in a given network. Find the RMA Extension Request form at

http://www.cisco.com/web/partners/pr11/incentive/tmp/rma_ext.html

Partner shall deliver to Cisco Designated Scrapping Vendor for destruction only product defined by the terms of the Cisco Technology Migration Program and included on the Credit Authorization Form. Further, Partner shall not deliver any product that

is or may be suspected of being contaminated with chemicals, biological agents or other substances which are not original to the manufacturing process of the product to be destroyed. At Cisco's sole discretion Cisco may charge the Partner for any and all costs associated with the handling and disposal of ineligible product, including but not limited to shipping the ineligible product back to the Partner.

Partner assumes all responsibility for the erasure of any proprietary or confidential information from product and Cisco assumes no responsibility for protection of such.

Partner acknowledges and agrees that Cisco will not, either directly or indirectly, take the title and / or possession over the Old Products that the End User has agreed to destroy using the Cisco Designated Scrapping Vendor. Further, Partner acknowledges and agrees that Cisco derives no commercial value or benefit whatsoever from the destruction of the Old Products by the Cisco Designated Scrapping Vendor.

- I. The Purchase Order to Cisco, by the Partner, for the New Product must match all the Cisco Products in the "Cisco Products to be Purchased" section of the Credit Authorization Form.
- J. In all cases, Partner shall provide Cisco with the complete name and address of the End User in all the forms to be used in the Program, including (i) in the applicable Purchase Order for New Product issued to Cisco (or to the Approved Source in the case of Resellers), and (ii) in the Credit Authorization Form and/or (iii) in writing within five (5) days of the date of any request from Cisco or the Approved Source.
- K. Unless prohibited by applicable law, all transactions under this Program must be executed within the Partners territory set forth in the Sales Contract with Cisco. For those Partners that do not have an assigned territory, including some Cisco Resellers that purchase through Approved Sources, Trade-In transactions can only be performed for the benefit of an End User whose installed base or network is located in India.
To the extent permitted by law, in the event Cisco learns that a Partner has violated this restriction, the breaching Partner will be subject to the provisions set forth in Section L below.
- L. 1. At Cisco's discretion and without prejudice to any additional rights and remedies that Cisco may have under the applicable laws, it is expressly agreed that the violation of Sections G, H, J and K may result in:
 - i. an invoice for the full amount of Credits assigned to the undestroyed Old Products, or an invoice for the full price of the New Products, as per Cisco Global Price list, at the time in which the Purchase Order was submitted by Partner to Cisco, if Partner has been found by Cisco in breach of Sections G, H, J or K in previous occasions, and/or
 - ii. Suspension, with immediate effect, of the Partner from continued use of the Program.
- 2. In addition Partner acknowledges that Cisco may have preexisting termination rights under its existing contracts with the Partner, including Sales Contracts, that it may choose to exercise in the event of a material breach of Sections G, H J and K by the Partner. For purposes of clarity, this clause L.2 does not create any cross-default rights or other new termination rights.
- 3. Additionally, Partner shall bear all costs of any Audit in which the violation by the Partner of the Program was evidenced, and all costs and fees incurred by Cisco in collecting this amount. Partner hereby agrees to be invoiced for these amounts and to submit payment within fifteen (15) days of the date of such invoice.

Cisco

Americas Headquarters
Cisco Systems, Inc.
San Jose, CA

Asia Pacific Headquarters
Cisco Systems (USA) Pte. Ltd.
Singapore

Europe Headquarters
Cisco Systems International BV
Amsterdam, The Netherlands

Cisco has more than 200 offices worldwide. Addresses, phone numbers, and fax numbers are listed on the Cisco Website at www.cisco.com/go/offices.

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