

## Cisco Refresh Outlet Terms for Registered Partners

The Cisco Refresh team is offering surplus Cisco Refresh (-RF) products via the Cisco Refresh Outlet. The Cisco Refresh Outlet ("Outlet") is an e-commerce platform whereby certain Registered Partners may purchase such surplus Cisco Refresh (-RF) Products ("Refresh Products").

1. **General.** The terms and conditions applicable to purchases of Refresh Products via the Outlet shall be as set forth herein ("Outlet Terms"). The Outlet Terms supplement and are governed by the most current System Integrator Agreement, Indirect Channel Partner Agreement or other similar agreement in effect between Cisco and Registered Partner that authorizes Registered Partner's purchase and resale of Refresh Products (collectively "Resale Agreement"). Notwithstanding the foregoing, the Outlet Terms do not apply to Cisco distributors. Any capitalized terms not defined herein have the meaning specified in the Resale Agreement. The Outlet is open to certain Registered Partners who are in good standing with a valid, effective Resale Agreement. The Outlet Terms (inclusive of the Resale Agreement) apply to all purchases of Refresh Products by Registered Partner via the Outlet. Registered Partner shall only resell Refresh Products in accordance with terms of the Resale Agreement, as supplemented by the Outlet Terms. In the event of a conflict between the Resale Agreement and the Outlet Terms, the Outlet Terms shall take precedence over the Resale Agreement solely with regard to the subject matter described herein.

3. **Term.** The Outlet Terms are entered into as of the day which an authorized representative of Registered Partner accepts the Outlet Terms by clicking the "I Agree" button at the end of the Outlet Terms, indicating Registered Partner's acceptance of the terms herein (the "Effective Date") and shall be co-terminus with the Resale Agreement, unless otherwise terminated as set forth herein. Cisco may terminate (1) the Outlet Terms in accordance with the Resale Agreement, (2) Registered Partner's participation in the Outlet if Partner breaches the Outlet Terms or the Resale Agreement, and (3) the Outlet immediately and without notice.

### 4. **Outlet Terms.**

4.1 Notwithstanding anything in the Resale Agreement to the contrary, the following terms apply to Refresh Product purchases via the Outlet:

- a) Prices are inclusive of all discounts, credits and rebates. For the avoidance of doubt, Refresh Products purchased on the Outlet are not eligible for any Cisco incentive and/or rebate programs.
- b) Purchase Orders may not be cancelled, modified or deferred.
- c) All orders shipped from Cisco's Netherlands logistics center that are NOT Cisco routed will be subject to a twenty-one percent (21%) VAT. All taxes (except those based on Cisco's net income) are the responsibility of Registered Partner. Note that for Registered Partners located in the EEA, all orders ship from Cisco's Netherlands logistics center.

4.2 Registered Partner acknowledges that Refresh Product made available on the Outlet has been previously resold or used. In its resale of Refresh Products, Registered Partner agrees:

- a) not to remove any label or other markings provided by Cisco with Refresh Products that refer to each such product as used, refurbished or remanufactured;
- b) at all times in its advertising, promotion, and resale of the Refresh Products to Authorized Channels, to advertise, promote, or resell each such product as used, refurbished, or remanufactured; and
- c) promptly notify Cisco in the event it becomes aware that any Authorized Channel or any other person to which Registered Partner has sold or transferred Refresh Products has (i) removed any label or other markings provided by Cisco with such products that refer to the Refresh Products as used, refurbished or remanufactured; or (ii) advertised, promoted, repackaged or resold any Refresh Products as new, new in box, or unused.

4.3 Registered Partner certifies that it will comply with all laws, licenses, permits, and approvals required by any applicable government entity, including without limitation, any anti-bribery, conflict of interest, privacy or procurement laws or regulations of any government or other competent authority where the products are to be sold or used ("Applicable Laws").

4.4 REGISTERED PARTNER WILL INDEMNIFY AND HOLD CISCO HARMLESS FOR ANY VIOLATION BY REGISTERED PARTNER OF ANY APPLICABLE LAWS.

4.5 JAPAN REGISTERED PARTNERS ONLY: Please note that ONLY those Registered Partners who (a) obtain and maintain a license to do business with used products ("Kobutsu-Shou-Kyoka-Shou") under the Japan Antique Dealings Law ("Kobutsu-Eigyo-Ho"), and (b) have a Resale Agreement with Cisco Systems G.K. that specifically addresses the purchase and resale of Refresh Products are authorized to purchase Refresh Products directly from Cisco Systems G.K.

4.6 The Outlet Terms, together with the Resale Agreement are the complete and final understanding of the parties regarding its subject matter. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, that are intended to be, but are not included in the Outlet Terms.