**Exhibit 10.2**

**INDIRECT CHANNEL PARTNER AGREEMENT – v. US-LATAM 09.15.04**

**To register as an Indirect Channel Partner with Cisco, your company must accept the terms and conditions of this Indirect Channel Partner Agreement (the “Agreement”). This Agreement applies to Registered Partners that are “Resellers” and “Professional Service Providers”, as those terms are defined in Part A below.**

This Agreement is entered into by and between Cisco Systems, Inc., a California corporation with its principal place of business at 170 West Tasman Drive, San Jose, California 95134 and the company you identified in the applicable Partner Registration Application (“Partner”). If Partner is also a Reseller (as defined below), Partner may also be referred to as “Reseller” in Part B of this Agreement. This Agreement shall become effective on the date Cisco sends an acceptance notification to the email address you have provided for your company in the applicable Partner Registration Application (the “Effective Date”).

This Agreement is divided into 3 Parts, which apply as follows:

**Part A, Definitions:** Applies to all Registered Partners.

**Part B, Reseller Terms and Conditions:** Only applies to Registered Partners acting as Resellers.

**Part C, General Terms and Conditions:** Applies to all Registered Partners.

If Cisco and Partner have signed a Pre-Existing Agreement that is in effect as of the day Partner submits this Agreement, the Pre-Existing Agreement shall take precedence over this Agreement. If no Pre-Existing Agreement exists, this Agreement comprises the complete agreement between the parties hereto concerning the subject matter herein and replaces any prior oral or written communications between the parties, all of which are excluded. In the event that a Registered Partner acting as a Reseller later executes a direct resale agreement (a “Systems Integrator Agreement”) with Cisco after this Agreement is executed, such Systems Integrator Agreement shall take precedence over and supercede this Agreement. There are no other conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. This Agreement may only be modified by a written document executed by Cisco and Partner, subject to Section C.11.6 below.

**Part A. Definitions.**

1. **Added Value** is the non-Cisco component or portion of the total solution which Partner provides to End Users. Examples of Added Value are pre-and post-sales network design, configuration, trouble-shooting, and support and the sale of complementary products and services that comprise a significant portion of the total revenues received by Partner from an End User of Cisco Products. Partner acknowledges that telesales, catalog sales, and sales over the Internet do not include Added Value if inbound communications from the prospective End User purchaser were exclusively prompted by something other than a face-to-face interaction between Partner’s sales representative and such prospective End User. Partner further acknowledges that providing financing options and/or Network Services to End Users do not constitute Added Value.
2. **Authorized Source** means the distributors located within the Territory, as they are from time to time identified athttp://tools.cisco.com/WWChannels/LOCATR/isp/distributor locator.isp or as otherwise provided by Cisco from time to time.
3. **Cisco Services** means any services performed by Cisco for End Users, including without limitation, Product maintenance and technical support.
4. **End User** is the final purchaser or licensee that: (i) has acquired Product and/or Cisco Services for its own Internal Use and not for Resale,remarketing or distribution, and (ii) is identified as such purchaser or licensee by Reseller pursuant to Section B.3.1 below.
5. **Internal Use** is any business use of a Product for an End User’s own internal use, which use is outside the definition of Resale provided below.



1. **Marks** means the Cisco Registered Partner logo, and each of the Cisco Certified Partner marks for which Partner qualifies. Such marks and theapplicable qualification requirements are included in Cisco’s web site, http://www.cisco.com/go/partnerlogo
2. **Network Services** means providing the End User with access to the Internet, data and voice transmission, telecommunications services relatedto such transmission, and the management of network equipment in connection with the foregoing.
3. **Non-Genuine Products** are any and all products: (i) to which a Mark or other Cisco trademark or service mark has been affixed without Cisco’sconsent; (ii) that do not originate from Cisco or are produced without the approval of Cisco; and (iii) are generally produced with the intent to counterfeit or imitate a genuine Cisco Product.
4. **Pre-Existing Agreement** means Cisco’s System Integrator Agreement, Two-Tier Distributor Agreement or any substantially similar Ciscocontract with a different title that authorizes Partner to purchase Products directly from Cisco and Resell them to End Users either directly or indirectly.
5. **Products** means those Cisco hardware products, Software products, and related documentation, which Cisco makes available to an AuthorizedSource for Resale to companies that have achieved Partner’s level of registration, certification, and/or specialization within Cisco’s Channel Partner Program described at: http://www.cisco.com/go/channelprograms.
6. **Professional Services** means any pre or post-sale services performed by Partner for an End User, excluding training on Cisco Products, thatprovide Added Value for Cisco Products. Such services include without limitation pre- and post-sales network design, configuration, trouble-shooting, and support on Cisco Products.
7. **Professional Service Providers** are Registered Partners that wish to provide their own pre and/or post-sales Professional Services to EndUsers.
8. **Registered Partner** means Professional Service Providers and/or Resellers that have registered using the Cisco Partner Registration Tool andaccepted the terms and conditions of this Indirect Channel Partner Agreement.
9. **Registered Partner Logo** means the logo identified as the “Registered Partner Logo” and found at http://www.cisco.com/partner/WWChannels/marketing\_promotions/tools/logos
10. **Resale** includes any of the following sales or dispositions of a Product or Service: (a) transfer of title (or, for Software, a license conferring theright to use the Software, and, for Services, the entitlement to receive such Services) to the End User of such Product or Service or (b) transfer of title (or, for Software, a license conferring the right to use the Software, and, for Services, the entitlement to receive such Services) to a financial intermediary such as a leasing company, even if such leasing company is affiliated with Reseller, where the Product or Service is used by an unaffiliated End User. The term Resale does not include the purchase, license, sublicense, distribution or use of a Product or Cisco Service for the provision, to the general public, of any Network Services. The verb “Resell” means to engage in Resale.
11. **Reseller** is a Registered Partner that purchases and/or licenses Cisco Services and Products from an Authorized Source and Resells themdirectly to End Users.
12. **Software** is the machine readable (object code) version of computer programs developed or marketed by Cisco and related documentation.



1. **Third Party Sourced Cisco Product** means any Cisco Product that Partner purchases from any party other than an Authorized Source. ThirdParty Sourced Products do not include Non-Genuine Products.
2. **Territory** means the country identified by Partner in the applicable Partner Registration Application accepted by Cisco.

**Part B. Reseller Terms and Conditions.** This Part B only applies if Partner is Reselling Products and/or Cisco Services.

1. **Cisco Authorization and Resale Rules.**
   1. Cisco Authorization. During the term of this Agreement, Cisco hereby authorizes Reseller to purchase and/or license Cisco Services and Products only from an Authorized Source, and to resell and/or redistribute such Cisco Services and Products directly to End Users who deploy Products and receive Cisco Services within the Territory.
   2. No Resale Outside the Territory. Reseller agrees not to solicit Product or Service orders, engage salespersons, Resell, or establish warehouses or other distribution centers outside of the Territory.
   3. Sales to End Users. Reseller certifies that it is acquiring the Products and Services solely for Resale to End Users, in accordance with this Agreement. Reseller will not Resell, license, sublicense or distribute Products or Services to other resellers of Cisco Products or Services, whether or not such other resellers are authorized by Cisco or by any other source to resell or license Products or Services. Notwithstanding the above provisions of this Section B.1.3, Reseller may Resell Products or Services to any other reseller of Cisco Products or Services in the Territory, provided that such other reseller is purchasing and using such Products or Services strictly as an End User and strictly for its Internal Use in the Territory.
   4. Third Party Sourced Cisco Products. Reseller may only procure and Resell Third Party Sourced Cisco Products to End Users if prior to each Resale: (i) Reseller obtains Cisco’s prior written consent for such Resale; (ii) Reseller confirms that the End User is within the Territory;

(iii) Reseller clearly and accurately informs the End User of the condition and source of the applicable Third Party Sourced Cisco Products; and (iv) Reseller complies with and communicates to the applicable End User Cisco’s then current Software Transfer and Licensing Policy, available at: http://www.cisco.com/warp/public/csc/refurb\_equipment/swpolicy.html.

For all Third Party Sourced Cisco Products, Cisco reserves the right to withhold any Cisco Support on such products, unless such products pass a Cisco equipment inspection and Cisco receives payment for the applicable equipment inspection and/or software license fees, as required in the Software Transfer and Licensing Policy referenced above.

1. **Added Value Requirement.** Each time a Reseller resells Cisco Services or Products to an End User, Reseller will include its Added Value.Reseller must be able to demonstrate Products to prospective End Users at the End User’s location and make Professional Services available for each Product Resold by Reseller.
2. **Reseller Obligations.**
   1. Point of Sale Reports. Reseller shall identify the complete name and address of each End User either: (i) in the applicable Product purchase order issued to the Authorized Source; or (ii) in

writing within five (5) days of receiving the applicable request from Cisco or the Authorized Source. Additionally, Reseller must comply with any other point of sale reporting requirements published by Cisco from time to time, and/or the Authorized Source(s) from which such Reseller purchases and/or licenses Cisco Services and Products.



* 1. Agreements with an Authorized Source. Reseller acknowledges that each Authorized Source may require Reseller to enter into other agreement/s with an Authorized Source. Partner acknowledges and accepts that each Authorized Source is an independent party who is not empowered to act on behalf of Cisco or bind or represent Cisco in any manner. Therefore, such agreement/s will be considered executed only between Reseller and each Authorized Source with which Reseller has entered into such agreements, except to the extent that such agreements specifically identify Cisco as a third party beneficiary of such agreements. For the avoidance of doubt, this Agreement shall not constitute a sale, purchase or distribution agreement with Cisco. Any arrangements between the Reseller and an Authorized Source with respect to the sale, purchase or distribution of Cisco Products and/or Services will need to be defined in separate, specific agreements between Reseller and each Authorized Source selected by Reseller.
  2. Additional Requirements. Reseller acknowledges that Resale of Products and Cisco Services to particular End Users with which Cisco has contracted directly (for example, state governments) may require Reseller to satisfy additional requirements and to enter into supplemental agreements with Cisco. Each Reseller acknowledges that Cisco may require Reseller to achieve particular requirements, for example particular specializations, before permitting any Authorized Source to make available particular Products to such Reseller.

1. **Government Sales.**
   1. Schedule Contracts. With respect to US General Services Administration, California Multiple Award Schedule (“CMAS”), and other schedule contracts, this Agreement shall not be construed by Reseller as a representation that Cisco will furnish supplies needed by Reseller to fulfill any of Reseller’s GSA, CMAS, or similar contract obligations under any schedule contract.
   2. Government Terms. Cisco does not accept any government flowdown provisions, including but not limited to, the United States Government Federal Acquisition Regulations (“FARs”) and its supplements, Defense FARs, or NASA FARs, whether for Resale or Internal Use. Further, Cisco will not provide any government-required representations or certifications to Reseller or any of Reseller’s End Users.
   3. Notwithstanding the foregoing, Reseller may Resell Products and Services to federal, state, provincial and local governments within the Territory, subject to this Agreement and the applicable Cisco qualification and eligibility requirements, including Cisco’s aforementioned disclaimers of supply representations or government flow-downs.
2. **Pricing.**
   1. Reseller Prices. The prices Reseller pays for Cisco Services and Products will be set by the Authorized Source from which Reseller purchases such Cisco Services and Products. Subject to Cisco’s ability to impose maximum resale price limitations, Reseller is free to determine its Resale prices unilaterally.
   2. Special Pricing. Cisco may provide Reseller’s Authorized Source of choice with special pricing for such Authorized Source to provide to Reseller. Such special pricing will be limited to Resales made to one or more specific End Users. Any such agreement between Cisco and Reseller’s Authorized Source must be in writing, including email notification from Cisco, and must specify a fixed time period during which such special pricing shall be provided. If no time limit is specified in the written agreement, the time period shall be ninety (90) days from the effective date of the written agreement regarding special pricing. If Cisco offers special pricing and Reseller submits a

purchase order to the Reseller’s Authorized Source based on such special pricing, Reseller accepts that Cisco may condition such special pricing on Reseller’s agreement to Resell the Products to specific End Users and at a price that shall not exceed particular prices determined by Cisco. No such condition will prohibit Reseller from selling at any price below the prices established by Cisco.



* 1. If Cisco determines that Reseller has Resold Cisco Services or Products purchased with special pricing provided pursuant to Section B.5.2 to any person or entity other than the End User(s) identified by Cisco, then Cisco may, at Cisco’s sole discretion: (a) invoice Reseller for the difference between such additional discount and Reseller’s then-current resale discount, and/or (b) audit Reseller’s purchases and relevant records pursuant to Section C.10.8 (“Audit”) and invoice Reseller for all reasonable costs incurred by Cisco in its performance of the Audit and/or

(c) suspend Reseller’s access to price deviations and other Cisco sales and marketing programs; and/or (d) suspend shipments to Reseller; and/or (e) terminate this Agreement pursuant to Section C.2.2 below.

1. **Reseller’s Distribution Rights.**
   1. Grant of Rights. During the term of this Agreement, Cisco grants to Reseller a limited, nonexclusive, revocable license to receive from an Authorized Source and distribute to End Users located in the Territory all proprietary rights embodied in or contained in any Product. Reseller may continue such distribution for thirty (30) days following the expiration of this Agreement. Any distribution of Products containing Cisco proprietary rights (including, without limitation, all Software) outside the scope permitted by Section B.1 of this Agreement is prohibited. Cisco Products are subject to license terms which impose additional restrictions on the use, copying, or distribution of Software.
   2. Rights Reserved by Cisco. Except for the limited license provided to Reseller in the preceding Section B.6.1, Cisco reserves all right, title, and interest in and to each proprietary right embedded in or contained in any Product. Reseller acknowledges that, except as provided in Section B.6.1 above, it may not distribute Software to any other person or entity, including, without limitation, other resellers or Registered Partners.
   3. License Restrictions and Conditions. Reseller will not remove, alter, or destroy any form of copyright notice, trademark, logo, or confidentiality notice provided with any Product. Reseller will not copy or redistribute any item of Software except as specifically permitted in this Section B.6. Reseller agrees that it will not redistribute Software (including Software received as part of a Product) received from any source other than Cisco or an Authorized Source. Reseller will not translate, reverse compile or disassemble the Software, and will transfer to each End User to which Reseller resells Products all end-user license terms and end-user documentation provided by Cisco and accompanying such Products. A current copy of such end-user license terms is available at the following URL: http://www.cisco.com/univercd/cc/td/doc/es inpck/cetrans.htm

**Part C. General Terms and Conditions**

1. **Partner Benefits.** During the term of this Agreement the following benefits shall apply:
   1. Cisco.com Access. Partner shall have partner-level access to the information and tools on the Cisco.com web site (previously referred to as “CCO”), provided Partner’s use of such information is subject to the terms and conditions of Cisco.com and the Confidentiality obligations of this Agreement set forth in Section C.4 below;
   2. Partner Locator Listing. Unless Partner tells Cisco in writing that it may not do so, Cisco may include Partner in the Cisco Partner Locator tool within the Cisco.com web site;