



Cisco Systems, Inc.
170 West Tasman Drive
San Jose, CA 95134-1706

cmas-responses@cisco.com

XXXXXX, 2010

[Reseller's Point of Contact and Title]

[Reseller's Full Company Legal Name]

[Street Address]

[City, State and Zip]

Subject: CMAS Application -- Cisco Systems, Inc.'s Manufacturer Authorization Letter

Dear _____:

We are in receipt of your request for a Manufacturer Authorization Letter ("MAL") from Cisco Systems, Inc. ("Cisco") for purposes of enclosing with your California Multiple Award Schedules ("CMAS") contract application. As a condition precedent to Cisco issuing the MAL, your firm must review and sign the attached CMAS Reseller Certification and Acknowledgement Agreement ("CRCAA"). Kindly send the signed PDF copy back to Cisco at cmas-responses@cisco.com.

Upon receipt of your signed CRCAA, Cisco will provide you with the MAL for submission with your CMAS contract application. We will also notify the CMAS Unit at the State's Procurement Division that a MAL has been issued to your company. **Please note that the CRCAA contains ongoing process requirements so it is advised that you keep a copy of your signed CRCAA readily accessible for future reference.**

If you have any questions about the attached CRCAA, please contact Cisco at cmas-responses@cisco.com.

Sincerely,

Mimi Nguyen

Manager, U.S. Public Sector Contracts Management Office



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CMAS Reseller Certification and Acknowledgement Agreement

In consideration of the mutual exchange of valuable consideration receipt of which is hereby acknowledged, [insert Reseller's Full Legal Name]_____, with offices at [insert Street Address, City, State Zip Code]_____ hereby certifies that:

1. As of the date of Reseller's signature of this California Multiple Award Schedules ("CMAS") Reseller Certification and Acknowledgement Agreement ("CRCAA"), Reseller confirms that to the best of Reseller's knowledge, Reseller is in compliance with all the terms and conditions of Reseller's corporate resale/channels agreement(s) with Cisco Systems, Inc. ("Cisco").
2. Reseller understands and agrees that it will only reference current, Cisco-authorized GSA Schedule in its CMAS contract application to the State of California and will only hold a CMAS contract that is referencing a **Cisco-authorized** GSA Schedule(s). Reseller shall be solely responsible for checking at www.cisco.com for a listing of Cisco-authorized GSA Schedules available. If Reseller wishes to hold multiple CMAS contracts to sell Cisco products and Cisco branded services based on Cisco-authorized GSA Schedules that are available, Reseller must request a separate Manufacturer Authorization Letter ("MAL") for each CMAS contract application.
3. Reseller understands and agrees, on a quarterly basis, to provide Cisco with copies of Reseller's CMAS Quarterly Activity Reports as required under each Reseller's CMAS contract. Reseller shall submit copies of the CMAS Quarterly Activity Reports to cmas-reporting@cisco.com within thirty (30) days after the end of each calendar quarter.
4. Reseller understands and agrees that **before** it provides quotes to CMAS customers, it must first check the catalog of the Cisco-authorized GSA Schedule used in Reseller's CMAS contract at www.gsaadvantage.gov for current pricing and availability of Cisco products and Cisco-branded services.
5. If Reseller is also providing installation and configuration services for Cisco products sold under Reseller's CMAS contract, then Reseller understands and agrees to indemnify Cisco and hold Cisco harmless from and against any and all claims, losses, liabilities, damages and expenses (including reasonable attorneys' fees) of any kind arising out of or in connection with a claim, suit or proceeding based on Reseller's certification or Cisco's authorization for Reseller to provide installation and configuration services for Cisco Products under Reseller's CMAS contract.
6. Reseller understands and agrees that Cisco reserves the right to revoke and terminate this CRCAA and any MAL issued to Reseller for any CMAS contract in the event that Reseller fails to be compliant with any of the terms and conditions of this CRCAA and/or Reseller's corporate resale/channels agreement(s) with Cisco. Any CMAS contract that Reseller holds that uses any GSA Schedule **not authorized by Cisco** is cause for Cisco to immediately terminate any MAL previously issued.



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7. Reseller represents and warrants that its representative whose signature appears below is authorized to execute this CRCAA on behalf of Reseller.

[Insert Reseller's Full Legal Name]

Signed: _____

Printed Name: _____

Title: _____

Date of Signature: _____

TEMPLATE - NOT FOR SIGNATURE