



MCS Partner Program

Welcome to the MCS Partner Program

Dear Prospective Partner,

Thank you for your interest in becoming a member of the MCS Partner Program. As a MCS partner, we hold you in high regard and try our best to ensure that you have unlimited access to product information and continued product support. Below is a list of benefits to consider:

- Free product and market training.
- Special Pricing Promotions.
- Pre-sales support.
- Partner Presence on MCS Partner Web Site.
- Purchase NFR unit at special discount.
- Demo tools, equipment and Proof of Concept.
- Qualified for Rebate Program based on Membership Enrollment.
- Access to MCS events and Seminars.
- Newsletter Spotlight.
- Periodic e-mails and Newsletter.

Please visit our partner information link on our website (www.mcsholding.com/partners) to preview additional advantages of becoming a partner for MCS.

Should you have any further questions please do not hesitate to contact me +2 (010) 2129296, or e-mail eabulnasr@mcsholding.com

Sincerely,

Ehab Abulnasr
Channel Manager
+2 (010) 2129296
eabulnasr@mcsholding.com

Interested? Apply today!

We have several partner programs available, each with specific requirements for participation. Read through the program profiles to determine which is best for your company.

If you are interested in hearing more about any of these programs, please send an email to eabulnasr@mcsholding.com or Apply Online today.

MCS Partner Program Benefits

Membership Enrollment:	PREMIER By App. only	ADVANTAGE Meeting Requirements	STRATEGIC By Invite only
FINANCIAL			
<ul style="list-style-type: none"> • Margin • Eligible for Rebate Program¹ • Revenue commitment 	Variable N/A N/A	Variable N/A ✓	Highest ✓ ✓
PRODUCT EDUCATION AND TRAINING			
<ul style="list-style-type: none"> • Product & Sales training at no cost • Technical training at no cost² • Technical Training at 50% discount • Opportunities to attend some selective training courses² • Quarterly Training Updates 	✓ N/A 2 N/A ✓	✓ 2 4 N/A ✓	✓ 5 8 ✓ ✓
MARKETING BENEFITS			
<ul style="list-style-type: none"> • Access to MCS events and Seminars³ • Newsletter Spotlight • Periodic E-mails and E-Newsletters • Special Pricing Promotions • Partner Presence on MCS Partner Web Site • Purchase NFR unit at Special Discount • Brand Awareness⁴ • Obtain quotes from MCS Executives for use in your Press Releases & campaigns. 	N/A N/A ✓ N/A ✓ N/A ✓ N/A	Eligible ✓ ✓ ✓ ✓ ✓ ✓ ✓	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓
SALES ASSISTANCE			
<ul style="list-style-type: none"> • Pre-sales assistance when needed • Field Sales Support (Joint calls) • Access to demo equipment (If required) • Advanced Product Information • Protected Leads Program • MCS Business Commitment 	✓ N/A N/A N/A ✓ N/A	✓ ✓ ✓ ✓ ✓ Partial	✓ ✓ ✓ ✓ ✓ ✓
PARTNER COMMUNICATIONS			
<ul style="list-style-type: none"> • Dedicated Channel Manager • Periodic E-mails⁵ 	✓ ✓	✓ ✓	✓ ✓
TECHNICAL SUPPORT			
<ul style="list-style-type: none"> • Levels of technical support • SLA Agreement • Telephone support • Email support 	Self-serve support SLA-4 N/A N/A	Medium support SLA-4 ✓ ✓	Highest support SLA-3 ✓ ✓

Please note: Benefits may vary depending on opportunity size and partner level.

1. For partners who achieve or exceed their agreed sales targets.
2. Subject to resource availability; May be subject to additional participation requirements.
3. e.g., annual meetings and seminars.
4. Use of the appropriate MCS Channel Partner Logo (e.g. Premier, Advantage and Select).
5. Periodic E-mails are usually valuable information requested by partners includes special announcements, updates, etc..

MCS Partner Program Requirements

Membership Enrollment:	PREMIER By App. only	ADVANTAGE Meeting Requirements	STRATEGIC By Invite only
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APPLY

• Complete Program Application	✓	✓	✓
• Sign Program Agreement	✓	✓	✓
• Sign Mutual Non-Disclosure Agreement (if necessary)	✓	✓	✓

DEVELOP

• Business Plan with Quota Commitment	N/A	Optional	✓
• Assign Sales Staff Minimum	1	1	2
• Assign Technical Staff Minimum	1	2	2
• Product & Technical Training	✓	✓	✓

BUSINESS REVIEWS

• Monthly Forecast to be submitted to MCS Channel Manager	Optional	Required	Required
• Monthly Sales Pipeline Report (Must Include End-User Information, Products, etc.)	Required	Required	Required

- Register at MCS Web site, complete the application and submit it to the Channel Manager and take advantage of the many benefits and opportunities that will come your way as we work together to serve your customers.

MCS Channel Partner Program

Terms & Conditions

If you are granted membership in the MCS Channel Partner Program, these Terms and Conditions (“Terms and Conditions”) constitute a legal agreement by and between Your Company (hereafter “You,” “Your” or “Your Company”) and Mideast Communication Systems (“MCS”).

Your acceptance of these Terms and Conditions does not obligate MCS to accept you into the MCS Channel Partner Program. To be accepted, you must accept these Terms and Conditions, submit a completed application form, and meet all Membership Requirements.

1.0 DEFINITIONS

- 1.1 “Effective Date” means the date that MCS provides you written notification of your acceptance as a member of the MCS Channel Partner Program. Once membership is established, these Terms and Conditions are effective each year on the first day of each calendar year.
- 1.2 “MCS” means Mideast Communication Systems.
- 1.3 “Product(s)” means MCS products sold by MCS.
- 1.4 “Program Benefits” mean the benefits described at: <http://www.mcsholding.com/partners>, which may be modified from time to time, at MCS’s sole discretion.
- 1.5 “Membership Requirements” mean the requirements for membership described at: <http://www.mcsholding.com/partners>, which may be modified from time to time, at MCS’s sole discretion.
- 1.6 “Probation” means a 90-day period during which some or all Program Benefits may not be available; refer to Sections 6.3 and 6.4 herein.

2.0 Program Levels

There are three levels of membership in the MCS Channel Partner Program (individually referred to by their title, or collectively referred to as the “MCS Channel Partner Program” or “program member” or “Program”). Membership requirements for these levels can be found at: <http://www.mcsholding.com/partners>.

- 2.1 Premier Member.
- 2.2 Advantage Member.
- 2.3 Strategic Member.

3.0 Your Obligations For Membership

- 3.1 Comply with Terms and Conditions.
- 3.2 Profile Information: As you move up a level in the MCS Program, you must verify and update Your Company profile information.
- 3.3 Purchase from MCS ONLY for McAfee, Juniper and Palo Alto Products.
- 3.4 Reporting: Upon MCS’s request, you agree to provide MCS with sales reports for MCS Products, and such other reports or information as MCS may reasonably request.

4.0 PROGRAM BENEFITS

MCS offers benefits to members of the MCS Channel Partner Program. These Benefits are described by separate guidelines can be found at: <http://www.mcsholding.com/partners>

5.0 CONFIDENTIAL INFORMATION

Maintain Confidential Information with at least the same degree of care that you use to protect your Company's own confidential and proprietary information, but with at least a reasonable degree of care under the circumstances.

6.0 TERM, CHANGES, AND TERMINATION

- 6.1 Term. These Program Terms and Conditions will be effective from the "Effective Date." You will receive written or electronic notice from MCS specifying the date your membership becomes effective ("Effective Date") within the applicable calendar year. Your membership will expire on the last day of that calendar year. Annually, MCS will review your membership status and extend the term for an additional calendar year on the condition that you review your membership status with a MCS Channel Manager (representative), and that you review, correct, and resubmit updated information requested by MCS and complete an annual renewal application.
- 6.2 Changes to MCS Channel Partner Program. At any time after providing notice, MCS in its sole discretion may:
- A. Add new MCS Channel Partner Program levels.
 - B. Cancel all or any of the MCS Channel Partner Program levels.
 - C. Change, modify, or discontinue part or all of the MCS Channel Partner Program, benefits, or services.

You shall review these Terms and Conditions at least once a year or sooner if MCS notifies You of a change in the Terms and Conditions. You agree that Your continuing participation in, or access to, the MCS Channel Partner Program after any changes or modifications constitutes Your acceptance of the Terms and Conditions as modified.

- 6.3 Probation. MCS may place You on Probation if:
- A. You fail to maintain obligation to these Terms and Conditions.
 - B. You fail to submit an updated annual Program application or reporting requirements.
- 6.4 Definition of Probation. Probation is a period of time of up to 90 days during which you may not be eligible for Program Benefits. During this period you must take action to correct deficiencies brought to your attention. If deficiencies continue at the end of the probation period, You may be terminated from MCS Channel Partner Program. Application for re-entry to the MCS Channel Partner Program will not be considered until six (6) months after the date of termination. Re-entry will be at MCS's sole discretion.

6.5 Terminate Membership or Change Membership Program – MCS. MCS may terminate your membership in the MCS Channel Partner Program, or change your membership from one level to another at any time with notice, with or without cause, in MCS's sole discretion. Conduct that constitutes cause for termination includes, but is not limited to:

6.5.1 Application for membership contains incorrect or falsified information.

6.5.2 Failure to comply with any of the membership requirements.

6.5.3 Failure to comply with any other requirements applicable to You as an MCS Channel Partner Program member.

6.6 Terminate Membership – Program Member. You may terminate Your membership at any time by providing written notice to the MCS Channel Partner Program Manager.

6.7 Effect of Termination. Upon termination, all rights granted under these Terms and Conditions shall immediately terminate.

7.0 Order and delivery:

Program Member's order for Products will be in writing and sent by facsimile or email to MCS. Such orders shall specify:

7.1 Product part number and description.

7.2 Quantities.

7.3 Purchase price.

7.4 Preferred delivery method.

7.5 Exact "Bill to" and "Ship to" address.

7.6 Correct company domain email address.

7.7 Full end user details.

8.0 Payment Terms:

Unless otherwise agreed in writing, Program Member agrees to pay for the products 50% upon placement of a purchase order and 50% upon Delivery.

9.0 Warranty Terms:

If any part of the hardware products should prove defective in materials or workmanship under normal operation of service due to industrial defect, such products will be repaired or replaced in accordance with the warranty cover and terms provided by the manufacturer of the product provided.

10. Non-Solicitation:

Neither MCS nor Program Member shall attempt to hire any of the other party contracted employees, or to solicit them without the pre-written approval of the other party.

11. Indemnification:

MCS and Program Member shall be liable for any direct damage or loss resulting from his own acts or omissions or relating to his intentional or gross negligence.

12. Force Majeure:

Neither MCS nor Program Member shall be deemed to be default or liable to the other party for any loss, damage, delay or failure of performance resulting from any cause which is beyond its reasonable control, included but not limited to: Acts of God, Public enemy, riots, war, strikes, work stoppages, Laws, Regulations, acts or failure to act of any governmental authority, etc..

13. Jurisdiction

If any disputes arise out of or in connection with the Agreement between MCS and the Program Member, Arbitration shall have exclusive jurisdiction over such disputes according to the rules of Cairo Regional Center for International Commercial Arbitration (CRCICA). The seat of Arbitration shall be Cairo, Egypt. The Arbitral Award shall be final, binding and subject to no appeal.

Partner Program Agreement

This Partner Program Agreement ("Agreement") is entered into by and between Mideast Communication Systems, a company organized and existing under the laws of Egypt, having an office at 5, Al Sherka Al Porsaedyia st., off Asmaa Fahmy St., Behind Rekaba Idareya building, Heliopolis Cairo, Egypt. Represented by Ehab Abulnasr in his capacity as Channel Manager (Hereinafter referred to as ("Distributor") or ("MCS") and, a company organized and existing under the laws of Egypt, having its principal office at Represented by in his capacity as (Hereinafter referred to as ("Partner") and is effective on the date which MCS signs the Agreement (the "Effective Date").

WHEREAS

Partner is purchasing and/or Products and Services from a Distributor, subject to the terms and conditions agreed between Partner and Distributor.
Partner and MCS wish to have a direct contractual relationship between them to regulate a number of issues as set out in the following terms and conditions:

1. BUSINESS PARTNER PROGRAM

MCS makes available to the Partner directly certain benefits through the MCS Business Partner Program ("Partner Program"). The Partner Program is made available for Partner's use in further promoting, marketing of Products. MCS reserves the right to cancel or to modify the Partner Program at any time without notice or consent from Partner. The latest version of the Partner Program can be found at: <http://www.mcsholding.com/partners>

2. RESPONSIBILITIES OF PARTNER

- 2.1 Compliance with Partner Program. Partner shall comply with the Partner Program and article 2.2 of this Agreement in order to be eligible for the benefits of the Partner Program.
- 2.2 Sales Reporting; End User Information Record-Keeping. Partner shall provide End-user data to the Distributor at the moment of requesting a sales quotation, including End User full details.

3. CONFIDENTIALITY

3.1 Confidential Information. The term "Confidential Information" means any sales and technical information related to MCS Products or Services.

Confidential Information does not include information that is generally known by third parties or any information was independently developed by the receiving party without use of Confidential Information of the disclosing party

3.2 Protection of Confidential Information. Each party will protect all Confidential Information received from the other party with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than a reasonable degree of care. Neither party will use or disclose the other party's Confidential Information except as permitted in this Section or for the purpose of performing its obligations under the Agreement. The confidentiality obligations of each party under the Agreement will survive for a period of two (2) years following any expiration or termination of the Agreement. Upon termination of the Agreement, each party will cease all use of the other party's Confidential Information and will promptly return, or at the other party's request, destroy all Confidential Information in tangible form and all copies of Confidential Information in that party's possession or under its control, and will destroy all copies of Confidential Information on its computers, disks and other digital storage devices. Upon request, a party will certify in writing its compliance with this Section.

4. PAYMENT TERMS.

Unless otherwise agreed in writing, Partner agrees to pay for the products 50% upon placement of a purchase order and 50% upon Delivery.

5. WARRANTY TERMS:

If any part of the hardware products should prove defective in materials or workmanship under normal operation of service due to industrial defect, such products will be repaired or replaced in accordance with the warranty cover and terms provided by the manufacturer of the product provided.

6. FORCE MAJEURE:

Neither MCS nor Partner shall be deemed to be default or liable to the other party for any loss, damage, delay or failure of performance resulting from any cause which is beyond its reasonable control, included but not limited to: Acts of God, Public enemy, riots, war, strikes, work stoppages, Laws, Regulations, acts or failure to act of any governmental authority, etc..

7. TERMINATE MEMBERSHIP OR CHANGE MEMBERSHIP PROGRAM BY MCS.

MCS may terminate your membership in the MCS Channel Partner Program, or change your membership from one level to another at any time with notice, with or without cause, in MCS's sole discretion. Conduct that constitutes cause for termination includes, but is not limited to:

- i. Application for membership contains incorrect or falsified information.
- ii. Failure to comply with any of the membership requirements.
- iii. Failure to comply with any other requirements applicable to you as an MCS Channel Partner Program member.

8. TERMINATE MEMBERSHIP BY PROGRAM MEMBER. You may terminate your membership at any time by providing written notice to the MCS Channel Partner Program Manager.

9. EFFECT OF TERMINATION

Upon termination, all rights granted under these Terms and Conditions shall immediately terminate.

10. ORDER AND DELIVERY

Partner's order for Products will be in writing and sent by facsimile or email to MCS. Such orders shall specify:

- i. Product part number and description.
- ii. Quantities.
- iii. Purchase price.
- iv. Preferred delivery method.
- v. Exact "Bill to" and "Ship to" address.
- vi. Correct company domain email address.
- vii. Full end user details.

11. NOTICES

All notices under this Agreement shall be in writing, sent by telex, facsimile or first-class registered or recorded delivery post to the party being served at its address specified above or at such other address of which such party shall have given notice as aforesaid, and marked for the attention of that party's signatory of this Agreement. The date of service shall be deemed to be the day of receipt, for the avoidance of doubt, from the day that notice reaches the other party.

12. ENTIRE AGREEMENT GOVERNING LAW AND JURISDICTION

This Agreement constitutes the entire agreement and understanding between the parties in respect to its subject matter and supersedes all previous agreements, understandings and undertakings in such respect. This Agreement cannot be amended except in writing and duly signed by both parties or by their authorized/delegated signatories. The interpretation construction and effect of this Agreement shall be governed and construed in all respects in accordance with the laws of Egypt.

13. JURISDICTION

If any disputes arise out of or in connection with this Agreement, Arbitration shall have exclusive jurisdiction over such disputes according to the rules of Cairo Regional Center for International Commercial Arbitration (CRCICA). The seat of Arbitration shall be Cairo, Egypt. The Arbitral Award shall be final, binding and subject to no appeal.

14. DEFINITIONS

“End User” means a third party that purchases MCS products and/or Services for its internal use and not for resale, sublease, or sublicense. “Products” means MCS products, including software licenses. “Services” means those services performed by MCS personnel.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in four original copies by their duly authorized representatives with the intent to be legally bound as of the Effective Date, the receipt by each party of two signed original hereby acknowledged.

MIDEAST COMMUNICATION SYSTEMS

[Partner’s full corporate name]

By: _____

By: _____

Name: Ehab Abulnasr

Name: _____

Title: Channel Manager

Title: _____

Date: _____

Date: _____

MCS Partner Program Application

SECTION 1: BUSINESS DETAILS

Please provide an overview of your business for our records

Tick one: <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole partnership <input type="checkbox"/> Other:
Company Legal Name: <small>Note: If your company is qualified to rebate program, rebate cheques will be made payable to this Trading Name</small>
Applicant Name (Company or individual):

Office Mailing address: (Head office):	
City:	Postcode:
Phone Number:	Fax Number:
E-Mail Address:	URL:
Shipping Address (if different)	
City:	Postcode:

SECTION 2: KEY BUSINESS CONTACTS

Please provide details of the key contacts in your organization

First Name:	Last Name:	Position: Managing Director
Phone:	Mobile:	E-mail:

First Name:	Last Name:	Position: Finance Director (or equiv.)
Phone:	Mobile:	E-mail:

First Name:	Last Name:	Position: Sales Director (or equiv.)
Phone:	Mobile:	E-mail:

First Name:	Last Name:	Position: Marketing Director (or equiv.)
Phone:	Mobile:	E-mail:

SECTION 3: BUSINESS CLASSIFICATION

Please provide the following details

BUSINESS

Year commenced business:

Revenue (last FY):

Projected revenue (this year):

Percentage revenue for: ___ Hardware

Percentage revenue for: ___ Software

Percentage revenue for: ___ Services

What geographic area does your organization serve?

Local (Greater Cairo)

National (entire Egypt)

Regional (Middle East/Africa)

International

Other _____

Number of Employees:

Approximate number of employees that would sell and service :

___ Full-time inside sales people

___ Full-time outside sales people

___ Full-time pre-sales Engineers

___ Full-time post-sales Engineers

Indicate below what types of marketing activities your company engages in.

Seminars

Newsletters

Trade Shows

Direct Mail

Print advertising

Other _____

Which distributors do you typically purchase from:

Other _____

How would you classify your company? (check all that apply)

Reseller

VAR

Systems Integrator

Consultant

Education

Developer

Chain

Franchise

Distributor

Other: _____

List all vertical markets that you service:

Please list hardware vendors, software vendors, consulting firms and/or systems integrators with whom your company has a formal business relationship. Include any existing certificates (i.e. Microsoft solutions Provider Partner, Cisco certified, Novel Platinum, etc.):

Please list any relevant business relationships and alliances, including anyone you would partner with to solve your customer's end-to-end solution:

Please provide a description of value-added services that your company offers (i.e. network integration, custom development, reseller of software, training, etc...):

Please provide a list of any products that you sell that might compete with MCS :

SECTION 4: SIGN-OFF

I hereby declare that the statements provided in this application are true, correct and accurate to the best of my knowledge. I understand and agree to the following:

Completion and return of this application does not constitute acceptance by MCS of the undersigned as a Partner. MCS reserves the right at its sole discretion to deny authorization for any reason. Failure to sign below will cause delay in application processing. All applications, approvals, and contracts must be complete before you may advertise or represent as a MCS Partner. Note that no binding agreement is formed until MCS has approved you as a Partner. MCS's approval shall only be indicated by its written notification to you of acceptance.

Signed:		Date:
First Name:	Last Name:	Position:

Guidelines for MCS Channel Partners

Mideast Communication Systems is delighted to offer marketing support to assist our channel partners with its underlying efforts in marketing and selling Mideast Communication Systems products and services.

There are many resources that our channel partners may draw upon as part of their marketing activities based on their membership enrollment. These resources are made available to support channel partners to drive their revenue. These assets and resources include:

- Free Training programs.
- Access to MCS events and Seminars.
- Newsletter Spotlight.
- Periodic e-mails and newsletter.
- Special pricing promotions.
- Partner Presence on MCS Partners Web Site.
- Purchase NFR unit at special discount (based on membership enrollment).
- Access to demo products (based on membership enrollment).
- Brand awareness: use of the appropriate MCS Channel Partner Logo (e.g. Premier, Advantage and Select).
- Obtain quotes from MCS Executives for use in your Press Releases & campaigns.

Who Do I Call?

Please feel free to contact us if you have any questions or suggestions. Additional information may be found at www.mcsholding.com/partners

MCS Contact Information		
Request	Phone /Email	Details
Partner Program Information	+2 (0100) 2129296	Call for Partner specific questions, help with partner issues, to coordinate joint initiatives, etc.
Sales Support	+2 (0100) 2129296	Call for help with RFI and RFQ request
Professional Services	eabulnasr@mcsholding.com	Professional services can be engaged for a fee to support special requests, advanced features (ahead of schedule), etc.
Training & Certification	training@mcsholding.com	Ask for training schedule.
Accounting	+2 (02) 2290 9326	Check for invoices, other finance issues.