

Service Description: Learning@Cisco Digital Course Services

This document describes Cisco's Learning@Cisco Digital Course ("Digital Course") offerings.

Related Documents: This document should be read in conjunction with the following documents also posted at Cisco's Service Description Site (1) Glossary of Terms; (2) List of Services Not Covered; and (3) Severity and Escalation Guidelines. All capitalized terms in this description have the meaning ascribed to them in the Glossary of Terms.

Direct Sale from Cisco. If you have purchased these Digital Courses directly from Cisco, this document is incorporated into your Master Services Agreement (MSA) or equivalent services agreement ("Agreement") with Cisco. All capitalized terms not defined in the Supplemental Glossary of Terms at the back of this document shall have the meaning ascribed to them in the Agreement. In the event of a conflict between this Service Description and your Agreement, this Service Description shall govern.

Sale via Cisco-Authorized Reseller. If you have purchased these Services through a Cisco-Authorized reseller, this document is for description purposes only; is not a contract between you and Cisco. The contract, if any, governing the provision of this Service will be the one between you and your Cisco-Authorized reseller. Your Cisco-Authorized reseller should provide this document to you, or you can obtain a copy of this and others from the Cisco service descriptions web site.

SERVICE SUMMARY

The Cisco Digital Course offers consist of time-based access to an individual course, or a library of Cisco online e-learning content that focus on Cisco certifications, technologies or products. Each license has a duration of six (6) months. The Content is presented in a variety of delivery formats including but not limited to video on demand, visual hands on, and remote access to Cisco Learning Labs. Authorized Student access to the online learning products is via a secure Internet connection.

USER LICENSE

Customer agrees to the following terms upon purchase of access to Cisco digital learning:

 Access to Cisco digital learning is based on the subscription licenses purchased for each Authorized Student. Each license has a 6-month duration. The effective start and dates are defined in the service order. Upon access termination, neither party shall have any further

- obligations to the other party under this Service other than as set forth in this in this section.
- Customer's use of the Service is subject to acceptance of the End User License Agreement.
- All Content and materials are copyrighted and are the property of Cisco and/or its subcontractor(s). No portion of the Cisco digital learning Content may be recorded, reproduced, duplicated, distributed or broadcast in any manner without Cisco's written permission.
- Cisco Digital Course offers are made available by Cisco through a secure web-based interface. Access to the Cisco digital learning and its contents will only be granted to those students who are predefined in the system by the Customer Administrator as Authorized Students.
- Use and viewing of Cisco digital learning Content is limited to the Authorized Students who have been provided access. Sharing of user licenses to nonauthorized users is prohibited.
- Authorized students, once assigned are assigned for the Term. Changing or swapping Authorized Students within the Term is prohibited.
- For Customers who select single technology bundles, once the technology bundle category is selected, it cannot be changed or swapped at any time during the Term.
- For single technology bundles, the technology selected is assigned to all licenses that are part of the bundle purchased.

CISCO RESPONSIBILITIES

Cisco shall provide the following:

- Provide a URL that enables Customer appointed Administrator and selected Authorized Students access to the purchased secure Cisco digital learning Content.
- Provide initial assistance in making the Cisco digital learning accessible by the Customer Administrator with appropriate authentication and authorizations for Authorized Students.
- In the event that the Customer Administrator changes, Cisco will make the change and provide access to the new Customer Administrator within five (5) business days from the date of notification.

- Provide the amount of user licenses that are consist with the part number ordered.
- Access to Content Multimedia Clips in the form of video on demand or audio on demand content.
- Customer support assistance for issues submitted to Cisco using appropriate support aliases.
- Protect personal information in accordance with <u>Cisco's Online Privacy Statement</u>. To the extent the terms of this Service conflict with such Privacy Statement, these terms herein will control.

CUSTOMER RESPONSIBILITIES

Customer has the following responsibilities:

- Designate a single point of contact to whom all Cisco communications may be addressed and who has the authority to act on all aspects of the Services and shall be available during Standard Business Hours.
- Designate at least one person to act as the Customer Administrator.
- Notify Cisco of any changes to the Customer Administrator role.
- Advertise the availability of the Cisco digital learning to targeted Authorized Students.
- Identify the Authorized Students who should have access to Cisco digital learning and input their names into the Cisco digital learning registration system. The Customer Administrator has overall responsibility to manage the access to the portal and input Authorized Student's personal information and the Cisco assigned password. The maximum number of Customer Authorized Students who can be assigned to use the Cisco digital learning are defined by the number of user licenses purchased.
- Customer Administrator will ensure that all Authorized Students have obtained Cisco.com accounts including a log in ID.
- O Unless otherwise agreed to by parties, provide information and documentation required by Cisco within five (5) business days of Cisco's request. Information includes but is not limited to Authorized Student personal information and if a single technology bundle was purchased, the technology category selected from the list of available technology bundles that appear on www.cisco.com/go/ase.
- Enable selected TCP/IP ports for outbound remote access to view Content on Customer premises.
- Third Party Sites. In connection with your use of any Content, Authorized Student may access or link to third party Internet sites, including the use of browsers. Cisco does not control the third party sites; and Cisco is not responsible for the content of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. Cisco cannot ensure or warrant the security of any personal information provided nor how such third parties may use your information

when using or accessing third party sites. Cisco is providing links to third party sites to Authorized Student only as a convenience; and the inclusion of any link does not imply an endorsement by Cisco of any third party site.

WARRANTY

ACCESS TO THE CISCO DIGITAL LEARNING AND ALL INFORMATION PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. THE INFORMATION PROVIDED IN CONNECTION WITH THE SERVICE IS NOT REPRESENTED TO BE COMPLETE OR ACCURATE; AND CISCO DISCLAIMS ALL REPRESENTATIONS AND (EXPRESS OR WARRANTIES IMPLIED) RELATING TO THE SERVICE AND ALL REPORTS. DOCUMENTATION AND OTHER INFORMATION GENERATED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

SUPPLEMENTAL GLOSSARY OF TERMS

- "Authorized Student" means either (i) an employee of Customer or (ii) an independent contractor of Customer performing services for Customer's benefit who is authorized by Customer to use the Services.
- "Content" means the content hosted by Cisco as part of the Services for which Customer shall gain access, including Sidebar Content (defined below). Cisco or its suppliers own all title, copyright, and other intellectual property rights in the Content and all Content shall be considered Cisco Confidential Information.
- "Customer Administrator" refers to a Customer employee who is responsible for the administration, communication and distribution of the user licenses that Customer is entitled to. Customer Administrator access is limited to administration access only. Access to content is not part of administrative access.
- "Multimedia Clip" means a discrete multimedia video or audio segment, in digital format, that is intended to be viewed from start to finish without interruption.
- "Term" means the term of the Cisco digital learning access purchased by Customer.