# Service Description for Cisco Unified Communications Manager (UCM) Cloud Pilot

This document (this "Service Description") describes the Service features, components, and terms of the pilot program Partner will purchase from Cisco for use with a single end customer to support Cisco's Unified Communications Manager Cloud ("UCM Cloud") during a limited 90-day pilot as described below (the "Pilot"). Partner's purchase of the Pilot will be affected by a paper or electronic document order signed or accepted by Cisco that includes details of the Partner's purchase, such as pricing, service term, and other commercial terms (an "Order").

This Service Description, along with the relevant Order, is incorporated into the agreement between Partner and Cisco governing Partner's provision of the Cisco cloud services to end customers (the "Agreement"). In the absence of any such Agreement, Partner's and end customer's use of the Pilot will be governed by Cisco's Universal Cloud Agreement, which is available at: <a href="https://www.cisco.com/c/en/us/about/legal/cloud-and-software/universal-cloud-agreement.html#/8/">https://www.cisco.com/c/en/us/about/legal/cloud-and-software/universal-cloud-agreement.html#/8/</a>.

### **Pilot Summary**

- Cisco will provide a 90-day pilot for Partner to use for a single end customer and shall be limited to use by no more than 250 users. The 90-day pilot will commence following a 30-day setup period, subject to a schedule agreed by Cisco and Partner.
- This Service Description is meant to be read in conjunction with the Cisco UCM Cloud Service Description, which describes the terms and conditions applicable to the UCM Cloud and is available at: <a href="https://www.cisco.com/c/en/us/solutions/collateral/collaboration/unified-communications-manager-cloud/salestool-c96-742547.html">https://www.cisco.com/c/en/us/solutions/collateral/collaboration/unified-communications-manager-cloud/salestool-c96-742547.html</a>.
- Cisco's performance will be provided remotely from Cisco's global Network Operations Centers (NOCs) global delivery model, and the Pilot will be available 24x7x365, unless otherwise notified by Cisco.

### **Partner-Connected Pilot**

As part of the Pilot, Cisco will make available a single dedicated instance of UCM Cloud for use by Partner for a single end customer in a single geographic region (e.g., U.S., EMEAR, or APAC). The Pilot will be limited to a maximum of 250 users.

Prior to commencement of the Pilot, Partner must meet Cisco's UCM Cloud Partner certification criteria and must have successfully completed peering to the Cisco UCM Cloud in accordance with the requirements provided by Cisco. Cisco will build an instance of the UCM Cloud and be responsible for ensuring that it is ready for use by the end customer as of the agreed date and for 90 days thereafter. Partner is responsible for all onboarding, configuration, administration, and management of the Pilot beyond Cisco's making the Pilot ready for use, including any associated costs. Partner will have access to Cisco's Partner Operations Portal, including standard tools and standard UCM Cloud support as described in the UCM Cloud Service Description. Partner is solely responsible for managing the Pilot, including providing and/or managing any associated hardware (e.g., endpoints, CPE, etc.), PSTN or any other required connectivity (including telephone numbers), and any third party applications or integrations. Partner will be the single point of contact for the end customer, and Cisco will not engage directly with the end customer as part of the Pilot. For the avoidance of doubt, Cisco will not provide any equipment, devices, third party applications, or integrations for use or testing as part of the Pilot.

To ensure the success of the Pilot, prior of Cisco's setup of the UCM Cloud instance for the Pilot, Partner will: (a) provide Cisco with any success criteria or other objectives that the end customer will assess in determining whether to convert the Pilot into a production instance of UCM Cloud; and (b) address all end customer use cases with the end customer and communicate such use cases to Cisco. Partner is responsible for managing and evaluating the Pilot throughout its lifecycle. Any scale testing or other performance testing must be agreed in writing with Cisco.

Partner is solely responsible for processing any customer data, including any personally identifiable information, in accordance with applicable laws and for ensuring that any such customer data is deleted following an end customer's use of the Pilot.

### **Pilot Term**

Cisco and Partner will agree to a schedule for the setup and activation of the Pilot, which will last for a period of 90 days. During the 90-day Pilot, Partner may notify Cisco of its intent to convert the Pilot instance of UCM Cloud into a production environment. Where Partner converts the Pilot into a production environment for the end customer, the Parties agree that: (a) Partner will commit to onboarding no less than 1,000 users into the production environment within 60 days following the expiration of the Pilot; and (b) Partner's purchase of the production environment UCM Cloud services will be subject to a separate purchase governed by Cisco's standard terms and conditions with respect to UCM Cloud. If Partner fails to notify Cisco of its intent to convert the Pilot into a production environment during the 90day Pilot, then Partner and end customer's right to use the Pilot will expire at the end of the 90-day period.

## **Additional Terms**

*Feedback.* Partner will provide Cisco information on the performance of the Pilot, it's use of the Pilot, any features that should be provided or modified, and similar information ("*Feedback*"). Cisco may freely use any Feedback (excluding any personal data or Confidential Information) Partner or end customer provides without compensation to develop or modify the Pilot.

*Errors or Failures.* Partner will promptly notify Cisco of any failure, error, or other malfunction of any part of the Pilot, including any suspected or confirmed attack that Cisco does not identify.

*Changes to the Pilot.* Cisco may modify the Pilot at any time during the 90-day period. Partner agrees to promptly implement reasonably requested changes to the Pilot with assistance from Cisco.

No Service Levels. Partner understands and agrees that the Pilot is provided without any service levels, and Partner will have no rights or remedies available for any performance failures. Partner accepts the Pilot as-is and with all faults.