



Service Description of Intrusion Prevention System (IPS)

This document describes Intrusion Prevention System (IPS) Cisco Services which you the "End-User" have purchased (and Cisco will be providing) either directly from Cisco or through a Cisco Authorized Channel. It should be read in conjunction with the following documents posted at www.cisco.com/go/servicedescriptions: (i) the Glossary of Terms, (ii) the Severity and Escalation Guideline and (iii) the list of Services not covered. This document is for description purposes only. It is not a contract and does not create any rights or obligation for you or for Cisco. The contract, if any, governing the provision of Cisco Services shall be either: (a) the one signed by you and Cisco if you are purchasing the services directly from Cisco or (b) the one between you and the Cisco Authorized Channel.

Cisco Responsibilities

- Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist with Product use, configuration and troubleshooting issues and access to Cisco.com. Cisco will respond to Customer within one (1) hour for all calls received during Standard Business Hours and for Severity 1 and 2 calls received outside Standard Business Hours. For Severity 3 and 4 calls received outside Standard Business Hours, Cisco will respond no later than the next Business Day.
- Manage problems according to the [Cisco Severity and Escalation Guideline](#).
- Access to Cisco.com. This system provides Customer with helpful technical and general information on Cisco Products as well as access to Cisco's on-line Software Center library. Please note that access restrictions identified by Cisco from time to time may apply.
- Generate work-around solutions to reported Software or Signature File problems or implement a patch to the Software or Signature File. For a Software or Signature File patch, Cisco will make available from the Cisco.com Software Center (www.cisco.com/software) or ship a Maintenance Release to Customer for the Product experiencing the problem, as agreed with Customer. Requests for alternative carriers will be at Customer's expense.
- Assist Customer by telephone, facsimile or electronic mail (for information related to Product use, configuration and troubleshooting).
- Updates where available and where Customer requests these for supported Software

- If a Feature Set Upgrade is licensed, Customer shall be entitled to at the upgraded level for such licensed Hardware.
- Software releases and Signature File(s) and any supporting documentation will be made available from the Cisco.com Software Center (www.cisco.com/software) or on physical media such as CDROM. Applicable supporting documentation, if available, is limited to one (1) copy per Software release and Signature File as applicable. Provide Signature File Notification when Signature File(s) are made available. End User can, however, purchase additional copies from Cisco.
- Provide access to Signature File(s). Access to such Signature File(s) is limited to Products covered under a current Equipment list.

Advance Replacement and On-Site Service

Advance Replacement and On-Site Support Services are subject to geographic and weight limit restrictions. Customer can view the availability options for specific locations by accessing Cisco's Services Availability Matrix tool on Cisco.com at: http://www.cisco.com/cgi-bin/front.x/agents/SAM/cca_sam_landing.cgi.

Destination country importation, Customer compliance with U.S. export controls and customs processes may condition delivery times. Shipments of FRUs and Advanced Replacements will be DDU (Incoterms 2000), except for shipment to and from the European Union will be shipped DDP (Incoterms 2000), using Cisco's preferred carrier, freight prepaid by Cisco, excluding import duties, taxes and fees, where applicable. Requests for alternate carriers will be at End-User's expense. Chassis and line card Advance Replacement Service must be at the same level of coverage. Cisco will provide End-User with Advance Replacement(s) and FRUs that are either new or equivalent to new.

Part I - Advance Replacement

- 8x5xNext Business Day: An Advance Replacement will ship the same day to arrive the next Business Day provided and Cisco's determination of the failed Hardware has been made before 3:00 p.m., Depot Time. For requests after 3:00 p.m., Depot Time, the Advance Replacement will ship the next Business Day.
- 8x5x4: Advance Replacement on a Four-Hour Response basis between 9:00 a.m. and 5:00 p.m. Depot Time the same Business Day, provided Cisco's determination of the

failed Hardware has been made before 1:00 p.m., Depot Time. If Customer makes a request after 1:00 p.m. Depot Time, Cisco will deliver the Advance Replacement the morning of the next Business Day.

- 24x7x4: Advance Replacement parts on a Four-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.
- 24x7x2: Advance Replacement on a Two-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.

Part II - On-Site Services

- On-Site 8x5xNext Business Day: Provide next-business-day Remedial Hardware Maintenance service, together with parts, labor and materials, by 5:00 p.m. Depot Time provided Cisco's determination that on-site Service is required has been made before 3:00 p.m. Depot Time the prior day (otherwise, second Business Day will be provided for calls placed after 3:00 p.m. Depot Time).
- On-Site 8x5x4: Provide Four-Hour Response for Remedial Hardware Maintenance service between 9:00 a.m. and 5:00 p.m. Depot Time the same Business Day, together with parts, labor and materials, provided Cisco's determination that on-site service is required has been made before 1:00 p.m. Depot Time.
- On-Site 24x7x4: Provide Four-Hour Response for Remedial Hardware Maintenance service twenty-four (24) hours per day, seven (7) days per week including Cisco-observed holidays.
- On-Site 24x7x2: Provide Two-Hour Response for Remedial Hardware Maintenance service twenty-four (24) hours per day, seven (7) days per week including Cisco-observed holidays.

Provision of Application Software support is not included and is available under a separate service offering.

Customer Responsibilities:

The provision of the Service options assumes that Customer will:

- Provide a severity level as described in the [Cisco Severity and Escalation Guideline](#) for all the calls Customer places.
- Comply with the terms of the Cisco Software license attached to the Software or in the absence of such terms by the license posted at http://www.cisco.com/en/US/products/prod_warranties_item09186a008025c927.html
- Provide, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between

Customer and the Cisco TAC engineer and systems passwords so that problems may be diagnosed and, where possible, corrected remotely.

- Provide thirty (30) days Notice to Cisco of any requested addition(s) to Customer's Equipment List.
- Notify Cisco, using Cisco.com, of Product on the Equipment List which Customer has moved to a new location within thirty (30) days of such relocation. Please be aware that the Services will be provided to Customer beginning thirty (30) days after receipt of Customer's notification. Cisco will also need Customer to notify Cisco of any modification to the Product and configuration including upgrades or changes to FRUs not in the original configuration within five (5) days of such modification.
- Provide current shipment contact information as follows: contact name, title, address, telephone number, e-mail address and fax number.
- Provide valid and applicable serial numbers for all Product problems and issues reported to Cisco or where Customer is seeking information from Cisco in connection with Product use. Cisco may also require Customer to provide additional information in the form of location of the Product, city location details and zip code information.
- Register all Products and provide serial numbers for all Products to which Signature File(s) are downloaded.
- When requested, provide Cisco with a list of all personnel that Customer has authorized to contact Cisco or access Cisco.com for Services and to download Software and Signature File(s) from Cisco.com or Cisco's PUT. Customer is responsible for reviewing the list on an annual basis and adding or removing personnel as necessary.
- Use the latest release of Software, where Cisco advises Customer that this will correct a reported Software problem.

Where Customer has purchased Advanced Replacement Services:

- Return to Cisco all defective or returned Products in accordance with Cisco's RMA procedure and will provide a new Purchase Order number to Cisco's asset recovery team to facilitate the billing of Product not returned. Customer agrees to assist Cisco in troubleshooting failed Hardware down to the FRU level prior to initiating the RMA procedure.
- Customer is responsible for the following when returning Product to Cisco (a) proper packaging, including description of failure and written specifications of any other changes or alterations; (b) insurance of all packages for replacement cost to be

shipped FOB Cisco's designated repair center and (c) returns must be received within thirty (30) days; otherwise, the replacement Product will be charged at the current Price List. Packages for replacement shall be shipped DDU (Incoterms 2000) or FCA (Incoterms 2000) as applicable.

- Test all repaired or replacement Product received to determine if any damage occurred in transit. Products damage and/or misshipments must be reported to Cisco within ten (10) business days of receipt.

Where Customer has purchased On-Site Support Services:

- Provide an appropriate work environment and reasonable access, working space including heat, light, ventilation, electric current and outlets, and local telephone extension (or toll free domestic and international access to Cisco) for the use of Cisco's service personnel in the Product's physical location.
- Back-up Software images and configurations and Signature File libraries on a regularly scheduled basis and provide such images and configurations to Cisco's on-site personnel in connection with Remedial Hardware Maintenance.

- Ensure all Products installed below ten (10) feet. For Products installed above four (4) feet, Customer agrees to provide ladders that reach the height of the Product.
- Provide Cisco with the name of a point of contact prior to delivery and access to equipment by Cisco personnel.
- Provide TFTP (Telnet File Transfer Protocol) capabilities or internet access for the purpose of downloading Software images by Cisco's on-site personnel.
- Provide safety and security protection of Cisco personnel or its subcontractors for Customer unmanned sites.
- If Customer has received a replacement product under the Advanced Replacement Services for a Product that has downloaded Signature File(s), Customer must ensure that the Product list registration for the Product receiving Signature File(s) has been updated to reflect the serial number for the replacement Product shipped to Customer otherwise Customer's ability to receive Signature File(s) for the replacement Product will be affected.