

**The following provides detailed descriptions of Cisco's Service Offerings and should be read in conjunction with the Master Services Agreement. Please select the section of the document matching the Service offering desired.**

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## Description of SMB Support Assistant

This document describes Cisco's SMB Support Assistant Services options that are available to support your Cisco Products, excluding Cisco's family of VOIP and QOS products. Capitalized terms are defined in the [Glossary of Terms](#) at the end of this document. Please read this document carefully as it contains important information regarding the Services that you have purchased from us. It is incorporated by reference to the Master Services Agreement between Cisco and you.

### SMB Support Assistant

#### Cisco Responsibilities:

- Assistance by telephone, fax, or electronic mail (for information related to Product use, configuration and troubleshooting).
- Cisco SMB TAC access 24 hours per day, 7 days per week for Severity 3 calls. A Cisco TAC representative will contact you either by telephone, facsimile, or electronic email within one Business Day from the time your Severity 3 case was opened.
- Work-around solutions to reported Software problems using reasonable commercial efforts or a patch to Cisco IOS™ Software. Cisco IOS™ Software patches will be shipped to you for the Product experiencing the problem.

### Advance Replacement Service

#### Cisco Responsibilities:

Cisco shall use commercially reasonable efforts to provide Advance Replacement for Product. Advance Replacement are subject to weight limit restrictions. You can view the availability option for specific locations by accessing Cisco's Services Availability Matrix ("SAM") tool on Cisco.com at the following URL: <http://tools.cisco.com/apidc/sam/search/search.do>. Destination country importation, compliance with U.S. export controls and customs processes may condition delivery times. Advance Replacements will be shipped DDU (Incoterms 2000), except for shipment to and from the European Union where they 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 your expense. FRUs are shipped separately and are not shipped pre-assembled. Advance Replacements will be either new or equivalent to new.

- Same Day Ship/ Next Business Day ("SDS/NBD): Where available, an Advance Replacement will ship the same day to arrive the next Business Day provided both the call and Cisco's diagnosis and 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.

#### Customer Responsibilities:

- Identify the Severity level when placing a call to the TAC.
- Provide, at your expense, reasonable access to the Product, through the Internet or via modem to establish a data communication link between you and the Cisco SMB TAC engineer, so that problems may be diagnosed and, where possible, corrected remotely. You will make available current system passwords as necessary to provide remote diagnosis and support.
- Provide thirty (30) days notice to Cisco of any requested additional Products to be supported by the Services.
- Notify Cisco, using Cisco.com, of Product on the Equipment List which you have moved to a new location within thirty (30) days of such relocation. Please be aware that the Services will be provided to you beginning thirty (30) days after receipt of your notification. Cisco will also need you 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.
- Return to Cisco all defective or returned Product per the RMA procedure (on Cisco.com) and provide a new P.O. number to Cisco's asset recovery team to facilitate the billing of Product not returned. You agree to assist Cisco in troubleshooting failed Hardware down to the FRU level prior to initiating the RMA procedure.
- You are responsible for the following when receiving Advance Replacements and the costs associated with returning replaced Product under Advance Replacement:
  - proper packing, including description of failure and written specification of any other changes or alterations
  - returns must be received within ten (10) days; otherwise the replacement Product will be charged at the current List Price
- Packages for replacement shall be shipped DDU (Incoterms 2000) or FCA (Incoterms 2000) as applicable.

- When requested by Cisco, you agree to provide Cisco with a list of all personnel you authorize to contact Cisco.
- You agree to take all necessary action to ensure that your former employees do not access or use the Services, including but not limited to, disabling passwords of former employees.

See Cisco Severity and Escalation Guideline. Visit Technical Support Overview at Cisco.com ([http://www.cisco.com/public/news\\_training/tac\\_overview.html](http://www.cisco.com/public/news_training/tac_overview.html)) to familiarize yourself with how to submit Severity 3 cases.



## Description of SMARTnet and SMARTNET on-site

Cisco's SMARTnet and SMARTnet Onsite Services contain a range of remote and onsite technical support options. This document sets out the SMARTnet and SMARTnet Onsite Service options that are available to you for purchase. Your Purchase Order must itemize the options that you wish to purchase. Please read this document carefully as it contains important information regarding the Services that you have purchased from us. It is incorporated by reference to the Master Services Agreement between Cisco and you.

Capitalized terms are defined in the [Glossary of Terms](#).

### SMARTnet

#### Cisco Responsibilities:

- Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist with Product use, configuration and trouble shooting issues and access to Cisco.com.
- Work-around solutions or patches to reported Software problems using reasonable commercial efforts. Cisco will either make available a Software patch from the Cisco.com Software Center ([www.cisco.com/software](http://www.cisco.com/software)) or ship a Maintenance Release to you for the Product experiencing the problem.
- Updates where available and where you request these for supported Software.
- If a Feature Set Upgrade is licensed, you will be entitled to Updates (subject to anything to the contrary contained in this document or the Agreement) at the upgraded level for the licensed Hardware.
- Software releases and any supporting documentation will be made available from the Cisco.com Software Center ([www.cisco.com/software](http://www.cisco.com/software)) or on physical media such as CDROM. Applicable supporting documentation, if available, is limited to one copy per Software release. You can, however, purchase additional copies from Cisco.
- Access to Cisco.com. This system provides you 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.

### Advance Replacement and On-Site Service

#### Cisco Responsibilities:

Cisco shall use commercially reasonable efforts to provide you with the Advance Replacement Services and/or On-site Services that you have selected and detailed in Parts I and II below and where available.

Advanced Replacement and On-Site Services are subject to geographic and weight restrictions depending upon your location. You may check availability by accessing Cisco's Service Availability Matrix at: [http://www.cisco.com/cgi-bin/front.x/agents/SAM/cca\\_sam\\_landing.cgi](http://www.cisco.com/cgi-bin/front.x/agents/SAM/cca_sam_landing.cgi). Please note that destination country importation, compliance with US export controls and customs processes may condition actual delivery times. FRUs will be shipped Advance Replacements will be shipped DDU (Incoterms 2000), except for shipment to and from the European Union where they 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 your expense. Chassis and line card Advance Replacement Service must be at the same level of coverage. Cisco will provide you with Advance Replacement(s) that are either new or equivalent to new.

### Part I - Advance Replacement Services

- SMARTnet 8x5xNext Business Day: An Advance Replacement will ship to arrive the next Business Day provided that Cisco's determination of Hardware failure has been made before 3:00 p.m., Depot Time. If you make a request after 3:00 p.m., depot Time, Cisco will ship the Advance Replacement the next Business Day.
- SMARTnet 8x5x4: Advance Replacement on a Four-Hour Response basis between 9:00am and 5:00pm Depot Time the same Business Day, provided that Cisco's determination of Hardware failure has been made before 1:00 p.m., Depot Time. If you make a request after 1:00 p.m. Depot Time, Cisco will deliver the Advance Replacement the morning of the next Business Day.
- SMARTnet 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.
- SMARTnet 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 - SMARTnet On-Site Support Services

- SMARTnet On-Site 8x5xNext Business Day: Next-business-day Remedial Hardware Maintenance, 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).
- SMARTnet On-Site 8x5x4: Four Hour Response for Remedial Hardware Maintenance service between 9.00am and 5.00pm 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 1:00pm Depot Time.
- SMARTnet On-Site 24x7x4: Four Hour Response for Remedial Hardware Maintenance twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays.
- SMARTnet On-Site 24x7x2: Two Hour Response for Remedial Hardware Maintenance twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays.

### Customer Responsibilities:

To enable Cisco to provide you with the Service that you have selected, Cisco needs you to do the following:

- Provide a priority level as described in the [Cisco Severity and Escalation Guideline](#) for all the calls you place.
- Provide, at your expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between you and the Cisco TAC engineer and systems passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Use the latest release of Software, where Cisco advises you that this will correct a reported Software problem.
- Provide thirty (30) days Notice to Cisco of any requested addition(s) to your Equipment List.
- Notify Cisco, using Cisco.com, of Product on the Equipment List which you have moved to a new location within thirty (30) days of such relocation. Please be aware that the Services will be provided to you beginning thirty (30) days after receipt of your notification. Cisco will also need you 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.

Where you have purchased the Services detailed under Advance Replacement and On-site Service Part I:

- Return to Cisco any defective or returned Product in accordance with Cisco's RMA procedure. Cisco will need you to provide a new Purchase Order number to Cisco's asset recovery team to facilitate the billing of Product not returned. You agree to assist Cisco in troubleshooting failed Hardware down to the FRU level prior to initiating the RMA procedure.
- You are 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) 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.

Where you have purchased the Services detailed under Advance Replacement and On-Site Service Part II:

- 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 on a regularly scheduled basis and provide those images and configurations to Cisco's on-site personnel in connection with Remedial Hardware Maintenance.
- Ensure all Products are installed below ten (10) feet. For Products installed above four (4) feet, provide ladders that reach the height of the Product.
- Provide Cisco with the name of a point of contact prior to delivery of equipment by Cisco's 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's personnel or its subcontractors for your unmanned sites.
- Provide valid and applicable serial numbers for all Product problems and issues reported to Cisco or where you are seeking information from Cisco in connection with Product use. Cisco may also require you to provide additional information in the form of

location of the Product, city location details and zip code information.

- When requested, provide Cisco with a list of all personnel that you have authorized to contact Cisco or access Cisco.com for Services and to download Software from Cisco.com or Cisco's PUT. You are responsible for reviewing the list on an annual basis and adding or removing personnel as necessary.



## Description of Software Application Services

### Software Application Support and Software Application Support Plus Upgrades

This document describes the Software Application Support (SAS) and Software Application Support plus Upgrades (SASU) service options available to support your Application Software. The Service option that you want to purchase should be included in your Purchase Order. SAS and SASU service levels may not be available for every Cisco application software Product. For new software purchases, SAS or SASU begins on the date of shipment of the Application Software *plus* one day. It is incorporated by reference to the Master Services Agreement between Cisco and you.

Capitalized terms are defined in the [Glossary of Terms](#).

#### SAS

##### Cisco Responsibilities:

- Cisco TAC access 24 hours per day, 7 days per week to assist by telephone, fax, electronic mail or the internet with Application Software use, configuration, and troubleshooting issues.
- Workaround solutions or patches to reported Application Software problems using reasonable commercial efforts. For an Application Software patch, a Maintenance Release for the Application Software experiencing the problem will be provided as follows: (a) download from Cisco.com (as available), or (b) shipment of Application Software on media such as CDROM using a nominated carrier. Requests for alternative carriers will be at customer's expense.
- Minor and Maintenance Releases The Application Software releases and supporting documentation are available on the Cisco.com Software Center ([www.cisco.com/software](http://www.cisco.com/software)) or on media such as CDROM, through the Cisco Product Upgrade Tool (PUT) ([www.cisco.com/upgrade](http://www.cisco.com/upgrade)). Applicable supporting documentation, if available, is on Cisco.com and is limited to one copy per release. Additional copies may be purchased.
- Access to Cisco.com for online technical and general information about Cisco Application Software and to the Software Center (subject to access restrictions).
- Manage the problem according to the [Cisco Severity and Escalation Guideline](#).

#### SASU

##### Cisco Responsibilities:

- Cisco-provided deliverables, as specified above in SAS plus.
- Cisco-provided, on request, Major Application Software Releases. Such Updates are limited to Application Software releases that have been validly licensed and paid for and that are covered under a current SASU contract. The Application Software releases and supporting documentation will be made available on the Cisco.com Software Center ([www.cisco.com/software](http://www.cisco.com/software)) or on media such as CDROM, through the Cisco PUT ([www.cisco.com/upgrade](http://www.cisco.com/upgrade)). Applicable supporting documentation, if available, is available on Cisco.com and is limited to one copy per licensed software. Additional copies may be purchased.

##### Customer Responsibilities:

The provision of the service options assumes that you will:

- Provide a severity level as described in the [Cisco Severity and Escalation Guideline](#) for all support calls you place to Cisco TAC.
- Provide current shipment contact information as follows: contact name, title, address, telephone number, e-mail address, and fax number.
- Verify any in-transit damage of the media for the SAS or SASU Application Software Updates.
- Provide, at your expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between you and the Cisco TAC engineer and systems passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Update to the latest Application Software release and latest third-party software release, if required by Cisco to correct a reported Application Software problem.
- Pay all engineering time, travel, and out-of-pocket expenses if you request performance of onsite Services or Services outside the scope of Service options described in this document.
- Provide any Hardware required to perform fault isolation.

- Receive Services on Cisco Application Software for which Customer has:
  - Purchased a valid and current license for the latest Major and Minor release or is renewing support for a valid supported license revision.
- Make all reasonable efforts to isolate the Application Software problem prior to requesting support from Cisco.
- Acquire, install, configure and provide technical support for all:
  - Third-party products, including upgrades required by Cisco or related services; and
  - Network infrastructure, including, but not limited to, local and wide-area data networks and equipment required by Cisco for operation of Application Software.
- Upon request, provide a list of all personnel you authorize to contact Cisco or access Cisco.com for Services and who you authorize to download Software from Cisco.com or order through Cisco PUT. You are solely responsible for annually reviewing the list to add or remove personnel as necessary.
- Maintain your entire Application Software implementation currently in use under the same Service option for Cisco to provide Services for any portion of your Application Software implementation.



## Description of Advanced Services: Focused Technical Support and Network Optimization Support Purchased Worldwide

This document describes Cisco's Advanced Services options that supplement Cisco's core Technical Support Services (such as SMARTnet, SMARTnet On-Site or Software Application Support Services). In order to purchase these options, all Products in your Network must be supported by core Technical Support Services. Your Purchase Order must itemize the specific option that you have selected, as available on Cisco's then-current Price List. It is incorporated by reference to the Master Services Agreement between Cisco and you.

Cisco will undertake commercially reasonable efforts to provide the Services described herein during Standard Business Hours, unless otherwise stated.

Capitalized terms are defined in the [Glossary of Terms or below](#).

### FOCUSED TECHNICAL SUPPORT

#### Focused Engineering Services Option

##### Cisco Responsibilities:

- Designate Advanced Services Engineer to act as the primary technical support for critical cases at the Network level.
- Provide problem resolution of critical cases at the Network level.
- Provide technical representation in regularly scheduled conference calls.
- Visit your nominated site location to gather information and details of any changes to your Network. We will review critical cases and review problem root cause analysis with you. A maximum of two (2) visits per twelve (12) months period may be conducted.
- Perform root cause analysis, not to exceed four (4) per twelve (12) months period, on technical issues relating to your Network Infrastructure. Performance of root cause analysis is dependent upon us having all necessary available information with which to perform a root cause analysis.
- Provide Software recommendations to address your documented and communicated Network functionality requirements. Our recommendations (focused on recommending appropriate Updates) shall apply to

critical cases in respect of an affected area of your Network.

- Provide certain Data Collection Tools during the term of the Services. Data Collection Tools may or may not include Hardware or Software. We retain full right, title and interest to the Data Collection Tools.

##### Customer Responsibilities:

- Designate an individual within your technical support organization to serve as a liaison to our Advanced Services Engineer.
- Ensure your personnel know how to initiate cases (including being familiar with the Severity and Escalation Guideline) and access Focused Engineering Support.
- Advise us of your standard operating procedures related to your business practices, internal operational nomenclature and Network, so we can communicate and discuss cases with you and your staff in the context of your business environment.
- Provide all necessary information so we can perform root cause analysis.
- Provide Cisco with reasonable electronic access to your Network.
- Provide us with a Network topology map, configuration information, and information of new features being implemented.
- Notify our Advanced Services Engineer of any major technology additions or changes to your Network.
- Provide all necessary device, platform, feature, and release train requirements that exist in your environment.
- Ensure that Data Collection Tools are located in a secure area at your site, within a Network environment protected within a firewall and on a secure LAN, with access restricted to those of your employee(s) or contractor(s) who have a need to access the Data Collection Tools and/or a need to know the output of the Data Collection Tools. Where our Data Collection Tools represent Software, you will make appropriate computers available and download Software, as needed. You will need to immediately return our Data Collection Tool(s) to us upon the

earlier of: (i) expiration or termination of the Services or (ii) upon our request to return the Tools.

### Operations Management Option

**Prerequisite: Your purchase of the Focused Engineering Services Option.**

#### Cisco Responsibilities:

- Facilitate Hardware and Software problem resolution case management on a reactive basis for technical issues you report to us, in addition to helping you determine if appropriate resources are being applied to the technical issues reported.
- Perform operational analysis, not to exceed sixteen (16) per twelve (12) months period on critical issues by identifying your knowledge gaps and operational abnormalities/gaps. We will provide recommendations and identify possible solutions that you may elect to implement to help close those knowledge and system quality gaps.
- Conduct regularly scheduled conference calls with you to discuss operational TAC issues, track open cases and report progress on resolution of open cases.
- Conduct bi-annual onsite visits to help you review quarterly operational trend analysis reports prepared by us and that address your cases submitted to TAC. The reports will cover, among other things, reactive support contract usage, case statistics, quality issues, case trending (by product type, case severity, etc.), Network trending and RMA trending. Provide informal instructional sessions on troubleshooting tools, and processes during our onsite visits.
- Notify TAC, and the Advanced Services Engineer if such Service has been ordered, of any planned Event by pre-opening a case and alerting TAC of relevant information related to the scheduled Event, not to exceed two (2) Events per month.

#### Customer Responsibilities:

- Designate a representative to act as our primary interface.
- Coordinate our onsite visits and provide us with not less than thirty (30) days' notice of any visit you reschedule. Rescheduled visits will be subject to additional Services fees.
- Attend regularly scheduled conference calls for open case reviews.

### High Touch Technical Support (“HTTS”)Option

**Prerequisite: Your purchase of Operations Management and Focused Engineering service options.**

**Cisco Responsibilities (where available, on a twenty-four (24) hours per day, seven (7) days per week basis):**

- Direct access to the HTTS team via a Cisco provided phone number.
- Response to you within fifteen (15) minutes on Severity 1 or Severity 2 calls. For Severity 3 and Severity 4 calls, our response shall be within sixty (60) minutes.

#### Customer Responsibilities:

- Report Severity 1 & 2 problems by telephone. We will provide you with valid telephone numbers. Response times do not include problems reported via Cisco.com or other electronic means.

### NETWORK OPTIMIZATION SUPPORT (NOS BASELINE)

**Prerequisite: Your purchase of Focused Engineering Services, along with components of Network Optimization Support (“NOS”) that comprise Cisco Network Infrastructure Software Strategy and Network Infrastructure Remote Software Upgrade Support Services.**

**General Responsibilities for all Services Under NOS Baseline Services:**

#### Cisco Responsibilities:

- Designate an Advanced Services Engineer to act as the primary interface with you for your Network Infrastructure.
- Schedule four quarterly visits per year (not to exceed eight (8) days in aggregate) with you to visit your site and review proactive deliverables and activities and help you plan for the next quarter. The two visits included in Focused Engineering Service are comprised in the four total visits described in this General Responsibilities section. Any additional visits will be charged at our then-current travel and labor rates.
- Schedule periodic conference calls (usually weekly) to review your Network Infrastructure status, planning and the Services being provided.
- Establish a Customer-specific Cisco email alias to facilitate communication with our Advanced Services Engineers.
- Provide certain Data Collection Tools during the term of the Services. We retain full right, title and interest to

the Data Collection Tools. In addition to Cisco provided tools, the Advanced Services Engineer may utilize the data that you have provided to us, scripts or internal tools to assist us in collecting data from your Network.

- Provision of Services for Technology applications (for example, CDN, Public Voice, IP Packet Telephony, Broadband). Technology applications are not covered under the Network Optimization Support, but can be purchased separately for an additional fee.

**Customer Responsibilities:**

- Designate at least two (2) but not more than six (6) technical representatives (who are employees) in your centralized Network support center (“technical assistance center”), to act as the primary technical contacts for our Advanced Services Engineer. These contacts must be senior engineers with the authority to make any necessary changes to your Network configuration. One individual, who must be a senior member of your management or technical staff, will be designated as your primary point of contact to manage the implementation of the Services you have purchased (for example, chair the weekly conference calls, assist with prioritization of projects and activities).
- Within one (1) year from the commencement of this service option, you must have at least one (1) Cisco Certified Internetworking Expert (“CCIE”) trained employee or one (1) employee that has achieved, in our sole determination, an equal standard through training and experience as designated contacts.
- Your technical assistance center shall maintain centralized network management for your Network capable of providing Level 1 and Level 2 support.
- Provide our Advanced Services Engineer with reasonable electronic access to your Network.
- Ensure that Data Collection Tools are located in a secure area at your site, within a Network environment protected within a firewall and on a secure LAN, under lock and key and with access restricted to those of your employee(s) or contractor(s) who have a need to access the Data Collection Tools and/or a need to know the output of the Data Collection Tools. When we provide Data Collection Tools (as Software), you will need to make appropriate computers available and download the Software, as needed. You shall remain responsible for any damage to or loss or theft of the Data Collection Tools in your custody. You will immediately return Data Collection Tool(s) to us upon the earlier of: (i) expiration or termination of the Services or (ii) upon our request.
- Provide a Network topology map, configuration information, and information of new features being implemented as needed.

- Notify our Advanced Services Engineer of any major Network changes (for example topology, configuration, new IOS releases).
- Notify us in writing within ten (10) days of any change to the composition of your Network. We may require modifications to the Service fee payable if the Network composition has increased beyond our original pricing quote for Services.
- Create and manage an internal email alias for communication with our Advanced Services Engineer.
- Retain overall responsibility for any business process impact and any process change implementations.

<b>Network Infrastructure Design Assistance Option</b>
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**Cisco Responsibilities:**

- Consult with your networking staff in a series of face-to-face and remotely conducted meetings to develop a thorough understanding of your Network Infrastructure design requirements. The focus here will be on concerns around resiliency, self-recovery, scalability, the ability to handle increased traffic demands and Quality of Service (“QoS”).
- Provide a Network Infrastructure design review that may include, among other information, the following:
  - Review of your design requirements, priorities, and goals
  - Analysis of impact of new requirements to your existing Network Infrastructure
  - Review of your Network Infrastructure architecture and topology
  - Review of your protocol selection and configuration
  - Review of feature selection and configuration
  - Report describing design review, together with our recommendations
- The number of design reviews that we provide will vary depending on the size of your Network Infrastructure and Network expansion plans and shall be limited to the amount shown below:

Network Infrastructure Size	Design Reviews
<\$40M	2
\$40M-\$80M	3
>\$80M	4

- Provide ongoing, informal Network Infrastructure design and architecture consultation.
- Provide ongoing information on design related Cisco Security Alerts that may impact key Network Infrastructure Products.

**Customer Responsibilities:**

- Your Network Infrastructure design.
- The business and technical requirements for your new design.
- Any constraints faced by you.
- Current and planned traffic characteristics.

<b>Network Infrastructure Implementation Plan Assistance Option</b>
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**Cisco Responsibilities:**

- Evaluate and understand your implementation and deployment plan through a series of remotely conducted meetings and interviews with your staff. We will review your deployment plan, identify possible Network disruptions and provide sample configurations that you can leverage to determine if devices in your Network Infrastructure are properly configured to support the services you intend to offer.
- Provide a Network Infrastructure implementation plan review that may include, amongst other information, the following:
  - Review and analysis of your Network Infrastructure deployment and integration plan
  - Review of proposed configuration templates
  - Review of turn-up test plan
  - Analysis of any changes that Network operations staff should be alerted to
  - Report on recommendations.
- The number of implementation plan reviews will vary depending on the size of your Network Infrastructure and Network expansion plans and shall be limited to the amount shown below:

Network Infrastructure Size	Implementation Plan Reviews
<\$40M	2
\$40M-\$80M	3
>\$80M	4

- Provide ongoing, informal Hardware and configuration change impact analyses, reviews, and recommendations. The number of monthly change impact reviews will vary depending on the size of your Network Infrastructure and Network expansion plans and shall be limited to the amount shown below:

Network Infrastructure Size	Change Impact Review (Monthly)
<\$40M	2
\$40-\$80M	3
>\$80M	4

**Customer Responsibilities:**

- Your Network Infrastructure architecture (which may include remote sites and size of remote sites).
- Identify low risk and high risk areas of your Network based on the Network Infrastructure traffic.
- Your Implementation plan and deployment schedule.
- Maintenance window information and any other constraints.
- Your change control process.

<b>Network Infrastructure Remote Deployment Support Option</b>
----------------------------------------------------------------

**Cisco Responsibilities:**

- Remote resource to help address problems with your Network Infrastructure Hardware and configuration issues during a major deployment into a live Network.
- We will make available a designated support contact that can accept trouble calls on a 24-hour 7-day standby basis to remotely assist you in major Network service changes (for example, major Hardware upgrade(s), major site installation(s) and major configuration changes), provided that we have received not less than twenty-one (21) days prior written notice of a request by you for this support. You will need to submit a detailed request and schedule to us before we can provide this support to you. The number of Events and total aggregate standby time will vary depending on the size of your Network Infrastructure and Network activity and will be limited in any one-month period for all Hardware, configuration, and Software Events combined as shown below. (Note: Software Events are covered under Network Infrastructure Remote Software Upgrade Support).

Network Infrastructure Size	Total Number of H/W, S/W and Configuration Events Combined (Monthly)	Total Aggregate Standby Time (Hourly)
<\$40M	2	16
\$40M-\$80M	3	20
>\$80M	4	24

**Customer Responsibilities:**

- Your Network Infrastructure architecture (which may include remote sites and size of remote sites).
- Identify low risk and high risk areas of the Network based on the Network Infrastructure traffic.
- Your Implementation plan and deployment schedule.
- Maintenance window information and any other constraints.

- Your change control process.
- Contact information and details of your escalation process.
- Review details of planned Network changes with our Advanced Services Engineer.

**Cisco Network Infrastructure Software Strategy Option**

**Cisco Responsibilities:**

- Provide Software strategy assessment(s), based on your ongoing functional and technical Network Infrastructure requirements. Each assessment typically includes, among other information, the following:
  - Review of your feature requirements and performance/availability objectives
  - Review of new Software feature releases (for example, Cisco IOS, other Cisco OS Software and Cisco micro-code) with respect to your business goals
  - IOS software inventory and profile report
  - Software strategy report that includes an analysis report outlining the recommended releases of Software for your Network Infrastructure environment and the potential impact that running such releases may have on your Network
  - Review of your Software verification test plan and report on recommended changes
  - Assist in the preparation and review of your Software migration plan
- Provide ongoing, informal Software impact analysis, review, and recommendations.
- Provide ongoing information on software related Cisco Security Alerts that may impact key Network Infrastructure components.
- Provide proactive critical bug notification for the recommended Software on key Network Infrastructure components.
- The number of Software impact analysis reviews, assessments and frequency of proactive bug notifications will vary depending on the size of your Network Infrastructure and Network activity and shall be limited to the amount shown below:

Network Infrastructure Size	Assessments (yearly)	Software Impact Analysis	Proactive Bug Reports
<\$10M	1	6/yr.	Monthly
\$10M-\$40M	2	1/mo.	Weekly
\$40M-\$80M	2	2/mo.	Weekly
\$80M-\$160M	2	3/mo.	Weekly
>\$160M	2	4/mo.	Weekly

**Customer Responsibilities:**

- Current releases running in your Network Infrastructure and current configuration templates.
- Your business and technical requirements for new Software releases.
- Planned changes – new technology applications or major design changes (short term and long term).
- Your certification process and lab testing process.
- Your change control process.

**Network Infrastructure Remote Software Upgrade Support Option**

**Cisco Responsibilities:**

- Provide remote resource to help address problems with your Network Infrastructure Software during major upgrades on a live Network.
- Make available a designated support contact that can accept trouble calls on a 24-hour 7-day a week standby basis to remotely assist you in major Software upgrades, provided that we receive at least twenty-one (21) days prior written notice from you. *You will need to submit a detailed request and schedule to us prior to any such activity.* The number of Events and total aggregate standby time will vary depending on the size of your Network Infrastructure and Network activity and will be limited in any one-month period for all Hardware, configuration, and Software Events combined as shown below. Hardware and configuration Events are covered under Network Infrastructure Remote Deployment Support.

Network Infrastructure Size	Total Number of H/W, S/W and Config. Events Combined	Total Aggregate Standby Time (Hourly)
<\$10M	6/yr.	8
\$10M-\$40M	2/mo.	16
\$40M-\$80M	3/mo.	20
>\$80M	4/mo.	24

**Customer Responsibilities:**

- Current releases running in your Network Infrastructure and current configuration templates.
- Your business and technical requirements for new Software releases.
- Planned changes – new technology applications or major design changes (short term and long term).
- Your certification process and lab testing process.
- Your change control process.

- Contact information and details of your escalation process.
- Review details of planned Network changes with our Advanced Services Engineer.

**Network Infrastructure Performance Engineering and Optimization**

**Cisco Responsibilities:**

- Provide a performance analysis of your Network Infrastructure to identify potential performance and optimization issues and review the validity of key device configurations in the context of new traffic patterns or changes in Network size that are planned or have been implemented by you. Such performance analysis typically includes the following:
  - Collection of key performance data
  - Identification of exception reports
  - Analysis of key device configurations
  - Analysis of resource utilization
  - Assistance to define Network-specific performance criteria
  - Report on performance optimization recommendations such as system tuning and protocol optimization changes
- The number of performance analyses will vary depending on the size of your Network Infrastructure and Network expansion plans and shall be limited to the amount shown below:

Network Infrastructure Size	Performance Analyses
<\$40M	4
\$40M-\$80M	5
>\$80M	6

- Perform ongoing, informal performance tuning checks for your Network Infrastructure.
- Provide ongoing information on performance related Cisco Security Alerts that may impact key Network Infrastructure Products.

**Customer Responsibilities:**

- Any service level agreements or Network Infrastructure performance requirements.
- Details of critical applications supported by your Network Infrastructure.
- Expected Network growth, application mix changes.
- Data collection activities as needed to facilitate a specific Cisco analysis.

**Network Infrastructure Knowledge Transfer and Mentoring Option**

**Cisco Responsibilities:**

- Provide annually up to four (4) technical update meetings each with duration of up to four (4) hours. These meetings shall be conducted at your site by an Advanced Services Engineer or another senior Cisco engineer to provide technical update training on a mutually agreed upon topic relevant to the Products and Cisco technologies in your Network Infrastructure. These meetings to be usually held with the four quarterly review meetings per year.

**Customer Responsibilities:**

- Provide us with a set of requirements on the topics you want to cover and background information on the skill sets of your proposed audience; and
- Ensure that facilities and equipment are available to host the Transfer of Information ("TOI") sessions.

**NETWORK OPTIMIZATION SUPPORT SERVICE OPTIONS**

The following Service options are available only in conjunction with the Services set out under "Network Optimization Support" unless otherwise stated. We will use commercially reasonable efforts to provide the Service Option(s) that you have purchased.

**Network Infrastructure Performance Audit Option**

This option is available under NOS or as a stand alone Service offering.

**Cisco Responsibilities:**

- Provide one (1) Network Infrastructure performance audit as selected by you out of those currently available and identified by us from time to time. The audit typically includes the following:
  - Performance report at node and interface level
  - Configuration report: protocol, node and interface
  - Software report including conflicts and inconsistencies
  - Hardware report including conflicts and inconsistencies: HW versions, firmware versions, micro-code versions, board revisions
- Provide detailed recommendations, with a view towards helping you to optimize your Network Infrastructure stability.

#### Customer Responsibilities:

- Ensure availability of your key Networking and operational personnel to participate in interview sessions in support of the selected audit.
- Provide assessments and audit data collection support, help install the Data Collection Tools into your production, and, if applicable, test Network environment.
- Ensure that we have all relevant device information needed for the audits, including the required device lists.
- Provide all information/ data that you have gathered from tools used by you for Network data analysis and monitoring.

#### **Network Infrastructure Design Review Option**

**Prerequisite: Your purchase of Network Infrastructure Design Assistance across your Network Infrastructure.**

#### Cisco Responsibilities:

- Perform one (1) Network Infrastructure Design Review *in addition to* those purchased under "Network Infrastructure Design Assistance."

#### Customer Responsibilities:

- Your Network Infrastructure design.
- The business and technical requirements for your new design.
- Any constraints faced by you.
- Current and planned traffic characteristics.

#### **Network Infrastructure Implementation Plan Review Option**

**Prerequisite: Your purchase of Network Infrastructure Implementation Plan Assistance across your Network Infrastructure**

#### Cisco Responsibilities:

- Perform one (1) implementation plan review that typically includes the following:
  - Review and analysis of your Network Infrastructure deployment and integration plan
  - Review of proposed sample configurations
  - Review of turn-up test plan
  - Analysis of any changes that your Network operations staff should be alerted to
  - Report on recommendations

- Provide remote deployment support for up to three (3) months from completion of report provided under this option. We will make available, upon receipt of not less than twenty-one (21) days prior written request by you, a designated support contact who can accept trouble calls on a 24-hour 7-day standby basis to remotely assist you in major Network service changes (for example, major Hardware upgrade(s), major site installation(s) and major configuration changes). You agree to submit a detailed request and schedule to us prior to any such activity. Such request for assistance shall be limited to one (1) Event with a total standby time of eight (8) hours in any one-month period.

#### Customer Responsibilities:

- Your Network Infrastructure architecture (which may include remote sites and size of remote sites).
- Identify low risk and high risk areas of your Network based on the Network Infrastructure traffic.
- Your Implementation plan and deployment schedule.
- Maintenance window information and any other constraints.
- Your change control process.

#### **Network Infrastructure Software Strategy Review Option**

**Prerequisite: Your purchase of Network Infrastructure Software Strategy across your Network Infrastructure.**

#### Cisco Responsibilities:

- Provide one (1) Software strategy assessment, based on your ongoing functional and technical Network Infrastructure requirements. Such assessment typically includes the following:
  - Review of feature requirements and performance/availability objectives
  - Review of new Software feature releases (for example, Cisco IOS, other Cisco OS Software, and Cisco micro-code) with respect to your business goals
  - IOS software inventory and profile report
  - Software strategy report that includes an analysis report outlining the recommended releases of Software for your Network Infrastructure environment and the potential impact that running such releases may have on your Network
  - Review of your Software verification test plan and report on recommended changes
  - Assist in the preparation and review of Software migration plan.
- Provide remote deployment support for up to three (3) months from completion of the report provided under this option.

- Make available a designated support contact that can accept trouble calls on a 24-hour 7-days a week standby basis to remotely assist you in major Software upgrades provided you give us not less than twenty-one (21) days prior written notice. You agree to submit a detailed request and schedule to us prior to any such activity. Such request for assistance shall be limited to one (1) Event with a total standby time of eight (8) hours in any one-month period.

#### **Customer Responsibilities:**

- Current releases running in your Network Infrastructure and current configuration templates.
- Your business and technical requirements for new Software releases.
- Planned changes – new technology applications or major design changes (short term and long term).
- Your certification process and lab testing process.
- Your change control process.

#### **Network Infrastructure Onsite Support Option**

**Prerequisite: Your purchase of Operations Management, Focused Engineering, Network Infrastructure Design Assistance, Network Infrastructure Implementation Plan Assistance, Network Infrastructure Remote Deployment Support, Cisco Network Infrastructure Software Strategy, Network Infrastructure Remote Software Upgrade Support, Network Infrastructure Performance Engineering and Optimization and Network Infrastructure Knowledge Transfer and Mentoring provided across your Network.**

#### **Cisco Responsibilities:**

- The locally based Cisco Advanced Services engineer will provide the Services detailed in this subsection for two (2) days or five (5) days per week at one of your locations depending upon the amount of time ordered by you. The locally based Cisco Advance Services engineer will not be available to provide the Services detailed in this subsection for a period of one (1) week each Cisco quarter.
- Provide a locally-based Cisco Advanced Services engineer to help you with your responsibilities so that we can provide the NOS deliverables. This may include:
  - Directing the collection of information for design or implementation reviews
  - Driving data collection activities for performance analyses
- Provide ongoing, hands-on technical leadership from a locally-based Cisco Advanced Services engineer to help you plan and execute the NOS design,

implementation, performance engineering, and network optimization recommendations.

#### **Customer Responsibilities:**

- Reasonable access to computer equipment, workstation, facilities, workspace and telephone for our locally-based Cisco Advanced Services Engineer's use.
- Contractor badge for locally based Cisco Advanced Services Engineer to enable unescorted access into your buildings.
- Involve our locally based Cisco Advanced Services Engineer in your Network Infrastructure planning and operations meetings (including, but not limited to meetings involving the execution of NOS design, implementation, software or performance engineering recommendations).

#### **Network Infrastructure Software Upgrade Assistance Option**

**Prerequisite: Your purchase of Network Infrastructure Software Strategy and Network Infrastructure Remote Software Upgrade Support across your Network Infrastructure.**

**Cisco Responsibilities (from 1-12 months in increments of one month):**

- Team with your engineers to create a Software Test Plan utilizing our test templates and best practices as detailed in Software Strategy Assessment report for up to two (2) Device Types and six (6) Feature Categories for a single Software upgrade project. The actual number of Device Types and Feature Categories will vary depending upon what you actually order.
- Provide remote support for your engineers during Software test plan execution, provide interface to our team to resolve any issues identified during testing, and review the test results.
- Team with your engineers to create a Software Migration Project Plan for the Software upgrade in your Network for up to two (2) Device Types and six (6) Feature Categories for a single Software upgrade project. The actual number of Device Types and Feature Categories will vary depending upon what you actually order.
- Team with your engineers to create Methods & Procedures for each Device Type utilizing our templates and knowledge bases.
- Provide consultative, onsite software upgrade support at your central NOC or NIS location during one maintenance window, which may be outside of Standard Business Hours. This includes teaming with

your engineers to perform post-upgrade verification testing and one day of onsite "day 2" support (i.e. support provided in a production and operational environment during Standard Business Hours following the upgrade and verification testing). The actual number of maintenance windows may vary depending upon what you actually order.

**Customer Responsibilities:**

- Designate a single point of contact to whom all of our communications may be addressed and who has authority to act on all aspects of the Services for this engagement.
- Designate a project manager who has overall responsibility for the success of your Network deployment.
- Details of current releases running in the Network Infrastructure and current configuration templates.
- Your business and technical requirements for the Software upgrade.
- Details of planned Network changes, for example, new technology applications or major design changes (both short term and long term).
- Your Software verification process and lab testing process.
- Your Software change control process.
- Contact information and details of your escalation process.

<p><b>Network Infrastructure Deployment Project Management Support Option</b></p>
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This option does *not* require the purchase of other NOS Service component or Option. This option provides Network project management assistance during the planning, design, and implementation phases of a major Network Infrastructure deployment project. This support option is for a predetermined period, as set forth on the Purchase Order and agreed by us. If there are delays outside of our control, we shall not be held responsible for activities that are not completed. You can purchase an additional Network Infrastructure Deployment Project Management Support option to extend the Service.

**Cisco Responsibilities (from 1-12 months in increments of one month):**

- Team with you to develop plan for rolling out new Hardware, Software or configurations that may include:
  - Detailed set of tasks (Work Breakdown Structure)
  - Schedules including critical dependencies (Project schedule)

- Identification of significant risk factors (Risk Mitigation Plan)
- Procedures for managing project documentation, assets, and issues
- Processes for project reporting
- Contact lists, escalation lists
- Provide project management expertise to help facilitate your project management team's execution of its deployment plan and may include assistance in the following areas:
  - Kick-off meeting(s)
  - Managing site survey schedule
  - Managing pilot
  - Project meetings to review status and address project deployment related issues
  - General communications
  - Coordinating resources around the project deployment
  - Track, manage, update the project deployment schedule
  - Team with you to build staging plan and manage the project deployment schedule
  - Project documentation
  - Implementation of Risk Mitigation Plans and ongoing risk identification
  - Ongoing mentoring of your project management team on project management methodology

**Customer Responsibilities:**

- Designate an overall single point of contact to whom all Cisco communications may be addressed and who has authority to act on all aspects of the Services for this engagement.
- Designate a project manager who has overall responsibility for the success of your Network deployment.
- Provide our project manager with a list of your contacts and their designated roles and responsibilities for your Network deployment.
- Identify primary and backup authorized site contacts who shall be accountable for providing us with necessary information, obtaining access clearances and who can interface as required with other organizations.
- Participate in regularly scheduled project review meetings or conference calls.
- Coordinate your and any external third party activities, deliverables and schedules.
- Provide our project manager with confirmation of any scheduled deployment activity within three (3) Business Days of a scheduled roll-out.

- Notify our project manager of any scheduled deployment changes within three (3) Business Days of any scheduled activity. We will use reasonable efforts to accommodate schedule changes and/or cancellations made after this time.

#### **Network Infrastructure Detailed Design Development Option**

This option does not require the purchase of any other NOS Service component or Option. If it is purchased with Network Infrastructure Design Assistance, then it replaces one of the Design Reviews provided under that Service.

#### **Cisco Responsibilities (from 1-12 months in increments of one month):**

The following activities are for a single detailed design project with up to two (2) Device Types. Actual number of Device Types will vary depending upon what you actually order.

- Summarize and help you to validate your Network design requirements using the following inputs:
  - Interviews with your personnel to gather business and technical requirements
  - Documentation that you have supplied to us, detailing business and technical requirements, for example, marketing services description, technical services description
  - High Level Network Design that covers your proposed Network
  - Your existing network design
- Team with you to create a Low-level Network Design Document, which typically includes:
  - Data Flow Specification
  - Services of the Network
  - Physical Network Topology
  - Logical Network Design
  - Routing strategy (for example, OSPF, BGP and ERGIP)
  - Definition of the outbound interfaces to your network management system
  - Addressing Strategy (e.g., IP, IPX, Subnetting, VLSM, Summarization)
- Provide up to three (3) Network design feedback / review sessions. Your design engineers will need to handle any changes beyond the final review session.

#### **Customer Responsibilities:**

- Ensure that your key Networking and operational personnel are available to participate in interview sessions as required to enable us to understand the business and technical requirements for your Network.
- Provide us with details of your Network design objectives (for example, Network strategy and

requirements, desired Network performance (throughput/data rate, coverage and number of users), security requirements, data usage (for example email and internet access), types of applications (for example AutoCAD), future growth requirements and network build out time frames).

- Provide us with details of your current Network topology, including access, distribution, and core layers, types of switches and routers in each layer, IP addressing and subnetting for each layer, and features/services that have been enabled on your Network.
- Provide us with physical and logical Network schematics for your existing Network where applicable.
- Designate key Networking contacts that shall be available for ongoing information gathering and feedback during design development.
- Ensure that your key Networking and operational personnel are available to participate in scheduled Network design feedback sessions or conference calls.

#### **Network Infrastructure Implementation Engineering Option**

This option does not require the purchase of another NOS Service Option. If purchased with Network Infrastructure Implementation Plan Assistance, this option replaces one of the Implementation Plan Reviews provided under that service.

#### **Cisco Responsibilities (from 1-12 months in increments of one month):**

These activities apply to a *single* implementation project with up to two (2) Device Types. Actual number of Device Types will vary, depending upon what you actually order:

- Team with you to undertake site surveys for up to three (3) representative sites. The actual number of sites will vary depending upon what you actually order.
- Team with you to develop a Network staging plan that typically includes:
  - Physical and logical topologies
  - Configurations
  - Testing scripts
  - Acceptance criteria
- Team with you to develop Network implementation plans (NIP) for up to three (3) representative sites. The actual number will vary depending upon what you actually order. A NIP may include:
  - Site-specific installation tasks and checklists
  - Documentation of node and site specific information

- Guidelines for the Implementation Engineer(s)
- Installation and site commissioning tests
- Team with you to develop a Network Ready for Use Plan.
- Team with you to execute the NIP for up to three (3) representative sites. The actual number will vary depending upon what you actually order. The assistance may include assisting your engineers with:
  - loading device configurations
  - executing test plans and documenting results
  - resolving implementation issues
- Provide remote support for your engineers during the execution of the Network Ready For Use Plan.
- Provide consultative, onsite support at your central location during integration of the new Network implementation with your existing Network during one (1) maintenance window. Team with your engineers to perform post-implementation verification testing and one (1) day of onsite “day 2” support. The actual number of maintenance windows will vary depending upon what you order.
- Network Infrastructure Implementation Engineering is provided for a predetermined period of time as set forth on the Purchase Order and agreed by us. If there are delays outside of our control, we shall not be responsible for activities that are not completed. You can purchase an additional Network Infrastructure Implementation Engineering options to extend the Service.
- Build, configure and test our products in accordance with the Network Staging Plan documentation we provide to you.
- Provide full details of your building layout, including the floor plan, cabling and power location for applicable sites prior to finalization of the NIP.
- Install, configure and test our Products per the NIP documentation we provide you.
- Notify us of any implementation scheduling change at least seventy-two (72) hours prior to the agreed implementation date.
- Manage delivery, installation, and configuration of Product not provided by us that is required to work with, or form part of the Network that is being implemented.
- Provide full access to your sites and facilities, including where applicable, computer equipment, network equipment, and data centers as well as workspace and phones for our use during the engagement.

**Customer Responsibilities:**

- Provide us with: (i) a detailed Network design that provides physical and logical schematics (Visio preferred) for the Network implementation prior to Service commencement; and (ii) where requested, physical and logical schematics for other Network elements not included in the scope of this project.
- Provide us with an inventory of Product to be implemented.
- Unless otherwise agreed by the parties, respond within two (2) Business Days of our request for documentation or information needed for the project.
- Perform site surveys with our assistance using templates provided by us. Provide us with completed site survey forms to review.
- Complete site preparation taking into account site survey results and any recommendations we make. This includes, but is not limited to, ensuring suitable environmental conditions and the availability and testing of adequate power and that all Network services and circuit IDs are clearly identified.



## Description of Advanced Services: Focused Technical Support and Network Optimization Support Limitations to Services Offered

The following are limitations to Cisco's Advanced Services Options in areas other than the U.S. and Canada:

### Focused Engineering Services Option

#### Cisco Responsibilities:

Includes a maximum of four (4) visits per twelve (12) months period to nominated site locations in Japan, Australia, Asia Pacific and EMEA.

### Operations Management Option

#### Cisco Responsibilities:

No Bi-Annual onsite visit included in Japan, Australia and Asia Pacific.

### Network Infrastructure Design Assistance

#### Cisco Responsibilities:

Limited to two (2) design review per year in Japan, Australia and Asia Pacific.

### Network Infrastructure Implementation Plan Assistance

#### Cisco Responsibilities:

Limited to two (2) plan reviews per year in Japan, Australia and Asia Pacific.

### Network Infrastructure Remote Deployment Support Option

#### Cisco Responsibilities:

Limited to two (2) Events per month in Japan, Australia, Asia Pacific and EMEA.

### Cisco Network Infrastructure Software Strategy

#### Cisco Responsibilities:

The number of Software strategy assessments is limited to two (2) per month in Japan, Australia and Asia Pacific.

In EMEA, we will provide weekly proactive critical bug notification. These notifications will be for three (3) Software releases specified by you and installed on key Network Infrastructure components.

### Network Infrastructure Remote Software Upgrade Support

#### Cisco Responsibilities:

The number of Events shall not exceed two (2) per month and the total aggregate standby time will be limited to sixteen (16) hours per month in Japan, Australia, Asia Pacific and EMEA.

### Network Infrastructure Performance Engineering and Optimization

#### Cisco Responsibilities:

The number of performance analyses is limited to two (2) per year in Japan, Australia and Asia Pacific and one (1) per year in EMEA.

### Other Exceptions

In EMEA, for case handling of TAC calls, Standard Business Hours will mean 9:00 AM to 5:00 PM, Central European Time, Monday through Friday, excluding local Cisco-observed holidays.

In EMEA, Cisco shall provide the Services selected by Customer and detailed on a Purchase Order for which Customer has paid the appropriate fee. Cisco shall provide a Quote for Services ("Quote") setting out the extent of the Services that Cisco shall provide to Customer, unless state otherwise in this Exhibit, and the period during which such Services shall be provided. Customer shall issue a Purchase Order that references the Quote agreed between Cisco and Customer and that, additionally, acknowledges and agrees to the terms contained therein.



## Description of Advanced Services: Focused Technical Support and Network Optimization Support Services Not Offered

The following services are not available in Japan, Australia, Asia Pacific, EMEA or Canada:

**High Touch Technical Support Option**

The following services are not available in Japan, Australia, Asia Pacific or EMEA:

**Network Infrastructure Onsite Support Option**

**Network Infrastructure Software Upgrade Assistance Option**

**Network Infrastructure Deployment Project Management Support Option**

**Network Infrastructure Detailed Design Development Option**

**Network Infrastructure Implementation Engineering Option**



## Cisco Severity and Escalation Guideline

You must assign a severity to all problems submitted to Cisco. Capitalized terms are defined in the [Glossary of Terms](#).

If you do not believe that adequate progress is being made or that the quality of Cisco service is satisfactory, we encourage you to escalate the problem to the appropriate level of management by asking for the TAC duty manager.

**Figure 1 Cisco Escalation Guideline**

Elapsed Time*	Severity 1	Severity 2	Severity 3	Severity 4
1 hour	Customer Engineering Manager			
4 hours	Technical Support Director	Customer Engineering Manager		
24 hours	Vice President, Customer Advocacy	Technical Support Director		
48 hours	President/CEO	Vice President, Customer Advocacy		
72 hours			Customer Engineering Manager	
96 hours		President/CEO	Technical Support Director	Customer Engineering Manager

\* Severity 1 escalation times are measured in calendar hours—24 hours per day, 7 days per week. Severity 2, 3, and 4 escalation times correspond with Standard Business Hours.

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## Services Not Covered

Services that are not expressly set forth in the applicable services description document are not covered under such services description including, without limitation, the following:

- Services are only provided for generally available Products and Software releases/versions, unless agreed otherwise
- Any customization of, or labor to install, Software and Hardware (including installation of Updates).
- Furnishing of supplies, accessories or the replacement of expendable parts (e.g., cables, blower assemblies, power cords, and rack mounting kits).
- Electrical or site work external to the Products.
- Any expenses incurred to visit Customer's location, except as required during escalation of problems by Cisco.
- Service for Hardware that is installed outdoors or that is installed indoors but requires special equipment to perform such Service
- Hardware replacement in quantities greater than three (3) FRUs, including those replacements due to pervasive issues documented in an engineering change notice or field alert unless Customer has troubleshoot failed Hardware down to the FRU level
- Services performed at domestic residences.
- Support or replacement of Product that is altered, modified, mishandled, destroyed or damaged by one or more of the following: (i) natural causes; (ii) environmental failures; (iii) your failure to take any required actions; (iv) a negligent or willful act or omission by you or use by you other than as specified in the applicable Cisco-supplied documentation; or (v) an act or omission of a third party.
- Services or software to resolve Software or Hardware problems resulting from third party product or causes beyond Cisco's control or failure to perform your responsibilities set out in this document.
- Services for non-Cisco Software installed on any Cisco Product.
- Any Hardware or third party product upgrade required to run new or updated Software.
- Additional Services are provided at the then-current time and materials rates.

- Except as otherwise agreed, Software entitlement, including media, documentation, binary code, source code or access in electronic or other form is not provided. In addition, except as otherwise provided, no right, use or license to our Software is granted and you acknowledge and agree that you obtain no such rights.

The non entitlement policies posted at [http://www.cisco.com/en/US/products/prod\\_warranties\\_listing.html](http://www.cisco.com/en/US/products/prod_warranties_listing.html) are incorporated into this Agreement.

Capitalized terms are defined in the [Glossary of Terms](#).



## Glossary of Terms

**Additional Services** means installation of new Hardware, system additions, Hardware upgrades, dispatch of a field engineer, or non-mandatory engineering changes.

**Advance Replacement** means shipment of replacement field-replaceable unit (FRU) before receiving failed or defective FRU.

**Advanced Services** means proactive Services including but not limited to Focused Technical Support, Network Optimization Support, Technology Application Support.

**Advanced Services Engineer** means the Cisco engineer appointed to be the main point of contact for Customer' purchasing Advanced Services.

**Application Software** means nonresident or standalone software products listed on the Price List that include but are not limited to Cisco Systems® network management software, security software, IP telephony software, Internet appliance software, Cisco® Intelligent Contact Management software, IP Contact Center software, and Cisco Customer Interaction Suite Software.

**Authorized Channel** means a system integrator, distributor or reseller authorized by Cisco to sell Services.

**Business Days** means local business days excluding local holidays as observed by Cisco.

**Cisco.com** (<http://www.cisco.com>) is the Cisco Website for its suite of online services and information.

**Confidential Information** means proprietary and confidential Information received by Cisco or Customer in connection with the Agreement and their relationship. Such Confidential Information may include, but is not limited to, trade secrets, know how, inventions, techniques, processes, programs, schematics, software source documents, data, customer lists, financial information, and sales and marketing plans or information which the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party, as well as, in the case of Cisco, any information posted on Cisco.com.

**Customer** means the entity purchasing Services for its own internal use either directly or through an Authorized Channel.

**Data Collection Tools** means hardware or software tools that support Cisco's ability to provide troubleshooting on critical cases, data analysis, and report generation capabilities.

**Depot Time** means Central European Time for parts shipping into Europe, Australia's Eastern Standard Time for parts shipping into Australia, Japan's Japan Standard Time for

parts shipping into Japan and Pacific Standard Time for parts shipping into all other locations. Delivery time may vary from Cisco theatre to Cisco theatre.

**Device Type** means a Cisco supported hardware product (for example, Cisco Catalyst® 6509 Switch, GSR 12000 and Cisco 7200 Series Router).

**Direct Purchases** means purchases of Services by Customer directly from Cisco.

**Documentation** is user manuals, training materials, Product descriptions and specifications, technical manuals, license agreements, supporting materials and other information relating to Products or Services offered by Cisco, whether distributed in print, electronic, CD-ROM or video format.

**Equipment List** means the list of Hardware and/or Software for which Cisco provides services.

**Event** means notification by Customer of its performance of a planned network hardware, software, or configuration change.

**Feature Category** means a Cisco supported and configured category of technical functionality on a specific device type (for example, Open Shortest Path First routing protocol, Novell routed protocol or Fast Ethernet interface type).

**Feature Set Upgrade** means a separately licensed and priced software release that contains an enhanced configuration or feature set.

**Field-replaceable Unit (FRU)** means any component or subassembly of an item or unit of hardware that reasonably can be replaced at Customer's location. FRUs also may be subject to size and weight limitations.

**Four-hour Response** means:

- For Advance Replacement Service, the four-hour time period commences upon the Cisco problem diagnosis and determination that a FRU is required and ends when the FRU is delivered onsite.
- For onsite service, the four-hour time period commences upon the Cisco problem diagnosis and determination that remedial onsite service is required and ends when Cisco personnel arrive onsite.

**Hardware** means tangible Cisco equipment, devices, or components made available to customers.

**Indirect Purchases** means purchases of Services by Customer through an Authorized Channel.

**Level 1** means support that is defined as having the necessary technical staff (Cisco or Cisco-authorized Reseller) with appropriate skill, perform installations, remedial hardware maintenance, and basic hardware and software configuration on Cisco Products.

**Level 2** means support that is defined as having the necessary technical staff with the appropriate skills to perform isolation, replication and diagnosis of internet-based problems on Cisco Product(s). Customer shall not report Software bugs to Cisco prior to attempting to identify the source of such bugs and testing in Customer's Network where appropriate. If the Customer cannot duplicate the bug in Customer's Network, Customer and Cisco shall cooperate in attempting to replicate and resolve related Software bugs in either Customer's or Cisco's test facility as mutually agreed. In all cases Customer will address Software bugs on a best effort basis to replicate same in Customer's Network and document activity to Cisco before seeking further resolution with Cisco's participation.

**Local Time** means local time Monday through Friday (excluding Cisco observed holidays).

**Maintenance Release** means an incremental software release that provides maintenance fixes and may provide additional software functions. Cisco designates Maintenance Releases as a change in the digits to the right of the tenths digit or of the hundredths digit of the software version number [x.x.(x) or x.x.x.(x)].

**Major Release** means a release of software that provides additional software functions. Cisco designates Major Releases as a change in the ones digit of the software version number [(x).x.x].

**Minor Release** means an incremental release of software that provides maintenance fixes and additional software functions. Cisco designates Minor releases as a change in the tenths digit of the software version number [x.(x).x].

**Network** means a set of interconnected and interworking Cisco supported hardware and software that is implemented, operated, and supported by Customer from a single network operations center (NOC).

**Network Infrastructure** means your core transport and aggregation network technology (for example, metro optical, ATM/Frame Relay, IP core and Cisco security devices including, but not limited to, Firewall, IDS and VPN3000).

**Network Infrastructure Size** means the total value of products in Customer's network based on the global list price of the products that Customer has purchased.

**Out of Scope Services** means services which are not included in the applicable Services description and which the Customer wishes to purchase.

**Product** means both Cisco Hardware and/or Software which are generally available.

**Purchase Order or P.O.** means a written or electronic order from Customer to Cisco for the Services to be provided by Cisco under this Agreement.

**Remedial Hardware Maintenance** means diagnosis and onsite replacement of hardware components with FRUs.

**RMA** means Return Material Authorization.

**Services** means one or more of the services options selected by the Customer in its Purchase Order and described at:  
[http://www.cisco.com/warp/public/cc/serv/mkt/sup/advsv/eades\\_ds.pdf](http://www.cisco.com/warp/public/cc/serv/mkt/sup/advsv/eades_ds.pdf).

**Severity 1** means an existing Network is down or there is a critical impact to your business operation. You and Cisco both will commit full-time resources to resolve the situation.

**Severity 2** means operation of an existing Network is severely degraded or significant aspects of your business operation are negatively impacted by unacceptable Network performance. You and Cisco both will commit full-time resources during Local Time to resolve the situation.

**Severity 3** means operational performance of the Network is impaired, although most business operations remain functional. You and Cisco both are willing to commit resources during Local Time to restore service to satisfactory levels.

**Severity 4** means information is required on our Application Software capabilities, installation, or configuration. There is little or no impact to your business operation. You and Cisco both are willing to provide resources during Local Time to provide information or assistance as requested.

**Software** means the software programs licensed to Customer by Cisco along with copies, Updates, or Upgrades to those software programs.

**Software Track** means a unique set of Hardware feature combinations (e.g., unique device function, Network layer, geography, Hardware platform, features, module requirements, stability requirements, risk) that could potentially be addressed by a single Software release.

**Standard Business Hours** means (i) 8:00 AM to 5:00 PM, Depot time, Monday through Friday, excluding local Cisco-observed holidays for shipments of replacement Products or parts and (ii) 8:00 AM to 5:00 PM, local time at location of the respective Cisco TAC, Monday through Friday, excluding local Cisco-observed holidays for case handling of TAC calls.

**Statement of Work (SOW)** means the documents agreed upon by the parties that define services and deliverables to be provided.

**TAC** means the Cisco Technical Assistance Center.

**Technical Support Services** means services that provide both essential proactive and reactive operation and maintenance support services including but not limited to SMB Support Assistant, SAS/SASU, Smartnet.

**Technology Application** means specific technologies including, but not limited to, content networking, broadband, and IP telephony that do not operate at the network infrastructure level.

**Third-party Products** means third-party hardware and/or software, and all upgrades thereto, that are designated by Cisco as required for:

- The operation of Application Software in conformance with Cisco applicable Application Software documentation
- Cisco support of the application software

**Transactional Advanced Services** means the project related or consultancy Services sold under a Statement of Work.

**Two-hour Response** means:

- For advance replacement, the two-hour time period commencing with Cisco's problem diagnosis and determination that a FRU is required and ending when the FRU is delivered onsite.
- For onsite service, the two-hour time period commencing with our problem diagnosis and determination that remedial onsite service is required and ending when Cisco personnel arrive onsite.

**Update** means Cisco Software Maintenance Releases, Minor releases and Major releases containing the same configuration or feature set as originally acquired, unless the Customer has upgraded the applicable Hardware or Software to a configuration or feature set other than what was originally acquired, and the applicable license fee for that upgrade has been paid. Updates do not include Feature Set Upgrades.