



## Service Description of SMARTnet and SMARTnet Onsite

This document describes the SMARTnet and SMARTnet Onsite 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](http://www.cisco.com/go/servicedescriptions): (i) the Glossary of Terms, (ii) the Priority 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.

### 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. Cisco will respond 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.
- 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 Customer for the Product experiencing the problem.
- Updates where available and where Customer requests these for supported Software.
- If a Feature Set Upgrade is licensed, Customer 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. Customer can, however, purchase additional copies from Cisco.

### Advance Replacement and Onsite Service

#### Cisco Responsibilities:

Cisco shall provide Customer with the Advance Replacement Services and/or Onsite Services that Customer has selected and detailed in Parts I and II below and where available.

Advance Replacement and Onsite Services are subject to geographic and weight restrictions depending upon Customer's location. Customer 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. Shipments 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 Customer's expense. Chassis and line card Advance Replacement Service must be at the same level of coverage. Cisco will provide Customer 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 Customer 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 9:00 a.m. and 5:00 p.m. 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 Customer 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 Onsite Support Services

- SMARTnet Onsite 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 onsite 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 Onsite 8x5x4: 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 onsite service is required has been made before 1:00 p.m. Depot Time.
- SMARTnet Onsite 24x7x4: Four Hour Response for Remedial Hardware Maintenance twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays.
- SMARTnet Onsite 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:

The provision of the Service options assumes that Customer will:

- Provide a priority level as described in the [Cisco Severity and Escalation Guideline](#) for all the calls Customer places.
- 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.
- 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 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 the Services detailed under Advance Replacement and Onsite Service Part I:

- Return to Cisco any defective or returned Product in accordance with Cisco's RMA procedure. Cisco will need Customer to 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) 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 Customer has purchased the Services detailed under Advance Replacement and Onsite 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 onsite 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 onsite personnel.
- Provide safety and security protection of Cisco's personnel or its subcontractors for your unmanned sites.