

Instructions for receiving Optional Post-Warranty Support for Cisco Storage Products Purchased from IBM or IBM Business Partners

Post-Warranty Support

If you have purchased an optional Post-Warranty Support Contract (“Contract”) for Cisco Storage Products purchased from IBM or IBM Business Partners, then the terms contained in this Contract apply to you (“you” or “Customer”) and govern the provision of the services described herein (“Post-Warranty Support”) to be provided with respect to the Cisco Storage Products identified by serial number on the purchase order submitted to a Reseller (as described below) for the Post-Warranty Support Contract.

The terms contained in this document are made solely by and on behalf of Cisco and its subsidiary companies. The Post-Warranty Support will be initially fulfilled through the Cisco authorized Post-Warranty Support provider designated below. The use of third-party service providers is at the discretion of Cisco, and Cisco’s designation of an authorized service provider is subject to change. This Post-Warranty Support applies only to Cisco MDS

9000 Storage Products sold by Cisco or one of Cisco's affiliates to IBM, or an IBM affiliate for resale by IBM or IBM Business Partners (collectively, the "Resellers").

Cisco's Authorized Post-Warranty Support Provider for this Cisco Storage Product: IBM Global Services

For all post-warranty related support, please contact the authorized Post-Warranty Support Provider designated above, or as otherwise designated by Cisco. The levels of support provided under this Contract are described in the Post-Warranty Support terms.

In the United States: 1-800-IBM-SERV

Outside of the United States: See <http://www.cisco.com/go/ibm/warranty> to locate the phone number of the support center for your country.

Complete the form below and have the information available when placing a support call.

Machine Type	#2062 for all Storage Products (except as otherwise identified)
	#2061 for the Port Analyzer Adapter and 9120 and 9140 Cisco Storage Products
Serial Number	
Model number	
Contact name	
Contact telephone number	
Address of hardware location	

If you require additional instructions and information for support, please visit the warranty information website: <http://www.cisco.com/go/ibm/warranty>.

Cisco Post-Warranty Support Terms

The following are the terms and entitlements under this Contract. ***The terms and entitlements do not apply to any non-Cisco product or software.*** These terms supersede any conflicting terms regarding support and maintenance that may be stated in the *Cisco Information Packet* that accompanies your Cisco Storage Product.

Term: Commencing at the end of the Enhanced Warranty Term, or any prior Post-Warranty Support Term and continuing for a period equal to the number of years of Post-Warranty Support purchased. For Cisco Storage Products not currently under warranty or a Post-Warranty Support Contract, the term shall commence upon the start date set forth in the purchase order submitted to Cisco, or such later date as determined by Cisco to enable (i) Cisco or its authorized Post-Warranty Support Provider to inspect the Cisco Storage Product and, if required, (ii) Customer or Cisco's authorized Post-Warranty Support provider to undertake any update or repair of the Cisco Storage Product such that it conforms to its specifications, at Customer's cost and expense.

Post-Warranty Support - Technical Assistance and Software Support for all MDS 9000 series Cisco Storage Products

Technical Assistance Level of Support

Twenty-four (24) hours per day, seven (7) days a week access to a technical assistance center. A technical assistance center representative of Cisco's authorized Post-Warranty Support provider will respond to you within one (1) hour for all Priority 1 and 2 calls (as described below) and for Priority 3 and 4 calls (as described below) received during Standard Business Hours. For Priority 3 and 4 calls received outside Standard Business Hours, a technical assistance center representative of Cisco's authorized Post-Warranty Support provider will respond no later than the next business day. Standard Business Hours are between 9:00 a.m. and 5:00 p.m., local time, Monday through Friday, excluding public or national holidays. For purposes of these terms, the priority levels are as follows: "Priority 1" means there is a critical impact to Customer's business operation relating to a covered Cisco Storage Product; "Priority 2" means operation of the covered Cisco Storage Product is severely degraded or significant aspects of Customer's business operation are being negatively impacted by unacceptable performance; "Priority 3" means performance of a covered Cisco Storage Product is impaired while most

Customer business operations remain functional; and “Priority 4” means information is required on Cisco Software capabilities, installation, or configuration relating to a covered Cisco Storage Product. Customer’s determination of the applicable Priority level is subject to Cisco or its authorized Post-Warranty Support provider’s confirmation.

Software Level of Support

Provision of bug-fixes or updates for the software release supplied with the Cisco Storage Product, subject to availability, during the Post-Warranty Support term. Software received during Post-Warranty Support is licensed for use only with the Cisco Storage Product covered by Post-Warranty Support and is subject to the terms and conditions of the software license provided with the purchase of the Cisco Storage Product, or provided at the time of the bug-fix or update. After upgrading to a new release of the Software, you agree to discontinue use of any previous release.

If a feature set upgrade for a Cisco Storage Product is licensed to you, subject to availability you shall be entitled to updates at the upgraded level for such licensed Cisco Storage Product. A feature set upgrade is a separately licensed and priced Software release that contains an enhanced configuration and/or feature set for a Cisco Storage Product.

Post-Warranty Support - Hardware Support for Port Analyzer Adapter and 9120 and 9140 Cisco Storage Products (IBM Machine Type Models [2061-xx], 2061-20 and 2061-40)

Subject to availability, eight (8) hours per day, five (5) days per week advance replacement of hardware shipping on the Next Business Day, Monday through Friday (excluding public or national holidays) commencing upon problem diagnosis and determination that parts replacement is required. “Advance replacement of hardware” means the shipment of a field replaceable unit to you in advance of receipt of the failed/defective field replaceable unit by Cisco or its Authorized Post-Warranty Support Provider. A “field replaceable unit” (FRU) is any component or sub assembly of an item or unit of Cisco Storage Product listed subject to size and weight limitations, which can reasonably be replaced at your location.

Hardware support will be provided on a commercially reasonable efforts basis.

Post-Warranty Support - Hardware Support for all other MDS 9000 series Cisco Storage Products

Subject to availability, twenty-four (24) hours per day, seven (7) days a week on-site remedial hardware replacement (i.e. on-site replacement of Hardware components with FRU(s)) within four (4) hours commencing upon problem diagnosis and determination that remedial on-site service is required and ending when the service personnel arrives on-site, during the Post-Warranty Support term for all Cisco Storage Products with IBM Machine Type 2062. This level of support will be made available as soon as reasonably possible, but no later than thirty (30) days after your Cisco Storage Product is installed by your authorized Post-Warranty Support provider. Until parts are available in the depot, and subject to availability, your hardware Post-Warranty Support will be eight (8) hours per day, five (5) days per week, with on-site remedial hardware replacement shipping on the Next Business Day, Monday through Friday (excluding public or national holidays).

Hardware Support Restrictions: Availability of the 24x7x4 onsite level of support is restricted to within fifty (50) miles of the then-current authorized Post-Warranty Support provider's service location and one hundred (100) miles of a parts' depot (in the U.S.) and seventy-five (75) kilometers (outside the U.S.) of an authorized Post-Warranty Support provider's service location. The 24x7x4 advance replacement of hardware in these Post-Warranty

Support terms is not available for hardware cabinetry or chassis over 50 lbs (23 kg) or 6 feet (2 meters). In those instances where the hardware Post-Warranty Support is outside the distance limitations specified above, on-site advance replacement of hardware will be provided on the next business day, provided the request is made prior to 3 p.m., local time, otherwise support will be provided the following business day (2nd business day for calls placed after 3 p.m.).

Hardware support will be provided on a commercially reasonable efforts basis.

Customer Responsibilities

The Post-Warranty Support is conditioned on and subject to Customer's timely performance of the responsibilities described below. References to "Cisco" include Cisco's authorized Post-Warranty Support provider:

For all levels of Post-Warranty Support: Customer is responsible for: (a) providing a priority level for all calls placed; (b) providing reasonable access to the Cisco Storage Product through the Internet or via modem such that problems may be diagnosed and corrected remotely and making available to Cisco Customer's current system passwords as necessary to enable Cisco to provide such remote diagnosis and support; (c) use of the latest release of Software if required to correct a reported Software problem; (d) within thirty (30) days of relocation of a Cisco Storage Product, notifying Cisco of Cisco

Storage Products covered by Post-Warranty Support Contracts, which Customer has moved to a new location (Cisco is only obligated to provide Post-Warranty Support service to Customer beginning thirty (30) calendar days after it receives notification of the relocation); (e) notifying Cisco of modifications to the Cisco Storage Product hardware configuration including upgrades or changes to FRUs not in the original hardware configuration within five (5) business days of such modification; (f) providing valid and applicable serial numbers for all Cisco Storage Product problems and issues covered by a Post-Warranty Support Contract reported to Cisco or where Customer is seeking information from Cisco on use of Cisco Storage Products; (g) where requested by Cisco, providing additional information in the form of location of the Cisco Storage Product, city location details and zip code information; and (h) when requested by Cisco and when applicable, providing Cisco with a list of all personnel Customer authorizes to contact Cisco or its authorized Post-Warranty Support provider for access to Cisco.com for Services and to download Software from Cisco.com or Cisco's PUT (customer is responsible for reviewing this list on an annual basis to add or remove personnel as necessary).

RMA's: Customer is responsible for returning to Cisco all defective or returned Cisco Storage Product in accordance with Cisco's Return Material Authorization ("RMA") procedure and will facilitate the billing of any Cisco Storage Product not returned. Cisco's RMA procedure is available on Cisco.com. Customer agrees to assist Cisco in troubleshooting failed Hardware down to the FRU level prior to initiating Cisco's RMA procedure.

Advance Replacement: Customer is responsible for the following when returning defective Cisco Storage Products: the costs associated with returning defective Cisco Storage Products, proper packing, including description of failure and written specification of any other changes or alterations; and insurance of all packages for replacement cost to be shipped FOB Cisco's designated repair center. Returns must be received within thirty (30) days; otherwise, the list price of the Cisco Storage Products will be charged.

General: Customer acknowledges that it is only entitled to receive Post-Warranty Support services on the Cisco Storage Product for which it has paid a separate fee to Cisco or to a Reseller. Customer agrees it will take all necessary action to ensure that its former employees do not access or use the Post-Warranty Support services, including but not limited to, disabling passwords of former employees. Cisco reserves the right, upon reasonable advance notice, to perform an audit of Customer's Cisco Storage Products and records to validate entitlement and to charge for support if Cisco determines that unauthorized support is being provided, as well as interest at the highest rate permitted by law, and applicable fees including, without limitation, attorneys' fees and audit fees.

On-Site Post-Warranty Support Services: Where Customer has paid for on-site Post-Warranty Support services, in addition to the responsibilities described above, the Post-Warranty Support services are conditioned on and subject to Customer's timely performance of the following responsibilities: (a) provision of an appropriate work environment and reasonable access

(including providing safety and security protection of Cisco personnel or its subcontractors for Customer sites), 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 service personnel in the Cisco Storage Product's physical location; (b) back up of Software images and configurations on a regularly scheduled basis and provision of such images and configurations to on-site personnel in connection with remedial hardware maintenance activities; (c) provision of TFTP capabilities or internet access for the purpose of downloading Software images by on-site personnel as necessary; and (d) providing Cisco with the name of a point of contact prior to delivery and access to equipment by Cisco personnel.

Services Not Covered

These Post-Warranty Support terms do not apply to the items set forth below. References to "Cisco" include Cisco's authorized Post-Warranty Support provider.

For all levels of Post-Warranty Support Services: (a) any customization of, or labor to install, Software; (b) provision of Software Application Services (i.e., services for non-resident/standalone Software products such as Cisco's network management Software or security Software); (c) expenses incurred to visit Customer's location (where Customer has not paid for on-site Post-Warranty Support services); (d) furnishing of supplies, accessories or

the replacement of expendable parts (e.g., cables, blower assemblies, power cords, and rack mounting kits); (e) electrical or site work external to the Cisco Storage Products; (f) support or replacement of any Cisco Storage Products that has been altered, modified, mishandled, destroyed or damaged by natural causes or environmental failures or a negligent or willful act or omission by Customer or a third party or use by Customer other than as specified in the applicable Cisco-supplied documentation; (g) services to resolve Software or Hardware problems resulting from third party products or causes beyond Cisco's control; (h) services for non-Cisco software installed on any Cisco Storage Product; (i) any Hardware upgrade required to run new or updated Software; (j) support for Cisco Storage Product for which Customer is unable to provide Cisco a valid and applicable serial number; (k) services for Cisco Storage Product for which warranty or post-warranty support has lapsed are subject to Cisco's prevailing reinstatement fees (which may include Software license fees, inspection fees, Hardware fees, and fees or costs necessary to update or repair the Cisco Storage Product such that it conforms to the applicable specification); (l) services for Cisco Storage Products, that are available through new product introduction, field trial equipment, or that Cisco obtains through acquisition prior to first customer ship; (m) configuration services for any Software or non-Cisco software; (n) 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; or (o) requests for Post-Warranty Support services at an unmanned Customer site where a Customer representative is unavailable to receive the FRU.

General. In addition, Feature Set Upgrades may not be downloaded from Cisco.com without payment of Cisco's then-current license fees. Pre-assembly of FRUs ordered through RMAs is not available unless otherwise agreed by Cisco in writing. Additional services and services for Cisco Storage Products for which Customer is unable to provide valid and applicable serial number(s) are provided at the then-current time and materials rates or non contract service rates.

On-Site Post-Warranty Support Services. Where Customer has paid for on-site Post-Warranty Support services, in addition to the service exclusions/limitations described above, these Post-Warranty Support terms do not apply to service for Hardware that is installed outdoors or that is installed indoors but requires special equipment to perform such service (i.e., hoists, harness, ladders in excess of 8 feet) or services performed at domestic residences.

Remedies and Disclaimers

NOTHING IN THIS AGREEMENT SHALL AFFECT THE WARRANTIES PROVIDED WITH ANY HARDWARE PURCHASED OR SOFTWARE LICENSED BY YOU. ANY AND ALL SERVICES AND DELIVERABLES

PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. YOU MUST NOTIFY CISCO PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES. YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE, AT CISCO'S OPTION, RE-PERFORMANCE OF THE SERVICES; OR TERMINATION OF THE APPLICABLE EQUIPMENT LIST OR SOW AND RETURN OF THE LESSER OF (I) THE AMOUNT OF THE FEES PAID BY YOU TO CISCO OR THE RESELLERS FOR SUCH NON-CONFORMING SERVICES OR DELIVERABLES OR (II) CISCO'S STANDARD LIST PRICE FOR SUCH NON-CONFORMING SERVICES OR DELIVERABLES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

Limitation/exclusion of Liabilities

IN NO EVENT WILL CISCO, ITS AUTHORIZED POST-WARRANTY SUPPORT PROVIDERS, ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE HARDWARE OR SOFTWARE EVEN IF CISCO, ITS AUTHORIZED POST-WARRANTY SUPPORT PROVIDERS, SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CISCO'S, ITS AUTHORIZED POST-WARRANTY SUPPORT PROVIDERS', ITS SUPPLIERS' OR LICENSORS' LIABILITY TO YOU FOR DAMAGES AND CLAIMS ARISING OUT OF OR RELATING TO THE CISCO STORAGE PRODUCT OR THE POST-WARRANTY SUPPORT OR OTHERWISE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE LESSER OF (I) THE AMOUNT OF THE FEE PAID BY YOU TO CISCO OR THE RESELLERS FOR THE APPLICABLE POST-WARRANTY SUPPORT CONTRACT OR (II) CISCO'S STANDARD LIST PRICE FOR THE APPLICABLE POST-WARRANTY SUPPORT CONTRACT. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

General. The validity, interpretation, and performance of the Post-Warranty Support Contract shall be controlled by and construed under the laws of the State of California, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of laws. Cisco shall not be liable for any delay or failure in performance due to events outside its reasonable control including, without limitation, acts of God, earthquake, labor disputes, shortages of supplies, actions of governmental entities, riots, wars, fire, epidemics, or delays of common carriers. Customer agrees to comply with the laws and regulations of the United States and any applicable foreign government governing the use, export, re-export, and transfer of the Cisco Storage Products and the support services. This Post-Warranty Support Contract may not be assigned by Customer without the prior written consent of Cisco. In the event any terms of the Post-Warranty Support Contract become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this contract. All remaining terms shall remain in full force and effect. This Post-Warranty Support Contract constitutes the entire agreement relating to Post-Warranty Support for the Cisco Storage Products and no representations, terms or agreements other than those set forth herein shall be binding on the parties. This Post-Warranty Support Contract may not be modified, amended, or altered except in a writing executed by an authorized representative of Customer and Cisco.

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