



Service Description: Cisco Migrate on Failure Service

This document describes Cisco Migrate on Failure Service (Cisco MFS).

Related Documents: This document should be read in conjunction with the following documents also posted at www.cisco.com/go/servicedescriptions/:

- (1) Severity and Escalation Guidelines
- (2) List of Services Not Covered
- (3) Glossary of Terms

All capitalized terms in this description have the meaning ascribed to them in the Glossary of Terms.

Direct Sale from Cisco: If you have purchased these Services directly from Cisco, this document is incorporated into your Master Services Agreement (MSA) Advanced Services Agreement (ASA), or equivalent services agreement executed between you and Cisco. In the event of a conflict between this Service Description and your MSA or equivalent services agreement, this Service Description shall govern. All capitalized terms not defined in the Supplemental Glossary of Terms for Cisco Migrate on Failure Service at the end of this document have the meaning ascribed in the MSA or equivalent services agreement executed between you and Cisco.

Service Summary Cisco Migrate on Failure Service (Cisco MFS)

Cisco Migrate on Failure Service is a Cisco Services offer for Customers with equipment that is two years before or after Last Day of Support (LDoS). This service enables Customers to replace their failed LDoS equipment with a pre-defined currently available migration device (known as a Migrate-To device).

Cisco shall provide the Services described. Cisco shall provide a Quote for Services ("Quote") based on information provided in the MFS Matrix List, setting out the extent of the Services and duration that Cisco shall provide such Services. Cisco shall receive a Purchase Order that references the Quote and MFS Matrix List agreed between the parties and

that, additionally, acknowledges and agrees to the terms contained therein.

Cisco Responsibilities:

- Cisco will review the customer-provided list of Cisco devices in customer's network that are two years before or after Last Day of Support. These devices will be known as the Migrate-From devices.
- The Migrate-From and Migrate-To lists will be validated against a set of eligibility criteria including but not limited to type of devices, device value, geographic locations, and requested delivery Service Levels in order to determine if the products are supportable under the Cisco MFS program.
- In certain countries where Cisco has certain trade compliance risks, Cisco reserves the right to first offer an equivalent product replacement to Customers until such time that the trade compliance risks have been mitigated.
- In the case of a hardware failure from those devices identified in the Migrate-From list, the affected device will be replaced by the identified Cisco device in the Migrate-To list.
- Cisco provides three tiers with different annual hardware replacement limits

Lower Tier: Annual hardware replacement limit is 2% of the Migrate-From devices covered under the MFS contract

Middle Tier: Annual hardware replacement limit is 5% of the Migrate-From devices covered under the MFS contract

Upper Tier: Annual hardware replacement limit is 10% of the Migrate-From devices covered under the MFS contract

Cisco also provides an incremental tier that includes additional annual replacement limit, in

multiples of 1% of covered Migrate-From devices under an existing MFS contract. This incremental tier will be applied for the remaining term in the contract and will not be pro-rated. This incremental tier can be purchased only if Customer already has an MFS contract with one of the tiers mentioned above.

Hardware Replacement Limit Monitoring. Cisco will provide replacements, up to the annual hardware replacement limit corresponding to the tier that was purchased by the customer. Cisco shall monitor Customer hardware replacement rate under this Service and will not provide replacements beyond the annual replacement limit as per the purchased tier.

- Cisco will support the replacement requests based on the Migrate-From and Migrate-To lists that are initiated via the RMA process within the agreed upon service levels ordered.
- The devices provided to Customer, as part of this Migrate-To list, could be refurbished or new, consistent with Cisco's standard hardware replacement policy.
- Cisco Migrate on Failure Service will not support hardware failure of Migrate-To devices upon the replacement of the Migrate-From devices. Support of Migrate-To devices will be covered for the remaining term of the MFS contract using comparable service levels added to their SMARTnet or Smart Net Total Care service contract.
- All devices from the Migrate-From list that are replaced by devices from the Migrate-To list will be replaced at Migrate on Failure service levels stated below.

Migrate-From Failed Hardware Device Replacement

- For each Migrate-From hardware failure, Cisco shall provide replacement hardware from MFS Matrix List at the Migrate on Failure service levels that Customer has selected from the options below, where available.
- Failed hardware device replacements from MFS Matrix List are subject to geographic and weight restriction, and other eligibility requirements. Customer may check availability by accessing

Cisco's Service Availability Matrix at: <http://tools.cisco.com/apidc/sam/search.do>.

- 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 replacement must be at the same level of coverage. Cisco will provide Customer with replacement(s) that are either new or equivalent to new unless otherwise stated below.

Migrate on Failure Service Levels

Cisco will use commercially reasonable efforts to provide the following Service Levels for the Migrate on Failure Service:

- **MFS 8x5x4 (MFSE):** Replacement parts delivery 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 makes a request after 1:00 p.m. Depot Time, Cisco will deliver the replacement parts the morning of the next Business Day.
- **MFS 24x7x2 (MFSP):** Advance replacement parts on a Two Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.
- **MFS 24x7x4 (MFST):** Advance replacement parts on a Four-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.
- **MFS 8x5xNext Business Day (MFSN):** Where Next Business Day delivery is available, a replacement device 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 makes a request after 3:00 p.m. Depot Time, Cisco will ship the replacement the next Business Day.

Where Next Business Day delivery is not available, same day shipping will be provided. Under same day shipping, replacement device will ship from the serving depot location that same Business Day, provided that Cisco's determination of hardware failure has been made before 3:00 p.m. Depot Time. Determinations that occur after 3:00 p.m. Depot Time will be shipped the following Business Day.

- **MFS On-Site 8x5x4 (MFSS):** Four Hour Response for Remedial Hardware Maintenance service between 9:00 a.m. and 5:00 p.m. Depot Time the same Business Day, together with parts, labor and materials, provided Cisco's determination that on-site service is required has been made before 1:00 p.m. Depot Time.
- **MFS On-Site 24x7x2 (MFS2):** Two Hour Response for Remedial Hardware Maintenance twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays.
- **MFS On-Site 24x7x4 (MFS4):** Four Hour Response for Remedial Hardware Maintenance twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays.
- **MFS On-Site 8x5xNext Business Day (MFSC):** 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).

Where Next Business Day delivery of the parts is not available, same day shipping will be provided. Cisco will provide onsite support upon arrival of the parts.

Customer Responsibilities:

The Customer assumes the following responsibilities as a part of this Service:

- Customer will have a proactive migration plan that details the overall refresh of devices within the MFS support term.
- Customer will provide a Migrate-To list that includes a Bill of Materials (BOM) for each device type that has been certified to function in the Customer's network.
- Customer is responsible for the completeness and accuracy of the Migrate-From and Migrate-To lists provided to Cisco for validation.
- Proactive migrations performed by the Customer outside of MFS, must be reported to Cisco so they can be removed from the service contract associated with the replacement. Support of Migrate-To devices will be covered for the remaining term of the MFS contract using comparable service levels added to their SMARTnet or Smart Net Total Care service contract.
- The Customer will notify Cisco if the Customer plans to relocate Migrate-From equipment to a new location no less than thirty (30) days prior to relocation. Customer will notify Cisco of any hardware modification to the Migrate-From device(s) within five (5) days of such modification.
- The Customer will provide current shipment contact information as follows: contact name, title, address, telephone number, e-mail address, and fax number.
- The Customer will provide valid and applicable serial numbers or device details for all Product problems and issues reported to Cisco or where Customer is seeking information from Cisco in connection with Product use. Cisco requires Customer to provide additional information in the form of location of the Product, city location details and zip code information.
- When requested, Customer will provide Cisco with a list of all personnel that Customer has authorized to contact Cisco or access Cisco.com for Services. Customer is responsible for reviewing the list on an annual basis and adding or removing personnel as necessary.
- Customer will return to Cisco any defective or failed Cisco Product on the Migrate-From list in

accordance with Cisco's RMA procedure located at www.cisco.com.

- Customer is responsible for the following when returning Product to Cisco:
 - a) Appropriate packaging, including description of failure and written specifications of any other changes or alterations;
 - b) If the product has not been returned within thirty (30) calendar days after shipment of the replacement parts, Cisco reserves the right to charge for liquidated damages equivalent to the current full list price of the parts or as per the terms in the service agreement between the parties.
- Customer should review receipt notification to confirm the failed hardware and quantity of product received by Cisco.
- Customer will provide Cisco with a point of contact prior to delivery of equipment by Cisco's personnel.
- Customer will provide safety and security protection of Cisco's personnel or its subcontractors for Customer unmanned sites.
- Customer is responsible for creating the configuration for a device and conducting the configuration of the device. In the event Cisco's Virtual Internetworking Support Engineer and/or Field Engineer ("VISE/FE") is providing the labor to perform the device swap, the Customer will need to have, at a minimum, a basic device configuration that provides network connectivity to the device. The configuration will be available at the time of the Service. Once the Customer has remote access to the device (e.g telnet, ssh), the Customer will configure the device in accordance with documented network standard configuration.
- Customer will be responsible for loading the appropriate version of IOS/software on the device based on Customer network standard. In the event VISE/FE is providing the labor to perform the device swap, the device will be configured with the Customer provided configuration (see above). After the Customer has remote access to the device, it will be the Customer's responsibility to load the appropriate IOS/software to the device based on their network standards.
- There may be situations where VISE/FE has to load different IOS/software before the device is configured; for example, the feature set of the IOS/software on the replacement device doesn't support BGP routing, but BGP is needed to get the device on the network for remote access. In these types of situations, VISE/FE will upgrade the device IOS/software at their discretion based on the situation at the time of the service event.
- The Service described in this offer only covers replacement of the hardware and does not cover any licenses other than the base license. This includes but is not limited to Unified Communications (UC) and SRST licensed features for the ISR G2 routers.
- Customer will use the normal ordering process to acquire the appropriate license(s). Once the license(s) have been acquired, the normal licensing process will be used to apply the license to the device. In the event the license(s) is needed to get the device operational at the time of a service event, trial versions of the appropriate license(s) can be activated. Customer understands that activating a trial license is only used as a temporary work around to get the device fully operational. It is imperative that the appropriate license(s) be acquired and applied to ensure continued function of the device.
- Customer is responsible to ensure that the infrastructure (power requirements, cabling, etc.) at potential service locations is ready to accept the installation of the Migrate-To device or has arrangements with the appropriate service vendor(s) to be dispatched at the time of a service event. In the event VISE/FE is providing the labor to perform the device swap, Customer will ensure other appropriate vendor(s) needed at a service event is at the service location prior to or at the same time as VISE/FE. Customer understands that failing to dispatch the appropriate service vendor(s) could delay the operation of the replacement device.
- Customer acknowledges and agrees that it is solely responsible for compliance with all laws and regulations in connection with the Cisco MFS offer.

Specific Terms and Conditions

- Customer may receive refurbished product as part of MFS replacement.
- Customer can only request parts that are in the MFS Matrix List.
- Cisco MFS is solely for replacement of devices on MFS Matrix List and no troubleshooting/bug fixes will be performed as a part of this Service unless otherwise agreed in Cisco's sole discretion.
- If Customer receives replacement hardware under this Service for Migrate-From devices that Cisco verifies as no defect found, then Cisco reserves the right to invoice Customer at list price for the Migrate-To device shipped and/or cancel the service contract with no refund.
- Customers are not allowed to process their own self-sparing replacements for Migrate-From devices identified under this Service. All replacement requests must be sent into Cisco to provide the validation steps for replacement.
- Cisco requires 4-6 weeks of properly stocking Cisco sparing depots for each MFS purchase order placed. During this time if a replacement requests comes in, Cisco will use reasonable commercial efforts to meet Customer service level but that may result in a slower response time, for which Cisco shall not be liable, until replacement products are fully stocked at the applicable depots.
- Migrate-From switches that are in a stacked configuration are not supported under this Service.
- Product Security Incident Response Team (PSIRT) notifications will be provided on devices as necessary.
- Device shipped will be installed or left onsite to be installed. Once the part has been ordered it is expected that it will be installed in the network and will be counted as a replacement. The only exception will be if the part is determined to be

Dead on Arrival (DOA) – at which time another replacement will be shipped.

Supplemental Glossary of Terms for Cisco Migrate on Failure Service

End of Sale (EOS) means the Product's end-of-sale date and/or the last day when the affected product can be ordered

Last Day of Support (LDoS) means the last day, as announced by Cisco, after which no support will be provided to the named Cisco devices.

Migrate-From means those LDoS Cisco devices currently in Customer network.

Migrate-To means those Cisco devices that will replace the hardware in the Migrate-From products if and when the Migrate-From hardware fails.

MFS Matrix List is the document agreed between Cisco and Customer that describes in detail the site-by-site and device-by-device mapping that would be used to replace a failed device at a specific service level.

Service Event is defined as an incident when an LDoS device or a competitor product in the Customer network, listed under the MFS contract fails and triggers an RMA request from the Customer to migrate to the Migrate-To device, and Cisco initiates the migration within the agreed service levels.

Dead on Arrival (DOA) means the replacement device is dead (not working) prior to being delivered to the Customer.

Entitlement

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| <ul style="list-style-type: none"> • Customer acknowledges that it is only entitled to do replacements only up to the specific annual replacement limit that corresponds to the tier that was purchased |
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