

**SERVICE DESCRIPTION: CISCO SERVICES FLEX POINTS
CON-AS-PTS**

Services Summary

Cisco Services Flex Points (the “Points”) offers Customers the flexibility to consume the Services subscription offers listed in a Points Catalog to help meet the Customer’s evolving business needs.

Cisco will provide the ordered Services if and where available and provided that Cisco has been paid the appropriate fee for the applied Points.

Description of Services

The Service Descriptions located at <http://www.cisco.com/c/en/us/about/legal/service-descriptions.html> for each ordered Service are each fully incorporated herein by reference. In the event of a conflict between this Service Description and a Service Description for an ordered Service, the Service Description for the Ordered Service prevails with respect to such conflict.

Points Summary

- “Points” purchased may be redeemed by or for Customer to order Services listed in the Points Catalog.
- “Points Term” – Each Point is active for twelve (12) months beginning on the Points Activation Date as described below, provided however, if Points are purchased as part of a Cisco Enterprise Agreement or other similar multi-year purchase, then the Points Term may be longer if specified in the Cisco Quote under which the Points are purchased.
- A minimum of ten (10) points for a “Technology” listed in the Points Catalog is required to submit a Service order for that Technology.
- Points are non-refundable, non-transferable by or between Customers and can only be used by the named Customer in the Quote for its internal use.
- If Points are purchased by a Cisco Authorized Reseller, the Points must be purchased for a specific Customer to be named in the Quote and such Points may not be combined or otherwise used for any other Customers.

FLEX POINTS PARTICIPATION

Cisco Responsibilities

- “Points Portal” – Cisco will provide Customer (and/or Customer’s Authorized Reseller) with online access to help track and manage Customer’s Points, as well as information regarding applicable Services and tools used for Customer to consume Points. Points Portal access and information is described in more detail below.
- “Points Catalog” – Cisco will provide access in the Points Portal to a catalog listing the applicable Services and the Points required to order each Service. Points Catalog information is described in more detail below.
- Cisco will track Customer’s use of the Points during the Points Term.

Customer Responsibilities

- Customer must purchase Points from Cisco or a Cisco Authorized Reseller. Unless otherwise agreed by Cisco, such Cisco Authorized Reseller will be given access to the Points Portal and may manage and redeem Points on behalf of the Customer.
- Customer may redeem active Points (as described below) to order Services listed in the Points Catalog during the Points Term.
- “Points Activation Date” – Customer’s right to redeem Points begins on (a) the date the Customer requests activation of the Points as shown in the Points Portal, provided that the requested date must be within ninety (90) days from the date of Points purchase, or (b) if no date is requested by Customer, then the date the Points are first made available to Customer. The Points Activation Date will be displayed in the Points Portal.
- Customer is responsible for confirming in the Points Portal that the Points Activation Date is as requested and must notify Cisco within ten (10) days after Cisco first sets the Points Activation Date that Customer does not agree with the Points Activation Date as set; otherwise, the Point Activation Date is automatically deemed confirmed as set.
- Customer’s right to redeem Points terminates at the earlier of (a) end of the Points Term, or (b) when the Points are used. Any Points not used prior to the Points Term will automatically expire and can no longer be redeemed; there will be no refunds or credits for any unused Points.

FLEX POINTS PORTAL**Cisco Responsibilities**

- Cisco will provide Customer with access to the Points Portal as follows:
 - **“Super User” Access** – Two (2) Customer (and/or Customer’s Authorized Reseller) designated personnel are authorized to communicate with Program Management Office (PMO) or assigned Project Manager (PM) and redeem Points for the Customer.
 - **“Standard User” Access** – View-only privileges will be given to other Customer (and/or Customer’s Authorized Reseller) designated personnel as determined and requested by Customer (and/or Customer’s Authorized Reseller).
- Information available from the Portal may include:
 - Customer Points Account
 - Points Activation Date
 - Points Usage and Delivery Transactions
 - The Points Catalog
- Cisco will provide instructions to access and navigate the Points Portal, which may include video on demand (VoD) training sessions, as well as in a Points Portal User Guide.
- Cisco will make available Points reports, or other usage information tools, in the Points Portal that include Points usage and remaining Points. These reports will be made available on the Points Portal on a quarterly basis unless otherwise stated in the Points Portal.

Customer Responsibilities

- Customer will provide Cisco with Customer names for Super User access and Standard User access. All such users are required to have Cisco User IDs and must abide by the rules subject to such access as determined by Cisco.
- Only a Super User has authority to redeem Points on behalf of the Customer.
- Use of the Points Portal is subject to the the Universal Cloud Terms located at <http://www.cisco.com/c/en/us/products/universal-cloud-agreement.html>, which is incorporated herein by reference.

FLEX POINTS CATALOG**Cisco Responsibilities**

- Cisco will provide access to the Points Catalog in the Points Portal.
- Points cost, size limitations/criteria and delivery time range for each Service is reflected in the Points Catalog.
- All other information and requirements related to the Services, such as Deliverables descriptions, Service delivery terms and Cisco and Customer responsibilities can be found in the applicable Service Description for such Service located at below Cisco description website <http://www.cisco.com/c/en/us/about/legal/service-descriptions.html>.
- Cisco may add, modify or remove the Services available in the Points Catalog at any time by posting notice in the Points Portal.
- Point value and the number of Points required to order a Service, as listed in the Points Catalog or otherwise provided by Cisco, are non-negotiable.
- Services not listed in the Points Catalog may not be ordered using Points.

Customer Responsibilities

- Super Users may redeem Points to order Services listed in the Points Catalog.

REDEEMING FLEX POINTS**Cisco Responsibilities**

- Cisco Services PMO or assigned PM receives the request to redeem Points and initiates contact with Customer (or Authorized Reseller) to understand and plan the Service scope and schedule. Points required for a particular Service are listed in the Points Catalog or listed as “Custom.” For Custom listings, the Cisco PMO or PM will provide the Customer (or Authorized Reseller) the total Points for such Service based on project scale information gathered.
- Once the Service order is set by the PMO, the order moves to an approved state and associated Points status in the Points Portal change to show the Points are in-use.
- If the scope and schedule cannot be set between PMO and Customer, then within ten (10) business days from the date of Service order, the request to redeem Points and the associated Service order may be canceled by Cisco. A Service order is considered requested on the same date Customer issues a request to redeem Points.
- Cisco may take up to six (6) weeks lead time after the Points Service order approval to initiate the Service.
- Service delivery will stop and be considered complete at the earlier of the (a) end of the Points Term, or (b) when such delivery reaches the approved Service order’s size or duration limit as set forth in the Points Catalog.

Customer Responsibilities

- Customer identifies the needed Service in the Points Catalog and submits a Service order to the PMO or assigned PM.
- A minimum of ten (10) Points for a “Technology” listed in the Points Catalog is required for Service order to use Points for that Technology. Customer must have sufficient Points balance in Customer’s Points account to order the requested Service.
- Points purchased through multiple Purchase Orders may be combined to redeem Points.
- Customer must order Services in advance of the Points Term with enough time to allow for lead times, delivery and project completion to occur no later than the Points Term.
- Project delivery is conducted using standard Cisco Services processes for the Service.

FLEX POINTS SUPPORT**Cisco Responsibilities**

- Cisco will provide PMO contact information to gain support for account management, Points Portal usage and access, Points redemption assistance.
- PMO will make a representative remotely available for quarterly business reviews to discuss feedback such as: (i) provide general business updates; (ii) review quality assurance issues; (iii) review Customer satisfaction issues; and (iv) review Service delivery progress.

Customer Responsibilities

- Customer will engage PMO for any needed Points support.
- Customer is responsible for managing its Points use, Points Portal Use and any review of Points reports. If Customer does not agree with the amount of Points reported in the Points Portal, Customer must promptly notify Cisco thirty (30) days prior to the last date upon which Customer may redeem such Points and include information reasonably necessary to confirm the number of Points that remain in the Customer’s account. Any failure to provide timely notice as set forth herein will be considered acceptance by Customer that the amount of Points reported in the Points Portal is accurate. There will be no adjustments made to any Points, including the Point Term, other to reflect the Points information as purchased.

GENERAL CUSTOMER RESPONSIBILITIES

- Customer is solely responsible for the actions of Customer’s Authorized Users. Cisco has no liability arising out of or related to Customer’s use of the Points Portal.
- Customer will provide relevant information as reasonably requested by Cisco that is up-to-date and valid for the Customer’s current environment. Customer acknowledges that Cisco will rely on such information to provide the Services.
- Customer acknowledges that the completion of Services is dependent upon Customer meeting its responsibilities as indicated herein and in the applicable Service Descriptions for the associated Service ordered using Points.
- Customer will ensure Customer’s personnel are available to participate during the course of the Services to provide information and to participate in scheduled information gathering sessions, interviews, meetings and conference calls.

GENERAL

No Retroactivity; Combinations: The purchase and use of Points does not modify the terms of any purchases of Cisco Products or Services, including without limitation, any purchases prior to the Effective Date. The pricing, discounts, and other incentives offered as part of the purchase of Points may not be combined with any other price reductions, additional discounts, promotional pricing, credits, trade-in, or other pricing programs or incentives Cisco offers during the Term. Cisco reserves the right to determine the Points and pricing for Advanced Services deliverables added to the Points Catalog.

End of Life Policies: Cisco reserves the right to end the Service life of any Service in the Points Catalog at any time. For more information, please refer to Cisco's End of Life Policy which may be found at: http://www.cisco.com/en/US/partner/products/products_end-of-life_policy.html. If a Service is listed as End of Sale, End of Life, or otherwise no longer available for sale by Cisco, then such Service is also no longer orderable using Points.

Incorporation by Reference: The [Glossary of Terms](#) and [List of Services Not Covered](#) and [Severity and Escalation Guidelines](#) posted at www.cisco.com/go/servicedescriptions/ are incorporated by reference into this Service Description.

If you purchased the Services directly from Cisco, your **Master Agreement** (as defined in the Glossary of Terms identified above) is also incorporated by reference. If there is a conflict between this Service Description and any of the documents listed above, this Service Description governs such conflict.

If you purchased the Services through a Cisco Authorized Reseller then your contract, if any, is between you and your Cisco Authorized Reseller. As such, this Service Description is for informational purposes only and is not a contract between you and Cisco. Your Cisco Authorized Reseller should provide you with a copy of this Service Description and related documents, or you can obtain a copy at www.cisco.com/go/servicedescriptions/.
