



## Service Description: Collaborative Professional Services - Unified Communications Call Manager Assessment Service

This document describes Unified Communications (“UC”) Call Manager Assessment Service available under the Collaborative Professional Services Program (“Program”).

**Direct Sale from Cisco to Authorized Channel.** If you have purchased these Services directly from Cisco, this document is incorporated into your Collaborative Professional Services Agreement (“Agreement”), Collaborative Professional Services – General Service Terms under the Cisco Services Partner Program, a services exhibit that addresses transaction advanced services (“AS-T”) or an equivalent agreement executed between you and Cisco which authorizes your participation in the Program. In the event of a conflict between this Service Description and your Agreement or equivalent services exhibit or agreement, this Service Description shall govern. For purposes of an AS-T exhibit executed between Cisco and Authorized Channel, this Service Description shall be deemed as a Statement of Work (“SOW”).

Cisco shall provide the Unified Communications Call Manager Assessment Service described below as selected and detailed on Purchase Order for which Cisco has been paid the appropriate fee. Cisco shall provide a Quote for Services (“Quote”) 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 agreed between the parties and that, additionally, acknowledges and agrees to the terms contained therein.

### Service Summary

The Unified Communications Call Manager Assessment Service provides findings and recommendations based on the data collected and analyzed from the source UC network.

### Unified Communication Call Manager Assessment Service

#### Cisco Responsibilities

Cisco shall provide the following Unified Communications Call Manager Assessment (“CUCM”) Service during Cisco’s normal business hours, unless stated otherwise:

- Cisco will perform a CUCM Assessment on Authorized Channel’s End User’s network. The assessment will include, amongst other things, the following:
  - Hardware/Software comparison to Cisco solution tested versions

- CUCM set and configuration
- Provide an electronic report (capable of downloading) identifying deviations from Cisco leading practice guidelines for configuration and design as well as Cisco recommendations.
- Cisco will provide collector software (“Data Collector Tool”) and user instructions to Authorized Channel to perform necessary collection task to enable the assessment by Cisco. Cisco will analyze the data once provided from the Authorized Channel, and provide output in documented form for Authorized Channel consumption.
- Cisco will assist Authorized Channel with support issues related to downloading the Data Collector Tool, configuring the software on Authorized Channel laptops, collecting data and interpreting the output.

#### Authorized Channel Responsibilities

- Authorized Channel will use the Data Collector Tool on their laptop computer, connect it to their End User’s UC network and follow the instructions provided by Cisco to collect the necessary data.
- Upon data collection, Authorized Channel will upload data to a location specified by Cisco.
- In order to use Data Collector Tool, Authorized Channel must receive authorization from End User to allow Authorized Channel to run, on one or more computers connected to End User’s network, the Data Collector Tool in order to collect, use and analyze End User configuration information, and to generate reports regarding End User’s network and equipment.

#### General Authorized Channel Responsibilities

- Authorized Channel shall ensure that, End User understands and agrees i.) that Authorized Channel is providing its own proprietary services together with the Cisco Services herein; and ii) that in connection with Authorized Channel’s performance of its own proprietary services, Authorized Channel must provide to Cisco certain End User information, documents and/or other technical data as required for Cisco’s subsequent use in connection with Cisco Services.

- Authorized Channel acknowledges that the completion of Service is dependent upon Authorized Channel meeting its responsibilities as indicated herein.
- Authorized Channel is solely responsible for all interactions and communications with End User and the provision of services and deliverables to End User.
- Authorized Channel shall obtain End User acknowledgement that completion of such Services is dependent upon Authorized Channel's use of Data Collector Tool and that End User must provide required information for the use of the Data Collector Tool to gain access to End User's network, make the End User's network available for installation of Data Collector Tool, provide secure installation behind the End User's firewall, provide access to all devices on the End User's network, make any required modifications (such as firewall rules and/or access-lists) required to enable Data Collector Tool to access all devices on End User's network
- Services provided by Cisco comprise technical advice, assistance and guidance only.
- Authorized Channel understands and acknowledges that the Data Collector Tool is only to be used by authorized personnel of the Authorized Channel.
- Authorized Channel acknowledges and agrees that Cisco shall retain full right, title and interest to the Data Collector Tool.
- Authorized Channel understands and acknowledges that the Data Collector Tool (and related software) are confidential to Cisco and its licensors. Authorized Channel will (a) hold the Data Collector Tool (and related software) in confidence, (b) not disclose the contents of the Data Collector Tool (and related software) to third parties, and (c) allow access to the Data Collector Tool (and related software) only by employees of Authorized Channel with a need to know for purposes of accessing or using the Data Collector Tool (and related software).
- Access to and use of the Data Collector Tool by Authorized Channel is subject to acceptance of the Cisco End User License Agreement.
- Authorized Channel agrees to return Data Collector Tool upon termination of the license or upon Cisco's request that the Data Collector Tool be returned to Cisco.

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#### Limitation

- **AUTHORIZED CHANNEL EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR THE DETERMINATION AND IMPLEMENTATION OF THEIR END USER'S NETWORK, DESIGN, BUSINESS, OR OTHER REQUIREMENTS. CISCO SHALL NOT BE RESPONSIBLE FOR THE FAILURE OF CISCO'S COLLABORATIVE PROFESSIONAL SERVICES, DELIVERABLES, REPORTS AND/OR RELATED SOFTWARE TO MEET END USER'S NETWORK, DESIGN, BUSINESS, OR OTHER REQUIREMENTS.**

#### Representation of Cisco Brand

- Authorized Channel agrees to comply with the Collaborative Services Branding guidelines located under "Resources" at <http://www.cisco.com/web/partners/services/programs/collaborative/index.html>, which is incorporated herein by reference.

#### Invoicing and Payment

- Fees for Services shall be invoiced in advance of delivery of Services and payment terms shall be net thirty (30) days from the date of invoice.

#### License of Deliverables

- Cisco grants to Authorized Channel a limited, revocable, non-exclusive, non-transferable license (a) to use, display, reproduce, modify, and distribute Deliverables; and (b)