



Service Description: Collaborative Professional Services - General Service Terms

This document describes the general service terms for the Collaborative Professional Services offerings within the Cisco Services Partner Program ("Program").

If you have purchased Collaborative Professional Services directly from Cisco under the Cisco Services Partner Program, this, this document is incorporated into your System Integrator Agreement, Indirect Channel Partner Agreement ("Agreement") or equivalent services exhibit or agreement executed between you and Cisco which authorizes your participation in the Program within the Territory. All capitalized terms not defined in the Supplemental Glossary of Terms for Collaborative Professional Services – General Service Terms at the end of this document have the meaning ascribed in the Agreement or equivalent services exhibit or agreement executed between you and Cisco. In the event of a conflict between this Service Description and your Agreement or equivalent services exhibit or agreement, this Service Description shall govern.

Collaborative Professional Services – General Service Terms

Service Summary

Support provided under a Collaborative Professional Services offering is intended for Integrator, meeting eligibility, who supports End Users under Integrator's own brand of service. This document sets forth the general responsibilities associated with each Collaborative Professional Services purchased from Cisco by Integrator. Under the Program, Cisco authorizes Integrator to purchase and/or license Collaborative Professional Services for its internal use in accordance with terms of the Program.

Cisco Responsibilities

- Under this offering, Cisco will make available i) the standardized Collaborative Professional Services listed at www.cisco.com/go/cspp and ii) customized SOW-based services for purchase by Integrator. Services are subject to the availability limitations specified in each Services Description and/or written price quotation provided by Cisco.

- For each Service purchased which includes the use of a Data Collector Tool, in addition to those specific obligations described in the applicable Services selected by Integrator, the following terms of use will apply:
 - Cisco will also make documentation regarding the Data Collector Tool usage available either through Cisco.com or by sending directly to Integrator;
 - Cisco will provide Report(s) based on information obtained through Integrator's use of Data Collector Tool. Unless otherwise specified in the applicable Service Description in which Data Collector Tool is utilized, Cisco will provide one Report per End User
- For SOW-based services, Cisco will present a SOW for the Services that will describe the Services as well as each party's obligations. Each SOW, once signed by both parties, will become a part of this Agreement.
- Cisco will provide access to a limited restricted beta version of the Cisco Service Delivery Platform ("SDP"). The SDP allows access to Integrator for service, and engagement information. In addition, SDP enables Integrator registration/set up, service offer catalog browsing, service offer delivery and collaboration with Cisco, including instant messaging and click-2-call functionality.

Integrator Responsibilities

- For each Service purchased which includes the use of a Data Collector Tool, in addition to the obligations described in each Service, Integrator shall comply with the following as applicable, for each Service purchased unless otherwise specified in the applicable Service Description:
 - Integrator shall perform any initial pre-sales activities.
 - Integrator will gather appropriate device names and IP addresses from End User that may be required to enable it to collect the device configurations that will be utilized by Cisco to provide Service.
 - Integrator shall download Data Collector Tools on its laptop or centralized server.

- Integrator shall connect Data Collector Tool onto End User's network. Integrator will send install base inventory information gathered through use of the Data Collector Tool on End User's network to Cisco to be compiled into reporting provided by Cisco under the Service purchased.
- Integrator is responsible for providing and obtaining all hardware and software, as specified by Cisco.
- Integrator understands and acknowledges that the Data Collector Tool is only to be used by authorized personnel of the Integrator.
- In order to use Data Collector Tool in applicable Services, Integrator must receive authorization from End User to allow Integrator 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.
- Integrator shall ensure that End User understands and agrees that i) Integrator is providing its own proprietary services together with the Services therein; and ii) in connection with Integrator's performance of its own proprietary services, Integrator must provide to Cisco certain End User information, documents, and/or other technical data for as required for Cisco's subsequent use in connection with Services.
- Before Integrator purchases certain Services, Integrator shall obtain End User acknowledgement that completion of such Services is dependent upon Integrator'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, and make any modifications (such as firewall rules and/or access-lists) required to enable Data Collector Tool to access all devices on End User's network.
- Integrator understands and acknowledges that the Data Collector Tool (and related software) is confidential to Cisco and its licensors. Integrator 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 Integrator with a need to know for purposes of accessing or using the Data Collector Tool (and related software).

offering, each SOW will become part of this Agreement by this reference when signed by Cisco and Integrator and shall include:

- A detailed description of Cisco's and Integrator's respective responsibilities;
- A description of the Deliverables to be delivered by Cisco to Integrator pursuant to this SOW;
- An estimated performance schedule including milestones, if applicable;
- Specific completion criteria that Cisco is required to meet to fulfill its obligations under the SOW;
- Pricing, payment terms and invoicing provisions;
- Identification of Cisco and Integrator contacts; and
- Issuance of valid Purchase Order.
- In addition to the fees stated in a SOW, Integrator shall reimburse Cisco for reasonable travel and out-of-pocket expenses actually incurred for on-site Services requested by Integrator. Cisco reserves the right to charge for travel time.
- A SOW may only be amended or modified by a written document signed by authorized representatives of Cisco and Integrator, in accordance with the change control procedures set forth therein

Supplemental Glossary of Terms for Collaborative Professional Services – General Service Terms

“**Collaborative Professional Services**” means either i) those service offers described within the Collaborative Professional Services section located at www.cisco.com/go/cspp or ii) those services as described in the SOW executed between the parties.

“**Data Collector Tool**” means the software which enables Authorized Channel to run, on one or more computers connected to a End User's network, the Data Collector Tool in order to collect, analyze and generate reports regarding End User Network Information.

“**End User Network Information**” means the information about End User's network that is collected, stored and analyzed in connection, and may include, without limitation, the following information: configurations (including running configurations and startup configurations), product identification numbers, serial numbers, host names, equipment locations, IP addresses, system contacts, equipment models, feature sets, software versions, hardware versions, installed memory, installed flash, boot versions, chassis series, exceptions to such information (e.g., duplicate host name, duplicate IP address, device running interim release image), slot IDs, card types, card families, firmware versions, and other network and inventory information as deemed appropriate by Cisco.

Statement of Work

- In the event a SOW is required for a custom engagement ordered under the Collaborative Professional Services

“Report(s)” means a report or reports generated by Cisco based on End User Network Information. The information contained in Reports may include part or all of the collected End User Network Information, product alert information and such other information as Cisco deems appropriate

“Service” means either one or more of the services options from within the Collaborative Professional Services described at www.cisco.com/go/cspp and selected by the Integrator in its Purchase Order or the services provided by Cisco under the SOW.

“Services Descriptions” means the detailed descriptions of the Services purchased by Integrator which are incorporated in the Agreement by reference.

“Statement of Work” or **“SOW”** means the documents agreed upon by the parties that defined the Services to be provided by Cisco to Integrator.