



## Custom Engineering Services Collaboration

This document describes the Custom Engineering Services Collaboration.

**Related Documents:** This document should be read in conjunction with the following documents also posted at <http://www.cisco.com/go/servicedescriptions/> : (1) Glossary of Terms; (2) List of Services Not Covered; and (3) Severity and Escalation Guidelines. All capitalized terms in this description have the meaning ascribed to them in the Glossary of Terms.

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Where available, Cisco shall provide the Custom Engineering Services Collaboration described below as selected and detailed on the 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.

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# 1. Services Summary & General Responsibilities

The Custom Engineering Services for Collaboration provide custom engineering solution support on Custom Application Software developed by Cisco for Customer.

## Assumptions

- All Services will be provided remotely from Cisco to Customer locations, unless otherwise agreed in writing by Cisco.
- All services will be provided in the English language unless otherwise agreed to by Customer and Cisco.

## Services Not Covered

The following are not supported under the Custom Engineering Services Collaboration:

- Any customization, upgrade, and/or porting of the Custom Application Software.
- Support of any changes made by Customer to the Custom Application Software.
- Support of Custom Application Software problems that are diagnosed by Cisco to be Enhancement requests or changes by Customer to the system configuration for which the Custom Application Software was developed. Resolution of the problems is viewed by Cisco as an Enhancement for which a separate statement of work between the parties is required.
- Any hardware or third party product that Customer may need to acquire that is related to this Service Description.
- Support or replacement of Custom Application Software that are altered, modified, mishandled, destroyed or damaged by natural causes or damaged due to a negligent or willful act or omission by Customer other than as specified in the applicable Cisco-supplied documentation.
- Services to resolve Product or Custom Application Software problems resulting from third party products or causes beyond Cisco's control or Customer's failure to perform its responsibilities under this Service Description.
- Any support, upgrade or maintenance for Product other than Custom Application Software as defined in this Service Description.
- Services for non-Cisco development tools or any non-Cisco software installed in the Product.
- Any hardware upgrade required to run new or updated Custom Application Software.
- Customer acknowledges that it is only entitled to receive support services against the Support Option for which it has paid a separate support fee. In the event additional Cases or Custom Applications are supported by Cisco beyond that which Customer has ordered, Cisco reserves the right to charge for support if Cisco determines that unauthorized support is being provided.
- Customer acknowledges that it is not entitled to support on Cisco products not covered under this Agreement. Support for Cisco products is covered under separate service maintenance agreements.
- Cisco shall not be required to perform any on-site support under this Service Description. If Cisco is requested to perform on-site diagnostic and remedial maintenance, except where mutually agreed, Customer shall reimburse Cisco for all labor and travel expenses at Cisco's then-current time and material rates.

## Supplemental Definitions

- **Bug Fix** means any modification or revision to the Custom Application Software, other than an Enhancement, that corrects an error or provides other incidental corrections.
- **Case** means a single support issue and the reasonable effort(s) needed to resolve it such as technical assistance provided by Cisco personnel to Customer regarding questions, clarifications, problems, Bug Fixes, status of Case and escalation of Case with respect to the Custom Application Software. A single support issue cannot be broken down into subordinate issues. If a Case consists of multiple issues, each subordinate issue shall be considered a separate Case. A Case may require multiple telephone calls and off-line research to achieve final resolution. Cisco has the right to close a Case if Cisco determines: a) the Case is not a problem but an Enhancement request; b) the Case is not a problem but an inherent feature of the product; or c) a workaround was provided for resolution.
- **Custom Application Software** means the custom software which was developed by Cisco for Customer under a separate agreement and is supported through Services provided herein.

- **Enhancement(s)** means a change, addition or new release, other than Bug Fix to the Custom Application Software that adds new functions or features, or improves functions or performance by changes to system design.
- **Services** means the Custom Application Software support provided herein.

## 2. AS Solution Support for Collaboration

### 2.1. Custom Engineering Services for Collaboration

#### 2.1.1. Collaboration Custom Application Support (OPT-SOLN-COL CES CAS)

The Collaboration Custom Application Support service provides support to diagnose a Custom Application Software outage and restore the application back to working order. The service covers break-fix work only and no upgrades or Enhancements are included. Software upgrades may be required to resolve an issue from time to time but upgrades are not covered as part of this service. Software upgrades can be purchased separately.

##### Cisco Responsibilities

- Provide 24-hour 7-day a week access for Customer to open a Case. Cisco will use reasonable commercial efforts to respond to Customer within one (1) hour for all Cases received during Standard Business Hours. For Cases received outside Cisco Standard Business Hours, Cisco will respond no later than the next business day. Cisco Standard Business Hours are 9:00 a.m. to 5:00 p.m., Eastern Standard Time, Monday through Friday, excluding Cisco-observed holidays.
- Provide support via Cisco.com, telephone, or electronic mail, as appropriate, during Cisco Standard Business Hours.
- Provide access to engineers familiar with the Custom Application Software, who will provide remote support and basic problem resolution services to Customer and respond to Customer's requests. Upon request, Cisco will access Customer's system remotely to analyze problems. Customer hereby authorizes such access. This is done with Customer's permission only, and Cisco personnel will access only those systems authorized by Customer. Cisco may provide Customer with Software to assist with problem diagnosis and/or resolution. Such Software is the property of Cisco and will be returned to Cisco promptly upon request.
- Provide an appropriate level of Customer access to Cisco.com
- Provide Customer a method for communication of additional Case information for Custom Application Software problems encountered by Customer.
- Supply the appropriate level of technical resources based on problem severity and elapsed time to assist Customer with problem resolution. If mutually agreed that Cisco on-site technical resources are required for resolution, Cisco will dispatch the necessary level of technical support to assist Customer; provided that Customer reimburses Cisco for all labor and travel expenses at Cisco's then-current time and material rates.
- Generate work-around solutions to reported Custom Application Software problems using reasonable commercial efforts or implement a patch to the Custom Application Software. For a Custom Application Software patch, Cisco will provide a Bug Fix to Customer for the Custom Application Software experiencing the problem and instructions on how to retrieve Bug Fixes. If the electronic medium does not work for the Customer, the Customer may request that the fixes be sent by next day delivery service or some other shipment medium.

##### Customer Responsibilities

- Ensures key stakeholders participation with business, engineering and operations personnel during kick off meetings, interviews, workshops and review of findings.
- Open a trouble case and provide reasonable problem description.
- Designate a single point of contact for all Cisco communication. This person has the authority to act on all aspects of the work being performed.
- Designate a backup contact when Customer contact is unavailable. This person has the authority to act on all aspects of the work being performed in absence of the primary contact.
- Customer shall provide, at no charge to Cisco, reasonable access to the Custom Application Software through a secure method such as Cisco VPN or WebEx session such that problems may be diagnosed and corrected remotely. Customer also agrees to make available to Cisco current system passwords as necessary to provide such remote diagnosis and support.
- Customer is responsible for any hardware required to perform fault isolation.
- Customer acknowledges that it is only entitled to receive Services on Custom Application Software for which it has paid the applicable support fee when purchasing Services for such Custom Application Software. Cisco reserves the right, upon

reasonable advance notice, to perform an audit of Customer's Custom Application Software and records to validate such 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.

- Customer will provide appropriately qualified staff to work with the Cisco's Custom Application Software engineers.
- Customer agrees to provide Cisco with sufficient information to attempt to resolve the issue. Customer shall provide such information as a brief description of the issue being reported, issue classification, date upon which the issue was first encountered, date the issue is being reported, manner in which the issue was isolated and reproduced, and, if available, provide the test program and/or logs that exhibits the issue.
- Customer will provide Cisco access to Customer owned software as needed to resolve Custom Application Software Cases reported by Customer.
- Customer may log, monitor, and update Cases electronically via Cisco.com.