



Service Description: SMARTnet Services

This document describes Cisco's SMARTnet Services.

Related Documents: This document should be read in conjunction with the following documents also posted at 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.

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

Sale via Cisco Authorized Reseller. If you have purchased these Services through a Cisco-Authorized Reseller, this document is for description purposes only; is not a contract between you and Cisco. The contract, if any, governing the provision of this Service will be the one between you and your Cisco Authorized Reseller. Your Cisco Authorized Reseller should provide this document to you, or you can obtain a copy of this and other Cisco service descriptions at www.cisco.com/go/servicedescriptions/. All capitalized terms not defined in the Supplemental Glossary of Terms for SMARTnet Services at the end of this document have the meaning ascribed in the Glossary of Terms at the above URL.

Cisco shall provide the SMARTnet Services described below as selected and detailed on the Purchase Order for which Cisco has been paid the appropriate fee.

Part I - Technical Support – Cisco Responsibilities

- Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist with Product use, configuration and troubleshooting issues and access to Cisco.com.
- Cisco will respond within one (1) hour for all calls received during Standard Business Hours and for Severity 1 and 2 calls received outside Standard Business Hours. For Severity 3 and 4 calls received outside Standard Business Hours, Cisco will respond no later than the next Business Day.
- Manage problems according to the [Cisco Severity and Escalation Guideline](#).

Part II - Online Access – Cisco Responsibilities

- Access to Cisco.com. This system provides Customer with helpful technical and general information on Cisco Products as well as access to Cisco's on-line Software Center library. Please note that access restrictions identified by Cisco from time to time may apply.

Part III - Operating System Software – Cisco Responsibilities

- Work-around solutions or patches to reported Software problems using reasonable commercial efforts. Cisco will either make a Software patch available from the Cisco Software Central (www.cisco.com/go/software) or ship a Maintenance Release to Customer for the Product experiencing the problem.
- Updates where available and where Customer requests these for supported Software.
- If a Feature Set Upgrade is licensed, Customer will be entitled to Updates (subject to anything to the contrary contained in this document or the Agreement) at the upgraded level for the licensed Hardware.
- Software releases and any supporting Documentation will be made available from the Cisco Software Central. Applicable supporting Documentation, if available, is limited to one copy per Software release. Customer can, however, purchase additional copies from Cisco.

Part IV - RMA – Cisco Responsibilities

- Advance Replacement services are subject to geographic and weight restrictions depending upon Customer's location. 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. Advance Replacement to and from the European Union will be shipped Delivered Duty Paid (DDP) (Incoterms 2010). All other Advance Replacement will be shipped Delivered At Place (DAP) (Incoterms 2010), exclusive of any import duties, taxes and fees, where applicable. All Advance Replacement will be shipped using Cisco's preferred carrier, freight prepaid by Cisco. Requests for alternate carriers will be at Customer's expense. Chassis and line card Advance Replacement Service must be at the same level of coverage.

- Cisco shall use commercially reasonable efforts to provide Customer with Hardware replacement services under this Part IV that Customer has selected and detailed below and where available:

SMARTnet 24x7x2:

- Advance Replacement on a Two-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.

SMARTnet 24x7x4:

- Advance Replacement parts on a Four-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.

SMARTnet 8x5x4:

- Advance Replacement 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 make a request after 1:00 p.m. Depot Time, Cisco will deliver the Advance Replacement the morning of the next Business Day.

SMARTnet 8x5xNext Business Day:

- Where Next Business Day delivery is available, an Advance Replacement 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 Advance Replacement the next Business Day.
- Where Next Business Day delivery is not available, same day shipping will be provided. Under same day shipping, Advance Replacement 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.

SMARTnet 8x7xNext Calendar Day:

- Only available on China Price List.
- Where SMARTnet 8x7xNext Calendar Day is available, an Advance Replacement will ship to arrive the next calendar 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 Advance Replacement the next calendar day.
- Where SMARTnet 8x7xNext Calendar Day delivery is not available, same day shipping will be provided. Under same day shipping, Advance Replacement will

ship from the serving depot location that same calendar 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 calendar day.

SMARTnet Non-RMA:

- In the event Customer elects to purchase this Service, Cisco will provide only technical support via TAC, access to Cisco.com and Software support for the Product and no Hardware replacement or onsite service will be performed.

SMARTnet Onsite 24x7x2:

- Two Hour Response for Remedial Hardware Maintenance, twenty-four (24) hours per day, seven (7) days per week, including Cisco observed holidays.

SMARTnet Onsite 24x7x4:

- Four Hour Response for Remedial Hardware Maintenance twenty-four (24) hours per day, seven (7) days per week including Cisco observed holidays.

SMARTnet Onsite 8x5x4:

- 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.

SMARTnet Onsite 8x5xNext Business Day:

- Next-business-day Remedial Hardware Maintenance, together with parts, labor and materials, by 5:00 p.m. Depot Time provided Cisco's determination that onsite 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

SMARTnet Spares Onsite:

- This service provides a Hardware spare delivered in advance to Customer's location for storage until used. This service is provided on a Next Business Day basis subject to product availability. Spares are shipped the same business day provided the request is made prior to 3:00 p.m. Depot Time. This service is not available in all regions.

SMARTnet Return for Repair:

- RFR services whereby Customer returns failed Hardware to Cisco for repair. Cisco will provide the following service as selected and purchased by the Customer: Not applicable for all Cisco Products.
- **Repair.** Failed Hardware is repaired or replaced/exchanged. All applicable engineering changes orders (ECO) are incorporated and the unit is fully tested to Cisco published specifications. Cosmetic repairs are performed in accordance with Cisco's or the Customer's defined cosmetic repair standard as mutually agreed upon, replacing any cracked, scratched or damaged covers as required. Additional charges may apply if Cisco determines the failed Hardware is beyond economic repair or no problem is found.
- Cisco will use commercially reasonable efforts to repair failed Hardware and ship repaired Hardware to Customer within thirty (30) days from receipt of failed Hardware by Cisco.
- On receipt of failed Hardware returned under an RMA number, a receipt notification e-mail or fax will be sent to Customer confirming receipt of failed Hardware and quantities received.

SMARTnet for UCS:

- Cisco's Unified Computing Systems ("UCS") products. Cisco TAC will work with Customers to diagnose problems or issues related to Product use and Third Party UCS Software integration questions. After Cisco employs reasonable efforts to isolate a Cisco Hardware or Software issue, in the event a product which is not included in the UCS Hardware and Software Interoperability Matrix on Cisco.com has been installed, Cisco may at its sole discretion, if it believes this component is the cause of the issue, request Customer to remove such component and replace it with a component which is included in the UCS Hardware and Software Interoperability Matrix prior to further troubleshooting. During the course of troubleshooting, if Cisco determines the problem resides with the Third Party UCS Product, then, upon request, Cisco will assist Customer in opening a case with Third Party UCS Supplier, subject to any support agreement in place between Customer and Third Party UCS Supplier
- To the extent it can, Cisco will assist Third Party UCS Supplier in its response and resolution of the Customer's case. If Customer elects to open a case directly with Third Party UCS Supplier, upon request, Cisco will provide relevant case information to Third Party UCS Supplier.

SMARTnet for UCS HW Only:

- For UCS products only and includes Onsite service levels only.
- Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist with RMA determination for purposes of Hardware replacement. Cisco will respond no later than next Business Day for any calls received. Cisco will work with Customer to diagnose problems or issues related to Product use. After Cisco employs reasonable efforts to isolate a Cisco Hardware or Software issue, and in the event a product which is not included in the UCS Hardware and Software Interoperability Matrix located on Cisco.com has been installed, Cisco may at its sole discretion, if it believes this component is the cause of the issue, request Customer to remove such component and replace it with a component which is included in the UCS Hardware and Software Interoperability Matrix prior to further troubleshooting.

SMARTnet for UCS - Drive Retention Service

- In the event Customer purchases this service, if, during the course of troubleshooting a Unified Computing System (UCS) problem, Cisco Technical Assistance Center (TAC) determines the problem resides with a UCS Drive, Cisco authorizes Customer to retain the defective drive provided that the Customer completes and returns to Cisco a Certificate of Destruction.

SMARTnet Local Language Technical Support

- Where available, and subject to an additional fee, local language support for calls on all assigned severity levels may be available for specific product(s).

SMARTnet for Post LDOS Products

- Provision of Services described herein is subject to approval by Cisco of Customer's request for extended support and such approval is conditioned upon Product type and configuration.
- Last Day of Support (LDoS) represents the date when Customers will no longer receive service and support for the Product. Applicable dates are identified in [End of Life bulletins](#).
- After this date, all support services for the Product are unavailable unless technical services for Post LDoS described in this document have been purchased.
- Cisco will provide only Hardware Replacement defined as network services impacting problems that have been identified by the Customer to Cisco TAC and subsequently qualified via Cisco's normal evaluation process. Hardware Replacement will be provided according to the following terms and conditions: 1) Cisco TAC will use commercially

reasonable efforts to work with the Customer to determine the locality of impact and to find a workaround for the problem. 2) If an alternative workaround is not possible during the term of support, then Cisco will make commercially reasonable efforts to provide a solution to remedy the problem. 3) If despite commercially reasonable efforts Cisco is unable to provide a Hardware Replacement, it may be necessary for the Customer to remove or upgrade the impacted Hardware to correct the problem.

- Cisco will provide only Critical Software Support defined as network services impacting bugs that have been identified by the Customer to Cisco TAC and subsequently qualified via Cisco's normal evaluation process. If despite commercially reasonable efforts to address the Critical Software Support, Cisco is unable to provide a Software based solution, it may be necessary for the Customer to remove or upgrade the impacted Software based systems to correct the problem.

Part V - Customer Responsibilities

The provision of the SMARTnet Service by Cisco assumes that Customer will:

- Provide a priority level as described in the [Cisco Severity and Escalation Guideline](#) for all the calls Customer places.
- Provide, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Cisco TAC engineer and systems passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Provide thirty (30) days' Notice to Cisco of any requested addition(s) to Customer's Equipment List.
- Notify Cisco, using Cisco.com, of Product on the Equipment List which Customer has moved to a new location within thirty (30) days of such relocation. Please be aware that the Services will be provided to Customer beginning thirty (30) days after receipt of Customer's notification. Cisco will also need Customer to notify Cisco of any modification to the Product and configuration including upgrades or changes to FRUs not in the original configuration within five (5) days of such modification. Note: Not applicable for Products supported under Return for Repair Service
- Provide current shipment contact information as follows: contact name, title, address, telephone number, e-mail address, and fax number.
- Provide valid and applicable serial numbers for all Product problems and issues reported to Cisco or where Customer is seeking information from Cisco in connection with Product use. Cisco may also require Customer to provide

additional information in the form of location of the Product, city location details and zip code information.

- When requested, provide Cisco with a list of all personnel that Customer has authorized to contact Cisco or access Cisco.com for Services and to download Software from Cisco.com or ordered via Cisco's PUT. Customer is responsible for reviewing the list on an annual basis and adding or removing personnel as necessary. Note: Not applicable for Products supported under Return for Repair Service.
- Use the latest release of Software, where Cisco advises Customer that this will correct a reported Software problem.
- Defective parts must be returned within ten (10) calendar days of the ship date of the replacement part(s). For defective parts that have not been returned within thirty (30) calendar days after shipment of the replacement parts, Cisco reserves the right to charge liquidated damages equivalent to the full list price of the parts not returned in accordance with Cisco's return materials authorization (RMA) procedure located at www.cisco.com.
- Customer is responsible for proper packaging of the returned parts and must include a description of the failure and the written specifications of any changes or alterations made.
- Packages for replacement in accordance with this subsection shall be shipped by customer Delivered at Place (DAP) (Incoterms 2010), including any applicable import duties, taxes and fees; however, customers under a current service maintenance contract for the replacement hardware or participating in Cisco's Trade In program may be able to schedule a pickup of authorized returns at no additional charge using Cisco's Product Online Web Returns (POWR) tool located at www.cisco.com.
- Defective parts that cannot be returned due to data security and are not covered under a UCS Drive Retention Service contract (as defined in Part IV of this document) may be eligible for destruction. Customer must receive prior written approval from Cisco using the authorized Asset Destruction Approval request form and agree to financial implications of destruction in accordance with Cisco's Statement of Policy Regarding the Removal of Data on Cisco Equipment located at: www.cisco.com/en/US/prod/policy_regarding_the_removal_of_data_on_cisco_equipment.pdf.
- Customer will provide a new Purchase Order prior to Cisco performance of any repairs for which Cisco is not obligated to support as defined under Services Not Covered.
- Customer should review receipt notification to confirm the failed Hardware and quantity of product received by Cisco.
- In the case of Return for Repair Service, failed Hardware must be received by Cisco within sixty (60) days of RMA

issuance and Customer is responsible for delivering at its expense, the failed Hardware to Cisco's facility safely packaged and undamaged.

- Customer agrees to assist Cisco in troubleshooting failed Hardware down to the FRU level prior to initiating the RMA procedure.
- Provide an appropriate work environment and reasonable access, working space including heat, light, ventilation, electric current and outlets, and local telephone extension (or toll free domestic and international access to Cisco) for the use of Cisco's service personnel in the Product's physical location.
- Back-up Software images and configurations on a regularly scheduled basis and provide those images and configurations to Cisco's onsite personnel in connection with Remedial Hardware Maintenance.
- Ensure all Products are installed below ten (10) feet. For Products installed above four (4) feet, provide ladders that reach the height of the Product.
- Provide Cisco with the name of a point of contact prior to delivery of equipment by Cisco's personnel.
- Provide TFTP (Telnet File Transfer Protocol) capabilities or internet access for the purpose of downloading Software images by Cisco's onsite personnel.
- Provide safety and security protection of Cisco's personnel or its subcontractors for your unmanned sites.

Where Customer has purchased the Services detailed under Part IV - Drive Retention Service:

- Destroy the defective UCS Drive at Customer's risk and expense and not return the defective drive to Cisco
- Provide Cisco with a Certificate of Destruction within thirty (30) days of receipt of the replacement Product; otherwise the replacement Product will be charged at the current List Price

Part VI - Supplemental Glossary of Terms

- **Certificate of Destruction** means the document, located at http://www.cisco.com/web/about/doing_business/legal/service_descriptions/docs/Drive_Retention_CoD.pdf, which shall be signed by an authorized representative of the Customer, certifying that UCS Drive has been destroyed.
- **Independent Software Vendor** means a supplier of Third Party Software.
- **Third Party UCS Product** means non-Cisco hardware or software Customer has acquired directly from Third Party UCS Supplier that is used within the Unified Computing solution.
- **Third Party UCS Software** means software developed by an Independent Software Vendor. This software may include both initial software releases and upgrades/updates developed after initial release by the Independent Software Vendor.
- **Third Party UCS Supplier** means a provider of Third Party UCS Product to Customer.
- **UCS Drive** means a disk drive from the Cisco Unified Computing System B series or UCS C series only.