



Cisco SP Base

Service Description

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1. Overview

1.1 SP Base

This document describes Cisco's SP Base Device Level Support and Smart Capabilities

- TAC
- RMA (Optional)
- Software Download (Including Collection Software and Technical Support (TS) Smart Applications where available)
- Cisco.com (including Smart Enabled Portal where available)

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

1.2 Cisco Branded Service

SP Base is a Cisco Branded Service.

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

2. Cisco Responsibilities

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

2.1 Technical Support

Cisco Technical Assistance Center (TAC) access

- 24 hours per day and 7 days per week
- Assist with Product use, configuration, and troubleshooting issues.

- Cisco will respond within thirty (30) minutes for Severity 1 and Severity 2 and within one (1) hour for Severity 3 and Severity 4 calls received during Standard Business Hours. For Severity 1 and 2 calls received outside Standard Business Hours, Cisco will respond within one (1) hour and 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:
http://www.cisco.com/web/about/doing_business/legal/service_descriptions/docs/Cisco_Severity_and_Escalation_Guidelines.pdf

Smart Portal access, TS Smart Applications and Collection Software is provided on a self-support basis where available:

- Cisco will enable Customer access to the Smart Portal and make available TS Smart Applications and Cisco-owned Collection Software for download and use by Customer.
- No Smart TAC Support will be provided as part of the foundation deliverables of this Service. Customers can self-support themselves by accessing the Cisco's Support Community forum and/or online training content made available at www.cisco.com.
- Direct Smart TAC. Customers needing direct Smart TAC support for any of the Smart Portal or Collection software can purchase such support under a separate maintenance service contract.

2.2 Online Access

Access to Cisco.com.

- This provides Customers 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.
- Smart Portal (where available).
- This is a web-based user interface to access SP Base reports, compiled through use of Smart capabilities.

2.3 Software Download

Operating System

- 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.

2.4 Return to Factory Service (RTF) Options.

Where available, Cisco shall provide the following optional Hardware replacement service as selected and detailed on the Purchase Order for which Cisco has been paid the appropriate fee.

- Cisco will provide Return to Factory service whereby Customer returns failed Hardware to Cisco for replacement. Cisco will use commercially reasonable efforts to ship the replacement Hardware within ten (10) business days after receipt from Customer.
- Please note that destination country importation, compliance with US export controls and customs processes may condition actual delivery times. RTF options to and from the European Union will be shipped Delivered Duty Paid (DDP) (Incoterms 2010). All other RTF will be shipped Delivered At Place (DAP) (Incoterms 2010), exclusive of any import duties, taxes and fees, where applicable. All RTF options will be shipped using Cisco's preferred carrier, freight prepaid by Cisco. Requests for alternate carriers will be at Customer's expense.
- Cisco shall use commercially reasonable efforts to provide Customer with Hardware replacement services where available.

RTF Service Levels

RTF Service Level	Description
SPRTF	Replacement Hardware within 10 business days.

2.5 Returns Material Authorization (RMA) Option.

Cisco shall provide the following optional Advance Replacement and Onsite Services as selected and detailed on the Purchase Order for which Cisco has been paid the appropriate fee. Advance Replacement and Onsite 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 where available 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 where available.

RMA Service Levels:

RMA Service Level	Description
24x7x2	Advance Replacement on a Two-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.
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.
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.
Same Day Ship/Next Business Day	An Advance Replacement will ship the same day to arrive the next Business Day provided both the call and Cisco's diagnosis and determination of the failed Hardware have been made before 3:00 p.m., Depot Time. For requests after 3:00 p.m., Depot Time, the Advance Replacement will ship 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
Return for Repair	Not applicable for all Cisco Products. Customer returns failed Hardware to Cisco for 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.
RMA Service Level Includes Onsite Support	Description
<ul style="list-style-type: none"> Onsite Support 24x7x2 	<ul style="list-style-type: none"> Two Hour Response for Remedial Hardware Maintenance, twenty-four (24) hours per day, seven (7) days per week, including Cisco observed holidays.
<ul style="list-style-type: none"> Onsite Support 24x7x4 	<ul style="list-style-type: none"> Four Hour Response for Remedial Hardware Maintenance twenty-four (24) hours per day, seven (7) days per week including Cisco observed holidays.

3. Customer Responsibilities

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
- In the case of Return to Factory 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.
- 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 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.
- 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.

Smart Portal and Software Collection (where available)

- By installing the Collector Software, the Customer acknowledges understand and agrees that Customer Network Information will be transmitted and used to generate reports regarding Customer's network and equipment.
- Upon installation on Customer's network, Collector Software will immediately begin communicating to a Cisco server via secure encryption to enable Cisco to discover information about the Products within Customer's network and such collections will continue until such time as the Collector Software has been uninstalled or collection features disabled. Upon termination of the Service or in the event the Collector Software has been uninstalled prior to termination of the Service, Customer must return Collector Software to Cisco.
- Customer can elect to disable collection features of Collector Software or uninstall Collector Software at any time. By performing these actions, Customer understands that Cisco will be unable to provide certain elements of the Service and Cisco will not be responsible for performance of any obligations associated with Collector Software and the resulting level of service delivery will result in Customer primarily receiving Technical Support with limited or no Smart capabilities under the Service.
- Customer has the ability destroy any such Customer Network Information collected by Cisco and shown in the Portal at any time upon request otherwise Cisco will continue to protect the Customer Network Information consistent with terms of the Agreement between the parties and Cisco's data retention policy.
- Customer must provide the Collector Hardware, including the embedded operating system or Hypervisor, for performance of Services described herein.

- Customer is responsible for providing and obtaining all hardware, as specified by Cisco, necessary to support the Collector Software and collection process.
- Customer acknowledges that Cisco will only support generally available Products and Software releases/versions unless otherwise mutually agreed.
- Customer will permit the Collector Software to access all Customer network devices managed by the inventory collection process. Customer will provide data communication access for use by the Collector Software to transmit inventory data to Cisco and support of the Collector Software from a remote Cisco location.
- Customer will provide the Collector Software with Simple Network Management Protocol and OS-level Command Line Interface (CLI) access to all Cisco Product(s) covered under the Service.
- Customer will ensure that the Portal access is restricted to those Customer employee(s) or authorized contractor(s) who have a bona fide need to access the Portal and/or a need to know the contents of the output of the Collector Software.
- Perform an initial set-up:
 - 1) install the Collector Hardware in a secure area with limited physical access
 - 2) connect the Collector Hardware to the network
 - 3) secure Collector Hardware behind Customer's corporate firewall

4. Supplemental Glossary of Terms

4.1 Terms/Definitions

Term	Definition
Collector Hardware	Means a Customer-provided server which runs a Virtual Machine environment that in turn hosts Collector Software for the purposes of collecting information relating to installed Cisco device configuration and inventory.
Collector Software or Collection Software	Means a network profiling software tool, which runs on the Collector Hardware, used for the purposes of collecting information relating to installed Cisco device configuration and inventory.
Customer Network Information	Means the information about Customer's network that is collected, stored and analyzed in connection with the Service 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 addressed, system contracts, 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.
Hypervisor	Means a software program that manages multiple operating systems, or multiple instances of the same operating system, on a single computer system
Service Event	Means a Customer contact with Cisco resulting in the creation of a service request triggering the Response Time and RMA Arrival SLA.
Service Level Agreement (SLA)	Means a standardized service contract where performance thresholds supporting particular aspects of the service are defined and agreed between Customer and Cisco to be periodically measured and reported.
Smart	Means the utilization of automated software-enabled capabilities that collect network diagnostic data, analyzed and compared with Cisco's deep knowledge base to provide actionable insight.
Smart Enabled Portal or Portal	A web-based user interface to access SP Base reports.
TS Smart Applications	Means mobile applications for a phone or tablet that enables user to manage service contracts, amongst other features and can be downloaded through iTunes or Google Play. Application requirements and further information regarding the TS Smart Applications can be found at http://www.cisco.com/web/about/facts_info/apps/technicalsupport.html .