



## SERVICE FEATURE DESCRIPTION OF SMART CALL HOME

This document describes Cisco's Smart Call Home service feature, and the terms and conditions under which you ("you" or "Customer") may use and access Smart Call Home (or permit an Authorized Channel to use and access Smart Call Home on your behalf, as applicable) to (1) obtain detailed information about your Cisco equipment and network and related technical issues, and (2) proactively open service requests in an automated manner on your behalf regarding such technical issues.

**Direct Access from Cisco.** If you have obtained access to Smart Call Home directly from Cisco, this document is incorporated into your Master Services Agreement ("MSA") or other applicable written agreement related to Cisco's provision of services to you. All capitalized terms not defined in the Supplemental Glossary of Terms at the end of this document have the meanings ascribed in the MSA or other applicable written agreement. If not already covered in your MSA or other applicable written agreement, the following documents posted at <http://www.cisco.com/go/servicedescriptions> also apply to Smart Call Home: (a) Glossary of Terms, (b) List of Services Not Covered, and (c) Severity and Escalation Guidelines.

**Access via Cisco-Authorized Channel.** If you have obtained access to, or are permitting or participating in the use of, Smart Call Home through a Cisco-Authorized Channel, this document is for description purposes only; it is not a contract and does not create any rights or obligations for you or Cisco. The contract, if any, governing the provision of, or your participation in the use by an Authorized Channel of, Smart Call Home will be the one between you and your Cisco Authorized Channel. Your Cisco Authorized Channel should provide this document to you; or you can obtain a copy of these General Terms and Conditions at <http://www.cisco.com/go/servicedescriptions>. All capitalized terms not defined in the Supplemental Glossary of Terms at the end of this document have the meanings ascribed in the Glossary of Terms posted at the above URL.

The following documents posted at the above URL also apply to Smart Call Home: (a) List of Services Not Covered, and (b) Severity and Escalation Guidelines.

### **Summary of Smart Call Home.**

- Smart Call Home is a service feature that enables Cisco to review and proactively act upon Call Home Messages and Customer Network Information received by or made available to Cisco, for the purpose of helping Customers reduce the time required to resolve network issues and generally improve Customer network availability.
- Cisco receives Call Home Messages and Customer Network Information through devices in Customer's network configured for Smart Call Home. Only certain Cisco devices (beginning with Catalyst 6500 switches) currently support Smart Call Home capability.
- Call Home Messages are generated as a result of a variety of triggers, failures or alarm situations that could occur in Customer's network, including Syslog messages, environmental alerts and Generic Online Diagnostics (GOLD) failures.
- Upon receipt of Call Home Messages from Customer devices, Smart Call Home processes the information, raises service requests for certain situations in an automated manner without Customer involvement and, where sufficient information exists, provides recommendations to Customers on remedial steps. Customers can also view information about their network devices through Smart Call Home Reports at Cisco.com.

- During Customer's configuration of an applicable Cisco device, Customer may select a preferred method for sending Call Home Messages to Cisco, including through unsecured email, https, or Cisco's Transport Gateway. Unless otherwise specified by Cisco, (a) Smart Call Home Reports will be made available through Cisco's Smart Call Home web application, (b) all communications between the Smart Call Home web application and the customer will be communicated via https, and (c) notifications from Cisco to Customer will be communicated via email.
- Smart Call Home does not provide information or open service requests for matters relating to the privacy or security of Customer's network.

### **Cisco Responsibilities and Agreements**

- Cisco will store and analyze Call Home Messages and other Customer Network Information collected in connection with Smart Call Home. Based on such information, Cisco will use commercially reasonable efforts to (1) generate and make available to Customer, via Cisco.com, Smart Call Home Reports from time to time, and (2) raise service requests with Cisco's Technical Assistance Center ("TAC") related to Cisco-specified technical situations, in a proactive manner without Customer involvement and, where sufficient information exists, provide recommendations to Customer on steps to resolve technical issues.
- Cisco will provide technical support as Cisco may deem necessary for Customer to properly install and operate Smart Call Home. Cisco will also make documentation regarding Smart Call Home available through Cisco.com.
- Cisco may use and store Customer Network Information at Cisco's discretion for commercial and business purposes.

### **Customer Responsibilities and Agreements**

- Customer authorizes Cisco (and/or an Authorized Channel, as applicable) to run, on one or more devices or computers connected to Customer's network, Smart Call Home in order to collect, use and analyze Call Home Messages and Customer Network

Information, and to generate reports regarding Customer's network and equipment.

- Customer is responsible for providing and obtaining all hardware and software, as specified by Cisco, necessary to support Smart Call Home.
- Customer will protect and keep confidential the passwords and other mechanisms provided by Cisco for access to Smart Call Home; and Customer will not re-host, link, frame or permit any linking or other electronic connection to Smart Call Home through Customer's web site or otherwise.
- Customer will promptly provide to Cisco any additional information that may be required by Cisco to enable it to generate Smart Call Home Reports and raise applicable service requests.
- Customer agrees that Cisco may use Customer Network Information to generate Smart Call Home Reports and for other business purposes as Cisco deems appropriate. Among other things, Cisco may use Customer Network Information (1) to determine if equipment is covered by Cisco support service agreements, (2) to help Cisco understand Customer's network configuration, and product and development needs, and (3) to raise automated service requests and otherwise provide proactive support services to Customer through Cisco's TAC.
- Cisco does not represent, warrant or covenant that Smart Call Home will (1) identify any specific technical issue in any Cisco device or other part of Customer's network, (2) generate a service request in any particular situation, or (3) raise a service request at any particular severity or priority level; and Customer waives any claim related to the identification of, or failure to identify, any issue or problem in any Customer network or device by Smart Call Home. Further, Cisco does not represent, warrant or covenant that TAC will respond to any service request raised by Smart Call Home in any particular time period.

**Termination.** Cisco may in its discretion at any time discontinue Smart Call Home and/or terminate Customer's access to Smart Call Home and/or Smart Call Home Reports. Customer may at any time in its discretion elect

to stop receiving Smart Call Home Reports and prevent its devices from sending Call Home Messages and Customer Network Information to Cisco.

**License.**

Subject to the terms and conditions herein, Cisco grants to Customer a limited, revocable, non-exclusive, non-transferable license, in object code form only, to Access Smart Call Home and related Documentation.

All title, rights and interest in and to Smart Call Home and Documentation, including any intellectual property rights contained or embodied therein, are and shall remain the exclusive property of Cisco. Customer agrees not to decompile, disassemble or reverse engineer any software contained in or otherwise associated with Smart Call Home (except as may be authorized by applicable law notwithstanding this restriction), or make copies of the Documentation other than as permitted by Cisco herein. To the extent required by law, and at Customer's written request, Cisco will provide Customer with the interface information needed to achieve interoperability between the software related to Smart Call Home and another independently created program, on payment of Cisco's applicable fee, if any. Customer will observe strict obligations of confidentiality with respect to such information and will use such information in compliance with any applicable terms and conditions upon which Cisco makes such information available.

Access to the Transport Gateway software in connection with Smart Call Home by Customer (or an Authorized Channel, as applicable) is subject to your acceptance of the End User License Agreement (attached as Appendix A and incorporated into these General Terms and Conditions). Customer in its discretion may elect not to use the Transport Gateway software in connection with Smart Call Home; in such event, such End User License Agreement does not apply.

**Confidential Information.**

Cisco and Customer acknowledge that, in connection with access to or use of Smart Call Home by Customer or an Authorized Channel, Cisco (and the Authorized Channel, as applicable) may obtain information relating to you and your network, which is of a confidential

and proprietary nature ("Confidential Information"). Cisco will at all times keep in trust and confidence all such Confidential Information, and will use such Confidential Information only for Cisco's business purposes, or otherwise as authorized by you; and Cisco will not disclose such Confidential Information to third parties without your prior written consent. Notwithstanding the foregoing, Cisco may disclose your Confidential Information to its contractors, agents, representatives and affiliates who are under appropriate confidentiality obligations and who have a business need to access such information for Cisco's business purposes. The obligations of confidentiality shall not apply to information which (a) has entered the public domain except where such entry is the result of the receiving party's breach of this authorization; (b) prior to disclosure hereunder was already rightfully in the receiving party's possession; (c) subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information to the receiving party.

Smart Call Home (and all related software and Smart Call Home Reports) are confidential and proprietary to Cisco and its licensors. Customer will (a) hold Smart Call Home (and related software and Smart Call Home Reports) in confidence, (b) not disclose the contents of Smart Call Home (and related software and Smart Call Home Reports) to third parties, (c) allow access to Smart Call Home (and related software and Smart Call Home Reports) only by employees and representatives of Customer with a need to know for purposes of Accessing Smart Call Home (and related software and Smart Call Home Reports), and (d) use and Access Smart Call Home only for Customer's internal business purposes.

**Limitation of Liability; Disclaimers; Warranties.**

USE OF AND ACCESS TO SMART CALL HOME AND ALL REPORTS, DOCUMENTATION AND OTHER INFORMATION PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. THE INFORMATION PROVIDED AND SERVICE REQUESTS RAISED IN CONNECTION WITH SMART CALL HOME ARE NOT REPRESENTED TO BE COMPLETE OR

ACCURATE; AND CISCO DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES (EXPRESS OR IMPLIED) RELATING TO SMART CALL HOME AND ALL REPORTS, DOCUMENTATION, SERVICE REQUESTS AND OTHER INFORMATION GENERATED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

OTHERWISE, AND WHETHER OR NOT CISCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

*[Attachments Follow]*

CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR THE DETERMINATION AND IMPLEMENTATION OF ITS NETWORK, DESIGN, BUSINESS, OR OTHER REQUIREMENTS. CISCO SHALL NOT BE RESPONSIBLE FOR THE FAILURE OF SMART CALL HOME, SMART CALL HOME REPORTS AND/OR RELATED SOFTWARE TO MEET CUSTOMER'S NETWORK, DESIGN, BUSINESS, OR OTHER REQUIREMENTS. IN NO EVENT SHALL CISCO BE LIABLE FOR (A) THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN ANY SMART CALL HOME REPORT OR OTHER INFORMATION PROVIDED IN CONNECTION WITH SMART CALL HOME, OR (B) THE IDENTIFICATION OR FAILURE TO IDENTIFY ANY TECHNICAL OR OTHER NETWORK ISSUE BY SMART CALL HOME.

IN NO EVENT SHALL CISCO'S TOTAL LIABILITY TO CUSTOMER IN CONNECTION WITH, ARISING OUT OF OR RELATING TO ACCESS OR USE OF SMART CALL HOME, AND ANY REPORTS OR OTHER INFORMATION GENERATED IN CONNECTION THEREWITH, EXCEED FIVE THOUSAND DOLLARS (US\$5,000.00).

CISCO SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH, ARISING OUT OF OR RELATING TO THE USE OF SMART CALL HOME AND ALL REPORTS, DOCUMENTATION AND OTHER INFORMATION GENERATED IN CONNECTION THEREWITH, OR FOR THE LOSS OF DATA, INFORMATION OF ANY KIND, BUSINESS, PROFITS, OR OTHER COMMERCIAL LOSS, HOWEVER CAUSED, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR

## Supplemental Glossary of Terms for Cisco Smart Call Home

**"Access"** means access by Customer to Smart Call Home for the purpose of reviewing and acting upon Smart Call Home Reports solely for Customer's internal use. Access will be granted only after Customer's appropriate registration of the applicable device with Cisco.

**"Call Home Message"** means messages and other communications (incorporating certain Customer Network Information) regarding the status of, or potential technical issues in, a Customer's network or device that are proactively generated by Cisco devices in the network and automatically sent to Customer (and Cisco, as applicable). Among other things, Call Home Messages may include inventory, configuration, diagnostic, environmental and Syslog information.

**"Customer Network Information"** means the information about Customer's network and devices that is collected through Call Home Messages, and stored and analyzed in connection with Smart Call Home, 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.

**"Smart Call Home"** means Cisco's Smart Call Home service feature as described herein, which enables Cisco to (1) receive automated messages about the status and potential technical issues in a Customer's network or device, through email, https or Cisco's Transport Gateway, as described herein, (2) collect, analyze and provide reports or notices regarding Customer Network Information, and (3) automatically open service requests on Customer's behalf, or send notices, regarding technical issues.

**"Smart Call Home Report"** means a report or other information provided in connection with Smart Call Home, based on Call Home Messages and Customer Network Information, as made available by Cisco to Customer on the Smart Call Home web pages at Cisco.com. The information contained in Smart Call Home Reports may include part or all of the collected Customer Network Information, the Call Home Messages received by Cisco, product alert information and such other information as Cisco deems appropriate.

**"Transport Gateway"** means Cisco's communications software intended for the purpose of transporting Call Home Messages from a Cisco device in Customer's network to Cisco's Smart Call Home system via https. The Transport Gateway software resides in Customer's network on a Customer-provided computer, and retrieves Call Home Messages sent by Call Home client devices to a mailbox on a POP3 or IMAP Mail Server (which are not part of the Transport Gateway). Each Call Home Message sent through the Transport Gateway to the Smart Call Home system is authenticated using a unique ID and password that are generated during Customer's registration of the Transport Gateway with Cisco. The system generates a new password if the current password is thirty (30) days or older; and Customers can choose to reset their passwords at any time.

**APPENDIX A**  
**TO**  
**SERVICE FEATURE DESCRIPTION OF SMART CALL HOME**

**End User License Agreement**

**IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. DOWNLOADING, INSTALLING OR USING CISCO OR CISCO-SUPPLIED SOFTWARE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.**

CISCO IS WILLING TO LICENSE THE TRANSPORT GATEWAY SOFTWARE ("SOFTWARE") TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS LICENSE AGREEMENT. BY DOWNLOADING OR INSTALLING THE SOFTWARE, OR USING THE EQUIPMENT THAT CONTAINS THIS SOFTWARE, YOU ARE BINDING YOURSELF AND THE BUSINESS ENTITY THAT YOU REPRESENT (COLLECTIVELY, "CUSTOMER") TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE FOR A FULL REFUND, OR, IF THE SOFTWARE IS SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES THIRTY (30) DAYS AFTER PURCHASE FROM CISCO OR AN AUTHORIZED CISCO RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER PURCHASER.

*The following terms of this End User License Agreement ("Agreement") govern Customer's access and use of the Software, except to the extent (a) there is a separate signed agreement between Customer and Cisco governing Customer's use of the Software, or (b) the Software includes a separate "click-accept" license agreement as part of the installation and/or download process. To the extent of a conflict between the provisions of the foregoing documents, the order of precedence shall be (1) the signed agreement, (2) the click-accept agreement, and (3) this End User License Agreement.*

*You represent and warrant that you are over 18 years of age, and (if applicable) that you are authorized to accept this agreement on behalf of the organization or entity you represent. This Agreement applies to updates, supplements, add-on components, and Internet-based services components of the Software that Cisco may provide or make available to Customer unless Cisco provides other terms with the update, supplement, add-on component, or Internet-based services component.*

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Unless otherwise expressly provided in the Documentation, Customer shall use the Software solely as embedded in, for execution on, or (where the applicable documentation permits installation on non-Cisco equipment) for communication with Cisco equipment owned or leased by Customer and used for Customer's internal business purposes.

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- reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction;
- use or permit the Software to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of Cisco; or
- disclose, provide, or otherwise make available trade secrets contained within the Software and Documentation in any form to any third party without the prior written consent of Cisco. Customer shall implement reasonable security measures to protect such trade secrets.

To the extent required by law, and at Customer's written request, Cisco shall provide Customer with the interface information needed to achieve interoperability between the Software and another independently created program, on payment of Cisco's applicable fee, if any. Customer shall observe strict obligations of confidentiality with respect to such information and shall use such information in compliance with any applicable terms and conditions upon which Cisco makes such information available.

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**Term and Termination.** This Agreement and the license granted herein shall remain effective until terminated. Customer may terminate this Agreement and the license at any time by destroying all copies of Software and any Documentation. Customer's rights under this Agreement will terminate immediately without notice from Cisco if Customer fails to comply with any provision of this Agreement. Upon termination, Customer shall destroy all copies of Software and Documentation in its possession or control. All confidentiality obligations of Customer and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement. In addition, the provisions of the sections titled "U.S. Government End User Purchasers" and "General Terms Applicable to the Limited Warranty Statement and End User License" shall survive termination of this Agreement.

**Customer Records.** Customer grants to Cisco and its independent accountants the right to examine Customer's books, records and accounts during Customer's normal business hours to verify compliance with this Agreement. In the event such audit discloses non-compliance with this Agreement, Customer shall promptly pay to Cisco the appropriate license fees, plus the reasonable cost of conducting the audit.

**Export.** Software and Documentation, including technical data, may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import Software and Documentation.

**U.S. Government End User Purchasers.** The Software and Documentation qualify as "commercial items," as that term is defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this End User License Agreement may be incorporated, Customer may provide to Government end user or, if this Agreement is direct, Government end user will acquire, the Software and Documentation with only those rights set forth in this End User License Agreement. Use of either the Software or Documentation or both constitutes agreement by the Government that the Software and Documentation are "commercial computer software" and "commercial computer software documentation," and constitutes acceptance of the rights and restrictions herein.

#### **General Terms Applicable to the Limited Warranty Statement and End User License Agreement**

##### **Limited Warranty**

Subject to the limitations and conditions set forth herein, Cisco warrants that commencing from the date of shipment to Customer (but in case of resale by an authorized Cisco reseller, commencing not more than ninety (90) days after original shipment by Cisco), and continuing for a period of the longer of (a) ninety (90) days or (b) the warranty period (if any) expressly set forth as applicable specifically to software in the warranty card accompanying the product of which the Software is a part (the "Product") (if any): (a) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (b) the Software substantially conforms to the Documentation. The date of shipment of a Product by Cisco is set forth on the packaging material in which the Product is shipped. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to the Customer who is the original licensee. Customer's sole and exclusive remedy and the entire liability of Cisco and its suppliers and licensors under this limited warranty will be (i) replacement of defective media and/or (ii) at Cisco's option, repair, replacement, or refund of the purchase price of the Software, in both cases subject to the condition that any error or defect constituting a breach of this limited warranty is reported to Cisco or the party supplying the Software to Customer, if different than Cisco, within the warranty period. Cisco or the party supplying the Software to Customer may, at its option, require return of the Software as a condition to the remedy. In no event does Cisco warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Cisco does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

**Restrictions.** This warranty does not apply if the Software, Product or any other equipment upon which the Software is authorized to be used (a) has been altered, except by Cisco or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Cisco, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (d) is licensed, for beta, evaluation, testing or demonstration purposes for which Cisco does not charge a purchase price or license fee.



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**DISCLAIMER OF LIABILITIES.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CISCO OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE OR OTHERWISE, AND EVEN IF CISCO OR ITS SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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***General Terms.*** The validity, interpretation, and performance of this Warranty and End User License shall be controlled by and construed under the laws of the State of California, United States of America,

as if performed wholly within the state and without giving effect to the principles of conflict of laws, and the State and federal courts of California shall have jurisdiction over any claim arising under this Agreement. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods. Notwithstanding the foregoing, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights. If any portion hereof is found to be void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect. Except as expressly provided herein, this Agreement constitutes the entire agreement between the parties with respect to the license of the Software and Documentation and supersedes any conflicting or additional terms contained in any purchase order or elsewhere, all of which terms are excluded. This Agreement has been written in the English language, and the parties agree that the English version will govern.

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