

## Services Guide

During the Services Term, You will receive Services in accordance with the relevant Service Description or SOW, this Services Guide, applicable Services policies, and Your Services Agreement.

To help us make the Services successful, we need You, Your teams, facilities, and equipment to be ready, available, and responsive; if not, we may be prevented from or delayed in performing the Services or delivering the expected outcomes and You will be responsible for any costs we incur.

### 1. General

#### 1.1. Customer Responsibilities:

You are responsible for use of and access to the Services, Software, and any Cisco hosted portals or tools by Your identified agents, Approved Sources, and personnel.

You are responsible for Your own information security and data privacy. Please backup and protect Your data against loss, damage, theft, or destruction.

You are responsible for the determination of Your Network design, business, regulatory compliance, security, privacy, and other requirements, including whether to follow guidance or recommendations provided as part of the Services.

You will:

- (a) identify a lead contact to address any issues identified during the Services Term;
- (b) have the appropriate people at any meetings, workshops and interviews who can respond to issues identified and who can access the Services and download Software on Your behalf, if required;
- (c) provide prompt and accurate responses (e.g. within 2 Business Days) to information requests, such as Services entitlement and install base/license data, relevant updates or changes planned to Your Network;
- (d) ensure Your facilities are available and ready for delivery of the Services, including by providing authorizations, necessary and safe access to equipment, and connectivity, and any necessary change/maintenance window(s);
- (e) manage any dependencies with Your other equipment or software, and/or with any third parties;
- (f) take the necessary steps to protect Your Network when deploying recommended software updates or making configuration changes;
- (g) ensure Cisco representatives are not treated as Your own employees;
- (h) use any Hardware, Software or other materials (e.g., Data Collection Tools) that Cisco provides You according to their applicable license terms during the Services Term, allow Cisco reasonable access to replace or update them, and return them to Cisco (or fully delete them, as Cisco directs) at the end of the Services Term or when requested;
- (i) assign a proposed Severity Level for issues reported to us according to the [Severity and Escalation Guidelines](#);
- (j) assist in troubleshooting Hardware prior to initiating an RMA request;
- (k) use the latest release of Cisco or third-party software, if we advise You that it will address a reported Software problem; and
- (l) ensure the security of your chosen delivery methods for the transmission of Deliverables to You, the use of which shall be at Your own risk.

#### 1.2. Cisco Responsibilities:

Cisco will:

- (a) identify a lead contact and relevant personnel, at Cisco's discretion, as needed during the Services Term;
- (b) perform Services remotely during Standard Business Hours unless otherwise stated in a Service Description or SOW;
- (c) provide requirements to You to prepare for and perform the Services;
- (d) provide the Services and Documentation in English and other selected languages at Cisco's discretion using Cisco's designated delivery tools and methods; and
- (e) access, protect, process, and use data in connection with Your use of the Services in accordance with the materials on Cisco's [Trust Center](#).

## 2. Professional Services

### 2.1. Contract Change Control Procedures (typically referred to as Change Management Procedures):

- (a) The party requesting a change to the SOW will deliver a written contract change request ("**Change Request**") to the other party describing the nature of the proposed change(s).
- (b) If both parties agree to the change(s), then both parties must sign the Change Request for the Change Request to be considered an amendment to the SOW.
- (c) If there is a conflict between the original SOW and any executed Change Request, the last fully executed Change Request will prevail with respect to the conflict.

### 2.2. Completion and Acknowledgement Process:

If a Service or a specific Document Deliverable is listed for approval in a SOW or Service Description, the parties will use the review process described below:

- (a) Standard of Review. The standard of review is that the Service or Document Deliverable materially complies with the requirements of the applicable SOW or Service Description.
- (b) Notification. For Services requiring Your acceptance, we will notify You in writing that the Service is complete and available for review, and we will provide You with a Milestone Completion Certificate ("**MCC**") for review. When a Document Deliverable is ready for review and approval, Cisco will present and review the Document Deliverable with You.
- (c) Timeframe. The review and approval process must be completed within the following timeframes or as set forth in the applicable SOW or Service Description: (a) Document Deliverables: 2 Business Days from completion of the review by You and Cisco of the Document Deliverable, or (b) Services: 5 Business Days from the date we provide the MCC.
- (d) Approvals. You must approve or reject the Service or Document Deliverable in writing within the timeframe listed above or the Service or Document Deliverable will be considered accepted and completed. If we provide You with a MCC, signing the MCC (or taking no action in the timeframe listed) will signify acceptance of the Services. If You reject a Service or Document Deliverable, Your written rejection must also include detailed reasons as to why the Service or Document Deliverable does not meet the standard above. If continuing performance of the Services is dependent on an approval, then the impacted Services may be delayed or suspended until approved or otherwise resolved. Your acceptance or rejection as described in this Section is not an acceptance or rejection of any Products, subscription, or other Services purchased or licensed by You.
- (e) Resubmission. If the rejected Service or Document Deliverable does not meet the standard of review referenced above, we will address the stated reasons for the rejection in a timely manner by reperforming the rejected portion(s) of the Service or resubmitting the Document Deliverable so that the Service or Document Deliverable meets the standard of review referenced above. After we notify You that the rejected Service is complete or we resubmit the Document Deliverable to You, then this review process will begin again and be repeated as before with respect to the basis for Your rejection. The Document Deliverable review and approval process is limited to 2 review and approval cycles.
- (f) Responsible Party. If the Services was sold directly by us to You, then the acknowledgment process detailed above will be used by us and You, with You responsible for reviewing the Service. If the Services was sold through a Cisco Partner, then the acknowledgment process detailed above will be used by us and the Cisco Partner, with the Cisco Partner responsible for the review and approval process described in this section.

## 3. Incidental materials and technology

Generally, Cisco does not include Software or Scripts in our Services and You must purchase them separately. However, if Cisco provides Software and/or Scripts as part of the Services, these are:

- (a) provided incidental to the provision of Services; and
- (b) licensed to You solely for the purposes of the Services and according to the [General Terms](#) or any applicable Service Description.

Cisco will provide Software and/or Scripts in object code unless the SOW or Service Description states otherwise. If Cisco provides You with access to Source Code for any incidental Software and Scripts, then the Source Code (including any copies, modifications, enhancements, and derivative works of the Source Code) is Cisco Confidential Information and is licensed to you in accordance with Cisco's [Sample Code License](#).

Incidental Software and Scripts, as well as any other third-party materials (e.g., cables, racks, test equipment, etc.) that we provide to You incidental to provision of the Services, are provided "AS-IS" and without warranty, support, or maintenance.

#### 4. Contracting with U.S. Federal Government

For Services engagements related to a U.S. Federal Government contract, the following terms are applicable to the purchase of the Services from Cisco: [Cisco Services with US Government](#).

#### 5. Glossary

The following are defined terms we most often use in our Service Descriptions, SOWs and related documents. Additional terms may be defined in the General Terms, Cisco policies, or specific Service Descriptions.

Defined Term	Meaning
Advance Replacement	Shipment of new or equivalent to new, at Cisco's sole discretion, replacement Field-Replaceable Unit (FRU) before receiving failed FRU.
Application Software	Non-resident or standalone Software Products listed on the Price List or in the Cisco cloud.
Business Days	The generally accepted days of operation per week within the country where the Services are performed, excluding local holidays.
Business Hours	9:00 AM to 5:00 PM, Customer's local time, on Business Days for the performance of Services. For replacement of failed Products, Business Hours are 9:00 AM to 5:00 PM Local Depot Time on Business Days.
Customer	The entity purchasing Services for its own internal use from the Approved Source. Includes <b>Customer, End User, You or Your</b> .
Data Collection Tools	All hardware and/or software tools that support Cisco's ability to collect Network information, provide troubleshooting on cases, data analysis, and report generation capabilities as part of the Services.
Deliverable(s)	Items to be delivered by Cisco as set forth in an applicable Service Description, including without limitation any Software, Reports, Data Collection Tools, and/or Scripts.
Document Deliverable(s)	Items identified as such within a SOW or relevant Service Description and which will also be subject to the Completion and Acknowledgement Process outlined in Section 2.3 of these terms.
Event	Notification by Customer of its performance of a planned Network, Hardware, Software, or configuration change.
Feature Set Upgrade	A separately licensed and priced Software release that contains an enhanced configuration or feature set.
Field-replaceable Unit (FRU) or Service Part	Any component or subassembly of an item or unit of Hardware that is new or equivalent to new, in Cisco's sole discretion, and that reasonably can be replaced at Customer's location. FRUs also may be subject to size and weight limitations.
Local Depot Time	Central European Time for Services provided in Europe-Middle-East and Africa, Australia's Eastern Standard Time for Services provided in Australia; Japan's Standard Time for Services provided in Japan and Pacific Standard Time Services provided in all other locations.
Network or Environment	A set of interconnected Cisco supported Hardware and Software (or its components) to which the Services apply.
Product	Cisco Hardware and Software products that are made generally available.
Purchase Order or PO	A written or electronic order to Cisco for the Services to be provided by Cisco under the Services Agreement.
Quote	The valid Cisco quote to be referenced on the PO for the associated Services to be purchased, which would be issued between Cisco and Customer for direct purchases, or between Cisco and your Cisco Partner (with corresponding quote and PO between the Cisco Partner and Customer).
Reports	Reports, recommendations, network configuration diagrams, and related non-Software Deliverables made available by Cisco as part of a Service.
Response Time	For Advance Replacement Services, the period commencing on the creation of the RMA request and ending when the FRU is delivered On Site; for On Site Services, the period commencing on creation of the RMA request and ending when Cisco personnel arrive On Site.
RMA	Return Material Authorization.

Same Day Shipment	Local Same Day Shipment (SDS) or International SDS is available where Next Business Day (NBD) or Next Calendar Day Service (NCD) cannot be provided. RMA will be dispatched from the closest In Country/International regional depot. For international RMA shipments, Customer will be responsible to act as the Importer of Record (IOR), liable for any destination charges such as duties/taxes and any other local regulatory licenses or permits for the country of import.
Scripts	Software scripts, macros and batch files provided by Cisco.
Service(s)	One or more of the Cisco services options purchased by an Approved Source or Customer, as applicable.
Services Agreement	<ul style="list-style-type: none"> <li>• <b>If You purchased the Services directly from Cisco:</b> <ul style="list-style-type: none"> <li>○ For Service Descriptions: The General Terms or other equivalent agreement applicable to the purchase of the Services from Cisco.</li> <li>○ For SOWs: <a href="#">SOW Terms and Conditions</a></li> </ul> </li> <li>• <b>If You are a Cisco Partner and You purchased the Services for resale to customers/end user:</b> The Distributor Agreement, Systems Integrator Agreement, Indirect Channel Partner Agreement or equivalent agreement applicable to the resale of the Services.</li> </ul>
Service Description	A description of the business and technical terms of the applicable Service. A Service Description provides an overview of the relevant Service and any additional terms related to the Service.
Service(s) Term	The duration of the Service purchased as set forth in the Quote. All included Services and Deliverables are available for consumption solely during the same Services Term in which such Services and Deliverables are purchased. References in Service Descriptions to Services being provided during a “year” (e.g., quantities such as “once a year”) or otherwise on an annual basis mean a Service Term year and not a calendar year, unless expressly stated otherwise.
Severity Levels	See the <a href="#">Severity and Escalation Guidelines</a> .
Software Releases	<ul style="list-style-type: none"> <li>• <b>Maintenance Release</b> is an incremental Software release that provides maintenance fixes and may provide additional Software functions. Cisco designates Maintenance Releases as a change in the digits to the right of the tenths digit or of the hundredths digit of the Software version number [x.x.(x) or x.x.x.(x)].</li> <li>• <b>Minor Release</b> is an incremental release of Software that provides maintenance fixes and additional Software functions. Cisco designates Minor releases as a change in the tenths digit of the Software version number [x.(x).x].</li> <li>• <b>Major Release</b> is a release of Software that provides additional software functions. Cisco designates Major Releases as a change in the ones digit of the Software version number [(x).x.x].</li> </ul>
Source Code	Software code in human-readable or non-compiled form, including any programmer’s notes, related materials and Documentation.
Statement of Work or SOW	The documents agreed upon by the parties that define professional Services (exclusive of maintenance and support), if any, to be provided by Cisco.
TAC	The Cisco Technical Assistance Center.

## 6. Applicable Links

[Service Descriptions for Cisco Services and related policies](#) [General](#)  
[Terms](#)