Service Description: Technical Knowledge Library Service

This document describes Cisco’s Technical Knowledge Library (TKL) offering.

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; and (2) List of Services Not Covered. All capitalized terms not defined herein shall 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) or equivalent services agreement (“Agreement”) with Cisco. All capitalized terms not defined in the Supplemental Glossary of Terms at the back of this document shall have the meaning ascribed to them in the Agreement. In the event of a conflict between this Service Description and your Agreement, this Service Description shall govern.

Sale via Cisco-Authorized Reseller. If you have purchased these Services through a Cisco-Authorized reseller, this document is for description purposes only and 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 others from the Cisco service descriptions web site.

Service Summary

The Cisco Technical Knowledge Library offers consist of time-based access to Cisco’s proprietary technical best practices, documentation and webinars that focus on Cisco technologies and products. Each license has a duration of twelve (12) months. The Content is presented in a variety of delivery formats. Authorized access to the knowledge library is via a secure internet connection.

LICENSE

Customer agrees to the following terms upon purchase of access to Cisco’s Technical Knowledge Library (TKL):

- Access to TKL is based on the subscription licenses purchased for each Authorized Viewer. Each license has a 12-month duration. The effective start and end dates are defined in the service order. Upon access termination, neither party shall have any further obligations to the other party under this Service other than as set forth in this section.

- Customer’s use of the Service is subject to acceptance of the End User License Agreement.

- Customer’s use of the Service is for Internal Use Purposes only and not for resale.

- All Content and materials are copyrighted and are the property of Cisco and/or its subcontractor(s). Cisco and/or its subcontractors retain ownership of all intellectual property rights in and to the Content, including copies, improvements, enhancements, derivative works and modifications thereof. No portion of the Content may be recorded, reproduced, duplicated, distributed or broadcast in any manner without Cisco’s written permission.

- Cisco TKL offers are made available by Cisco through a secure web-based interface. Access to the TKL and the Content will only be granted to those users who are predefined in the system by the Customer Administrator as Authorized Viewers.

- Use and viewing of the Content is limited to the Authorized Viewers who have been provided access. Sharing of user licenses with non-authorized users is prohibited.

- Authorized Viewers, once assigned, are assigned for the term. Changing or swapping Authorized Users within the term is prohibited.

CISCO RESPONSIBILITIES

Cisco shall:

- Make the Content available via a secure web-based portal with appropriate authentication and authorizations for Authorized Viewers.

- Assist in account creation for the portal prior to use and for the duration of the term for Authorized Viewers.

- Assign a delivery Point of Contact (“PoC”) who will assist in on-boarding the Customer to the portal. The PoC will obtain the necessary information to entitle logins of Authorized Viewers to the Portal.

- Provide the amount of user licenses that are consistent with the number ordered.

- Provide support assistance for issues submitted to Cisco using appropriate support aliases.

- Protect personal information in accordance with Cisco’s Online Privacy Statement. To the extent the terms of this Service conflict with such Privacy Statement, the terms herein will control.

CUSTOMER RESPONSIBILITIES

Customer will:
- Designate a single point of contact to whom all Cisco communications may be addressed and who has the authority to act on all aspects of the Services and shall be available during Standard Business Hours.
- Advertise the availability of the Cisco digital learning to targeted Authorized Viewers.
- Unless otherwise agreed to by parties, provide information and documentation required by Cisco within five (5) business days of Cisco’s request. Information may include, but is not limited to, Authorized Viewer’s personal information as required to access the portal.
- Customer is responsible for security, network connection, IP address assignment, and any required firewall or access.
- Install the Digital Rights Management (“DRM”) software, which allows Authorized Viewer to view the DRM-protected content on the Portal, as needed.
- In connection with your use of any Content, Authorized Viewer may access or link to third party Internet sites, including the use of browsers. Cisco does not control the third party sites, and Cisco is not responsible for the content of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. Cisco cannot ensure or warrant the security of any personal information provided nor how such third parties may use your information when using or accessing third party sites. Cisco is providing links to third party sites to Authorized Viewer only as a convenience, and the inclusion of any link does not imply an endorsement by Cisco of any third party site.

**WARRANTY**

ACCESS TO THE CISCO TECHNICAL KNOWLEDGE LIBRARY, THE CONTENT, AND ALL INFORMATION PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED TO CUSTOMER ON AN “AS IS” BASIS. THE INFORMATION PROVIDED IN CONNECTION WITH THE SERVICE IS NOT REPRESENTED TO BE COMPLETE OR ACCURATE, AND CISCO DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES (EXPRESS OR IMPLIED) RELATING TO THE SERVICE AND ALL REPORTS, DOCUMENTATION AND OTHER INFORMATION GENERATED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
Supplemental Glossary of Terms

“Authorized Viewer” means either (i) an employee of Customer or (ii) an independent contractor of Customer performing services for Customer’s benefit who is authorized by Customer to use the Services.

“Bumper Clip” means a short multimedia video and/or audio segment containing an ‘onBusiness Network’ logo or other branding sequence, which is intended to be viewed immediately before and/or after a Multimedia Clip.

"Content" means the content hosted on the portal made available by Cisco as part of the services, including the Sidebar Content. Cisco or its suppliers own all title, copyright, and other intellectual property rights in the Content, and all Content shall be considered Cisco Confidential Information.

“Internal Use Purposes” means use of the Services for the sole purpose of permitting Authorized Viewers to view the Content, provided that all such viewing is solely intended to further Customer’s internal communications, training, education, or administrative objectives. “Internal Use Purposes” expressly excludes (i) the licensing, copying, transferring, or distributing of any element of the Services; (ii) displaying of any element of the Content to any persons other than Authorized Viewers, and Customer will not permit or enable any other persons to view any element of the Content; (iii) modifying, altering, abbreviating, or editing of any element of the Services unless expressly permitted by Cisco or its suppliers or licensors; (iv) the incorporation of any element of the Services into any product or service of Customer or creating a derivative work based upon the Services; and (v) using any element of the Services in any manner other than as expressly authorized under this Service Description.

“Multimedia Clip” means a discrete multimedia video or audio segment, in digital format, that is intended to be viewed from start to finish without interruption.

“Sidebar Content” means supplemental meta-content or meta-data associated with each Multimedia Clip, setting forth indexing information about the pertinent Multimedia Clip, such as its title, running time, a descriptive summary of its content, and its category or classification. Sidebar Content also means any viewable, downloadable or streamed content that may be accessed in connection with a Multimedia Clip or any Cisco-provided standalone content, including but not limited to transcripts, text files, pictures, directories, guides, video and/or audio files, and any other data, provided by Cisco pursuant to this Service Description, but excluding Multimedia Clips and Bumper Clips.