Service Description: Cisco TelePresence Essential Operate Services

This document describes Cisco’s TelePresence Essential Operate 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), Advanced Services Agreement (ASA) or equivalent services agreement executed between you and 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 for TelePresence Essential Operate 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 TelePresence Essential Operate Services at the end of this document have the meaning ascribed in the Glossary of Terms at the above URL.

The support provided herein is only available where all Cisco TelePresence products (such as Telepresence endpoints, TelePresence manager, multipoint switch, etc) that comprise the TelePresence solution within Customer’s Network are supported through a minimum of TelePresence Essential Operate Services. Cisco shall provide the TelePresence Essential Operate Services described below as selected and detailed on the Purchase Order for which Cisco has been paid the appropriate fee.

TelePresence Essential Operate Services

TelePresence Essential Operate Services consists of i) TelePresence Software Application Support or ii) TelePresence Hardware Support.
• Major, Minor and Maintenance Releases. The Application Software releases and supporting Documentation are available on the Cisco.com Software Center (http://www.cisco.com/cisco/software/navigator.html) or on media such as CDROM, through the Cisco Product Upgrade Tool (PUT) (http://tools.cisco.com/gct/Upgrade/jsp/index.jsp). Applicable supporting Documentation, if available, is on Cisco.com and is limited to one copy per release. Additional copies may be purchased.

• Cisco TelePresence Helpdesk Services (CTHS). Where available, Cisco will provide a help desk function to assist in Customer’s TelePresence deployment process.

Customer Responsibilities:

The provision of the Service options assumes that Customer will:

• Provide a severity 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 your 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 your 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.

• 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 Cisco’s PUT. Customer is responsible for reviewing the list on an annual basis and adding or removing personnel as necessary.

• Verify any in-transit damage of the media for the Application Software releases.

• Update to the latest Application Software release and latest third-party Software release, if required by Cisco to correct a reported Application Software problem.

• Pay all engineering time, travel, and out-of-pocket expenses if Customer request performance of onsite Services or Services outside the scope of Service options described in this document.

• Provide any Hardware required to perform fault isolation.

• Receive Services on Cisco Application Software for which Customer has:
  • Purchased a valid and current license for the latest Major and Minor release or is renewing support for a valid supported license revision.
  • Make all reasonable efforts to isolate the Application Software problem prior to requesting support from Cisco.
  • Acquire, install configure and provide technical support for all:
    • Third-party Products, including upgrades required by Cisco or related Services; and
    • Network infrastructure, including, but not limited to, local and wide-area data Networks and equipment required by Cisco for operation of Application Software.

• Maintain Customer’s entire Application Software implementation for configurable Application Software currently in use under the same Service option for Cisco to provide Services for any portion of Customer’s Application Software implementation.

Cisco Responsibilities:

• Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist with Product use, configuration and trouble shooting issues and access to Cisco.com. Cisco will respond within one day, with estimated response time of 4 hours.

TelePresence Hardware Support

TelePresence Hardware Support is available as part of the entire TelePresence Essential Operate Services offering.

Cisco Responsibilities:

• Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist with Product use, configuration and trouble shooting issues and access to Cisco.com. Cisco will respond within one day, with estimated response time of 4 hours.
(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.

- 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.

- Manage problems according to the Cisco Severity and Escalation Guideline.

- 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.

- Work-around solutions or patches to reported Software problems using reasonable commercial efforts. Cisco will either make available a Software patch from the Cisco.com Software Center (http://www.cisco.com/cisco/software/navigator.html) 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.com Software Center (http://www.cisco.com/cisco/software/navigator.html) or on physical media such as CDROM. Applicable supporting Documentation, if available, is limited to one copy per Software release. Customer can, however, purchase additional copies from Cisco.

- Collection Software (where available).
  - Cisco will provide the Customer use of Collector Software.
  - Collector Software is provided by Cisco with the features enabled as the default configuration in order to collect data upon installation. Such collections will continue until such time as the Collector Software has been uninstalled.
  - Collector Software developmental updates will be managed by Cisco, as appropriate.

### Advance Replacement and Onsite Service

#### Cisco Responsibilities:

Cisco shall use commercially reasonable efforts to provide Customer with the Advance Replacement Services and/or On-Site Support Services that Customer has selected and detailed in Parts I and II below and where available.

Advance Replacement Services and On-Site Support 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. Shipments will be DDU (Incoterms 2000), except for shipment to and from the European Union will be shipped DDP (Incoterms 2000), using Cisco's preferred carrier, freight prepaid by Cisco, excluding import duties, taxes and fees, where applicable. Requests for alternate carriers will be at Customer's expense. Hardware replacement for all service parts supported under Advance Replacement Service or On-Site Support Services must be at the same level of coverage. Cisco will provide Customer with Hardware replacement(s) that are either new or equivalent to new.

#### Part I - Advance Replacement Services

- 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. Provide that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time.
The provision of the Service options 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.
- Customer must validate with Cisco the serviceability of Product resulting from a Product move, add, change or deletion.
- 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.
- Use the latest release of Software, where Cisco advises Customer that this will correct a reported Software problem.
- Return to Cisco any defective or returned Product in accordance with Cisco's RMA procedure. Cisco will need Customer to provide a new Purchase Order number to Cisco's asset recovery team to facilitate the billing of Product not returned. Customer agrees to assist Cisco in troubleshooting failed Hardware down to the FRU level prior to initiating the RMA procedure.

Determinations that occur after 3:00 p.m. Depot Time will be shipped the following Business Day.

- **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.

- **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.

- **Note**: Four Hour Response (24x7x4, 8x5x4) services are not available for TelePresence plasma, LCD or LED displays due to weight restrictions. Delivery of these TelePresence displays will be performed on a Next Business Day basis.

### Part II - On-Site Support Services

- **On-Site 8x5xNBD**: Next Business Day Response for Remedial Hardware Maintenance together with parts, labor and materials, by 5:00 p.m. Depot Time provided Cisco's determination that On-Site 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.

- **On-Site 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.

- **On-Site 24x7x4**: Four Hour Response for Remedial Hardware Maintenance twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays.

- **Note**: Four Hour Response (24x7x4, 8x5x4) services are not available for TelePresence plasma, LCD or LED displays due to weight restrictions. Delivery of these TelePresence displays will be performed on a Next Business Day basis.

**Customer Responsibilities:**

The provision of the Service options assumes that Customer will:
• Customer is responsible for the following when returning Product to Cisco: (a) proper packaging, including description of failure and written specifications of any other changes or alterations; (b) returns must be received within thirty (30) days; otherwise, the replacement Product will be charged at the current Price List. Packages for replacement shall be shipped DDU (Incoterms 2000) or FCA (Incoterms 2000) as applicable.

• 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 on-site 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 on-site personnel.

• Provide safety and security protection of Cisco’s personnel or its subcontractors for your unmanned sites.

• When 8x5xNext Business Day has been ordered, Customer is responsible for moving TelePresence plasma, LCD or LED display replacement units from Customer’s loading dock or equivalent (i.e., ground entrance) to its install site location within building.

• 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.

• 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

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<th>Services Not Covered</th>
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In addition to those Service Not Covered posted at [www.cisco.com/go/servicedescriptions/](http://www.cisco.com/go/servicedescriptions/), the following are not supported under the TelePresence Essential Operate Services:

• Furniture tables and free-standing light reflector kits for the Immersive Cisco TelePresence rooms.

• Furnishing of consumable supplies (e.g. light bulbs) and accessories (e.g. suitcases).

• Support or replacement of TelePresence display as a result of standard image burn-in is covered and customer acknowledges that such burn-in may occur based on the static elements visible in the TelePresence configuration.

• Delivery of TelePresence plasma, LCD or LED display replacement units beyond Customer’s loading dock or equivalent.
<table>
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<tr>
<th>Term</th>
<th>Definition</th>
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<tbody>
<tr>
<td>Collector Hardware</td>
<td>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.</td>
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<tr>
<td>Collector Software or Collection Software</td>
<td>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.</td>
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<td>Customer Network Information</td>
<td>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.</td>
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<tr>
<td>Hypervisor</td>
<td>Means a software program that manages multiple operating systems, or multiple instances of the same operating system, on a single computer system.</td>
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<td>Smart</td>
<td>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.</td>
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<tr>
<td>Smart Enabled Portal or Portal</td>
<td>A web-based user interface to access reports.</td>
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<tr>
<td>TS Smart Applications</td>
<td>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 <a href="http://www.cisco.com/web/about/facts_info/apps/technicalsupport.html">http://www.cisco.com/web/about/facts_info/apps/technicalsupport.html</a>.</td>
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