



Service Description: Essential Operate Services

This document describes 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.

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/.

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

Essential Operate Services

Essential Operate Services consists of i) **Software application support** or ii) **Software application support** and **Unified Communication server support**.

Service Summary

Software application support and Unified Communication server support provides reactive maintenance support in the form of technical support, access to Cisco.com, Software support and advanced replacement Hardware support of Cisco's Unified Communications family of voice and IP communications products.

Software application support

Cisco Responsibilities:

- Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist by telephone, fax, electronic mail or the internet with Application Software use, configuration and troubleshooting issues. Cisco will respond within one (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.
- 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 Application Software problems using reasonable commercial efforts. For an Application Software patch, a Maintenance Release for the Application Software experiencing the problem will be provided as follows: (a) download from Cisco.com (as available), or (b) shipment of Application Software on media such as CDROM using a nominated carrier. Requests for alternative carriers will be at Customer's expense.
- Minor and Maintenance Releases. The Application Software releases and supporting Documentation are available on the Cisco.com Software Center (www.cisco.com/software) or on media such as CDROM, through the Cisco Product Upgrade Tool (PUT) (www.cisco.com/upgrade). Applicable supporting Documentation, if available, is on Cisco.com and is limited to one copy per release. Additional copies may be purchased.
- Provide Maintenance Releases for Cisco IP Phones that are deployed in a Cisco Unified Communications Manager ("CUCM") environment.

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.

<h3>Software application support and Unified Communication server support</h3>

Unified Communication server support is not a separately sold Service and it is not included as part of the Software application support. The services described below are only available as part of the entire Essential Operate Services offering. In addition to the services described under Software application support, the following services are provided when Software application support and Unified Communication server support is purchased by Customer.

Cisco Responsibilities:

- Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist with Product use, configuration and troubleshooting issues and access to Cisco.com. Cisco will respond within one (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.
- 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 (www.cisco.com/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.com Software Center (www.cisco.com/software) 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.

- 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.

Part II - On-Site Support Services

- 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.

Customer Responsibilities:

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.
- 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

Advance Replacement and On-Site Service

Cisco Responsibilities:

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

Advance Replacement and On-Site 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://www.cisco.com/cgi-bin/front.x/agents/SAM/cca_sam_landing.cgi. 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. Chassis and line card Advance Replacement Service must be at the same level of coverage. Cisco will provide Customer with Advance Replacement(s) that are either new or equivalent to new.

Part I - Advance Replacement Services

- 8x5xNext Business Day: 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 make a request after 3:00 p.m. Depot Time, Cisco will ship the Advance Replacement the next Business Day.

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.

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

Where Customer has purchased the Services detailed under Advance Replacement and On-site Service Part I:

- 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.
- 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.

Where Customer has purchased the Services detailed under Advance Replacement and On-Site Service Part II:

- 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.