



Service Description: Unified Computing Warranty Plus

This document describes Cisco's Unified Computing Warranty Plus service.

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) with Cisco. In the event of a conflict between this Service Description and your MSA, this Service Description shall govern. All capitalized terms not defined in the Supplemental Glossary of Terms for Unified Computing Warranty Plus 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 Unified Computing Warranty Plus at the end of this document have the meaning ascribed in the Glossary of Terms at the above URL.

Cisco shall provide the Unified Computing Warranty Plus service described below as selected and detailed on the Purchase Order for which Cisco has been paid the appropriate fee.

Unified Computing Warranty Plus

Cisco Responsibilities:

- Provide access 24 hours per day, 7 days per week to assist with RMA determination for purposes of Hardware replacement. Cisco will respond no later than next Business Day for any calls received.
- Cisco will work with Customer to diagnose problems or issues related to Product use. After Cisco employs reasonable efforts to isolate a Cisco Hardware or Software issue, and in the event an unsupported Third Party Product or operating system component has been installed, Cisco may, at its sole discretion, request Customer to remove such component and replace it with a

Cisco approved component prior to further troubleshooting.

- 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.
- Patches to reported Software problems using reasonable commercial efforts. Cisco will make available a Software patch from the Cisco.com Software Center (www.cisco.com/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). Applicable supporting Documentation, if available, is limited to one copy per Software release. Customer can, however, purchase additional copies from Cisco. Software support provided herein excludes Third Party Software.

Unified Computing Warranty Plus Advance Replacement and Onsite Service

Cisco shall 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://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. Chassis and line card 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 - Unified Computing Warranty Plus Advance Replacement Services

- Unified Computing Warranty Plus 24x7x2: Advance Replacement on a Two-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.
- Unified Computing Warranty Plus 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.
- Unified Computing Warranty Plus 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.

Part II - Unified Computing Warranty Plus Onsite Support Services

- Unified Computing Warranty Plus On-Site Services **24x7x2**: Two Hour Response for Remedial Hardware Maintenance twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays, together with parts, labor and materials.
- Unified Computing Warranty Plus On-Site Services **24x7x4**: Four Hour Response for Remedial Hardware Maintenance twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays, together with parts, labor and materials.
- Unified Computing Warranty Plus On-Site Services **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. If Customer make a request after 1:00 p.m. Depot Time, Cisco will arrive the morning of the next Business Day.
- Unified Computing Warranty Plus On-Site Services **8x5xNext Business Day**: Next Business Day 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.

Part III – Unified Computing Drive Retention Service:

- In the event Customer purchases this Service, if, during the course of troubleshooting a Unified Computing System (UCS) problem, Cisco Technical Assistance Center (TAC) determines the problem resides with a UCS Drive, Cisco authorizes Customer to retain the defective drive provided that the Customer completes and returns to Cisco a Certificate of Destruction.

Customer Responsibilities

The provision of the Service by Cisco assumes that Customer will:

- 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 of location of the Product, city location details and zip code information.
- Use the latest release of Software or firmware made available on Cisco.com, where Cisco advises Customer that this will correct a reported problem.
- 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.

Where Customer has purchased the Services detailed under Part I - Unified Computing Warranty Plus Advance Replacement:

- 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 Part II - Unified Computing Warranty Plus Onsite Support Services:

- 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 onsite 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 (Trivial File Transfer Protocol) capabilities or internet access for the purpose of downloading Software images by Cisco's onsite personnel.
- Provide safety and security protection of Cisco's personnel or its subcontractors for your unmanned sites.

Where Customer has purchased the Services detailed under Part III – Unified Computing Drive Retention Service, Customer will also:

- Destroy the defective UCS Drive at Customer's risk and expense and not return the defective drive to Cisco.
- Provide Cisco with a Certificate of Destruction within thirty (30) days of receipt of the replacement Product; otherwise the replacement Product will be charged at the current List Price.

<p>Supplemental Glossary of Terms for Unified Computing Warranty Plus</p>
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- **Certificate of Destruction** means the document, located at http://www.cisco.com/web/about/doing_business/legal/service_descriptions/docs/Drive_Retention_CoD.pdf, which shall be signed by an authorized representative of the Customer, certifying that UCS Drive has been destroyed.
- **Independent Software Vendor** means a supplier of Third Party Software.
- **Third Party Software** means software developed by an Independent Software Vendor. This software may include both initial software releases and upgrades/updates developed after initial release by the Independent Software Vendor.
- **UCS Drive** means a disk drive from the Cisco Unified Computing System B series or UCS C series only.