Service Description: Advanced Services – Fixed Price

Collaborative Professional Services – Cisco Advanced Services for Small Cell Licensed (SCL) Enterprise Plan and Build Services – RAN Management System (ASF-CPSN-G-SCL-RM)

This document describes Advanced Services Fixed Price: Small Cell Licensed (SCL) Enterprise Plan and Build Services – RAN Management System available under the Collaborative Professional Services Program (“CPS”).

Direct Sale from Cisco to Authorized Channel. If you have purchased these Services directly from Cisco, this document is incorporated into your Collaborative Professional Services Agreement (“Agreement”), Collaborative Professional Services – General Service Terms under the Cisco Services Partner Program, a services exhibit that addresses transaction advanced services (“AS-T”) or an equivalent agreement executed between you and Cisco which authorizes your participation in the CPS. In the event of a conflict between this Service Description and your Agreement or equivalent services exhibit or agreement, this Service Description shall govern. For purposes of an AS-T exhibit executed between Cisco and Authorized Channel, this Service Description shall be deemed as a Statement of Work (“SOW”).

Small Cell Licensed Planning and Installation Services

Service Summary

The Collaborative Professional Services Small Cell Licensed – Planning and Installation Service provides remote small cell provisioning assistance (the “Services”) to Authorized Channel for the deployment of End User’s Small Cell Licensed Solution.

Location of Services

Services are delivered remotely to the Authorized Channel.

Radio Access Network (RAN) Management System (RMS) Provisioning

Cisco Responsibilities

- Confirm the RMS is installed in the Mobile Network Operator (MNO) network.
- Providing the provisioning and configuration file for the site.
- Provisioning and links setup including loading the parameters for the sites and small cells into the RMS.

Authorized Channel Responsibilities

- Review and accept the provisioning and configuration file.
- Powering up the small cells on the site and ensure they are connected to the backhaul.
- Visually checks the small cell LEDs are flashing in the correct order.
- Software installation.
- Hardware and software diagnostic tests.
- Testing for the provisioned Small Cell AP’s to ensure all links and communication to/from identified network elements are working.
- Provide details such as IP addressing and subnet masks, network physical and logical schematics, required security policies, firewalls and network security devices, network routing protocols in-use.
- Provide physical access to the site and an escort or special site access if required.

Knowledge Transfer

Cisco Responsibilities

- Provide information to Authorized Channel regarding the status of the provisioning activities identified in the last section.

Authorized Channel Responsibilities

- Provide acknowledgement of receipt of before mentioned information with three (3) Business Days.
- Provide acknowledgement of approval of before mentioned information with five (5) Business Days.

Project Management

Cisco Responsibilities

- Provide Authorized Channel with a list of designated Cisco personnel roles and responsibilities under this Service.
• Upon written request from Authorized Channel, liaise and engage with End User’s designated representative pursuant to mutually agreed upon times and locations.
• Provide a Project Management Plan (PMP). PMP is a baseline document from which the Cisco PM can manage deliverables, assess progress, and manage change management issues and any ongoing questions.
• Work with Authorized Channel to identify and document dependencies, risks and issues associated with the successful completion of the project.
• Provide a Project Schedule highlighting deliverables, corresponding milestones, planned project events, resource(s) and timescales.
• Participate in scheduled project review meetings or conference calls, if required.
• Provide Authorized Channel with the identity of personnel requiring access to Site(s).
• Deliver a weekly project status report to the Authorized Channel.
• Provide a handover, follow on actions, lessons learned, and exception reports (if necessary) upon project completion.

Authorized Channel Responsibilities

• Provide the Cisco PM with a list of designated Authorized Channel and/or End User personnel roles and responsibilities.
• Provide written notification to End User to identify a designated representative who will liaise and engage with Authorized Channel or with Cisco for the duration of the Services and confirm it to Cisco in writing.
• Ensure that key Authorized Channel and End User personnel (such as architecture design and planning, network engineering, network operations personnel) are available to provide information and to participate in review sessions, workshops and other information gathering activities. The Authorized Channel PM will also ensure that Cisco is provided with all information, data and documentation as Cisco reasonably requires to provide Services and comply with Cisco’s responsibilities in this agreement. This information includes, but is not limited to: (i) information relating to End User’s network, design, business and other applicable requirements; (ii) functional and/or technical documentation relating to such requirements; and (iii) topology maps, configuration information and existing and proposed network infrastructure.
• Identifying primary and backup authorized Site contacts who shall provide necessary information, obtain access clearances and coordinate with other organizations/third parties with respect to Services at that Site.
• Participate in scheduled project review meetings or conference calls, if required.
• Coordinate with any external third parties, such as in country Carrier/Telco activities, deliverables and schedules.

• Ensure that Cisco’s request for information or documentation needed for the project is provided within 5 Business Days of Cisco’s request, unless the parties agree to another time period for response.

General Authorized Channel Responsibilities

• Authorized Channel shall ensure that, End User understands and agrees i) that Authorized Channel is providing its own proprietary services together with the Cisco Services herein; and ii) that in connection with Authorized Channel’s performance of its own proprietary services, Authorized Channel must provide to Cisco certain End User information, documents and/or other technical data as required for Cisco’s subsequent use in connection with Cisco Services.
• Authorized Channel will be solely responsible for documenting any recommendations made by Cisco during the delivery of the Services.
• Authorized Channel is solely responsible for all interactions and communications with End User and the provision of services and deliverables to End User.
• Authorized Channel acknowledges that the completion of Services is dependent upon Authorized Channel meeting its responsibilities as indicated herein.
• Identify Authorized Channel’s personnel and define their roles in the participation of the Services. Such personnel may include but is not limited to: architecture design and planning engineers, and network engineers.
• Ensure Authorized Channel’s personnel are available to participate during the course of the Services to provide information and to participate in scheduled information gathering sessions, interviews, meetings and conference calls.
• Services provided by Cisco comprise technical advice, assistance and guidance only. Authorized Channel expressly acknowledges and agrees that it's solely responsible for the determination and implementation of End User’s network design requirements and implementation of any recommendations provided by Cisco. Cisco shall not be responsible for the inability of Services to meet End User’s network, design, business or other requirements and Authorized Channel shall remain responsible for the accuracy or completeness of the information during the provision of the Services described herein and for the final determination of End User’s network design, architecture, implementation, business or other requirements.
• Authorized Channel expressly understands and agrees that the Services shall take place and be complete within ninety (90) calendar days from issuing a Purchase Order to Cisco for the Services herein.

License of Deliverables

Cisco grants to Authorized Channel a limited, revocable, non-exclusive, non-transferable license (a) to use, display,
reproduce, modify, and distribute Deliverables; and (b) create, use, reproduce, and distribute derivative works of the Deliverables. The license herein is granted solely for Authorized Channel's support of End Users during the term of the agreement between Cisco and Authorized Channel and solely for use with Cisco products. Authorized Channel may not sublicense, to any persons or entity, any rights to reproduce or distribute the Deliverables. Cisco also may terminate this license upon written or oral notice to Authorized Channel, with or without prior notice.

**Limitation**

AUTHORIZED CHANNEL EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR THE DETERMINATION AND IMPLEMENTATION OF THEIR END USER’S NETWORK, DESIGN, BUSINESS, OR OTHER REQUIREMENTS. CISCO SHALL NOT BE RESPONSIBLE FOR THE FAILURE OF CISCO’S COLLABORATIVE PROFESSIONAL SERVICES, DELIVERABLES, REPORTS AND/OR RELATED SOFTWARE TO MEET END USER’S NETWORK, DESIGN, BUSINESS, OR OTHER REQUIREMENTS.

**Invoicing and Completion**

**Invoicing**

Services will be invoiced upon completion of the Services.

**Completion of Services**

Cisco will provide written notification upon completion of the Services to Authorized Channel. The Authorized Channel shall within five (5) Business Days of receipt of such notification provide written acknowledgement of Cisco’s completion of the Services. Authorized Channel’s failure to acknowledge completion of the Services or to provide reasons for rejection of the Services within the five (5) Business Day period signifies Authorized Channel’s acceptance of completion of the Services in accordance with this Service Description.