This document describes Advanced Services Fixed Price: Cisco UCS Firmware Upgrade Implementation 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. 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 for your own internal use, this document is incorporated into your Master Services Agreement, Advanced Services Agreement, or other services agreement covering the purchase of Advanced Services-based services with Cisco ("Master Agreement") If no such Master Agreement exists, then this Service Description will be governed by the terms and conditions set forth in the Terms & Conditions Agreement posted at http://www.cisco.com/web/about/doing_business/legal/terms_conditions.html. If you have purchased these Services directly from Cisco for resale purposes, this document is incorporated into your System Integrator Agreement or other services agreement covering the resale of Advanced Services ("Master Resale Agreement"). If the Master Resale Agreement does not contain the terms for the Purchase and Resale of Cisco Advanced Services or equivalent terms and conditions, then this Service Description will be governed by the terms and conditions of the Master Resale Agreement and those terms and conditions set forth in the SOW Resale Terms & Conditions Agreement posted at: http://www.cisco.com/web/about/doing_business/legal/terms_conditions.html. For purposes of the SOW Resale Terms and Conditions this Service Description shall be deemed as a Statement of Work ("SOW"). In the event of a conflict between this Service Description and the Master Agreement or equivalent services exhibit or 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 UCS Firmware Upgrade Implementation Service**

**Service Summary**

The Cisco UCS Firmware Upgrade Implementation Service provides remote implementation of firmware upgrades in a UCS environment. This service covers the upgrading of two (2) UCS domains and 32 B-Series or C-Series servers to be completed within one 8-hour outage window. Customer will be responsible for all change control processes and server reboot scheduling.

This service includes the upgrading of the UCS Manager, the Fabric Interconnects, the I/O modules (IOM) and all UCS series servers and their related components. This service does not include any upgrade assistance with Operating Systems, Driver Installs or other components outside the UCS domain.

This service will cover one (1) contiguous outage window up to 8 hours in length. This service excludes post upgrade support.

**Location of Services**

Services are delivered remotely.

**Project Management**

**Cisco Responsibilities**

- Conduct project kick-off meeting to review Customer current environment, develop firmware upgrade plan and implementation schedule
- Provide Customer with a list of designated Cisco personnel roles and responsibilities.
- Work with Customer to identify and document dependencies, risks and issues associated with the successful completion of the project.
- Participate in scheduled project review meetings or conference calls, if required.
- Provide Customer with the identity of personnel requiring access to Customer environment, at least five (5) Business Days prior to the scheduled date such personnel requires access.

**Customer Responsibilities**

- Provide the Cisco PM with a list of designated Customer personnel roles and responsibilities.
• Ensure that all technical resources are available to attend the kick-off meeting.
• Provide Cisco with a list of UCS equipment that will be upgraded during this project.
• Participate in scheduled project review meetings or conference calls, if required.
• Ensure that Cisco's request for information or documentation needed for the project is provided five (5) Business Days prior to the start of the project, unless the parties agree to another time period for response.

Firmware Upgrade Service

Cisco Responsibilities

• Cisco will conduct a project kick-off meeting of up to one (1) hour to provide advice and guidance on the scope of the project and to review for understanding of the Customer's environment.
• The project kick-off meeting will be used to understand Customer's current UCS environment.
• Cisco will lead the execution of the firmware upgrade process of the UCS environment.

Customer Responsibilities

• Customer will provide remote access to Cisco designated personnel during the upgrade window.
• Customer will provide access to the resources such as UCS Manager needed during the firmware upgrade process.
• Customer will ensure that all of the UCS components will be available for upgrade during the outage window.
• Customer is responsible for ensuring backup of all data and configurations prior to the start of this engagement. All data backup and recovery tasks are the responsibility of the Customer.

Project Assumptions and Exclusions

• All work will be performed in a contiguous block, excluding weekends (unless otherwise agreed upon in writing).

• This service is delivered remotely. Customer will provide remote Internet access to relevant server and data center equipment to Cisco.
• Customer will ensure that required 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.
• Customer is responsible for verifying firmware compatibility and code levels prior to performing the firmware upgrade. Cisco recommends performing a HealthCheck and bug scrub prior to performing a firmware upgrade.
• Cisco will recommend firmware versions for the upgrades based solely upon information provided to Cisco by the Customer at the time of the services. In no event shall Cisco be liable for the effectiveness of the firmware upgrade code version recommended.
• Customer acknowledges that the completion of Services is dependent upon Customer meeting its responsibilities as indicated herein.
• Customer expressly understands and agrees that the Services shall take place and complete within ninety (90) calendar days from issuing a Purchase Order to Cisco for the Services herein.

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 Customer. The Customer shall within five (5) Business Days of receipt of such notification provide written acknowledgement of Cisco’s completion of the Services. Customer’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 Customer's acceptance of completion of the Services in accordance with this Service Description.