Service Description: Cisco Collaborative Knowledge Managed Service

(CON-CKMS-MGD-SRV SKU)

This document describes the Cisco Collaborative Knowledge Managed Service. The Cisco Collaborative Knowledge product is sold as a software-as-a-service (SaaS) offering. Cisco Collaborative Knowledge Managed Service consists of Cisco managing the tenant on behalf of the Customer.

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 and (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, this document is incorporated into your Master Services Agreement (MSA) or equivalent services agreement executed between you and Cisco. All capitalized terms not defined in the Supplemental Glossary of Terms for Cisco Collaborative Knowledge Managed Service contained herein have the meaning ascribed in the MSA or equivalent services agreement executed between you and Cisco. In the event of a conflict between this Service Description and the MSA 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/. All capitalized terms not defined in the Supplemental Glossary of Terms for Cisco Collaborative Knowledge Managed Service contained herein have the meaning ascribed in the Glossary of Terms at the above URL.

Cisco Collaborative Knowledge is sold as a SaaS product and incorporates a public cloud deployment. Where available, Cisco shall provide the Cisco Collaborative Knowledge Managed Service described below as selected and detailed on the Purchase Order for which Cisco has been paid the appropriate fee.

Cisco Collaborative Knowledge Managed Service Offer

The Cisco Collaborative Knowledge Managed Service is optional and may be purchased by a Customer who requires Cisco to manage the Cisco Collaborative Knowledge tenant on their behalf.

In general, the Cisco Collaborative Knowledge Managed Service will:

- Manage the Customer site and implement configuration changes required. This includes the activation/de-activation of components only
- Manage the users. This includes the following tasks
  - add and de-activate users
  - import categories
  - manage expertise assignments
  - manage the master list for communities
  - implements bulk registration
• Local Project Management support in the region to manage the above activities and managing the relationship with the Customer. Provide ongoing support for the above service deliverables for one year.

Operational Support for Cisco Collaborative Knowledge Managed Service

Service Activation

After Cisco receives a signed purchase order for Cisco Collaborative Knowledge Managed Service and the deployment phase has completed such that users are active on the platform, the term of the service will begin and Cisco will perform the following:

Cisco responsibilities include:

• Site management
• User management
• Project management of the Site management and User management activities with the Customer.

The Cisco Collaborative Knowledge product subscription term will commence once the tenant deployment has completed and the users have access to the tenant. The ongoing support of the managed service deliverables is for a period of one year.

Customer Support

Cisco responsibilities include:

• The project manager shall meet with the Customer, at least once a month (via WebEX), to establish the changes required.
• A contact email address shall be provided for escalation purposes, outside of the regular touch-point meetings.

Interruptions of operation may cause a non-availability of the contracted Cisco Collaboration Knowledge Managed Service. Generally, service interruptions qualifying as Severity 1 incidents would include:

• Cisco Collaborative Knowledge platform interruption or failure.

These types of Severity 1 service interruptions are handled using the following escalation procedures detailed below:

1. Operational failure or downtime is validated by Cisco Collaborative Knowledge CIN Customer Support Engineer. For Operational Severity 1, the Customer should call a local number located here: http://www.cisco.com/go/certsupport

2. Customer contact is informed about the actual status of the failure and the recovery plan via a phone call. The Cisco Collaborative Knowledge CIN Customer Support Engineer checks the reason for and severity of the failure and monitors the resolution of the validated issue.

3. Customer contact is updated via email and, if requested, Customer contact gets a call back from the Cisco Collaborative Knowledge CIN Customer Support Engineer for status updates and case resolution. In the event of undetected issues, the Customer can also contact the Cisco Collaborative Knowledge CIN support hotline to report the issue. The customer support hotline is supported 24x5x365. Refer to the following link for the contact number specific to your region:

http://www.cisco.com/go/certsupport
Request For Changes (RFCs)

After Cisco completes the Managed Service for Cisco Collaborative Knowledge, the responsibility of maintaining Customer specific settings within the Cisco Collaborative Knowledge platform is managed by Cisco. Communication concerning the addition and de-activation of users shall be communicated by the Customer to the project manager.

Connection Monitoring

Cisco Collaborative Knowledge software platform is actively monitored by Cisco 24x5x365. Operational disturbances are automatically detected and Cisco support operators are immediately notified.

An operational breakdown or system failure can be caused by a failure in the Cisco Collaborative Knowledge software platform, a failure caused by the breakdown in the communication to a Cisco Collaborative Knowledge Customer or a breakdown at Cisco Collaborative Knowledge Customer’s system (LAPD/HRMS). An operational breakdown is generally defined as:

- A failure of the Cisco Collaborative Knowledge platform
- The non-availability of a Customer’s interface (e.g. data cannot be retrieved from LAPD/HRMS)

Cisco does not auto-detect or support the following operations failures:

- Problems at Customer side (e.g. data cannot be sent to Cisco Collaborative Knowledge platform)

In the aforementioned cases a notification is sent to the Customer:

- In case of Severity 1 by email (24x5) or phone (working days 09:00 - to 17:00 PDT)

Data Privacy

- Customer shall have title to any data saved in Cisco’s data base through the use of the Cisco interfaces in performance of Cisco Collaborative Knowledge.

- Cisco shall not be liable for the accuracy of the Customer’s data. Cisco is not the data controller but the data processor in relation to such data and the Customer is the data controller of the data made available by it, including without limitation the Customer’s master data, user data and contract.

- Cisco may use and process on an automated basis any data received from the Customer within the scope of the Services, particularly for analyses. These analyses will be made available only to the Customer. Each party agrees to comply with all applicable data privacy laws and regulations as the data controller or data processor, as the case may be.

- Cisco may also make data available to the Customer in an anonymous form within the scope of the performance of Cisco Collaborative Knowledge, i.e. the carrying out benchmark tests. In this context, Cisco will ensure that the origin of the data cannot be derived from these analyses.

- Prior to the disclosure of personal data, the Customer shall obtain the relevant person's consent, and shall hold Cisco harmless and indemnify Cisco if claims are asserted against Cisco due to a breach of this obligation.

- Cisco shall maintain procedures to detect and respond to an unauthorized acquisition of or a security breach (“Data Security Incident”) affecting unencrypted Customer personal data while such data is in its possession or control. Cisco shall promptly notify the Customer of a Data Security Incident as soon as reasonably practicable after Cisco has become aware of it and taken necessary and appropriate steps to contain and determine the extent of the Data Security Incident. Cisco agrees to provide reasonable assistance to assist the Customer in further investigating any such incident, or providing notice as required by applicable law. As the data controller, the Customer shall determine whether and when to notify any individuals or persons (including governmental authorities) regarding any Data Security Incident affecting Customer personal data. Notwithstanding the foregoing, Cisco is permitted to comply with all applicable laws to which it is subject, as determined in its sole discretion.
• Cisco acknowledges that the Customer may be subject to laws or regulations applicable to the Customer’s business relating to data privacy and information security (such as Gramm-Leach-Billey Act, Health Insurance Portability and Accountability Act, Health Information Technology for Economic and Clinical Health (HITECH) Act, Fair Credit Reporting Act, or Office of Controller of Currency guidelines) (hereinafter “Customer Regulations”). The parties do not expect that Cisco will use or have access to the types of information covered under the Customer Regulations in a way that would require Cisco to become subject to Customer Regulations. While Cisco may not itself be subject to Customer Regulations, Cisco will, upon request, provide the Customer with commercially reasonable assistance and information necessary to enable the Customer to comply with the Customer’s obligations under any applicable Customer Regulations. The parties acknowledge that Cisco is not agreeing to become subject to any Customer Regulations as a result of this Agreement (except where such regulations might already apply to Cisco as a result of Cisco’s own business).

Operational Support Limitations for Cisco Collaborative Knowledge Managed Service

The following are limitations to Cisco Collaborative Knowledge in all theaters:

○ Cisco Collaborative Knowledge standard support is only provided when an active legal contract is in place. Any special support arrangements that fall outside of the standard support terms as described in this Service Description will be specific to Customer’s purchase contract and must be negotiated independently upon purchase of the Cisco Collaborative Knowledge offer.

○ Cisco has no obligation to continue to provide operational support if the Cisco Collaborative Knowledge software platform was not used as specified by Cisco specifications and Cisco reasonably believes that such use caused the error or another cause, within the Customer’s control, caused the error or a defect in the Cisco Collaborative Knowledge software platform.

○ Local language support: Service will be provided in English only.

○ Cisco reserves the right to right to subcontract the provision of all or part of the Services described above to a third party.

Customer Responsibilities

In addition to any other Customer obligations identified elsewhere in the Service Description, the provision of Cisco Collaborative Knowledge Managed Service also assumes that Customer shall comply with the following:

• Customer will be assigned a user ID and a password for the use of Cisco Collaborative Knowledge and Customer shall protect the access authorization against third-party access and shall immediately modify the same if a third party may have become aware thereof. Customer shall ensure the access authorization may be used only by that employee to whom it was assigned. Cisco shall not be liable if a third party uses or abuses Cisco Collaborative Knowledge with a user ID assigned to the Customer. The Customer shall indemnify and hold Cisco harmless in respect of any damage Cisco may incur as a result from such use or abuse.

• Customer shall not use any equipment, software or other data which may affect the availability of Cisco Collaborative Knowledge.

• Customer must notify Cisco of any change to its system requirements in a timely manner before the commencement of Cisco Collaborative Knowledge access and Customer is responsible for any delay and additional costs which arise due to any change in its system requirements.

• Customer shall make available to Cisco in a timely manner, and free of charge, any documents, information and equipment under its control that may be necessary for the provision of Cisco Collaborative Knowledge Managed Service (such as test data, data for uploads, organizational structure).

• Customer shall provide all necessary support in connection with the implementation and operation of Cisco Collaborative Knowledge, including granting Cisco employees access to the Customers systems and resources in the case where integration with their systems is required. If any cooperation or document is not provided as requested, the delivery and performance dates will be postponed at least by the period caused by the delay and the Customer shall reimburse Cisco for any wasted or additional expenses caused thereby.

• Customer assumes full responsibility to back-up and/or otherwise protect all data against loss, damage, or destruction. The Customer acknowledges that it has been advised to back-up and/or otherwise protect all data against loss, damage or destruction.
• Customer acknowledges that the completion of Services is dependent upon Customer meeting its responsibilities as indicated herein.

• Ensure Customer’s personnel are available to participate during the course of the Services to provide information and to participate in scheduled conference calls.

### Supplemental Glossary of Terms for Cisco Collaborative Knowledge Managed Service

• **Cisco Collaborative Knowledge** is a SaaS application in the cloud that seamlessly transforms companies into continuous learning organizations that share knowledge, connect and empower your workforce and is a user centric secure Enterprise class offering.

• **Cisco Collaborative Knowledge Managed Service** is a set of activities that Cisco will complete to manage the Cisco Collaborative Knowledge software-as-a-service for the Customer. These activities include managing the system configurations and managing the users and notifying Customer of the completion of these activities within one year. It includes the list of activities captured in **Cisco Collaborative Knowledge Managed Service** description above.