

CISCO SERVICES - RESELLER STATEMENT OF WORK
RESELLER AND/OR END USER GENERAL ASSUMPTIONS AND EXCLUSIONS

The following are general assumptions and exclusions that have been incorporated into your Statement of Work (“SOW”) with Cisco. Capitalized terms used in this document and not otherwise defined have the meanings given them in the SOW.

Assumptions:

- a) Third party service materials (e.g., cables, racks, test equipment, etc.) provided by Cisco as part of the Services are provided AS-IS without any warranty from Cisco. Cisco will, to the extent available or permitted, pass through to Reseller and/or End User any warranty from such third parties. Upon request, Cisco will inform Reseller and/or End User about any applicable warranty terms and conditions of such third parties.
- b) Reseller and/or End User remains responsible for their own vendors and third parties providing services related to the SOW.
- c) Reseller and/or End User must ensure that all necessary permits, authorisations and approvals have been secured in order that Services can proceed.
- d) Reseller and/or End User will notify Cisco at least 30 days in advance of any proposed material change to Reseller and/or End User’s network architecture design which may affect the Services.
- e) If Reseller and/or End User requests changes to personnel assigned by Cisco, then Cisco will be allowed a schedule extension of Services of up to 30 Business Days to make such personnel changes.
- f) Reseller and/or End User (s) must meet at least the minimum level of employee health and safety specifications in accordance with in-country legislation requirements. Reseller and/or End User will provide Cisco with a copy of their health and safety policy prior to any site activity taking place and, if applicable, notify Cisco of any Personal Protective Equipment (“PPE”) required prior to the commencement of any services. Reseller and/or End User must provide a single point of contact for any health and safety issues related to individual site(s).
- g) Reseller and/or End User is responsible for providing Cisco with reasonable access to the site(s) and facilities including, where applicable, computer equipment, telecom equipment, facilities and workspace. Reseller and/or End User shall provide proper security clearances and/or escorts as required to access the site for equipment installation. Where applicable, Reseller and/or End User shall ensure that the site shall be ready prior to the date scheduled for Cisco to perform the Services.
- h) Where applicable, Reseller and/or End User is responsible for electrical engineer(s) to cable and connect between Cisco DC powered equipment and Reseller and/or End User DC supplies. Reseller and/or End User should engage a competent electrician.
- i) Where applicable, Reseller and/or End User and Cisco will utilize Collaboration Tools as agreed by Reseller and/or End User and Cisco. Collaboration Tools means software application tools, tools sets and/or methodologies that facilitate communications for the purposes of management and completion of Services and Document Deliverables in accordance with the SOW. The following is required for the use of Collaboration Tools:
 - i. Reseller and/or End User will provide the names and other pertinent information (such as e-mail account information) of resources who require authorization to access;
 - ii. Reseller and/or End User will support the implementation of software required to use the Collaboration Tools in their environment;

- iii. Reseller and/or End User will download Collaboration Tools guest client(s), if applicable, if not already in possession of the applicable license;

Reseller and/or End User agrees to immediately return Collaboration Tool(s) to Cisco, as instructed by Cisco, upon the earlier of: (1) completion of Services; or (2) Cisco's request to Reseller and/or End User that the Collaboration Tool(s) be returned to Cisco. Any such additional Collaboration Tools Cisco requires Reseller and/or End User to use under this SOW will be provided without additional charge for the Reseller and/or End User use solely during the provision of Services.

- j) In the event that Cisco provides Support Services as described in the SOW, such Support Services comprise technical advice assistance and guidance only and Cisco shall assume no cost or schedule liability related to such Services. Cisco is not responsible for the failure of the Support Services to meet Reseller's and/or End User's network, design, business or other requirements.
- k) Reseller/End User is responsible for any product that fails during implementation (subject to the terms of any separate agreement with Cisco).