



## SERVICE DESCRIPTION FOR INFRASTRUCTURE AS A SERVICES FOR CISCO UCM CLOUD APPLICATIONS

This document (this “Service Description”) describes the Cisco Unified Communications Manager Cloud Infrastructure as a Service (“Services”) that the Partner will purchase from Cisco for one or more end customers to support Cisco’s Unified Communications Manager Cloud (“UCM Cloud”). Appendix A to this Service Description sets forth the applicable terms and conditions governing Partner’s purchase and use of the Services. Partner’s purchase of the Services will be affected by a paper or electronic document (e.g., Service Order, Statement of Work, quote, or online order submission) signed or accepted by Cisco that details the Services purchased by Partner, such as pricing, capacity, service term, payment terms, and other commercial terms (an “Ordering Document”).

This Service Description, along with the relevant Ordering Document(s), is incorporated into the agreement between Partner and Cisco governing Partner’s provision of the Cisco services to end customers (the “Agreement”).

This Service Description is meant to be read in conjunction with the Cisco UCM Cloud Service Description, which describes the terms and conditions applicable to the UCM Cloud and is available at:

<https://www.cisco.com/c/en/us/solutions/collateral/collaboration/unified-communications-manager-cloud/salestool-c96-742547.html>. In order to purchase the Services, Partner must also purchase a UCM Cloud subscription, and the Services purchased by Partner for an end customer will be co-terminous with the term of the end customer’s UCM Cloud subscription.

Unless otherwise expressly provided, all Services will be managed remotely from Cisco’s global Network Operations Centers (NOCs) global delivery model, and all Services will be provided 24x7x365, except where noted.

### The Services

Partner may order infrastructure capacity that is hosted and managed by Cisco on which Partner will deploy Cisco applications or Cisco-approved third party applications (“Applications”) for use in conjunction with the provisioning of Cisco’s UCM Cloud to an end customer. The specific capacity purchased by Partner will be documented in a written Ordering Document between the parties.

### Capacity Options

Partner may order infrastructure capacity in increments of 1vCPU, 4GB memory, and 100GB storage, as described in the applicable Ordering Document. Any increases in capacity following an initial order will be subject to additional charges to be reflected in a subsequent Ordering Document or agreed in writing via Cisco’s change control procedure.

During the ordering process, Cisco will make available an Application Service Catalog (“Catalog”) that will list the capacity requirements for each Application. Partner is solely responsible for determining the capacity necessary to support an Application. Also, inclusion in the Catalog does not imply any certification or compatibility of any Application for use with UCM Cloud. The Catalog will be accessible from a Cisco portal.

### Responsibilities

The table below lists the responsibilities of the parties in Cisco’s provisioning, and Partner’s use, of the Services.

Cisco Responsibilities	Partner Responsibilities
<ul style="list-style-type: none"><li>Build out the required equipment based on the capacity ordered by Partner</li><li>Conduct all provisioning for the CPU, memory, and storage</li><li>Connect the VM to the relevant end customer network</li><li>Maintain infrastructure layer: physical and environmental controls.</li><li>Responsible for HW and VM layers. This includes all patches or upgrades needed to remediate any security issues.</li><li>Ensure version compatibility between VMWare and UCM Cloud CSR</li><li>Support VM failover in the event of a hardware failure</li><li>Planning and communicating the maintenance</li></ul>	<ul style="list-style-type: none"><li>Provide and maintain all Application licensing, interoperability, configuration, and management</li><li>Ensure the compatibility of any Application(s) with the UCM Cloud</li><li>Determine the capacity requirements for all Applications</li><li>Perform security scans to identify any issues.</li><li>Perform Application and OS release management, including compatibility with the UCM Cloud. This includes patches or upgrades needed to remediate any security issue.</li><li>Installation of anti-virus and intrusion protection software on all Microsoft Windows Servers</li><li>Ensure Application IP Address space is taken from</li></ul>



windows required for VMWare upgrades and other maintenance activities <ul style="list-style-type: none"> <li>• Install the OS provided by the Partner</li> </ul>	Partner-provided block <ul style="list-style-type: none"> <li>• Provide requirements and software for Cisco to perform the initial OS install, as needed</li> </ul>
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**Availability**

The Services are available in the Geographies and Locations listed in the table below. The initial Geography and Location for a particular end customer’s infrastructure will be indicated in Partner’s applicable Ordering Document. If redundancy is required, additional instances of the Services will have to be purchased for a second Location via an Ordering Document.

Geography	Location(s)**
North America	San Jose, CA
	Dallas, TX
EMEA	Amsterdam, Netherlands
	London, England
APJ	Tokyo, Japan
	Singapore

\*\*Designs for high availability and geo-redundancy are the Partner’s responsibility and are available subject to capability at a given Location.

**Limitations**

- The Services may only be used by Partner to host Applications to support its provisioning of Cisco UCM Cloud to an end customer. Partner may not use the infrastructure for any purpose not expressly described in this Service Description.
- Applications are not included in the Services and will not be managed by Cisco as part of the Services. Partner must procure and maintain all required licenses for, and perform any required installation, activation, and upgrades with respect to, Applications hosted via the Services.
- The Services will not enable Internet access for any Applications.
- Where a Partner orders 1vCPU capacity, Cisco will not oversubscribe any vCPU.

**Appendix A: General Terms and Conditions**

**1. Services Terms.**

- 1.1 **Scope of Additional Services.** Unless the Services are expressly provided for above, all other Cisco services are out of scope for this Service Description. Therefore, Cisco will work with Partner to accommodate custom service requests or custom Services (“Custom Services”). The scope and associated charges for any Custom Services will be agreed in writing between Cisco and Customer before Cisco proceeds.
- 1.2 **Cisco Partner Operations Portal (POP).** The POP will be the system of record for the Services. The POP uses cloud-based components to process Managed Component data to provide the Services. These components are hosted in a secure data center with at least one redundant system. Cisco will be responsible for maintenance of POP and tools with reasonable access and on-site assistance provided by Partner.
- 1.3 **Cisco Vulnerability Scans.** Cisco reserves the right to conduct periodic vulnerability scans on all hosted applications. If the scans identify a vulnerability that is determined to be a risk to the UCM Cloud and/or the Services Cisco will have the sole discretion to disconnect the affected application without warning.
- 1.4 **Cisco Recommendations and Changes.** If Partner fails to implement any reasonably requested Cisco recommendations or requirements, Cisco shall have no responsibility for any resulting delays, failure(s), or increased security risks with respect to the performance of the Services. In addition, if Partner’s failure to implement Cisco’s reasonable recommendations causes Cisco to incur more costs or effort to provide the Services, Cisco may charge additional charges to address such items until the recommendations are implemented.
- 1.5 **General Partner Responsibilities.** Cisco’s provisioning of the Services is dependent on Partner’s compliance with its responsibilities as listed in this Service Description or reasonably requested by Cisco. If Customer fails to perform its responsibilities or if an exclusion (listed in Section 1.6 below) applies, Cisco will be excused from performing the Services (including achieving any service level objectives) to the extent, and for the duration, that Customer fails to meet its responsibilities. In addition, Cisco reserves the right to charge Partner for expenses, costs or time incurred, caused by Partner’s or end customer’s failure to perform its responsibilities. In addition to the Partner’s and end customer’s responsibilities listed above, Partner will also be responsible, and will ensure that end customer will be



responsible, for the following:

- (a) Promptly supply Cisco with reasonably requested and necessary technical data (e.g., network diagrams, host names, IP addresses, SNMP strings, and passwords) and other similar information to allow Cisco to provide the Services.
- (b) Provide prompt, reasonable cooperation and assistance to Cisco in performance of the Services.
- (c) Back-up and protection of its own data against loss, damage, theft or destruction.
- (d) Provide Cisco and Cisco personnel prompt remote (logical) access to Partner or end customer's infrastructure, as reasonably required for Cisco to perform all elements of the Services (e.g., opening ports, changing firewall settings, providing change windows, etc.). This responsibility includes obtaining any needed internal or third party approvals or licenses.
- (e) Manage all third-party products and/or services that are not in the scope of Services, including enforcing any third-party supplier contract terms and any applicable service level agreements.
- (f) Notify Cisco in advance of any updates or changes planned in Partner's or end customer's environment.
- (g) Identify any dependencies for out-of-scope hardware, software and/or services.

1.6 **Exclusions.** Products and services that are not described in this Service Description are not part of the Services, including, but not limited to, the following examples:

- Any and all network connectivity, including, without limitation, any peering, PSTN, or MPLS circuits and cross connections
- Services or software to resolve any Incidents or Problems resulting from a third-party product or causes beyond Cisco's control unless specified otherwise in the applicable Ordering Document(s)
- Software or hardware upgrades unless expressly referenced in this Service Description or the applicable Ordering Document(s)
- Change Management or implementation with respect to equipment not managed by Cisco
- Unless provided for in an Ordering Document, providing Services onsite or in any language other than English

2 **Commercial Terms.**

2.1 **Pricing Summary.** The charges for the Services ("Charges") and payment terms will be detailed in the applicable Ordering Document. All Charges paid are non-refundable.

2.2 **Invoicing.**

- (a) If Customer has prepaid for the Services, Cisco will invoice Partner on or after the effective date described in the applicable Ordering Document (the "Effective Date").
- (b) If no invoicing terms are provided in the Ordering Documents, the Charges will be pro-rated for the number of years (and/or any portion of a year) of the term and paid annually in advance.
- (c) Cisco's rights to invoice for the charges for the Services and Partner's obligation to pay will not be affected by (i) any delays caused by Partner or end customer (or anyone acting on behalf of Partner or end customer), (ii) Partner's or end customer's failure to perform or delay in performing its obligations under this Service Description or the UCM Cloud Service Description, or (iii) Partner's failure to issue a purchase order

2.3 **Minimum Term and Minimum Charges Commitment.** The Ordering Documents will contain any minimum term or minimum Charges commitment associated with the Services.

2.4 **Term, Termination, and Renewal.**

- **Term.** The term of the Services will be provided in the Ordering Documents. Unless provided in the Ordering Documents, the Term will begin upon the Effective Date of the Ordering Document and will be co-terminous with the end customer's term for UCM Cloud.
- **Termination.** Where an Ordering Document contains a minimum commitment or contract value, if Customer terminates the Services for convenience, Cisco will invoice the remainder of contract value or minimum commitment due under the Ordering Document. If the Ordering Document does not contain a minimum commitment, Partner may not terminate the Services for convenience, even if the Agreement allows it, unless expressly provided in the Ordering Document. Rights to terminate for material breach are provided in the Agreement.
- **Renewal.** The Service will automatically renew for additional one-year terms at the same price to the extent that the Partner's order for UCM Cloud also renews, unless Cisco notifies Partner in writing at least ninety (90) days in advance of, or Partner notifies Cisco in writing at least forty-five (45) days in advance of, the expiration of the then-current term that it does not want to renew the Services.

3 **Legal Terms.**



- 3.1 **Related Documents.** This document should be read in conjunction with the following documents: (1) the Agreement; (2) any service level objectives referencing this Service Description; and (3) any Ordering Document(s).
- 3.2 **Order of Preference.** If there is a conflict between this Service Description, an Ordering Document, and the Agreement, the following priority will apply (from highest to lowest): (a) any Ordering Document, as applicable; (b) this Service Description; and (c) the Agreement.
- 3.3 **Compliance with Laws.** Cisco will comply with applicable laws, rules and regulations, including, but not limited to, all applicable export control laws and regulations. Partner will comply, and Partner will ensure that Customer will agree to comply, with all applicable laws, rules, and regulations related to the receipt and use of the Services and will obtain all approvals and licenses required by any third parties related to the Applications, Partner's or end customer's locations, systems, software, and network as are reasonably necessary for Cisco to provide the Services.
- 3.4 **License.** Cisco grants to Partner and to Partner's end customer a limited, non-transferable, non-sublicensable, internal use, license to use the executable version of the POP, any tools, and any software provided by Cisco as part of the Services (either installed on Partner's or end customer's premises or available via software as a service) only to the extent and duration reasonably required to receive the Services. There are no warranties associated with these items outside of their use as part of the Services. The use by Partner, its end customer, or any employee, contractor, or agent of Partner or its end customer of the POP, any tools, and any software provided by Cisco as part of the Services is subject to the terms of [Cisco's End User License Agreement](#). Upon expiration or termination of the Services, the license to the POP, any tools, and any software will automatically terminate. Except to the extent caused by Cisco, Partner will be responsible for any loss, theft or damage to the tools until they are returned.
- 3.5 **Security and Data Privacy Program.** Each party will, and Partner will ensure that end customer will agree to, maintain a reasonable information security and data privacy program with appropriate technical, administrative, and physical safeguards designed to prevent any (i) unauthorized access, use, distribution, or deletion of Partner's or end customer's data and (ii) compromise of the Applications or tools. More information on Cisco's security and privacy policy can be found here: <http://www.cisco.com/c/en/us/about/trust-transparency-center/data-protection.html>. If the parties do not have a mutual data protection agreement in place (or equivalent privacy and data protection terms), the following Mutual Data Protection Agreement is incorporated into this Service Description: <https://trustportal.cisco.com/c/dam/r/ctp/docs/dataprotection/cisco-master-data-protection-agreement.pdf>.
- 3.6 **Cooperation.** To the extent reasonably requested by the other party and permitted by applicable law, each party will provide reasonable assistance to, and communicate and cooperate with, the other party, as well as to any subcontractor or supplier that provides services to such other party in connection with the Services. Each party will use commercially reasonable efforts to procure all such cooperation from its own subcontractors and suppliers.
- 3.7 **Confidential Information.** The Runbook, Charges, POP, tools, and performance information are Confidential Information (as defined in the Agreement). This information may not be used for any purpose other than in connection with Partner's and end customer's use of the relevant Services provided by Cisco.
- 3.8 **Telemetry Data.** Cisco may collect data on Partner's and end customer's usage of the Services in order to maintain, improve, market, or promote the Services. In addition, Cisco may use anonymized and aggregated data on Partner's and end customer's use of the Services, Application performance (Cisco products only), and network performance ("Telemetry Data") to create or improve its products and services. Cisco will comply at all times with applicable law related to Cisco's collection and use of the data above and will use reasonable physical, technical, and procedural means to protect the Telemetry Data that contains Personal Data in accordance with the Cisco Online Privacy Statement, which is made available at <http://www.cisco.com/c/en/us/about/legal/privacy-full.html> or such other site(s) as Cisco may publicly communicate from time to time.
- 3.9 **Subcontractors.** Cisco may use subcontractors to provide services on its behalf for the purposes of providing the Services. Cisco will remain responsible for its subcontractors' compliance with the obligations under this Service Description and the Agreement as if performed by Cisco. References to Cisco in this Service Description shall include its subcontractors, as applicable.
4. **Service Level Objective.** Cisco will provide Partner with details regarding the applicable service level objective with respect to the Services, which will be reviewed by the parties in their regularly scheduled service review meetings; however, any failure by Cisco to meet any service level objective will not give rise to the issuance of any credits or refunds to Partner.