Service Description for Cisco Unified Communications Manager (UCM) Cloud Lab System

This document (this "Service Description") describes the Service features, components, and terms of the lab system Partner will purchase from Cisco for testing, application integration, and demonstration use with its end customers to support Cisco's Unified Communications Manager Cloud ("UCM Cloud") as described below (the "Lab System"). Partner's purchase of the Lab System will be affected by a paper or electronic document order signed or accepted by Cisco that includes details of the Partner's purchase, such as pricing, service term, and other commercial terms (an "Order"). This Service Description, along with the relevant Order, is incorporated into the agreement between Partner and Cisco governing Partner's provision of the Cisco cloud services to end customers (the "Agreement"). In the absence of any such Agreement, Partner's and end customer's use of the Lab System will be governed by Cisco's Universal Cloud Agreement, which is available at: https://www.cisco.com/c/en/us/about/legal/cloud-and-software/universal-cloud-agreement.html#/8/.

Summary

- Cisco will implement a Lab System for Partner to use for testing, application integration, and demonstration use for its end customers. The total number of simultaneous users on the Lab System will be limited than 250 users at a given time. The Lab System may be purchased for a minimum one-year subscription and implemented subject to a schedule agreed by Cisco and Partner.
- 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: <u>https://www.cisco.com/c/en/us/solutions/collateral/collaboration/unified-communications-manager-cloud/salestool-c96-742547.html</u>.
- Cisco's performance will be provided remotely from Cisco's global Network Operations Centers (NOCs) global delivery model, and the Lab System will be available 24x7x365, unless otherwise notified by Cisco.

Partner-Connected Lab System

Cisco will make available a single dedicated instance of UCM Cloud for use by Partner for testing, application integration, and demonstration use for its end customers. A Lab System may only be deployed in a single geographic region (e.g., U.S., EMEAR, or APAC) and will be limited to a maximum of 250 simultaneous users.

Prior to implementation of the Lab System, Partner must meet Cisco's UCM Cloud Partner certification criteria and must have successfully completed peering to the Cisco UCM Cloud in accordance with the requirements provided by Cisco. Cisco will build an instance of the UCM Cloud and be responsible for ensuring that it is ready for use by Partner as of the agreed date and for one year thereafter. Partner is responsible for all onboarding, configuration, administration, and management of the Lab System beyond Cisco's making the Lab System ready for use, including any associated costs. Partner will have access to Cisco's Partner Operations Portal, including standard tools and standard UCM Cloud support as described in the UCM Cloud Service Description. Partner is solely responsible for managing the Lab System, including providing and/or managing any associated hardware (e.g., endpoints, CPE, etc.), PSTN or any other required connectivity (including telephone numbers), and any third party applications or integrations. Partner will be the single point of contact for the end customer, and Cisco will not engage directly with any end customer as part of Partner's use of the Lab System. For the avoidance of doubt, Cisco will not provide any equipment, devices, third party applications, or integrations for use or testing as part of the Lab System.

To ensure the success of the Lab System in onboarding new end customers, prior of Partner's demonstrating the UCM Cloud instance for a particular end customer, Partner will: (a) provide Cisco with any success criteria or other objectives that the end customer will assess in determining whether to deploy a production instance of UCM Cloud in its environment; and (b) address any end customer use cases with the end customer and communicate such use cases to Cisco. Partner is responsible for managing and evaluating the end customer's use of the Lab System throughout its lifecycle. Any scale testing or other performance testing must be agreed in writing with Cisco. For the avoidance of doubt, Partner may host an end customer's users on the Lab System, but the Lab System may not be converted into a production environment for the end customer. Partner's purchase of a production environment UCM Cloud instance for an end customer will be subject to a separate purchase governed by Cisco's standard terms and conditions with respect to UCM Cloud.

Partner is solely responsible for processing any customer data, including any personally identifiable information, in accordance with applicable laws and for ensuring that any such customer data is deleted from the Lab System following an end customer's use of the Lab System.

Term

Cisco and Partner will agree to a schedule for the setup and activation of the Lab System, which will last for a period of one year. This one-year period may be renewable for additional one-year periods, subject to payment of the applicable charges. Upon the expiration of the one-year term (or any renewal term), Partner's right to use the Lab System will expire.

Additional Terms

Feedback. Partner will provide Cisco information on the performance of the Lab System, its use of the Lab System, any features that should be provided or modified, and similar information ("*Feedback*"). Cisco may freely use any Feedback (excluding any personal data or Confidential Information) Partner or any end customer provides without compensation to develop or modify the Lab System.

Errors or Failures. Partner will promptly notify Cisco of any failure, error, or other malfunction of any part of the Lab System, including any suspected or confirmed attack that Cisco does not identify.

Changes to the Lab System. Cisco may modify the Lab System at any time during the one-year term. Partner agrees to promptly implement reasonably requested changes to the Lab System with assistance from Cisco.

No Service Levels. Partner understands and agrees that the Lab System is provided without any service levels, and Partner will have no rights or remedies available for any performance failures. Partner accepts the Lab System as-is and with all faults.