

Services Statement of Work Customer - 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 Customer any warranty from such third parties. Upon request, Cisco will inform Customer/ about any applicable warranty terms and conditions of such third parties.
- b) Customer remains responsible for its own vendors and third parties providing services related to this SOW.
- c) Customer must ensure that all necessary permits, authorisations and approvals have been secured in order that Services can proceed.
- d) Customer will notify Cisco at least 30 days in advance of any proposed material change to Customer's network architecture design which may affect the Services.
- e) If Customer 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) If Customer requests or receives the personal data (or personally identifiable information) of Cisco personnel providing the Services, Customer will comply with all privacy and data protection laws applicable to that information.
- g) Customer site(s) must meet at least the minimum level of employee health and safety specifications in accordance with in-country legislation requirements. Customer 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 required prior to the commencement of any services. Customer must provide a single point of contact for any health and safety issues related to individual site(s).
- h) Customer is responsible for providing Cisco with reasonable access to the site(s) and facilities including, where applicable, computer equipment, telecom equipment, facilities and workspace. Customer shall provide proper security clearances and/or escorts as required to access the site for equipment installation. Where applicable, Customer shall ensure that the site shall be ready prior to the date scheduled for Cisco to perform the Services.
- i) Where applicable, Customer is responsible for electrical engineer(s) to cable and connect between Cisco DC powered equipment and Customer DC supplies. Customer should engage a competent electrician.
- j) Where applicable, Customer and Cisco will utilize Collaboration Tools as agreed by Customer 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 Deliverables in accordance with this SOW. The following is required for the use of Collaboration Tools:
 - i. Customer will provide the names and other pertinent information (such as e-mail account information) of resources who require authorization to access;

- ii. Customer will support the implementation of software required to use the Collaboration Tools in their environment;
- iii. Customer will download Collaboration Tools guest client(s), if applicable, if not already in possession of the applicable license

Customer agrees to immediately cease using the Collaboration Tool(s, as instructed by Cisco, upon the earlier of: (1) completion of the Services; or (2) Cisco's request to Customer to cease using the Collaboration Tool(s). Any such additional Collaboration Tools which Cisco requires Customer to use under this SOW will be provided without additional charge for Customer's use solely during the provision of Services.

- k) 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 Customer's network, design, business or other requirements
- I) Customer is responsible for any product that fails during implementation (subject to the terms of any separate agreement with Cisco).