



# Cisco SP Base Essentials

## Service Description

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# 1. Overview

## 1.1 SP Base Essentials

This document describes Cisco's SP Base Essentials service, a device level hardware technical support services offer. SP Base Essentials is offered by Cisco to Customer as a limited availability market trial.

Cisco SP Base Essentials service includes the following three options, which are separately orderable:

- Technical Assistance Center Only service
- Software Download Only service
- Hardware Replacement Only service

This market trial is offered for a one year term of access without guarantee of ability to renew service for a second term. Customer may choose to upgrade service to another service for a subsequent term in accordance with Customer's Master Services Agreement (MSA) or equivalent services agreement with Cisco.

## 1.2 Cisco Branded Service

SP Base Essentials is a Cisco Branded Service.

- **Direct Sale from Cisco.** If you have purchased these Services directly from Cisco, this document is incorporated into your MSA or equivalent services agreement with Cisco. In the event of a conflict between this Service Description and your MSA or equivalent services agreement, this Service Description shall govern. All capitalized terms not defined herein have the meaning ascribed in the MSA or equivalent services agreement executed between you and Cisco.

# 2. Cisco Responsibilities

Cisco shall provide a single chosen service described below as selected and detailed on the Purchase Order for which Cisco has been paid the appropriate fee.

## 2.1 Technical Assistance Center (TAC) Only service

Cisco TAC Only service provides:

- Technical Assistance 24 hours per day and 7 days per week with product use, and troubleshooting issues.
- TAC I response within one (1) hour to all Severity 1 and 2 calls received. For Severity 3 and 4 calls received, TAC will respond no later than the next Business Day
- TAC Only service access without ability for Customer to also purchase Software Download Only service, Hardware Replacement Only service, SP Base service, or any other device level hardware support service for the same Product under a concurrent term.
- Management of problems according to the Cisco Severity and Escalation Guideline:  
[http://www.cisco.com/web/about/doing\\_business/legal/service\\_descriptions/docs/Cisco\\_Severity\\_and\\_Escalation\\_Guidelines.pdf](http://www.cisco.com/web/about/doing_business/legal/service_descriptions/docs/Cisco_Severity_and_Escalation_Guidelines.pdf).
- Access to Cisco.com will provide Customer with helpful technical and general information on Cisco Products including access to available configuration guides. Access to Cisco.com does not include access to software

downloads; it provides workarounds and common solutions only. Please note that access restrictions identified by Cisco from time to time may apply.

## 2.2 Software Download (SD) Only service

Cisco SD Only service provides:

- Work-around solutions or patches to reported Software problems using reasonable commercial efforts. Cisco will either make a Software patch available from the Cisco Software Central ([www.cisco.com/go/software](http://www.cisco.com/go/software)) or ship a Maintenance Release to Customer for the Product experiencing the problem based on Customer's on-line order.
- Service encompassing SD Only, without ability for Customer to also access TAC or to purchase TAC Only service, Hardware Replacement Only, SP Base service, or any other device level hardware support for the same Product under a concurrent term.
- Updates where available and where Customer selects these for supported Software through Cisco.com.
- If a Feature Set Upgrade is licensed, Customer will be entitled to Updates (subject to anything to the contrary contained in this document or the Agreement) at the upgraded level for the licensed Hardware.
- Software releases and any supporting Documentation will be made available from the Cisco Software Central. Applicable supporting Documentation, if available, is limited to one copy per Software release. Customer can, however, purchase additional copies from Cisco.
- Access to Cisco.com will provide Customers with helpful technical and general information on Cisco Products as well as access to Cisco's on-line Software Center library. Please note that access restrictions identified by Cisco from time to time may apply.

## 2.3 Hardware Replacement (HW) Only service.

Where available, Cisco shall provide the following HW Only service as selected and detailed on the Purchase Order for which Cisco has been paid the appropriate fee.

- Cisco will provide HW Only service access without ability for Customer to also purchase TAC Only service, SD Only service, SP Base service, or any other device level hardware support service for the same Product under a concurrent term.
- Cisco HW Only Service is supported by Return to Factory (RTF) service whereby Customer returns failed Hardware to Cisco for replacement. Cisco will use commercially reasonable efforts to ship the replacement Hardware within forty-five (45) business days after receipt from Customer.
- Cisco requires that proper troubleshooting be performed by Customer when a Return Material Authorization (RMA) for HW Only service is being requested, and will provide Customer with the on-line instructions for completing its automated troubleshooting requirements.
- Please note that destination country importation, compliance with US export controls and customs processes may condition actual delivery times. RTF options to and from the European Union will be shipped Delivered Duty Paid (DDP) (Incoterms 2010). All other RTF will be shipped Delivered At Place (DAP) (Incoterms 2010), exclusive of any import duties, taxes and fees, where applicable. All RTF options will be shipped using Cisco's preferred carrier, freight prepaid by Cisco. Requests for alternate carriers will be at Customer's expense.
- Cisco shall use commercially reasonable efforts to provide Customer with Hardware replacement services where available.

## 2.4 Service Limitations

Customer expressly understands:

- TAC Only service includes TAC access. It does not include access to software downloads or hardware replacement. TAC Only service does not include Smart Portal Access, Collection Software, Return to Factory (RTF) Service or RMA Service.
- The TAC Only offer does not include TAC provided configuration support. Product configuration guides are available only on Cisco.com.
- The TAC Only offer does not include root cause analysis.
- SD Only service includes software downloads. It does not include TAC access or hardware replacement. SD Only does not include Smart Portal Access, Collection Software, Return to Factory (RTF) Service or RMA Service.
- HW Only includes hardware replacement, it does not include TAC access, or software downloads. HW Only does not include Smart Portal Access or Collection Software.
- SP Base Essentials described services can only be sold as stand-alone services. TAC Only service, SD Only service, and HW Only service can only be purchased individually, and two or more of these services cannot be purchased on the same device, at the same time, or with concurrent terms.
- Services described herein, being device level hardware support services, can only be purchased or used to service the specific serial number identified device.

# 3. Customer Responsibilities

## 3.1 Customer Responsibilities

Cisco assumes that Customer will:

- Provide a priority level as described in the Cisco Severity and Escalation Guideline for all the calls Customer places.
- Provide, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Cisco TAC engineer and systems passwords so that problems may be diagnosed and, when applicable, where possible, corrected remotely.
- Provide thirty (30) days' Notice to Cisco of any requested addition(s) to Customer's Equipment List.
- Notify Cisco, using Cisco.com, of Product on the Equipment List which Customer has moved to a new location within thirty (30) days of such relocation. Please be aware that the Services will be provided to Customer beginning thirty (30) days after receipt of Customer's notification. Cisco will also need Customer to notify Cisco of any modification to the Product including upgrades or changes to FRUs not in the original configuration within five (5) days of such modification. Failure to provide notice as required in this section may impact Cisco's ability to provide services for such moved or modified Products.
- Provide valid and applicable serial numbers for all Product problems and issues reported to Cisco where Customer is seeking information in connection with Product use or requesting HW Only service. .
- In the case of HW Only service, the Hardware with the RMA authorized serial number must be received by Cisco within sixty (60) days of the HW Only RMA being issued and Customer is responsible for delivering at its expense,

the failed Hardware to Cisco's facility safely packaged and undamaged. Proper packaging of the returned parts must include a description of the failure and the written specifications of any changes or alterations made.

- Provide current shipment contact information as follows: contact name, title, address, telephone number, e-mail address, and fax number. Cisco may also require Customer to provide additional information in the form of location of the Product, city location details and zip code.
- Customer must perform proper troubleshooting when requesting HW Only service by following the automated online troubleshooting procedures that Cisco will provide.
- Should an un-authorized serial number be returned to Cisco by Customer that is not on the RMA issued, the un-authorized serial number Product will be shipped back to Customer at Customer's expense and the HW Only service request will be placed on-hold.
- When requested, provide Cisco with a list of all personnel that Customer has authorized to contact Cisco or access Cisco.com for Services and to download Software from Cisco.com when applicable or ordered via Cisco's PUT. Customer is responsible for reviewing the list on an annual basis and adding or removing personnel as necessary.
- Use the latest release of Software, where Cisco advises Customer that this will correct a reported Software problem.
- Packages for replacement in accordance with this subsection shall be shipped by customer Delivered at Place (DAP) (Incoterms 2010), including any applicable import duties, taxes and fees; however, customers under a current service maintenance contract for the replacement hardware or participating in Cisco's Trade In program may be able to schedule a pickup of authorized returns at no additional charge using Cisco's Product Online Web Returns (POWR) tool located at [www.cisco.com](http://www.cisco.com).
- Defective parts that cannot be returned due to data security may be eligible for destruction. Customer must receive prior written approval from Cisco using the authorized Asset Destruction Approval request form and agree to financial implications of destruction in accordance with Cisco's Statement of Policy Regarding the Removal of Data on Cisco Equipment located at:  
[www.cisco.com/en/US/prod/policy\\_regarding\\_the\\_removal\\_of\\_data\\_on\\_cisco\\_equipment.pdf](http://www.cisco.com/en/US/prod/policy_regarding_the_removal_of_data_on_cisco_equipment.pdf)
- Customer should review receipt notification to confirm the failed Hardware and quantity of product received by Cisco.
- Provide TFTP (Telnet File Transfer Protocol) capabilities or internet access for the purpose of downloading Software images by Cisco's onsite personnel.
- Cisco has no obligation to provide services beyond the scope of the SP Base Essentials service. If additional out of scope services are requested in conjunction with a Service Request opened under SP Base Essentials, Customer must purchase the appropriate additional level of support to be entitled to such additional services.