

Glossary of Terms

Additional Services means installation of new Hardware, system additions, Hardware upgrades, dispatch of a field engineer, or non-mandatory engineering changes.

Advance Replacement means shipment of new or equivalent to new, in Cisco's sole discretion, replacement Field-Replaceable Unit (FRU) before receiving failed FRU.

Advanced Services means the services set forth in the AS Service Description(s) found at <http://www.cisco.com/go/servicedescriptions> and/or SOW(s) selected by the Customer. Advanced Services does not include Cisco's core maintenance services, such as Smartnet or Software Application Services, nor does it apply to the purchase, support or maintenance of any Products.

Advanced Services Engineer means the Cisco engineer appointed to be the main point of contact for Advanced Services.

Application Software means non-resident or standalone Software Products listed on the Price List or in the Cisco cloud that include but are not limited to Cisco Systems® Network management Software, security Software, IP telephony Software, Internet appliance Software, Cisco® Intelligent Contact Management Software, IP Contact Center Software, and Cisco Customer Interaction Suite Software.

AS Service Descriptions mean the description of the Advanced Services available from Cisco, which are available at <http://www.cisco.com/go/servicedescriptions>.

Authorized Channel means a system integrator, distributor or reseller authorized by Cisco to sell Services.

Business Days means the generally accepted days of operation per week within the relevant region where the Services shall be performed, excluding local holidays as observed by Cisco.

Cisco.com (<http://www.cisco.com>) is the Cisco Website for its suite of online services and information.

Confidential Information means proprietary and confidential information received by Cisco or Customer in connection with the Agreement and their relationship. Such Confidential Information may include, but is not limited to, trade secrets,

know how, inventions, techniques, processes, programs, schematics, software source documents, data, customer lists, financial information, and sales and marketing plans or information which the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party, as well as, in the case of Cisco, any information posted on Cisco.com.

Customer or End User means the entity purchasing Services for its own internal use either directly or through an Authorized Channel.

Data Collection Tools means Hardware and/or Software tools that support Cisco's ability to provide troubleshooting on cases, data analysis, and report generation capabilities as part of the Services.

Deliverable(s) means, with respect to each AS Service Description and/or SOW, the items to be delivered by Cisco as set forth in an applicable AS Service Description and/or SOW, including without limitation any Software, Reports, Data Collection Tools, and/or Scripts.

Depot Time or Local Time means Central European Time for Services provided in Europe-Middle-East and Africa, Australia's Eastern Standard Time for Services provided in Australia, Japan's Standard Time for Services provided in Japan and Pacific Standard Time Services provided in all other locations.

Device Type means a Cisco supported Hardware Product (for example, Cisco Catalyst® 6509 Switch, GSR 12000 and Cisco 7200 Series Router).

Documentation means user manuals, training materials, Product descriptions and specifications, technical manuals, license agreements, supporting materials and other information relating to Products or Services offered by Cisco, whether distributed in print, electronic, CD-ROM or video format.

Equipment List means the list of Hardware and/or Software for which Cisco provides services.

Event means notification by Customer of its performance of a planned Network Hardware, Software, or configuration change.

Feature Set Upgrade means a separately licensed and priced Software release that contains an enhanced configuration or feature set.

Field-replaceable Unit (FRU) or Service Part means any component or subassembly of an item or unit of Hardware that is new or equivalent to new, in Cisco's sole discretion, and that reasonably can be replaced at Customer's location. FRUs also may be subject to size and weight limitations.

First Level Support or Level 1 means the ability to provide general information on Cisco products, software and solutions; provide assistance with problems uncovered during Hardware and Software configuration, install and upgrade for Products and technologies; identify and resolve obvious Hardware problems; identify and resolve known problems through available documentation; provide basic internetworking troubleshooting expertise; provide basic support on standard Software protocols and features; collect network traces and diagnostic data; provide regular status reports to the Customer; perform simple problem determination and collect relevant technical information; assist with billing and subscription management; provide phone support for cloud setup and configuration support; help resolve Customer "how to" questions; provide attendee and Customer support related to user level device set up.

Four-hour Response means:

- For Advance Replacement Service, the four-hour time period commences upon the Cisco problem diagnosis and determination that a FRU is required and ends when the FRU is delivered onsite.
- For onsite service, the four-hour time period commences upon the Cisco problem diagnosis and determination that remedial onsite service is required and ends when Cisco personnel arrive onsite.

Hardware means tangible Cisco equipment, devices, or components made available.

Intellectual Property means any and all tangible and intangible: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms and other industrial property rights, (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions,

continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

Level 0 Support means the ability to log Customer interactions, assign to proper resource team, document symptoms, affected Hardware, and Software; verify service entitlement and severity level; provide initial problem categorization and business impact; answer general questions using pre-scripted text; direct Customers to self-help tools or documentation; notify Customer of known outages or service level impacts; direct Customers to status pages; help Customers through common known usage level issues; address Customer "how to" questions; provide attendee support for common know usage problems; and address issues solved by known documented process.

Maintenance Release means an incremental Software release that provides maintenance fixes and may provide additional Software functions. Cisco designates Maintenance Releases as a change in the digits to the right of the tenths digit or of the hundredths digit of the Software version number [x.x.(x) or x.x.x.(x)].

Major Release means a release of Software that provides additional software functions. Cisco designates Major Releases as a change in the ones digit of the Software version number [(x).x.x].

Master Agreement means, for purposes of Cisco's Service Descriptions:

- **If you purchased the Services subject to the Service Description directly from Cisco for Internal Use:** Master Services Agreement, Advanced Services Agreement, or other equivalent agreement applicable to the purchase of the Services with Cisco. If no Master Agreement exists, then the Terms & Conditions Agreement posted at http://www.cisco.com/web/about/doing_business/legal/terms_conditions.html apply.
- **If you are an Authorized Cisco Reseller and purchased the Services subject to the Service Description directly from Cisco for Resale Purposes:** Systems Integrator Agreement or equivalent agreement applicable to the Resale of the Services (also referred to as a "Master Resale Agreement"). If your Master Resale Agreement does not contain terms applicable to the purchase the Services, then the Master Resale Agreement plus the SOW Resale Terms & Conditions Agreement posted at http://www.cisco.com/web/about/doing_business/legal/terms_conditions.html apply.

[ss/legal/terms_conditions.html](#) apply and this Service Description is deemed a Statement of Work under those terms and conditions.

Minor Release means an incremental release of Software that provides maintenance fixes and additional Software functions. Cisco designates Minor releases as a change in the tenths digit of the Software version number [x.(x).x].

Network or Environment means a set of interconnected and interworking Cisco supported Hardware and Software that is implemented, operated, and supported by Customer.

Network Infrastructure means your core transport and aggregation Network technology (for example, metro optical, ATM/Frame Relay, IP core and Cisco security devices including, but not limited to, Firewall, IDS and VPN3000).

Network Infrastructure Size means the total value of Products in Customer's Network based on the global list price of the Products that Customer has purchased.

Non-Genuine Products are any and all products: (i) to which a Cisco Partner logo, Cisco trademark, service mark or any other Cisco mark has been affixed without Cisco's express written consent; (ii) that have not been manufactured by Cisco or by a licensed manufacturer of Cisco; (iii) are produced with the intent to counterfeit or imitate a genuine Cisco Product, or (iv) where any form of copyright notice, trademark, logo, confidentiality notice, serial number or other product identifier have been removed, altered, or destroyed.

On Site means the Services are to be performed at a Customer location ("Site").

Open Source means any third-party software, which is commercially available from an open source provider or considered as a "hardened release", having been tested and offered by commercial providers identified by and including Cisco, and is certified on the Cisco Hardware and Software Interoperability Matrix.

Price List means the price list for services applicable in the country where the Services are ordered or delivered.

Product means Cisco Hardware and Software products that are made generally available.

Purchase Order or PO means a written or electronic order to Cisco for the Services to be provided by Cisco under the Agreement.

Remedial Hardware Maintenance means diagnosis and onsite replacement of Hardware components with FRUs.

Remote means the Services are to be performed from a Cisco location.

Reports means reports, recommendations, network configuration diagrams, and related non-Software Deliverables provided by Cisco pursuant to the Agreement.

RMA means Return Material Authorization.

Scripts means software scripts, macros and batch files provided by Cisco pursuant to the Agreement.

Second Level Support or Level 2 means the ability to resolve complex configuration problems and simulations (i.e., recreates); resolve of Hardware or Software problems; identify Product defects; define action plan for troubleshooting/resolution; prioritize problem based on business impact; identify resources needed for a temporary and/or permanent solution based on priority; provide expertise in Cisco and third-party analysis tools; provide expertise in trace analysis, diagnostics and data analytics techniques; test interoperability of Software and Hardware prior to deployment in production; test in lab before deployment of possible fix; identify and implement workarounds or alternate options; and provide contact with complete steps to reproduce a problem in event of escalation to Third Level Support.

Services means one or more of the Cisco services options selected by the Authorized Channel or Customer, as applicable.

Signature File means a file comprised of a package of network signatures which is intended to provide an update to the signature database resident in a Cisco Product having Intrusion Detection System or Intrusion Prevention System (IDS/IPS) functionality. This signature data base is used by the IDS/IPS product to compare network traffic against data patterns within the Signature File library. The IDS/IPS uses this comparison to detect suspected malicious network traffic behavior. The Signature File therefore, once installed in an IDS/IPS product, becomes the signature database that the Product uses to detect suspicious behavior.

Signature File Notification means to notification to Customer by Cisco.com posting, by e-mail or other web based tools that a new Signature File(s) are available to download.

Software means the software programs provided by Cisco, including any copies, Updates, upgrades, modifications, enhancements, and any derivative works thereof.

Software Track means a unique set of Hardware feature combinations (e.g., unique device function, Network layer, geography, Hardware platform, features, module requirements, stability requirements, risk) that could potentially be addressed by a single Software release.

Standard Business Hours means, as applicable: (i) 8:00 AM to 5:00 PM, Depot Time, on Business Days, for replacement of failed Products, (ii) 8:00 AM to 5:00 PM, Local Time at the location of the respective Cisco TAC, on Business Days, for case handling of TAC calls, or (iii) 8:00 AM to 5:00 PM (9:00 AM to 5:30 PM for Europe and Emerging Markets) local time, on Business Days within the relevant region where the Advanced Services shall be performed.

Statement of Work or SOW means the documents agreed upon by the parties that define the Services and Deliverables, if any, to be provided by Cisco.

TAC means the Cisco Technical Assistance Center.

Technical Support Services means Services that provide both essential proactive and reactive operation and maintenance support Services identified as Technical Support Services at <http://www.cisco.com/go/servicedescriptions>.

Technology Application means specific technologies including, but not limited to, content networking, broadband, and IP telephony that do not operate at the Network Infrastructure level.

Third Level Support or Level 3 means ability to identify and resolve unknown problems; identify and implement workarounds for products and complex solutions that require a demonstrate specialized expertise level beyond Level 1 Support and Level 2 Support; reproduce issues with complex lab simulations; be the interface with Product and/or Software development engineering support; identify interoperability issues that may be caused by 3rd party software/hardware.

Third Party Products means third party hardware and/or software, and all upgrades/updates thereto, that are designated by Cisco as required for:

(i) The operation of Application Software in conformance with Cisco applicable Application Software Documentation; and

(ii) Cisco support of the Application Software.

Transactional Advanced Services means the project related or consultancy Services sold under a Statement of Work.

Two-hour Response means:

- For Advance Replacement, the two-hour time period commencing with Cisco's problem diagnosis and determination that a FRU is required and ending when the FRU is delivered onsite.
- For onsite service, the two-hour time period commencing with our problem diagnosis and determination that remedial onsite service is required and ending when Cisco personnel arrive onsite.

Update means Cisco Software Maintenance Releases, Minor Releases and Major Releases containing the same configuration or feature set as originally acquired, unless the Customer has upgraded the applicable Hardware or Software to a configuration or feature set other than what was originally acquired, and the applicable license fee for that upgrade has been paid. Updates do not include Feature Set Upgrades.