



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 or defective 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 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 Product information (pre-sales and post-sales), Hardware and Software configuration, installation, and Update and Feature Set Upgrade support; perform base problem determination and collect relevant technical information; filter non-technical problems from technical problems; resolve obvious Hardware problems, resolve known problems (through documentation available on Cisco.com) or other local resources, provide basic internetworking troubleshooting expertise; provide basic support on the standard Software protocols and features; collect captured network traces and diagnostic data, provide regular problem resolution status reports to the End User; and maintain knowledge of the End User's network.

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).

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].

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 means the ability to resolve the majority of complex configuration problems by troubleshooting and simulation (i.e., recreates); resolution of most Hardware, and Software problems; determination of

Product specification defects; provision of lab simulation and problem replication; perform interoperability and compatibility testing for new Software and Hardware releases prior to being deployed into production network; definition of an action plan for troubleshooting/resolution; provision of advanced support on all Software protocols and features; use external analyzing tools when appropriate; analyze traces and diagnostic data when appropriate; generate workarounds for Hardware and Software bugs (where present or alternate functionalities allow it) and troubleshooting bugs that were not diagnosed or resolved during First Level Support; 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 means the ability to resolve unknown problems such as problems reported to TAC for the first time in which no documentation exists for the problem on Cisco.com or any other format; resolve problems associated with an identified bug that is not yet published on Cisco.com; generate workarounds for Hardware and Software bugs and troubleshooting bugs that require a specialized expertise level beyond First or Second Level Support; issue reproduction with complex lab simulations; provide or interface with Product and/or Software development engineering support for resolution of Product defects; and 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.