



Service Description of Technical Knowledge Library

This document describes Cisco's Technical Knowledge Library Services which you the "End-User" have purchased (and Cisco will be providing) either directly from Cisco or through a Cisco Authorized Channel. All capitalized terms have the same meaning as defined in the Glossary of Terms (below). This document is for description purposes only. It is not a contract and does not create any rights or obligation for you or for Cisco. The contract, if any, governing the provision of Cisco Services shall be either: (a) the one signed by you and Cisco if you are purchasing the services directly from Cisco or (b) the one between you and the Cisco Authorized Channel.

Cisco's Responsibilities:

- Make the Content available to the number of Authorized Viewers, including providing access to the following:

<p>Multimedia Clips:</p> <ul style="list-style-type: none"> -VoD/AoD technical talks -Service deliverables archive -- customer-specific/account-specific content -onBusiness Network content (video, audio)
<p>Sidebar Content:</p> <ul style="list-style-type: none"> -White Papers -Case Studies -Design Guides -Configuration Guides -Troubleshooting Guides -Training Documents -Deployment Guides -Online textbooks and/or manuals -Video and audio clips (different from the Multimedia Clips)
<p>onBusiness Content</p>
<p>Bumper Clips</p>

- Ship, assist with installation of (if requested by Customer), configure and test the Cisco Content Engine prior to use during the Term. Customer is responsible for installation of the Cisco Content Engine, power and surge protection, security, network connection, IP address assignment and any required firewall or Access Control List changes required on Customer's network in order for the Services

to be provided by Cisco and to provide Cisco with the necessary remote access to Cisco equipment.

- Provide a training session to Customer point(s) of contact.
- Hold a "Demo Day" to train and demonstrate the tool for Customer's Authorized Viewers.
- Host Content and provide preventative maintenance in accordance with Cisco's normal maintenance schedules and procedures. Cisco may offer additional hosting and/or maintenance services for an additional charge.
- Troubleshoot issues submitted to Cisco through provided e-mail alias: askt_support@cisco.com.
- Provide Customer such technical assistance as Cisco may deem necessary to properly provide the Services.
- **Updated Content.** Cisco may revise, update and/or remove previously-released Multimedia Clips and/or Sidebar Content ("Updated Content"). Cisco will make any Updated Content available to Customer as a part of the Services. The Updated Content will exclude the previously-released Multimedia Clips and Sidebar Content (where applicable) that the Updated Content was intended to supersede. Customer should discontinue any use of the superceded Multimedia Clips and/or Sidebar Content.

Customer's Responsibilities:

- Provide current shipment contact information as follows: contact name, title, address, telephone number, e-mail address and fax number for purposes of delivery of the Cisco Content Engine(s).
- Provide Cisco physical and remote access to the Cisco Content Engines(s) and all related hardware, as reasonably requested by Cisco, to provide, support and maintain the Services.
- Install and remove the Cisco Content Engine.
- Notify Cisco of any technical support requests or troubleshooting issues related to the Services by sending Cisco an e-mail to: askt_support@cisco.com.

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GLOSSARY OF TERMS

The following definition shall apply:

“**Authorized Viewer**” means either (i) an employee of Customer or (ii) an independent contractor of Customer performing services for Customer’s benefit who is authorized by Customer to use the Services.



“**Bumper Clip**” means a short multimedia video and/or audio segment containing an ‘onBusiness Network’ logo or other branding sequence, which is intended to be viewed immediately before and/or after a Multimedia Clip.

“**Content**” means the content hosted on Cisco Content Engines as part of the Services for which Customer shall gain access as part of the Services, including Sidebar Content (defined below). All Content shall be considered Cisco Confidential Information.

“**Cisco Content Engine**” means the Hardware and embedded Cisco Software provided to Customer as part of the Services.

“**Intellectual Property Rights**” means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trade secret rights; (c) patent and industrial property rights; (d) trademark and trade name rights and similar rights; (e) other proprietary rights in intellectual property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.

“**Internal Use Purposes**” means use of the Services for the sole purpose of permitting Authorized Viewers to view the Content, provided that all such viewing is solely intended to further Customer’s internal communications, training, education, or administrative objectives. Notwithstanding

anything to the contrary in this Exhibit, “Internal Use Purposes” expressly excludes (i) the licensing, copying, transferring, or distributing of any element of the Services; (ii) displaying of any element of the Content to any persons other than Authorized Viewers, and Customer will not permit or enable any other persons to view any element of the Content; (iii) modifying, altering, abbreviating, or editing of any element of the Services unless expressly permitted by Cisco or its suppliers or licensors; (iv) the incorporation of any element of the Services into any product or service of Customer or creating a derivative work based upon the Services; and (v) using any element of the Services in any manner other than as expressly authorized under this Exhibit.

“**Multimedia Clip**” means a discrete multimedia video or audio segment, in digital format, that is intended to be viewed from start to finish without interruption.

“**onBusiness Content**” means Content which is associated with the ‘onBusiness Network’ brand.

“**Sidebar Content**” means supplemental meta-content or meta-data associated with each Multimedia Clip, setting forth indexing information about the pertinent Multimedia Clip, such as its title, running time, a descriptive summary of its content, and its category or classification. Sidebar Content also means any viewable, downloadable or streamed content that may be accessed in connection with a Multimedia Clip or any Cisco-provided standalone content, including but not limited to transcripts, text files, pictures, directories, guides, video and/or audio files, and any other data, provided by Cisco pursuant to this Exhibit, but excluding Multimedia Clips and Bumper Clips.

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