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# Services Subcontractor Statement of Work 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.

* 1. Unless otherwise agreed, Subcontractor will provide Services during Standard Business Hours, which means 8:00am to 5:00pm local time, on Business Days. 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.
  2. Subcontractor will ensure that its personnel possess the appropriate skills, competence and experience to perform and undertake the Services. Subcontractor will not charge Cisco for any time spent by Subcontractor in ensuring that its personnel have received the appropriate training required to enable Subcontractor fulfill their obligations under this SOW.
  3. In the event that the personnel Subcontractor provided are unsuitable and Cisco requires Subcontractor replace such personnel, the Subcontractor will not charge to Cisco for the hours worked by the unsuitable personnel or for any costs to replace the personnel.
  4. If during the term of the SOW, for any reason, the Subcontractor wishes to replace any personnel providing the Services, Subcontractor shall give Cisco a minimum of four (4) weeks  written notice. The replacement must have equivalent experience and expertise. Subcontractor will not charge Cisco for any costs incurred associated with the replacement of such personnel. Subcontractor will not invoice Cisco for any time spent by Subcontractor to fully acquaint the replacement resource with the scope of the Services.
  5. Subcontractor and its personnel are consultants to Cisco and nothing in this SOW renders the personnel an employee, worker, agent or partner of Cisco. The Subcontractor will ensure that it and its personnel will not represent themselves as such.

**Note: The following clauses apply only where SERVICES are delivered to Cisco in the EMEAR and APJC regions:**

* 1. The Subcontractor shall be fully responsible for and shall indemnify Cisco or any Cisco Company for and in respect of:
     1. any income tax, National Insurance and Social Security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law. The Subcontractor shall further indemnify Cisco against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Cisco in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of Cisco’s negligence or willful default;
     2. any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by any Subcontractor resource against Cisco arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of Cisco.
  2. Cisco may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Subcontractor