# cisco.

## Service Description of Cisco Software Support for SP Video Service

This document describes Cisco's Software Support for SP Video Service which is a Video System Software service covering specific Software within a Customer's System.

**Related Documents**: This document should be read in conjunction with the following documents also posted at <u>www.cisco.com/go/servicedescriptions/</u>: (1) Glossary of Terms; (2) List of Services Not Covered; and (3) Severity and Escalation Guidelines. All capitalized terms in this description have the meaning ascribed to them in the Glossary of Terms.

**Direct Sale from Cisco.** If you have purchased this Service directly from Cisco, this document is incorporated into your Master Services Agreement (MSA) or equivalent services agreement executed between you and Cisco. If not already covered in your MSA or equivalent services agreement, this document should be read in conjunction with the Related Documents identified above. In the event of a conflict between this Service Description and your MSA or equivalent services agreement, this Service Description shall govern.

Sale via Cisco-Authorized Reseller. If you have purchased these Services through a Cisco-Authorized Reseller, this document is for description purposes only; is not a contract between you and Cisco. The contract, if any, governing the provision of this Service will be the one between you and your Cisco Authorized Reseller. Your Cisco Authorized Reseller should provide this document to you, or you can obtain a copy of this and other Cisco service descriptions at www.cisco.com/go/servicedescriptions/.

Cisco will provide a quote ("Quote") for Software Support for SP Video Service that sets forth the pricing, the Customer site/location for which the Service will be provided, and the duration that Cisco will provide the Service. Upon receipt and acceptance of a Purchase Order that references the Quote number and appropriate payment to Cisco, Cisco will provide the Software Support for SP Video (the "Service" or "Services") described below. Changes in the Customer's System and number of active devices may require a pricing adjustment.

All capitalized terms not defined in the Glossary of Terms set forth above or the Supplemental Glossary of Terms at the end of this document have the meaning ascribed in the MSA or equivalent services agreement executed between you and Cisco.

### Software Support for SP Video Service

#### **Cisco Responsibilities:**

- Provide Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week including telephone technical assistance for problem analysis and resolution, as well as Video System Software maintenance.
- Manage and escalate problems according to the Cisco Severity and Escalation Guidelines.
- Access to Cisco.com. This system provides Customer 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.
- Work-around solutions or patches to reported Video System Software problems using reasonable commercial efforts. For a Video System Software patch, a Maintenance Release for the Video System Software experiencing the problem will be provided as follows: (a) download from Cisco.com (as available) or (b) shipment of Video System Software on media such as CDROM using a nominated carrier. Requests for alternative carriers will be at Customer's expense.
- Minor and Maintenance Releases. The Video System Software releases and supporting Documentation will be made available from the Cisco.com Software Center (http://www.cisco.com/go/software) or on physical media such as CDROM. Applicable supporting documentation, if available, is on Cisco.com and is limited to one copy per release. Additional copies may be purchased.

#### **Customer Responsibilities:**

The provision of the Service assumes the Customer will:

 Provide Cisco with a valid and applicable Cisco service contract number for the Service upon opening a case with TAC. In the event that Customer is unable to provide a valid and applicable service contract number and Cisco agrees to provide Services, Cisco will charge our then-current time and materials or non-contract service rates. Customer is responsible for ensuring that all calls made by Customer to Cisco's TAC are from Customer callers that are authorized and approved by Customer to request and receive such Services.

- Maintain and make available to Cisco a virtual private network ("VPN") acceptable to Cisco that shall be used only for purposes of allowing Cisco to access the System for remote maintenance and support. Customer shall make arrangements for, and shall bear the cost of, the installation and maintenance of the VPN as necessary to keep the VPN in operation and in compliance with Cisco requirements. Customer shall be responsible for all costs in connection with the provision of the VPN.
- Provide a System report to Cisco for each supported site location, indicating the number of subscribers, number and types of set-top boxes in service at each such site and any other applicable information by the fifteenth (15<sup>th</sup>) day of the first month of each calendar quarter. The information provided will be used to calculate any Service price adjustments based on the pricing model stipulated in the Quote or other documentation provided by Cisco. Should Customer fail to provide such report by the fifteenth (15<sup>th</sup>) day, Cisco shall use incremental shipment data to calculate any Service price adjustments. This reporting requirement does not apply to Lab Systems.
- Make all reasonable efforts to isolate the Video System Software problem prior to requesting support from Cisco.
- Maintain a log including the current failure symptoms of each Product supported under the Service. Such information shall be provided to Cisco upon request.
- Update to the latest Video System Software release and latest third-party software release, if required by Cisco to correct a reported Video System Software problem.
- Make one archival copy of the Video System Software for safekeeping and to constitute a backup copy in the event the installed Video System Software is damaged or destroyed.
- Maintain a daily backup of the DNCS/ISDP database and hard disk elements. The latest backup must be made available upon request by Cisco. Customer must keep at least one month of back-up media at all times.
- Comply with requirements outlined in the applicable Cisco product Documentation, including but not limited to environmental recommendations, cabling, etc. Also, Customer shall not operate any software on the Cisco-provided products other than software which has been supplied or certified by Cisco. The use of non-Cisco or non-approved software on such systems may terminate coverage of the Products under this Service.
- Provide thirty (30) days Notice to Cisco of any requested addition(s) to Customer's System and/or

relocation of Products. Additionally, Customer shall provide Notice to Cisco of any modification to the Product and configuration including upgrades or changes to hardware not in the original configuration within five (5) days of such modification.

- Provide valid and applicable serial numbers for all Products for which problems or issues are reported to Cisco or where Customer is seeking information in connection with Product use. Cisco may also require Customer to provide additional information in the form of location of Product, city location details and zip code.
- Pay all engineering time, travel, and out-of-pocket expenses if Customer requests performance of onsite Services or Services outside the scope of the Service described in this document.
- Customer acknowledges and agrees that Cisco shall be free to use and disclose any techniques, concepts, or ideas embodied, developed or learned by Cisco and its personnel in the course of rendering Services.

#### Supplemental Glossary of Terms

**"Lab System"** shall mean a Cisco Digital Broadband Delivery System or Internet Protocol Television Service Delivery Platform system that is used for internal testing or application development, and is limited in size to typically no more than 250 set-tops, cable cards or other applicable devices.

**"System"** shall mean the Cisco Digital Broadband Delivery System or Internet Protocol Television Service Delivery Platform, as applicable.

**"Video System Software"** means the Cisco Software supported under this Service identified below and excluding third-party software:

- Explorer Controller Release
- Explorer Control Suite Release
- Digital Network Control System (DNCS) System Release
- Regional Network Control System (RNCS) System Release
- International Digital Network Control System (iDNCS) System Release
- IPTV Service Delivery Platform System Release
- Transaction Encryption Device PowerKey software
- Video Delivery Software (QPSK, QAM)
- DCM (Digital Content Manager)
- RF Gateway
- RCAS Server Software
- Netcrypt Software
- DTAC Server Software
- ROSA SIM
- SI Manager
- PCG Server (Powerkey Conditional Gateway)

CISCO CONFIDENTIAL