



Service Description of Cisco Software and Support Subscription

This document describes Cisco Software and Support Subscription.

Related Documents: This document should be read in conjunction with the following documents also posted at www.cisco.com/go/servicedescriptions/: (1) Glossary of Terms and (2) List of Services Not Covered. 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 these Services directly from Cisco, this document is incorporated into your Master Services Agreement (MSA), Advanced Services Agreement (ASA), or equivalent services agreement executed between you and Cisco. In the event of a conflict between this Service Description and your MSA, 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 Software and Support Subscription

Cisco's Responsibilities:

- Provide twenty-four (24) hours per day, seven (7) days per week access to Cisco's Small Business Support Center by telephone for information related to Product use, configuration and troubleshooting.
- Generate work-around solutions to reported Software or anti-spam and anti-virus signatures, files, and filters problems or implement a patch to the Software or anti-spam and anti-virus signatures, files, and filters using reasonable commercial efforts.
- Provide Update(s) where available, for anti-spam and anti-virus filters, signatures and Software supported herein. Such Updates are limited to Software releases that have been validly licensed and paid for on each applicable Hardware platform. These Updates will be downloaded by the Product.
- If a Feature Set Upgrade is licensed, with a valid support contract, Customer shall be entitled to Updates at the upgraded level for such licensed Hardware.
- Provide access to Cisco.com. This system provides Customer with technical and general information on Cisco Products and may be subject to access restrictions as identified by Cisco from time to time.
- Advance Replacement Services
 - Use commercially reasonable efforts to provide the following Advance Replacement Services, where available, for Product detailed. Advance Replacement Services are subject to geographic and weight limit restrictions. Advance Replacement Services may not be available for Hardware cabinetry or chassis over 50 lbs (23kg) or 6 ft (2m). Customer can view the availability options for specific locations by accessing Cisco's Services Availability Matrix tool on Cisco.com at: <http://tools.cisco.com/apidc/sam/search.do>. Destination country importation, Customer compliance with U.S. export controls and customs processes may condition delivery times. Advance Replacements will be shipped DDU (delivery duty unpaid) using Cisco's preferred carrier, freight prepaid by Cisco, excluding import duties, taxes and fees, where applicable. Requests for alternate carriers will be at Customer's expense. Chassis and line card Advance Replacement Service must be at the same level of coverage. FRUs will be shipped separately and Cisco will not ship FRUs pre-assembled. Advance Replacements will be either new or equivalent to new at Cisco's discretion.
 - **8x5xNext Business Day:** An Advance Replacement will ship the same day to arrive the next business day provided both the call and Cisco's diagnosis and determination of the failed hardware has been made before 3:00 p.m., local time. For requests after 3:00 p.m., local time, the Advance Replacement will ship the next business day.
 - Advance Replacement Service may begin up to sixty (60) days following the date Cisco receives Product registration from the appliance.
- Third Party Providers. Cisco reserves the right to subcontract Services to a third party organization to provide Services to Customer.

Customer's Responsibilities:

- Provide reasonable access to the Product through the Internet or via modem such that problems may be diagnosed and corrected remotely. Customer shall also make available to Cisco current system passwords as necessary to enable Cisco to provide such remote diagnosis and support.
- Use the latest release of Software if required to correct a reported Software problem.
- Use the update(s) for anti-spam and anti-virus filters, signatures and Software only with the Product for which Customer has purchased this Service.
- Provide thirty (30) days Notice to Cisco of any requested addition(s) to the Equipment List.
- Pay all travel expenses if Cisco is requested by Customer to perform on-site services. Engineering time will be billed at the then-current applicable time and materials rates.
- Notify Cisco, using Cisco.com, of Product on the Equipment List, which Customer has moved to a new location. Customer agrees to make such notification within thirty (30) days of Product relocation. Cisco is only obligated to provide Service to Customer beginning thirty (30) calendar days after it receives notification. Customer shall also notify Cisco of modifications to the Product configuration including upgrades or changes to FRUs not in the original configuration within five (5) business days of such modification.
- Customer is responsible for returning to Cisco all defective or returned Product in accordance with Cisco's Return Material Authorization ("RMA") procedure and will provide a new Purchase Order number to Cisco's asset recovery team to facilitate the billing of Product not returned. Cisco's RMA procedure is available on CCO. Customer agrees to assist Cisco in troubleshooting failed Hardware down to the FRU level prior to initiating Cisco's Return Material Authorization ("RMA") procedure.
- Customer is responsible for the following when receiving Advance Replacements and the costs associated with returning replaced Product under Advance Replacement Services.
 - Proper packing, including description of failure and written specification of any other changes or alterations.
 - Insurance of all packages for replacement cost to be shipped FOB Cisco's designated repair center.
- Returns must be received within thirty (30) days; otherwise, the list price of the Hardware will be charged.
- Provide valid and applicable serial numbers for all Product problems and issues reported to Cisco or where Customer is seeking information from Cisco on Product use. Cisco may also require Customer to provide additional information in the form of location of the Product, city location details and zip code information.
- Register all Products and provide serial numbers for all Products covered by this contract.
- If Customer has received a replacement product under Advanced Replacement Services, then Customer must ensure their contract is updated to reflect the serial number of the replacement product. Otherwise Customer's ability to get support, receive, or use the Update(s) for anti-spam and anti-virus filters, signatures and Software for the replacement Product will be affected.
- When requested by Cisco, Customer shall provide Cisco with a list of all personnel it authorizes to contact Cisco. Customer is responsible for reviewing the list on an annual basis to add or remove personnel as necessary.
- Provide internet access for the purpose of downloading Update(s) for anti-spam and anti-virus filters, signatures and Software by the Product.
- Troubleshoot failed Hardware down to the FRU level.
- Back up Software images and configurations and content libraries on a regularly scheduled basis and to provide such images and configurations to on-site personnel in connection with Remedial Hardware Maintenance activities.
- Acknowledge that it is only entitled to receive Services on the Product for which it has paid Cisco. Customer agrees it will take all necessary action to ensure that its former employees do not access or attempt to use the Services, including but not limited to, disabling passwords of former employees. Cisco reserves the right, upon reasonable advance notice, to perform an audit of Customer's Products and records to validate such entitlement and to charge for support if Cisco determines that unauthorized support is being provided, as well as interest at the highest rate permitted by law, and applicable fees including, without limitation, attorneys' fees and audit fees.