

Service Description: Advanced Services – Fixed Price

Unified Computing – DC Onsite Consulting Service (UCS Startup Accelerator) (ASF-ULT2-UCS-OES)

This document describes Advanced Services Fixed Price: Unified Computing – AS Onsite (UCS Startup Accelerator) Service.

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. 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 for your own internal use, this document is incorporated into your Master Services Agreement, Advanced Services Agreement, or other services agreement covering the purchase of Advanced Servicesbased services with Cisco ("Master Agreement") If no such Master Agreement exists, then this Service Description will be governed by the terms and conditions set forth in the Terms & posted Conditions Agreement at http://www.cisco.com/legal/advancedservices.html. If you have purchased these Services directly from Cisco for resale purposes, this document is incorporated into your System Integrator Agreement or other services agreement covering the resale of Advanced Services ("Master Resale Agreement"). If the Master Resale Agreement does not contain the terms for the Purchase and Resale of Cisco Advanced Services or equivalent terms and conditions, then this Service Description will be governed by the terms and conditions of the Master Resale Agreement and those terms and conditions set forth in the SOW Resale Terms & Conditions Agreement posted at: http://www.cisco.com/legal/advancedservices.html. For purposes of the SOW Resale Terms and Conditions this Service Description shall be deemed as a Statement of Work ("SOW"). In the event of a conflict between this Service Description and the Master Agreement or equivalent services exhibit or 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/. Unified Computing – DC Onsite Consulting Service (UCS Startup Accelerator)

Service Summary

Services are provided during Standard Business Hours, unless stated otherwise.

<u>Unified Computing – DC Onsite Consulting Service</u> (UCS Startup Accelerator)

Cisco will provide On Site consulting services for Customer's Unified Computing System implementation. This service is limited to one (1) data center, up to two (2) fabric interconnects and assistance with Customer's implementation of one (1) operating system and/or one (1) hypervisor.

For Services Provided outside of the European Union ("EU"):

Location of Services

Services are provided as On Site services at the Customer location as specified in the Quote for Services.

The Unified Computing - DC Onsite Consulting Service (UCS Startup Accelerator) Service includes no more than one (1) On Site visit for a duration of up to four (4) Business Days.

For Services Provided within the EU Only:

Location of Services

Services are provided as Remote and/or On Site services at the Customer location as specified in the Quote for Services.

The Unified Computing - DC Onsite Consulting Service (UCS Startup Accelerator) Service includes no more than one (1) On Site visit to the Customer location for a duration of up to four (4) Business Days. In addition, Services include Remote support for up to one (1) hour per week for eight (8) consecutive weeks (forty Business Days).

Cisco Responsibilities

Cisco Unified Computing - DC Onsite Consulting Service (UCS Startup Accelerator) Service will provide technical assistance in the form of general advice and guidance to Customer specifically for its installation and initial configuration of the Cisco Unified Computing System (UCS).

Cisco will provide four (4) days of On Site consulting services for Cisco Unified Computing System. The On Site services will occur during four consecutive days for one On Site trip to the Customer location. It is assumed that all Unified Computing System (UCS) devices will be installed by Customer during this time.

Services will focus on the following activities:

- Contact Customer to determine the location of the UCS at the Customer site, the condition and status of the facilities to enable Cisco to locate the specified equipment and complete the UCS-Configuration Development Questionnaire (UCS-CDQ).
- Review UCS-Configuration Development Questionnaire (UCS-CDQ) and configuration template information with Customer to determine installation status (e.g. rack space, power, cooling).
- Work with Customer regarding the time frame of the installation and the schedule of Services.
- Provide configuration support in the form of guidance and assistance to Customer with regards to the UCS Software and feature sets.
- Provide UCS knowledge transfer and mentoring of operational best practices.

EU Only:

 The next Business Day, immediately following the conclusion of the On Site visit, Cisco will provide Remote consulting services of support for limited to one (1) hour per week during Standard Business Hours over a period of eight (8) consecutive weeks. Cisco and Customer will agree to and arrange for a dedicated time for the teleconference calls one week in advance to the start of the remote support services.

Customer Responsibilities

 Ensuring Customer's site is meeting all requirements in accordance with the site readiness criteria provided by Cisco prior to the commencement of the Services. Customer shall confirm in writing to Cisco when all requirements have been met.

- Provide Cisco with up-to-date documentation and information as listed below, at least five (5) Business Days prior to the commencement of the Services:
 - server architecture;
 - LAN/WAN architecture including layer 2/3 security policies;
 - operational processes for infrastructure and application deployment;
 - existing LAN and virtual server configurations;
 - future LAN and virtual server configurations;
 - SAN configurations.
- Provide Customer technical personnel to participate in workshops and meetings in order to gather necessary Customer information. The personnel should be knowledgeable with network and/or server experience in the following:
 - business analysts or systems architects;
 - IT technology groups;
 - servers;
 - network;
 - IT enterprise architects;
 - security;
 - IT service management;
 - · IT project management office (PMO).
- Provide the Customer requirements for the overall data center solution, including the UCS system.
- Provide Cisco with Customer's design of its LAN and SAN configurations and connectivity in relation to UCS, for the DC environment in accordance with the Customer requirements.
- Implement the LAN design during the course of the Services.
- Install the UCS System during the course of the Services with Cisco's support.
- Provide Cisco with any UCS system test plans in accordance with the Customer requirements.
- Test the UCS system (LAN and UCS elements combined) in accordance with Customer's system test plans that were provided to Cisco.

General Responsibilities

- Designate a single point of contact, to whom communications in regards to the Services may be addressed and who has the authority to act on all aspects of the Services; shall be available during Standard Business Hours; and shall designate a backup contact for when the primary contact is not available.
- Designate a single point of contact to act as the primary technical interface to the designated Cisco engineer.

 Customer will provide Cisco with such general assistance and access to Customer's sites and/or facilities as Cisco may require to enable Cisco to provide the Services and comply with the Cisco's responsibilities set forth herein.

Examples include but are not limited to:

- i. Provide reasonable access to Customer site(s) and facilities including, where applicable, computer equipment, telecom equipment, facilities and workspace.
- ii. Provide proper security clearances and/or escorts as required to access the Site.
- iii. Schedule and provide the necessary Customer facilities (such as: conference rooms, projectors and conference bridges) for On Site meetings as required for the provision of the Services and per the project schedule.
- Customer will provide Cisco with such information, data and documentation as Cisco may require to enable Cisco to provide the Services and comply with Cisco's responsibilities set forth herein including but not limited to: (a) information relating to Customer's network, design, business and other applicable requirements: (b) functional and/or technical documentation relating to such requirements: and (c) topology maps, configuration information and existing and proposed network infrastructure.
- Unless otherwise agreed to by the parties, Customer shall respond within one (1) Business Day of Cisco's request for any other documentation or information needed to provide the Service.

Assumptions

Services and services pricing were based upon the following assumptions:

- Customer is the governing authority of all activities and project directives and retains full responsibility for the leadership, review, and approval of actions taken by Cisco in support of Customer.
- Customer is solely responsible for the determination and successful implementation of its Network, design, business or other requirements.
- Customer acknowledges that Cisco is not providing any deliverables. The Services shall

be comprised of general technical assistance and shall be performed under Customer's direction and management and such assistance may not result in some or all of the tasks being completed. Services are provided to assist Customer in support of the initiatives and activities described herein and Cisco shall not assume any cost or schedule liability.

- For services provided within EU, Customer's Site must meet at least the minimum EU-level of employee health and safety specifications.
- Customer shall ensure that all necessary licenses, permits, authorizations and approvals have been secured in order that Services as set forth in this Service Description can proceed.
- Where applicable, Customer shall ensure that Customer's Site shall be ready prior to the date scheduled for Cisco to perform the Services.
- Customer shall supply the workplace policies, conditions and environment in effect at Customer's Site.

Invoicing and Completion

Invoicing

Services will be invoiced upon completion of the Services.

Completion of Services

Cisco will provided written notification upon completion of the Services to Customer. Customer shall within five (5) Business Days of receipt of such notification provide written acknowledgement of Cisco's completion of the Services. Customer's failure to acknowledge completion of the Services or to provide reasons for rejection of the Services within the five (5) Business Day period signifies Customer's acceptance of completion of the Services in accordance with this Service Description