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Service Description: Unified Computing Mission-Critical Support Service

This document describes Cisco's Unified Computing Mission-Critical Support 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; 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 these Services directly from Cisco, this document is incorporated into your Master Services Agreement (MSA) with Cisco. In the event of a conflict between this Service Description and your MSA, this Service Description shall govern. All capitalized terms not defined in the Supplemental Glossary of Terms for Unified Computing Mission-Critical Support Service at the end of this document have the meaning ascribed in the MSA or equivalent services agreement executed between you and Cisco

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 <u>www.cisco.com/go/servicedescriptions/</u>. All capitalized terms not defined in the Supplemental Glossary of Terms for Unified Computing Mission-Critical Support Service at the end of this document have the meaning ascribed in the Glossary of Terms at the above URL

Cisco shall provide the Unified Computing Mission-Critical Support Service described below as selected and detailed on the Purchase Order for which Cisco has been paid the appropriate fee.

Unified Computing Mission-Critical Support Service

Cisco shall provide the following during Standard Business Hours (unless otherwise stated):

Cisco Responsibilities:

 Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist with Product use, configuration and troubleshooting issues and access to Cisco.com. • Cisco TAC will assist Customer with Product and Third Party Product integration questions. During the course of troubleshooting, if Cisco determines the problem resides with the Third Party Product, then, upon request, Cisco will assist Customer in opening a case with Third Party Supplier, subject to any support agreement in place between Customer and Third Party Supplier.

To the extent it can, Cisco will assist Third Party Supplier in its response and resolution of the Customer's case. If Customer elects to open a case directly with Third Party Supplier, upon request, Cisco will provide relevant case information to Third Party Supplier.

- Manage problems according to the <u>Cisco Severity</u> and <u>Escalation Guideline</u>.
- 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 Software problems using reasonable commercial efforts. Cisco will either make available a Software patch from the Cisco.com Software Center (www.cisco.com/software) or ship a Maintenance Release to Customer for the Product experiencing the problem.
- Updates where available and where Customer requests these for supported Software. Software support provided herein does not include Third Party Software.
- If a Feature Set Upgrade is licensed, Customer will be entitled to Updates (subject to anything to the contrary contained in this document or the Agreement) at the upgraded level for the licensed Hardware.
- Software releases and any supporting Documentation will be made available from the Cisco.com Software Center (<u>www.cisco.com/software</u>) or on physical media such as CDROM. Applicable supporting Documentation, if available, is limited to one copy per Software release. Customer can, however, purchase additional copies from Cisco.

- On-Site Services. Where available, Cisco shall provide Customer with the On-Site Services described below. On-Site Services are subject to geographic and weight restrictions depending upon Customer's location. Customer may check availability by accessing Cisco's Service Availability Matrix at: http://tools.cisco.com/apidc/sam/search.do. Please note that destination country importation, compliance with US export controls and customs processes may condition actual delivery times. Shipments will be DDU (Incoterms 2000), except for shipment to and from the European Union will be shipped DDP (Incoterms 2000), 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. For the Unified Computing Series B Unified Computing System, the fabric interconnect(s), chassis and blade server(s) Unified Computing Mission-Critical Support On-Site Services must be at the same level of coverage. Cisco will provide Customer with Advance Replacement(s) that are either new or equivalent to new
 - Unified Computing Mission-Critical Support On-Site Services 24x7x2: Two Hour Response for Remedial Hardware Maintenance twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays, together with parts, labor and materials.
 - Unified Computing Mission-Critical Support On-Site Services 24x7x4: Four Hour Response for Remedial Hardware Maintenance twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays, together with parts, labor and materials.
- **Technical Account Management.** Cisco will designate a technical account manager ("TAM") as the primary interface with Customer for Unified Computing issues and topics. The TAM will perform the following types of activities:
 - Develop and maintain the Unified Computing System ("UCS") support plan that captures the Customer specific goals, objectives and upcoming activities. This document outlines the key areas of focus for Mission-Critical Support Service engagement.
 - Develop a UCS Topology Map and UCS Fabric Asset Report. These documents will be updated quarterly and they provide the Customer and Cisco with a view of the solution that can assist with trouble shooting and planning exercises.
 - Facilitate Unified Computing System Hardware and Software problem resolution case management on a reactive basis for technical issues reported to Cisco by Customer and help

Customer determine if appropriate resources are being applied to technical issues reported.

- Provide a basic health check assessment of the Unified Computing System. The executive level health check report provides system level awareness of potential problem areas and general health summary of the Environment.
- Provide an assessment of the various Software versions and patches implemented, including Third Party Software, within Customer's Unified Computing System.
- Provide critical problem notification of the Unified Computing System fabric.
- Conduct regularly scheduled conference calls with Customer to discuss operational TAC issues, track open cases and report progress on resolution of open cases.
- Develop UCS content for the quarterly operational reviews and data analysis reports prepared by Cisco to address Customer cases submitted to TAC and that cover, amongst other things, reactive support contract usage, case statistics, quality issues, overall case analysis (by product type, case priority, etc.), and Return Materials Authorization ("RMA") trending for the Unified Computing System.
- Provide informal instructional sessions on troubleshooting tools, and processes during Cisco's onsite visits.
- Performance by Cisco under the Technical Account Management activity of the Unified Computing Mission-Critical Support Service may begin up to thirty (30) days following the date of Purchase Order acceptance by Cisco.
- **Direct Technical Support.** Cisco shall provide the following Direct Technical Support, where available, on a twenty-four (24) hours per day, seven (7) days per week basis:
 - Provide direct access to the Direct Technical Support team via a Cisco provided phone number.
 - When direct access phone number is used, Cisco will respond to Customer within thirty (30) minutes on Severity 1 or Severity 2 calls. For Severity 3 and Severity 4 calls, response shall be within sixty (60) minutes.
 - When calls are placed directly to TAC rather than to the direct access phone number as noted above, Cisco will respond within its standard response times of one (1) hour for all calls

received during Standard Business Hours and for Severity 1 and 2 calls received outside Standard Business Hours. For Severity 3 and 4 calls received outside Standard Business Hours, Cisco will respond no later than the next Business Day.

- Provide on a quarterly basis operational case trending analysis (not to exceed 4 per year).
- Unified Computing Drive Retention Service. In the event Customer purchases this Service, if, during the course of troubleshooting a Unified Computing System (UCS) problem, Cisco Technical Assistance Center (TAC) determines the problem resides with a UCS Drive, Cisco authorizes Customer to retain the defective drive provided that the Customer completes and returns to Cisco a Certificate of Destruction.
- **On-Site Field Support Engineering Option.** In the event Customer purchases the optional On-Site Field Support Engineering service, Cisco will typically provide these types of activities:
 - Designate an engineer ("Cisco Engineer") on 8x5 basis to provide problem resolution of critical cases across the Unified Computing System Environment.
 - Visit Customer's nominated site location in support of services to gather information/changes to Customer's Environment, review critical cases, and perform system changes/updates as needed up to four (4) times per year.
 - Perform root cause analysis, not to exceed eight (8) per year, on technical issues across Customer's Unified Computing System Environment. Performance of root cause analysis by Cisco is dependent upon Cisco having all necessary available information with which to perform a root cause analysis.
 - Provide Software referrals to address Customeridentified critical issues, taking into consideration the Customer's documented and communicated Unified Computing System Environment functionality requirements. The referrals (focused on recommending appropriate Updates) shall apply to critical reactive cases in respect of an affected area of the Customer's Unified Computing System Environment.
 - Performance by Cisco under the On-Site Field Support Engineering activity of the Unified Computing Mission-Critical Support Service may begin up to thirty (30) days following the date of Purchase Order acceptance by Cisco.

Customer Responsibilities:

The provision of the Services by Cisco assumes that Customer will:

- Provide a priority level as described in the <u>Cisco</u> <u>Severity and Escalation Guideline</u> for all the calls Customer places.
- Provide, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Cisco TAC engineer and systems passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Provide thirty (30) days Notice to Cisco of any requested addition(s) to Customer's Equipment List.
- Notify Cisco, using Cisco.com, of Product on the Equipment List which Customer has moved to a new location within thirty (30) days of such relocation. Please be aware that the Services will be provided to Customer beginning thirty (30) days after receipt of Customer's notification. Cisco will also need Customer to notify Cisco of any modification to the Product and configuration including upgrades or changes to FRUs not in the original configuration within five (5) days of such modification.
- Provide current shipment contact information as follows: contact name, title, address, telephone number, e-mail address, and fax number.
- Provide valid and applicable serial numbers for all Product problems and issues reported to Cisco or where Customer is seeking information from Cisco in connection with 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.
- When requested, provide Cisco with a list of all personnel that Customer has authorized to contact Cisco or access Cisco.com for Services and to download Software from Cisco.com or ordered via Cisco's PUT. Customer is responsible for reviewing the list on an annual basis and adding or removing personnel as necessary.
- Use the latest release of Software, where Cisco advises Customer that this will correct a reported Software problem.

On-Site Services:

 Provide an appropriate work environment and reasonable access, working space including heat, light, ventilation, electric current and outlets, and local telephone extension (or toll free domestic and international access to Cisco) for the use of Cisco's service personnel in the Product's physical location.

- Back-up Software images and configurations on a regularly scheduled basis and provide those images and configurations to Cisco's onsite personnel in connection with Remedial Hardware Maintenance.
- Ensure all Products are installed below ten (10) feet. For Products installed above four (4) feet, provide ladders that reach the height of the Product.
- Provide Cisco with the name of a point of contact prior to delivery of equipment by Cisco's personnel.
- Provide TFTP (Trivial File Transfer Protocol) capabilities or internet access for the purpose of downloading Software images by Cisco's onsite personnel.
- Provide safety and security protection of Cisco's personnel or its subcontractors for your unmanned sites.

Technical Account Management:

- Designate a representative to act as the primary interface with Cisco.
- Coordinate onsite visits by Cisco and provide thirty (30) day notice of the scheduled visit. In the event the date for the scheduled visit is changed, Customer may be subject to additional charges.
- Attend regularly scheduled conference calls for open case reviews.

Direct Technical Support:

- Report Severity 1 & 2 problems directly (e.g. by telephone) using the Cisco provided phone number. Response times do not include problems reported via CCO or other electronic means.
- Advise Cisco of its standard operating procedures related to its business practices, its internal operational nomenclature and Environment to allow Cisco to effectively communicate and discuss cases with Customer in the context of Customer's business environment.
- Provide reasonable electronic access to Customer's Unified Computing System Environment to assist Cisco in providing support.

Where Customer has purchased the Unified Computing Drive Retention Service, Customer will also:

• Destroy the defective UCS Drive at Customer's risk and expense and not return the defective drive to Cisco.

 Provide Cisco with a Certificate of Destruction within thirty (30) days of receipt of the replacement Product; otherwise the replacement Product will be charged at the current List Price.

Where Customer has purchased the optional On-Site Field Support Engineering support, Customer will also:

- Designate person(s) from within Customer's technical support organization to serve as a liaison to the Cisco Engineer.
- Provide its designated person(s) with instructions on process and procedures that explain how to initiate cases and work with the Cisco Engineer.
- Advise Cisco of Customer's standard operating procedures related to its business practices, its internal operational nomenclature and Environment to allow Cisco to effectively communicate and discuss cases with Customer in the context of Customer's business environment.
- Provide all necessary information to enable Cisco to perform root cause analysis.
- Provide reasonable electronic access to Customer's Unified Computing System Environment to assist Cisco in providing support.
- Provide a Unified Computing System Environment topology map, configuration information, and information of new features being implemented as needed.
- In the event the Unified Computing System Environment composition is altered, after the Services selected in this Service Description are in effect, Customer is responsible to notify Cisco in writing within ten days (10) of the change. Unified Computing System Environment composition will be reviewed on an annual basis and Cisco reserves the right to increase Service fees if the Unified Computing System Environment composition has increased beyond the original pricing quote for Services.
- Notify Cisco Engineer of any major technology additions or changes to the Unified Computing System Environment.
- Provide all necessary device, platform, feature, and release train requirements that exist in the customer environment.
- Customer acknowledges that Cisco will only support generally available Products and Software releases/versions unless otherwise mutually agreed.

Supplemental Glossary of Terms for Unified Computing Mission-Critical Support Service

- Certificate of Destruction means the document, located at <u>www.cisco.com/go/cod</u>, which shall be signed by an authorized representative of the Customer, certifying that UCS Drive has been destroyed.
- **Environment** means a set of interconnected and interworking Cisco supported Hardware and Software that is implemented, operated, and supported by Customer.
- Independent Software Vendor means a supplier of Third Party Software.
- Third Party Product means non-Cisco hardware or software Customer has acquired directly from Third Party

Supplier that is used within the Unified Computing solution.

- Third Party Software means software developed by an Independent Software Vendor. This software may include both initial software releases and upgrades/updates developed after initial release by the Independent Software Vendor.
- **Third Party Supplier** means a provider of Third Party Product to Customer.
- **UCS Drive** means a disk drive from the Cisco Unified Computing System B series or UCS C series only.