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# Service Description: Enhanced Warranty Software Services Software Application Support and Software Application Support Plus Upgrades

This document describes Cisco's Enhanced Warranty Software Services.

**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 or equivalent services agreement, this Service Description shall govern.

Cisco's Enhanced Warranty Software Services is not available for sale via Cisco-Authorized Resellers. It is only available to eligible Customer for a limited set of Cisco's application software.

## Enhanced Warranty Software Application Support

#### **Cisco Responsibilities:**

- Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist by telephone, fax, electronic mail or the internet with Application Software use, configuration and troubleshooting issues. Cisco will respond within 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.
- Manage problems according to the Cisco Severity and Escalation Guideline.
- 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 Application Software problems using reasonable commercial efforts. For an Application Software patch,

a Maintenance Release for the Application Software experiencing the problem will be provided as follows: (a) download from Cisco.com (as available), or (b) shipment of Application 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 Application Software releases and supporting Documentation are available on the Cisco.com Software Center (www.cisco.com/go/software) or on media such as CDROM, through the Cisco Product Upgrade Tool (PUT) (www.cisco.com/upgrade). Applicable supporting Documentation, if available, is on Cisco.com and is limited to one copy per release. Additional copies may be purchased.

Enhanced Warranty Software Application Support and Upgrades

#### Cisco Responsibilities:

- Cisco-provided deliverables, as specified above in Enhanced Warranty Software Application Support.
- Cisco-provided, on request, Major Application Software Releases. Such Updates are limited to Application Software releases that have been validly licensed and paid for and that are covered under a current Enhanced Warranty Software Application Support and Upgrades service contract. The Application Software releases and supporting Documentation will be made available on the Cisco.com Software Center (www.cisco.com/go/software) or on media such as PUT CDROM, through the Cisco (www.cisco.com/upgrade). Applicable supporting Documentation, if available, is available on Cisco.com and is limited to one copy per licensed Software. Additional copies may be purchased.

## Customer Responsibilities:

The provision of the Service options assumes that Customer will:

- Provide a severity level as described in the Cisco Severity and Escalation Guideline 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 your 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 your 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
- Verify any in-transit damage of the media for the Application Software Updates.
- Update to the latest Application Software release and latest third-party Software release, if required by

Cisco to correct a reported Application Software problem.

- Pay all engineering time, travel, and out-of-pocket expenses if Customer request performance of onsite Services or Services outside the scope of Service options described in this document.
- Provide any Hardware required to perform fault isolation.
- Receive Services on Cisco Application Software for which Customer has:
  - Purchased a valid and current license for the latest Major and Minor release or is renewing support for a valid supported license revision.
- Make all reasonable efforts to isolate the Application Software problem prior to requesting support from Cisco.
- Acquire, install configure and provide technical support for all:
  - Third-party Products, including upgrades required by Cisco or related Services; and
  - Network infrastructure, including, but not limited to, local and wide-area data Networks and equipment required by Cisco for operation of Application Software.
- Maintain Customer's entire Application Software implementation for configurable Application Software currently in use under the same Service option for Cisco to provide Services for any portion of Customer's Application Software implementation.