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Service Description: Cisco Smart Assist Service

This document describes Cisco's Smart Assist 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 Smart Assist 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 www.cisco.com/go/servicedescriptions/. All capitalized terms not defined in the Supplemental Glossary of Terms for Smart Assist Service at the end of this document have the meaning ascribed in the Glossary of Terms at the above URL.

This Cisco Smart Assist Service is intended to supplement a current support agreement for Cisco products and is only available when Product(s) in Customer's Network are supported through a minimum of Cisco's core device level maintenance services such as Cisco's Smart Net Total Care and Cisco's SP Base, amongst other core services. Cisco shall provide the Cisco Smart Assist Service described below as selected and detailed on the Purchase Order for which Cisco has been paid the appropriate fee. Cisco shall provide a Quote for Services ("Quote") setting out the extent of the Services that Cisco shall provide and the period during which such Services shall be provided. Cisco shall receive a Purchase Order that references the Quote agreed between the parties and that, additionally, acknowledges and agrees to the terms contained therein.

Cisco Responsibilities

Cisco's Smart Assist service consists of the provision of Services described below, where available which Cisco shall provide for the Customer's Network during Normal Business Hours (unless stated otherwise). Services provided by Cisco are remotely delivered unless otherwise noted.

Installed Base (IB) Visibility

- 1. Cisco will hold remote kickoff meeting with the Customer to review the onboarding process, security, collection methodologies, Portal usage considerations, and address any Customer questions.
- Cisco shall provide the Customer a remote Cisco-led training session once per year during the duration of subscription covering the Common Services Platform Collector (CSPC) collector appliance via remote WebEx on device management, collector maintenance, capabilities, and best practices.
- 3. Cisco shall provide the Customer a remote Cisco-led training session covering the Portal via remote WebEx.
- Cisco will assist the Customer to set up the Portal access, which may include separate or shared Portal instances for various Customer networks in which Hardware Collectors, Software Collectors or Third Party Collectors are deployed.
- 5. Collector Deployment.
 - a) Cisco will remotely assist the Customer with deploying up to three instantiations of the Collector Hardware and Collector Software, that are entitled through the Customer's foundational offer service contract, per year during the duration of the subscription, but will not assist in deployment of Third Party Collector.
 - b) **Collector Deployment Option**. Cisco will provide deployment assistance for additional instantiations of the Collector Hardware and Collector Software for an additional fee.
- 6. Cisco will provide transition communications to the Customer to close the onboarding phase
- 7. Cisco will provide consultation and advise on Cisco best practices to assist Customer to address Customer's desired collection objectives and optimize collections management.

IB Reconciliation

1. For all IB data available in the Portal for the Customer, twice per year Cisco will fix a predefined set of IB data discrepancy issues as previously agreed upon by Cisco and Customer. Cisco will generate a report of the corrections made.

Technical Support

- Cisco will provide access to Technical Assistance Center (TAC) Smart Net Total Care Collections Support for the Customer to request help from Cisco with questions or issues related to Collector Software. However, any replacement of failed Collector Hardware must be done under a separate service contract purchased by the Customer.
- Cisco will provide access to Technical Assistance Center (TAC) Portal Support for the Customer to request help from Cisco with questions or issues related to the Portal. Cisco will respond to TAC Service Requests (SR) following standard Cisco TAC guidelines.
- If deployed, Cisco will check for periodic successful uploads from Collector Software. An automated case will be opened when an upload issue is detected, and the Customer will be engaged for problem resolution as necessary.
- 4. Cisco will not provide any technical support for Third Party Collector questions or issues.

Customer Responsibilities

- 1. Customer will attend scheduled conference calls and/or respond to emails/questionnaires as required by Cisco to complete service activities.
- 2. If using Collector Software, Customer should update their Cisco Network Devices on the Collector Software and monitor the collection uploads to the Portal for success.
- If not using the Hardware Collector and utilizing a Third Party Collector, Customer should provide updated files to meet Portal requirements or update third-party upload mechanisms. Customer is responsible for all maintenance of Third Party Collector.
- 4. If using Collector Software, Customer should periodically check for tool patches, security patches, software updates, and Rule Based Markup Language (RBML) update packages to ensure their CSPC software is up-to-date.
- If using Collector Software, Customer should obtain necessary internal corporate security approval related to the inventory collection process and placement of hardware and/or related inventory collection software on the network.
- 6. Customer will allow Cisco to use the collected information and related data in connection with performance of the Service described herein, to recommend additional products/services to assist Customer in the execution of related activities and generally for commercial and business purposes. To the extent any collected information is deemed Confidential Information, Cisco will protect the information consistent with the terms of the Agreement between the parties and Cisco's data retention policy.
- 7. By installing the Collector Software, the Customer acknowledges understand and agrees that Customer Network Information will be transmitted and used to

generate reports regarding Customer's network and equipment.

- 8. Upon installation on Customer's network, Collector Software will immediately begin communicating to a Cisco server via secure encryption to enable Cisco to discover information about the Products within Customer's network and such collections will continue until such time as the Collector Software has been uninstalled or collection features disabled.
- 9. Customer can elect to disable collection features of Collector Software or uninstall Collector Software at any time. By performing these actions, Customer understands that Cisco will be unable to provide certain elements of the Service and Cisco will not be responsible for performance of any obligations associated with Collector Software.
- 10. Customer has the ability to destroy any such Customer Network Information collected by Cisco and shown in the Portal at any time upon request. Otherwise Cisco will continue to protect the Customer Network Information consistent with terms of the Agreement between the parties and Cisco's data retention policy.
- 11. Customer will provide to Cisco a single point of contact to be directly involved in the inventory collection process and for key Customer responsibilities and activities.
- 12. Obtain necessary internal corporate and network security approval related to the inventory collection process and placement of hardware and/or related inventory collection software on the network.
- Customer must provide either i) the Collector Hardware, including the embedded operating system or Hypervisor, or ii) a Third Party Collector for performance of Services described herein.
- 14. Customer will complete the pre-installation checklist with assistance from Cisco. Information required includes, but is not limited to: IP address, hostname, time zone, and domain name.
- 15. Prior to deployment of the Collector Software, Customer will review applicable release notes, documentation or user guides that accompany the Portal and Collector Software.
- 16. Customer is responsible for providing and obtaining all hardware, as specified by Cisco, necessary to support the Collector Software and collection process.
- 17. Customer will provide all necessary device, platform, feature, and release requirements that exist in the Customer environment.
- 18. Customer acknowledges that Cisco will only support generally available Products and Software releases/versions unless otherwise mutually agreed.
- Customer will attend remote Collector Software training sessions and take the online training and associated Cisco Online Testing (COLT) test.
- 20. Customer will provide initial Managed Device List information required for the network discovery and collection function.

- 21. Customer will provide the first administrator user who will maintain a current list of individuals who will require entitlement access to the reporting and data including an administrator that will require access to the tool set and will be responsible for granting/revoking report and access to the Portal for additional Customer or Cisco partner users.
- 22. Customer will permit the Collector Software to access all Customer network devices managed by the inventory collection process.
- 23. Customer will provide data communication access for use by the Collector Software to transmit inventory data to Cisco and support of the Collector Software from a remote Cisco location.
- 24. Customer will provide the Collector Software with Simple Network Management Protocol and OS-level Command Line Interface (CLI) access to all Cisco Product(s) in the Smart Net Total Care Managed Device List.
- 25. Customer will ensure that the Portal access is restricted to those Customer employee(s) or authorized contractor(s) who have a bona fide need to access the Portal and/or a need to know the contents of the output of the Collector Software.
- 26. Customer has the flexibility to establish separate or shared Portal instances and IB data, subject to its contracting structure and obtaining any necessary consents related to the disclosure of Customer Network Information amongst its affiliates.
- 27. Perform an initial set-up:
 - a. complete the Collector Software installation questionnaire and return it together with the Collector Software system configuration (IP address, netmask, hostname, etc.) to Cisco
 - b. install the Collector Hardware in a secure area with limited physical access
 - c. connect the Collector Hardware to the network
 - d. secure Collector Hardware behind Customer's corporate firewall
- 28. In the event Customer elects to have the Cisco authorized reseller, through whom it purchased the Cisco Smart Assist Service, act as its limited agent in performance of its service described herein, it is assumed that consent has been granted to the Cisco authorized reseller by Customer and Customer hereby waives all claims, and releases Cisco from all liability, related to Cisco's disclosure of any Customer information such as data within the Portal to the Cisco authorized reseller acting as a limited agent on behalf of the Customer in the performance of services described herein.

Supplemental Glossary of Terms

- "Collector Hardware" means a Customer-provided CSPC which runs a Virtual Machine environment that in turn hosts Collector Software for the purposes of collecting information relating to installed Cisco device configuration and inventory.
- "Collector Software" means a network profiling software tool provided by Cisco, which runs on the Collector Hardware, used for the purposes of collecting information relating to installed Cisco device configuration and inventory during the period of the Service.
- "Customer Network Information" means the information about Customer's network that is collected, stored and analyzed in connection with the Service and may include, without limitation, the following information: configurations (includina configurations and running startup configurations), product identification numbers, serial numbers, host names, equipment locations, IP addressed, system contracts, equipment models, feature sets, software versions, hardware versions, installed memory, installed flash, boot versions, chassis series, exceptions to such information (e.g., duplicate host name, duplicate IP address, device running interim release image), slot IDs, card types, card families, firmware versions, and other network and inventory information as deemed appropriate by Cisco.
- "Hypervisor" means a software program that manages multiple operating systems, or multiple instances of the same operating system, on a single computer system.
- "Installed Base", also known as IB, refers to the Customer's currently installed Cisco hardware and software.
- "Portal" means a web-based user interface to access Smart Net Total Care reports.
- "Managed Device List" means a list of Cisco network devices targeted for collection by the Collector Software.
- "Smart" means the utilization of automated softwareenabled capabilities that collect network diagnostic data, analyzed and compared with Cisco's deep knowledge base to provide actionable insight.
- "Virtual Machine" means a software implementation of a machine (i.e. a computer) that executes programs like a physical machine.
- "Third Party Collector" means a non-Cisco server, running a Virtual Machine environment, used for collection purposes by Customer.