



Service Description: Service Provider (SP) Enhanced Warranty

This document describes Cisco's SP Enhanced Warranty offer.

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; (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. This document is incorporated into your Master Services Agreement (MSA), Advanced Services Agreement (ASA), or equivalent services agreement executed between you and Cisco. If not already covered in your MSA or equivalent services agreement, this document should be read in conjunction with the Related Documents identified above. In the event of a conflict between this Service Description and your MSA or equivalent services agreement, this Service Description shall govern.

SP Enhanced Warranty is not available for Sale via Cisco-Authorized Resellers. It is only available to eligible Customer for a limited set of product families.

SP Enhanced Warranty

Cisco Responsibilities:

- Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist with Product use, configuration and trouble shooting issues and access to Cisco.com. Cisco will respond within thirty (30) minutes for Severity 1 and Severity 2 calls and within one (1) hour for Severity 3 and Severity 4 calls received during Standard Business Hours. For Severity 1 and 2 calls received outside Standard Business Hours, Cisco will respond within one (1) hour and 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](#).
- Smart Portal access, TS Smart Applications and Collection Software is provided on a self-support basis where available:
 - Cisco will enable Customer access to the Smart Portal and make available TS Smart Applications and Cisco-owned Collection Software for download and use by Customer.
 - No Smart TAC Support will be provided as part of the foundation deliverables of this Service.

Customers can self-support themselves by accessing the Cisco's Support Community forum and/or online training content made available at www.cisco.com.

- Direct Smart TAC. Customers needing direct Smart TAC support for any of the Smart Portal or Collection software can purchase such support under a separate maintenance service contract.
- 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.
- Smart Portal (where available). This is a web-based user interface to access various reports, compiled through use of Smart capabilities.
- 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.
- 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 (www.cisco.com/software) 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.
- Collection Software (where available)
 - Cisco will provide the Customer use of Collector Software.
 - Collector Software is provided by Cisco with the features enabled as the default configuration in order to collect data upon installation. Such

collections will continue until such time as the Collector Software has been uninstalled.

- Collector Software developmental updates will be managed by Cisco, as appropriate.
- Assist Customer by telephone, facsimile or electronic mail (for information related to Product use, configuration and troubleshooting).
- **Hardware Support Services.** Under this SP Enhanced Warranty offering, Cisco will provide Hardware replacement as selected and purchased by Customer.

- **Enhanced Warranty – Return for Replacement Service.** Cisco will provide Return for Replacement service whereby Customer returns failed Hardware to Cisco for replacement. Cisco will use commercially reasonable efforts to ship the replacement Hardware within ten (10) business days after receipt from Customer.

- **Enhanced Warranty Plus – Advance Replacement Service.** Advance Replacement Services are subject to geographic and weight limit restrictions. Customer can view the availability options for specific locations by accessing Cisco's Services Availability Matrix tool on Cisco.com at: http://www.cisco.com/cgi-bin/front.x/agents/SAM/cca_sam_landing.cgi. Destination country importation, 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 your 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.

- **Same Day Ship/Next Business Day:** Where Next Business Day delivery is available, an Advance Replacement will ship to arrive the next Business Day provided that both the call and Cisco's diagnosis and determination of Hardware failure has been made before 3:00 p.m. Depot Time. If Customer make a request after 3:00 p.m. Depot Time, Cisco will ship the Advance

Replacement the next Business Day.

Where Next Business Day delivery is not available, same day shipping will be provided. Under same day shipping, Advance Replacement will ship from the serving depot location that same Business Day, provided that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time. Determinations that occur after 3:00 p.m. Depot Time will be shipped the following Business Day

- **24x7x4:** Advance Replacement parts on a Four-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.
- **Onsite 24x7x4:** Four Hour Response for Remedial Hardware Maintenance twenty-four (24) hours per day, seven (7) days per week including Cisco observed holidays.

Customer Responsibilities:

- Provide a priority level as described in the [Cisco Severity and Escalation Guideline](#) for all the calls Customer place.
- 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.
- Use the latest release of Software, where Cisco advises Customer that this will correct a reported Software problem.
- 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

Return to Cisco any defective or returned Product in accordance with Cisco's RMA procedure described at www.cisco.com.

- You are responsible for the following when returning Product to Cisco: (a) proper packaging, including description of failure and written specifications of any other changes or alterations; (b) tagging each Product returned with the RMA transaction number; and (c) returns must be received within thirty (30) days; otherwise, the replacement Product will be charged at the current Price List. Packages for replacement shall be shipped DDU (Incoterms 2000) or FCA (Incoterms 2000) as applicable.
- Customer should review receipt notification to confirm the failed Hardware and quantity of product received by Cisco.
- Test all replacement Product received to determine if any damage occurred in transit. Products damage and/or misshipments must be reported to Cisco within ten (10) business days of receipt.
- Provide valid and applicable serial numbers for all Product problems and issues reported to Cisco or where you are seeking information from Cisco in connection with Product use. Cisco may also require you to provide additional information in the form of location of the Product, city location details and zip code information.
- Provide thirty (30) days Notice to Cisco of any requested addition(s) to the Equipment List.
- Notify Cisco, using Cisco.com, of Product on the Equipment List which you have moved to a new location within thirty (30) days of such relocation. Please be aware that the Services will be provided to you beginning thirty (30) days after receipt of your notification. Cisco will also need you 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.

- Cisco will need you to provide a new Purchase Order number to Cisco's asset recovery team to facilitate the billing of Product not returned. You agree to assist Cisco in troubleshooting failed Hardware down to the FRU level prior to initiating the RMA procedure.
- When requested, provide Cisco with a list of all personnel that you have authorized to contact Cisco or access Cisco.com for Services and to download Software from Cisco.com or Cisco's PUT. You are responsible for reviewing the list on an annual basis and adding or removing personnel as necessary.
- In the event Onsite is purchased:
 - 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 (Telnet 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.
 - 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.
- **Portal and Software Collection (where available)**
 - 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.

- 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.
- 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 and the resulting level of service delivery will result in Customer primarily receiving Technical Support with limited or no Smart capabilities under the Service.
- Customer has the ability 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.
- Customer must provide the Collector Hardware, including the embedded operating system or Hypervisor, for performance of Services described herein.
- Customer is responsible for providing and obtaining all hardware, as specified by Cisco, necessary to support the Collector Software and collection process.
- Customer acknowledges that Cisco will only support generally available Products and Software releases/versions unless otherwise mutually agreed.
- Customer will permit the Collector Software to access all Customer network devices managed by the inventory collection process.
- 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.
- Customer will provide the Collector Software with Simple Network Management Protocol and OS-level Command Line Interface (CLI) access to all Cisco Product(s) covered under the Service.
- 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.
- Perform an initial set-up:
 - 1) install the Collector Hardware in a secure area with limited physical access
 - 2) connect the Collector Hardware to the network
 - 3) secure Collector Hardware behind Customer's corporate firewall

Supplemental Glossary of Terms

Term	Definition
Collector Hardware	Means a Customer-provided server 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 or Collection Software	Means a network profiling software tool, which runs on the Collector Hardware, used for the purposes of collecting information relating to installed Cisco device configuration and inventory.
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 (including running configurations and 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
Smart	Means the utilization of automated software-enabled capabilities that collect network diagnostic data, analyzed and compared with Cisco's deep knowledge base to provide actionable insight.
Smart Enabled Portal or Portal	A web-based user interface to access reports.
Support Community	Means the support forum located at cisco.com that addresses support related items.
TS Smart Applications	Means mobile applications for a phone or tablet that enables user to manage service contracts, amongst other features and can be downloaded through iTunes or Google Play. Application requirements and further information regarding the TS Smart Applications can be found at http://www.cisco.com/web/about/facts_info/apps/technicalsupport.html .

