

Service Description

Cisco Support Essentials

This Service Description is part of the Services Agreement (as defined in the Services Guide) and describes various Services that Cisco will provide to You. Capitalized terms, unless defined in this document, have the meaning in the Services Guide.

Service Summary: This document describes Cisco Support Essentials

1. Cisco Support Essentials

1.1 Cisco Responsibilities

- Cisco TAC access for Severity 3 and Severity 4 cases to assist with Product use, configuration and troubleshooting
 issues, and access to Cisco.com. A Cisco TAC representative will contact You within the next Business Day during
 Business Hours from the time Your Severity 3 or Severity 4 case was opened. Severity 1 and Severity 2 cases are
 not supported under this Service.
- Manage problems according to the Cisco Severity and Escalation Guidelines.
- 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.
- Assist You by telephone, or electronic mail (for information related to Product use, configuration, and troubleshooting).
- 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/go/software) or
 ship a Maintenance Release to You for the Product experiencing the problem.
- Self-service access to the Smart Portal (for access to SNTC reports), Smart Applications (to manage service entitlement and other features) and Collector Software (to collect information relating to installed Cisco Product configuration and inventory).
- Data Collection Tools are provided by Cisco with the features enabled as the default configuration to collect data upon installation. Such collections will continue until such time as the Data Collection Tools are disabled or uninstalled.

2. Advance Replacement Service

2.1 Cisco Responsibilities

Cisco will use commercially reasonable efforts to provide Advance Replacement for Product. Advance Replacement are subject to weight limit restrictions. You can view the availability option for specific locations by accessing Cisco's Services Availability Matrix ("SAM") tool on Cisco.com at the following URL: http://tools.cisco.com/apidc/sam/search/search.do. Destination country importation, compliance with U.S. export controls and customs processes may condition delivery times. Advance Replacements will be shipped DDU (Incoterms 2000), except for shipment to and from the European Union where they 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 Your expense. FRUs are shipped separately and are not shipped pre-assembled. Advance Replacements will be either new or equivalent to new.

Same Day Ship/Next Business Day: Where available, an Advance Replacement will ship the same day to arrive
the next Business Day provided both the call and Cisco's diagnosis and determination of the defective Hardware



has been made before 3:00 p.m., Depot Time. For requests after 3:00 p.m., Depot Time, the Advance Replacement will ship 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.

2.2 Customer Responsibilities

The provision of the Service options assumes that You will:

- Provide, at Your expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between You and the Cisco TAC engineer, so that problems may be diagnosed and, where possible, corrected remotely. You will make available current system passwords as necessary to provide remote diagnosis and support. 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 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.
- Provide current shipment contact information as follows: contact name, title, address, telephone number, and e-mail address.
- 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.
- 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 ordered via Cisco's PUT. You are responsible for reviewing the list on an annual basis and adding or removing personnel as necessary.
- You agree to take all necessary action to ensure that Your former employees do not access or use the Services, including but not limited to, disabling passwords of former employees.
- Defective parts must be returned in accordance with the <u>Cisco RMA Policy for Warranty and Hardware Support</u> <u>Contract Returns</u>.
- You will provide a new Purchase Order prior to Cisco performance of any repairs for which Cisco is not obligated
 to support as defined under Services Not Covered (now see Public Non-Entitlement Policy).
- You are responsible for the following when receiving Advance Replacements and the costs associated with returning replaced Product under Advance Replacement:
- · Proper packing, including description of failure and written specification of any other changes or alterations, and
- Returns must be received within ten (10) days; otherwise, the replacement Product will be charged at the current List Price
- Packages for replacement shall be shipped DDU (Incoterms 2000) or FCA (Incoterms 2000) as applicable.
- You are responsible for providing any hardware or software necessary to support the Data Collection Tools and the collection process.
- You will permit the Data Collection Tools to access all Your network devices managed by the inventory collection
 process. If You elect to disable collection features or uninstall the Data Collection Tools, You acknowledge that
 Cisco will be unable to provide certain elements of the Service.