



## Service Description: Business Transformation Optimization Service

This document describes Cisco's Business Transformation Optimization Service (BTOS).

**Related Documents:** This document should be read in conjunction with the following documents also posted at [www.cisco.com/go/servicedescriptions/](http://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.

**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/](http://www.cisco.com/go/servicedescriptions/). All capitalized terms not defined in the Supplemental Glossary of Terms for the Business Transformation Optimization Service at the end of this document have the meanings ascribed in the Glossary of Terms to the Related Documents above.

**Direct Sale from Cisco.** If you have purchased these Services directly 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. All capitalized terms not defined in the Supplemental Glossary of Terms for the Business Transformation Optimization Service at the end of this document have the meanings ascribed in the MSA 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.

This Business Transformation Optimization Service is intended to supplement a current maintenance agreement for Cisco products and is only available where all Product(s) in Customer's Network is supported with a minimum of core services (SMARTnet and/or Software Application Services,) as applicable.

### Business Transformation Optimization Service

Cisco shall provide the Business Transformation Optimization 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 and duration that Cisco shall provide such Services. 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 Business Transformation Optimization Service consists of the provision of, at a minimum the BTOS Architecture Assessment service, selected by Customer from the Services described below, which Cisco shall provide for the Customer's network during Standard Business Hours (unless stated otherwise). Cisco shall provide the following General Support provisions for all Services selected by Customer under the BTOS Architecture Consulting Service:

#### General Support

- Establish a Customer-specific Cisco email alias to facilitate communication with Cisco engineers such as Advanced Services Engineers, Solution Engineers and Architects.
- Provide certain Data Collection Tools that Cisco identifies as appropriate for Network data collection during the Term of the Services, provided that all fees due and owing to Cisco under this Appendix have been paid. Data Collection Tools may or may not include Hardware or Software. Customer acknowledges and agrees that Cisco shall retain full right, title and interest to the Data Collection Tools. In addition to Cisco provided tools, the Advanced Services Engineer may utilize Customer provided data, scripts or internal tools to assist in collecting data from the Customer Network.
- Setup a joint collaboration file-sharing location with Customer to facilitate collaboration and knowledge exchange related to Services herein.

### BTOS Architecture Assessment

BTOS Architecture Assessment Service consists of the following related activities and deliverables:

1. **Architecture Assessment:** Once annually, Cisco will collaborate in an architecture and roadmap review of the Customer's IT Strategy. The review will be presented by the Customer highlighting areas of particular interest or concern that the Customer wishes Cisco to review and provide comments. Cisco will then conduct a review of relevant documents, such as strategy and architecture

vision statements and Network design documents, supplemented by interviews with key personnel, such as Senior Executives, Sponsors and Enterprise Architects. Following the review Cisco will deliver an assessment of the Customer's architecture and strategy including recommendations and options for alternative approaches to making more effective use of Cisco's BTOS or third party offerings. Cisco will offer comments on strengths and gaps in Customer's strategy, opportunities for new technology adoption or retirement and use of best practices.

**Deliverable:** Cisco will deliver the architectural assessment and roadmap update in the form of an oral presentation and an annotated briefing document.

2. **Ongoing Architecture Support:** Cisco will provide access to engineering and architectural expertise from its technology practices on an on-demand basis. These consulting sessions may be used for high-level design reviews, to discuss technical issues or to provide mentoring to Customer's staff. These sessions will be scheduled in advance and the topic for discussion will be defined collaboratively by the Customer and Cisco. These sessions will normally be conducted using one or more collaboration technologies such as Cisco TelePresence, WebEx or conference calls. Up to ten (10) Architectural and Technology Consulting sessions per year may be scheduled. Architectural and Technology Consulting sessions will typically be of 2 to 4 hours duration.

**Deliverable:** The deliverable from these sessions will normally consist of the session itself with no written deliverable. Written deliverables, if any, will be mutually agreed to by the Customer and Cisco in advance of a session.

3. **Workshop:** Cisco deliver up to two design workshops per year each focused on an architectural topic and or area selected by the Customer. Cisco will provide qualified personnel from its technology practices who will organize and lead the workshops.

**Deliverable:** Cisco will deliver, in addition to the workshop itself, will be a whitepaper, high-level design document or report that provides specific design and architectural recommendations and solution approaches relevant to the topics discussed in the workshop.

## BTOS Solution Validation

BTOS Solution Validation Services allow Customer access to Cisco's Solution Center/Labs to validate their solutions. The BTOS Solution Validation Services consists of the following related activities and deliverables:

1. **Solution Use Case Review:** Cisco will work with Customer to gather Customer requirements and translate their business requirement into use-case and develop the information flow of the use-case.

**Deliverable:** Cisco will deliver the Customer use-case in form of a documentation/presentation of business information flow.

2. **Solution Architecture Review:** Based on the use-case developed with Customer, Solution Engineer and technology experts in both application and networking areas will develop high-level and low-level conceptual architecture and design.

**Deliverable:** Cisco will deliver the Customer use-case in form of a documentation / oral presentation of business information flow.

3. **Solution Building Support:** Based on the use-case and solution architecture, Cisco will provide a prototyping system to support the Proof of Concept ("Proof of Concept") to ensure proper integration between business architecture and networking technologies. This will be used to validate that Proof of Concept meets Customer's requirement. BTOS Solution building typically takes between 4-5 weeks per solution. Customer is eligible to have access to BTOS Solution Center/Labs of no more than 10 weeks per year. This typically enables our Customer to perform one to two solutions per annum.

**Deliverable:** Demonstrate success Proof of Concept solution. Cisco will deliver the results in form of a presentation / demo.

4. **Proof of Concept Report:** At the conclusion of the Solution Validation, Cisco will provide a Proof of Concept report outlining how the solution is built, with recommended network topology and architecture, sequence diagram and the integration plan through which Customer can apply this integration solution in their specific network environment. In addition, the report will summarize the events of the Proof of Concept and key solutions implemented therein.

**Deliverable:** BTOS Experience Proof of Concept report is presented as a documentation and review with Customer. Knowledge transfer is done throughout various phases of the proof of concept.

Cisco BTOS Experience Solution Engineering team will be comprised of Advanced Services Network Consulting Engineer, Solution Engineers and Solution Architects with background in a broad set of technologies relevant to Customer's network infrastructure and business environment. Cisco Solution engineering team will share their extensive networking and application knowledge with leading practices in solution building and integration.

- **Location of Services:** BTOS Solution Validation Services will be performed in the BTOS Solution Center/Labs. Customer can choose to participate in person as part of the solution building process or they can choose to have remote access to the solution center via their local Cisco office. If Customer choose to do Solution Validation at an alternative location. Price quotes for on-site travel to Customer location is available upon request.

## Application Development Consulting

- Provide support via Cisco.com, telephone, or electronic mail, as appropriate, during Cisco Standard Business Hours. Support outside of Cisco Standard Business Hours can be provided on a Case by Case basis as agreed by Cisco, subject to Cisco's then current rate.
- Provide access to engineers ("Developer Services Engineers") familiar with SDP, who will provide support and basic problem resolution services to Customer and respond to Customer's requests in accordance with Cisco's Problem Severity Guideline. Case resolution time for Customer developers located outside North America may be longer as a result of engaging Cisco subsidiaries outside of North America in the escalation process. Upon request, Cisco will access Customer's system via remote dial-in to analyze problems. Customer hereby authorizes such access. This is done with Customer's permission only, and Cisco personnel will access only those systems authorized by Customer. Cisco may provide Customer with software to assist with problem diagnosis and/or resolution. Such software is the property of Cisco and will be returned to Cisco promptly upon request.
- Provide Customer with limited access to Cisco.com.
- Cisco may open, but will not work on Cases outside of Standard Business Hours.
- Provide Customer with a method for communication of additional Case information for Supported Developer Products problems encountered by Customer.
- Create Bug Fixes available to Customer. Instruction for retrieving Bug Fixes may be obtained from Cisco Developer Engineer. If the electronic medium does not work for Customer, Customer may request that fixes be sent by next day delivery service or some other shipment medium.
- Visit Customer facility to attend planned meetings, perform information gathering and provide problem resolution. On-site visits have a per day charge, subject to a maximum number of days agreed by Cisco.
- Customer may request on-site emergency support as a separate and distinct billable service, the fee for which shall represent Cisco's then current pricing. On-site emergency support is at the discretion of Cisco and is subject to Cisco resource availability, and the tasks performed will vary based on the situation, environment, and business impact of the problem.
- List of supporter API can be found at: <http://www.cisco.com/web/partners/pr46/tdp/solutions.html>
- For those SDPs that do not have a formal training program available, Cisco may conduct customized training to provide Customer a detailed understanding of the specific interface applications and available Cisco products.

Pricing for such training shall be determined by Cisco per Customer training requirements. Price quotes for custom training are available upon request.

## Knowledge Management

Technical Knowledge Library ("TKL") is an Advanced Services best practice knowledge repository. Content is available to the number of Authorized Viewers, including providing access to the following:

- Multimedia Clips:
  - VoD/AoD technical talks
  - Service deliverables archive — Customer-specific/account-specific content
  - onBusiness Network content (video, audio)
- Sidebar Content:
  - White Papers
  - Case Studies
  - Design Guides
  - Configuration Guides
  - Troubleshooting Guides
  - Training Documents & Content & Multimedia Clips
  - Deployment Guides
  - Online textbooks and/or manuals
  - Video and audio clips (different from the Multimedia Clips)
  - onBusiness Content
  - Bumper Clips
- Ship, assist with installation of (if requested by Customer), configure and test the Cisco Content Engine prior to use during the Term. Customer is responsible for installation of the Cisco Content Engine, power and surge protection, security, network connection, IP address assignment and any required firewall or Access Control List changes required on Customer's network in order for the Services to be provided by Cisco and to provide Cisco with the necessary remote access to Cisco equipment.
- Host Content and provide preventative maintenance in accordance with Cisco's normal maintenance schedules and procedures. Cisco may offer additional hosting and/or maintenance services for an additional charge.
- Troubleshoot issues submitted to Cisco through provided e-mail alias: [tkl-support@cisco.com](mailto:tkl-support@cisco.com).
- **Updated Content.** Cisco may revise, update and/or remove previously-released Multimedia Clips and/or Sidebar Content ("Updated Content"). Cisco will make any Updated Content available to Customer as a part of the Services. The Updated Content will exclude the previously-released Multimedia Clips and Sidebar Content (where applicable) that the Updated Content was intended to supersede. Customer should discontinue any use of the superseded Multimedia Clips and/or Sidebar Content

## Customer Responsibilities

### General Customer Responsibilities:

- Designate a single point of contact to act as the primary technical interface to the designated Cisco engineer.
- Ensure key Customer personnel (such as: architecture design and planning, vision and strategy doc, Enterprise Architecture doc, network engineering, network operations staff) are available to participate during the course of the Service (to provide information and to participate in review sessions).
- Provide documented Customer requirements (business and technical) and high-level network architecture design specifications.
- Provide documented information on Customer's existing network infrastructure design including such as: features and services, route plans, addressing schema, call/data flow, dial plans, security policies, network management and operational processes.
- Unless otherwise agreed to by the parties, Customer shall respond within two (2) Business Days of Cisco's request for any other documentation or information needed to provide the Service.

### BTOS Architecture Assessment

None

### BTOS Solution Validation

- Customer will provide their architecture information and business environment in planning and preparing for the Proof of Concept.
- Customer will review and approve the Proof of Concept plan; and revisions will be made as necessary. Customer will also review the final Proof of Concept at the end of the POC Project.
- Customer will identify personnel who will participate in the Proof of Concept in the mutually agreed upon Site and plan.
- Customer will ensure attendance of the identified personnel in support of the Services.
- In the development of the Rapid Prototyping Customer is required to provide the appropriate operating system and related software such as middleware applications, or any 3<sup>rd</sup> party related devices, etc. Cisco will provide the required networking components.

## Application Development Consulting

- Provide appropriately qualified staff to work with Cisco Developer Service Engineers.
- Provide Cisco with sufficient information to attempt to resolve the issue. Information may include a brief description of the issue being reported, issue classification, date upon which the issue was first encountered, date the issue is being reported, manner in which the issue was isolated and reproduced, and, if available, provide the test program that exhibits the issue.
- Escalate issues to Cisco pursuant to the Problem Severity Guideline. Customer is responsible for setting the initial Severity of a Case and can request a change in Severity at any time. Cisco has final decision of the severity assigned.
- Provide internal escalation process to facilitate communication between level in Cisco and Customer as appropriate, including personal contact list.
- Provide feedback on any Supported Developer Product and potential fixes, which may be incorporated into the Supported Developer Product at Cisco's sole discretion.
- Provide Cisco access to Customer developed software as needed to resolve Supported Developer Product Cases reported by Customer.
- Provide, upon Cisco's request, an appropriate quantity of Customer Product to Cisco, for Cisco's use in providing Support to Customer. Inability of Cisco to access Customer software will result in delay of support and/or the inability to resolve the case.
- Upon mutual agreement of the parties, Customer will facilitate access to Customer software or affected Customer Products such that problems may be diagnosed remotely via the Internet or via modem access.
- Customer may log, monitor, and update Cases electronically via CCO.

## Knowledge Management

- Provide current shipment contact information as follows: contact name, title, address, telephone number, e-mail address and fax number for purposes of delivery of the Cisco Content Engine(s).
- Provide Cisco physical and remote access to the Cisco Content Engines(s) and all related hardware, as reasonably requested by Cisco, to provide, support and maintain the Services.
- Install and remove the Cisco Content Engine.

Notify Cisco of any technical support requests or troubleshooting issues related to the Services by sending Cisco an email to: [tkl-support@cisco.com](mailto:tkl-support@cisco.com).

<b>Supplemental Glossary of Terms for Business Transformation Optimization Service</b>
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**Authorized Viewer** means either (i) an employee of Customer or (ii) an independent contractor of Customer performing services for Customer's benefit who is authorized by Customer to use the Services.

**Bumper Clip** means a short multimedia video and/or audio segment containing an 'onBusiness Network' logo or other branding sequence, which is intended to be viewed immediately before and/or after a Multimedia Clip.

**Bug Fix** means any modification or revision to the Supported Developer Product (SDP), other than an Enhancement, that corrects an error or provides other incidental corrections.

**Case** means a single support issue and the reasonable effort(s) needed to resolve it such as technical assistance provided by Cisco personnel to Customer regarding questions, clarifications, problems, Bug Fixes, status of Case and escalation of Case with respect to the SDP. A single support issue cannot be broken down into subordinate issues. If a Case consists of multiple issues, each subordinate issue shall be considered a separate Case. A Case may require multiple telephone calls and off-line research to achieve final resolution. Cisco has the right to close a Case if Cisco determines: a) the Case is not a problem but an enhancement request; b) the Case is not a problem but an inherent feature of the product; or c) a workaround was provided for resolution.

**Cisco Content Engine** means the Hardware and embedded Cisco Software provided to Customer as part of the Services.

**Customer Product** means a single Customer product in which the SDP has been integrated.

**Documentation** includes, but is not limited to, programmer guides, CDs, manuals, materials, and information appropriate or necessary for use in connection with the SDP.

**Enhancement** means a change, addition or new release, other than Bug Fix to the SDP that adds new functions or features, or improves functions or performance by changes to system design.

**Intellectual Property Rights** means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trade secret rights; (c) patent and industrial property rights; (d) trademark and trade name rights and similar rights; (e) other proprietary rights in intellectual property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of,

and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.

**Internal Use Purposes** means use of the Services for the sole purpose of permitting Authorized Viewers to view the Content, provided that all such viewing is solely intended to further Customer's internal communications, training, education, or administrative objectives. Notwithstanding anything to the contrary in this Exhibit, "Internal Use Purposes" expressly excludes (i) the licensing, copying, transferring, or distributing of any element of the Services; (ii) displaying of any element of the Content to any persons other than Authorized Viewers, and Customer will not permit or enable any other persons to view any element of the Content; (iii) modifying, altering, abbreviating, or editing of any element of the Services unless expressly permitted by Cisco or its suppliers or licensors; (iv) the incorporation of any element of the Services into any product or service of Customer or creating a derivative work based upon the Services; and (v) using any element of the Services in any manner other than as expressly authorized under this Exhibit.

**Multimedia Clip** means a discrete multimedia video or audio segment, in digital format, that is intended to be viewed from start to finish without interruption.

**onBusiness Content** means Content which is associated with the 'onBusiness Network' brand.

**POC** means Proof of Concept.

**Purchase Order** ("P.O.") means a written or electronic order from Customer to Cisco for the Services to be provided by Cisco under this Agreement.

**Services** means the services provided by Cisco to Customer under this Agreement.

**Sidebar Content** means supplemental meta-content or meta-data associated with each Multimedia Clip, setting forth indexing information about the pertinent Multimedia Clip, such as its title, running time, a descriptive summary of its content, and its category or classification. Sidebar Content also means any viewable, downloadable or streamed content that may be accessed in connection with a Multimedia Clip or any Cisco-provided standalone content, including but not limited to transcripts, text files, pictures, directories, guides, video and/or audio files, and any other data, provided by Cisco pursuant to this Exhibit, but excluding Multimedia Clips and Bumper Clips.

**Software** means the software programs licensed to Customer by Cisco along with copies, updates, or upgrades to those software programs and includes SDP unless otherwise indicated.

**Supported Developer Products** ("SDP") means a Cisco product or technology which may include object code, software libraries, application programming interfaces ("API"), software tools, sample source code, published specifications and documentation.