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Service Description: Advanced Services – Fixed Price

Cisco Collaborative Professional Services Data Center Assessment Service (ASF-CPSA-DCA)

This document describes Advanced Services Fixed Price: Cisco Collaborative Professional Services Data Center Assessment available under the Collaborative Professional Services Program ("Program").

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. All capitalized terms in this description have the meaning ascribed to them in the Glossary of Terms.

Direct Sale from Cisco to Authorized Channel. If you have purchased these Services directly from Cisco, this document is incorporated into your Collaborative Professional Services Agreement ("Agreement"), Collaborative Professional Services – General Service Terms under the Cisco Services Partner Program, a services exhibit that addresses transaction advanced services ("AS-T") or an equivalent agreement executed between you and Cisco which authorizes your participation in the Program. In the event of a conflict between this Service Description and your Agreement or equivalent services exhibit or agreement, this Service Description shall govern. For purposes of an AS-T exhibit executed between Cisco and Authorized Channel, this Service Description shall be deemed as a Statement of Work ('SOW").

Cisco Collaborative Professional Services Data Center Assessment Service [ASF-CPSA-DCA]

Service Summary

The Cisco Collaborative Professional Services Data Center Assessment Service provides to Authorized Channel assessment reports containing findings and recommendations based on data collected and analyzed from End User's Data Center infrastructure including relevant software.

Services cover one (1) of the following End User's Data center infrastructure:

- Nexus
- UCS

Once Authorized Channel selects the infrastructure and technology bundle, the bundle cannot be changed or swapped by Authorized Channel at any time during the duration of Services.

Deliverables

Data Center Assessment Pre-requisite template Software Risk Assessment Pre-requisite template Data Center Assessment report Software Risk Assessment report

Location of Services

Services are delivered remotely to Authorized Channel.

Data Center Assessment Report

Cisco will perform a tools-based assessment of the End User's Data Center infrastructure including device level details as well as visibility into key alerts and statistics and provide recommendations based on Cisco leading practices to enable optimization of the End User's Data Center infrastructure.

Cisco Responsibilities

- Provide Authorized Channel with software base tool ("Data Collection Tool") via software download to collect data.
- Provide the Data Center Assessment Pre-requisite Template(s) prior to data collection.
- Analyze the device data collected and provided by the Authorized Channel.
- Provide findings from the data analysis and document them in one (1) Data Center Assessment report:
 - containing Executive level summary and device level details as well as
 - specific recommendations for optimization based on Cisco leading practices for the given End User Data Center infrastructure

Note: Data collection for technology audits may occur in a range between one (1) to seven (7) days in length, depending upon the type of audit.

• Review the Data Center Assessment Report with Authorized Channel for comment and approval before it is formally completed and released Authorized Channel Responsibilities

- Provide all information as requested by Cisco to be documented in the Pre-requisite Template(s) to include End User network information five (5) Business Days following receipt of the Pre-requisite Template from Cisco.
- Confirm to Cisco the schedule to collect the device data.
- In order to use Data Collection Tool, the Authorized Channel must receive approval from End User to allow Authorized Channel to run, on one or more computers loaded with the software tool connected to End User's Data Center infrastructure.
- Install Cisco Data Collection Tools to gather and validate information about the End User's infrastructure including architecture, topologies, usage requirements, design goals, and security policy.
- Make the Network available for installation of Data Collection Tools including providing: a secure area with limited physical access; secure installation behind the End User's firewall; access to all devices on the Network.
- Ensure that End User not schedule any change management in their network during the use of Data Collection Tools.
- Return immediately Data Collection Tool(s) to Cisco, as instructed by Cisco, upon the earlier of: (i) completion of Services; or (ii) Cisco's request to Authorized Channel that the Data Collection Tool(s) be returned to Cisco.
- Make any required modifications to firewall rules and/or access-lists required to enable Cisco Data Collection Tools to access all devices on the End User network.
- Provide Cisco with the device data collected from End User's Data Center infrastructure.
- Provide End User software requirements to Cisco for performing software risk assessment and impact analysis.
- Review the Data Center infrastructure Assessment report with Cisco, providing comment and approval before it is formally completed and released.

Software Risk Assessment Report

Cisco will analyze the End User's Data Center infrastructure software release train and version with respect to existing features, hardware and highlights potential threats as well as provides software recommendations based on Cisco leading practices.

Cisco Responsibilities

- Provide the Software Risk Assessment Pre-requisite Template(s) prior to data collection.
- Analyze the End User software requirements from the pre-requisite template pre provided by the Authorized Channel.
- Provide findings from the data analysis, and document them in one (1) Software Risk Assessment report:
 - containing software version analysis including software recommendations for the given End User Data Center infrastructure.
- Review the Software Risk Assessment Report with Authorized Channel for comment and approval before it is formally completed and released.

Authorized Channel Responsibilities

- Provide all information as requested by Cisco to be documented in the Pre-requisite Template(s) to include End User network information five (5) Business Days following receipt of the Pre-requisite Template from Cisco.
- Provide End User software requirements to Cisco for performing software risk assessment and impact analysis.
- Review the Software Risk Assessment Report with Cisco, providing comment and approval before it is formally completed and released.

General Authorized Channel Responsibilities

- Authorized Channel shall ensure that, End User understands and agrees i.) that Authorized Channel is providing its own proprietary services together with the Cisco Services herein; and ii) that in connection with Authorized Channel's performance of its own proprietary services, Authorized Channel must provide to Cisco certain End User information, documents and/or other technical data as required for Cisco's subsequent use in connection with Cisco Services. Authorized Channel acknowledges that completion of Services is dependent upon Cisco's use of Data Collection Tools.
 - If Cisco provides Data Collection Tools or scripts located at End User's site, Authorized Channel shall

ensure that such Data Collection Tools or scripts are located in a secure area, within a Network environment protected within a firewall and on a secure LAN, under lock and key and with access restricted to those Authorized Channel and End User employee(s) or contractor(s) who have a need to access the Data Collection Tools and/or a need to know the contents of the output of Data Collection Tools. In the event Data Collection Tool provided by Cisco is Software, Authorized Channel agrees to make appropriate computers available and download Software as needed. Authorized Channel shall remain responsible for any damage to or loss or theft of the Data Collection Tools while in End User's custody.

- Authorized Channel will be solely responsible for documenting any recommendations made by Cisco during the delivery of the Services.
- Authorized Channel is solely responsible for all interactions and communications with End User and the provision of services and deliverables to End User.
- Authorized Channel acknowledges that the completion of Services is dependent upon Authorized Channel meeting its responsibilities as indicated herein.
- Identify Authorized Channel's personnel and define their roles in the participation of the Services. Such personnel may include but is not limited to: architecture design and planning engineers, and network engineers.
- Ensure Authorized Channel's personnel are available to participate during the course of the Services to provide information and to participate in scheduled information gathering sessions, interviews, meetings and conference calls.
- Services provided by Cisco comprise technical advice, assistance and guidance only. Authorized Channel expressly acknowledges and agrees that it is solely responsible for the determination and implementation of network design requirements End User's and implementation of any recommendations provided by Cisco. Cisco shall not be responsible for the inability of Services to meet End User's network, design, business or other requirements and Authorized Channel shall remain responsible for the accuracy or completeness of the information during the provision of the Services described herein and for the final determination of End User's network design, architecture, implementation, business or other requirements.
- Authorized Channel expressly understands and agrees that the Services shall take place and be complete within ninety (90) calendar days from issuing a Purchase Order to Cisco for the Services herein.

License of Deliverables

Cisco grants to Authorized Channel a limited, revocable, non-exclusive, non-transferable license (a) to use, display, reproduce, modify, and distribute Deliverables; and (b) create, use, reproduce, and distribute derivative works of the Deliverables. The license herein is granted solely for Authorized Channel's support of End Users during the term of the agreement between Cisco and Authorized Channel and solely for use with Cisco products. Authorized Channel may not sublicense, to any persons or entity, any rights to reproduce or distribute the Deliverables. Cisco also may terminate this license upon written or oral notice to Authorized Channel, with or without prior notice.

Limitation

AUTHORIZED CHANNEL EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR THE DETERMINATION AND IMPLEMENTATION OF THEIR END USER'S NETWORK, DESIGN, BUSINESS, OR OTHER REQUIREMENTS. CISCO SHALL NOT BE RESPONSIBLE FOR THE FAILURE OF CISCO'S COLLABORATIVE PROFESSIONAL SERVICES, DELIVERABLES, REPORTS AND/OR RELATED SOFTWARE TO MEET END USER'S NETWORK, DESIGN, BUSINESS, OR OTHER REQUIREMENTS.

Representation of Cisco Brand

Authorized Channel agrees to comply with the Collaborative Services Branding guidelines located under "Resources" at <u>http://www.cisco.com/web/partners/services/programs/collabor</u> <u>ative/index.html</u>, which is incorporated herein by reference.

Invoicing and Completion

Invoicing

Services will be invoiced upon completion of the Services.

Completion of Services

Cisco will provide written notification upon completion of the Services to Authorized Channel. The Authorized Channel shall within five (5) Business Days of receipt of such notification provide written acknowledgement of Cisco's completion of the Services. Authorized Channel's failure to acknowledge completion of the Services or to provide reasons for rejection of the Services within the five (5) Business Day period signifies Authorized Channel's acceptance of completion of the Services in accordance with this Service Description.