



## Service Description of Cisco Smart Foundation

This document describes Cisco Smart Foundation.

**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.

**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.

**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/).

### Cisco Smart Foundation

#### Cisco Responsibilities:

- Cisco SMB TAC access for Severity 3 and Severity 4 cases to assist with Product use, configuration and trouble shooting issues and access to Cisco.com. A Cisco TAC representative will contact Customer either by telephone, facsimile or electronic email within one (1) Business Day from the time Customer's 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 Guideline.
- 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 Customer by telephone, facsimile 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/software](http://www.cisco.com/software)) or ship a Maintenance Release to Customer for the Product experiencing the problem.

### Advance Replacement Service

#### Cisco Responsibilities:

Cisco shall use commercially reasonable efforts to provide Advance Replacement for Product. Advance Replacement are subject to weight limit restrictions. Customer 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 Customer's 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 failed 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.

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#### Customer Responsibilities:

The provision of the Service options assumes that Customer will:

- Provide a priority level as described in the Cisco Severity and Escalation Guideline for all the calls Customer places.

- 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 SMB TAC engineer, so that problems may be diagnosed and, where possible, corrected remotely. Customer 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 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.
- Customer agrees to take all necessary action to ensure that Customer's former employees do not access or use the Services, including but not limited to, disabling passwords of former employees.
- Return to Cisco all defective or returned Product per the RMA procedure (on Cisco.com) and provide a new P.O. number to Cisco's asset recovery team to facilitate the billing of Product not returned. Customer agrees to assist Cisco in troubleshooting failed Hardware down to the FRU level prior to initiating the RMA procedure.
- Customer 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.
- Customer is 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.