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Service Description: Cisco Technical Education Service

This document describes Cisco's Cisco Technical Education service offering.

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. If you have purchased these Services directly from Cisco, this document is incorporated into your Master Services Agreement (MSA) or equivalent services agreement ("Agreement") with Cisco. All capitalized terms not defined in the Supplemental Glossary of Terms at the back of this document shall below have the meaning ascribed to them in the Agreement. In the event of a conflict between this Service Description and your Agreement, 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/.

SERVICE SUMMARY

The Cisco Technical Education offering consists of timebased access to a central repository of Cisco online elearning content that focuses on Cisco products. Each license has duration of twelve (12) months. The content is presented in a variety of delivery formats including but not limited to video on demand, visual hands on, and remote access to Cisco lab equipment. Authorized Student access to the online learning products is via a secure Internet connection.

USER LICENSE

Customer agrees to the following terms upon purchase of access to the Cisco Technical Education portal:

 Access to the Cisco Technical Education portal is based on the subscription licenses purchased for each Authorized Student. Each license has a 12 month duration. The effective start and dates are defined in the service order. Upon access termination, neither party shall have any further obligations to the other party under this Service other than as set forth in this in this section.

- Customer's use of the Service is subject to acceptance of the End User License Agreement shown at <u>www.cisco.com/go/warranty</u>, incorporated herein by reference.
- All content and materials on Cisco Technical Education portal are copyrighted and are the property of Cisco and/or its subcontractor(s). No portion of the Cisco Technical Education content may be recorded, reproduced, duplicated, distributed or broadcast in any manner without Cisco's written permission.
- Cisco Technical Education is made available by Cisco through a secure web-based interface. Access to the Cisco Technical Education portal and its contents will only be granted to those students who are predefined in the system by the Customer Administrator as Authorized Students.
- Use and viewing of the content in Cisco Technical Education portal is limited to the Authorized Students who have been provided access. Sharing of user licenses to non-authorized users is prohibited.
- Authorized students, once assigned are assigned for the Term. Changing or swapping Authorized Students within the Term is prohibited.
- For Customers who select single technology bundles, once the technology bundle category is selected, it cannot be changed or swapped at any time during the Term.
- For single technology bundles, the technology selected is assigned to all licenses that are part of the bundle purchased.

CISCO RESPONSIBILITIES

Cisco shall provide the following:

- Provide a URL that enables Customer appointed Administrator and selected Customer staff (Authorized Students) access to the secure Cisco Technical Education portal.
- Provide initial assistance in getting the Cisco Technical Education portal accessible by the Customer Administrator with appropriate authentication and authorizations for Authorized Students.
- In the event that the Customer Administrator changes, Cisco will make the change and provide access to the new Customer Administrator within five (5) days from the date of notification.

- Provide the amount of user licenses that are consist with the part number ordered.
- Access to Content Multimedia Clips in the form of video on demand or audio on demand content.
- Customer support assistance for issues submitted to Cisco using appropriate support aliases.
- Cisco shall not transfer Authorized Student personal data across any country border unless it is strictly unavoidable for the proper performance of the Services. Cisco may use Authorized Student's full name, email address, Cisco.com user ID ("Personal Information") to administer the Services, to prevent unauthorized access to the Services and for other business purposes as Cisco deems appropriate.

CUSTOMER RESPONSIBILITIES

Customer has the following responsibilities:

- Designate a single point of contact to whom all Cisco communications may be addressed and who has the authority to act on all aspects of the Services and shall be available during Standard Business Hours.
- Designate at least one person to act as the Customer Administrator.
- Notify Cisco of any changes to the Customer Administrator role.
- Advertise the availability of the Cisco Technical Education portal to targeted Authorized Students.
- Identify the Authorized Students who should have access to the Cisco Technical Education portal and input their names into the Cisco Technical Education registration system. The Customer Administrator has overall responsibility to manage the access to the portal and input Authorized Viewer's Personal Information and the Cisco assigned password. The maximum number of Customer staff who can be assigned to use the Cisco Technical Education portal is defined by the number of user licenses purchased.
- Customer Administrator will ensure that all Authorized Students have obtained Cisco.com accounts including a log in ID.
- Unless otherwise agreed to by parties, provide information and documentation required by Cisco within five (5) business days of Cisco's request. Information includes but is not limited to Authorized Student personal information and if a single technology bundle was purchased, the technology category selected from the list of available technology bundles that appear on www.cisco.com/go/ase.
- Enable selected TCP/IP ports for outbound remote access to view Content on Customer premises.
- PCs used to access Cisco Technical Education need to meet the following hardware and

software requirements:

Minimum Hardware Requirements

- Intel Core Duo CPU
- 1.83 GHz
- 2.00 GB of RAM

Software Requirements

- Microsoft Windows XP or higher/Mac OSX 10.5 or higher
- Internet Explorer version 6.0 or higher
- Sun Java (with JRE 1.5 or higher)

Software requirements for access to remote hands on labs only:

- Administrator-level rights to PC
- ActiveX
- Notify Cisco of any technical support requests or troubleshooting issues related to the Services.
- Third Party Sites. In connection with your use of any Content, Authorized Student may link to third party Internet sites. Cisco does not control the third party sites; and Cisco is not responsible for the content of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. Cisco is providing links to third party sites to Authorized Student only as a convenience; and the inclusion of any link does not imply an endorsement by Cisco of any third party site.
- Agree to temporary use of Cisco's VPN AnyConnect client software to enable secured VPN access to lab facilities for course duration. Customer acknowledges that its personnel will be required to accept licensing terms as part of client software download and such terms can be reviewed at <u>www.cisco.com/go/ase</u>.
- Authorized Student's use of any Content is subject to Cisco's Online Privacy Statement located at http://www.cisco.com/public/privacy.html. To the extent the terms of this Service conflict with such Privacy Statement, these terms herein will control.

WARRANTY

ACCESS TO THE CISCO TECHNICAL 0 EDUCATION PORTAL AND ALL INFORMATION PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. THE INFORMATION PROVIDED IN CONNECTION WITH THE SERVICE IS NOT REPRESENTED TO BE COMPLETE OR ACCURATE; AND CISCO DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES (EXPRESS OR IMPLIED) RELATING TO THE SERVICE REPORTS, AND ALL DOCUMENTATION AND OTHER INFORMATION GENERATED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

SUPPLEMENTAL GLOSSARY OF TERMS

- "Authorized Student" 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. Each Authorized Student will be able to successfully log in to the Cisco Technical Education portal and view the content.
- "Content" means the content hosted in Cisco Technical Education portal as part of the Services for which Customer shall gain access, including Sidebar Content (defined below). Cisco or its suppliers own all title, copyright, and other intellectual property rights in the Content and all Content shall be considered Cisco Confidential Information.
- "Customer Administrator" refers to a Customer employee who is responsible for the administration, communication and distribution of the user licenses that Customer is entitled to. Customer Administrator access is limited to administration access only. Access to content is not part of administrative access.
- **"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.
- "Personal Information" means Authorized Student's full name, email address, Cisco.com user ID and the Cisco provided password used to access the Cisco Technical Education portal.
- "Sidebar Content" means supplemental metacontent 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 Ciscoprovided 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 Service, but excluding Multimedia Clips.
- "Term" means the term of the Cisco Technical Education e-learning portal access purchased by Customer.