



Service Description: Custom Application Software Support Services

This document describes Cisco's Custom Application Software Support Services.

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), 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 Custom Application Software Support Services at the end of this document have the meaning 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.

Cisco shall provide the Custom Application Software Support Services described below as selected and detailed on the Purchase Order and Order Form for which Cisco has been paid the appropriate fee. Cisco shall provide a Quote for Services 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 on the Order Form

Custom Application Software Support

Cisco Responsibilities:

Technical Support

- Provide 24-hour 7-day a week access to Cisco's Custom Application Services Support Team. Cisco will use reasonable commercial efforts to respond to Customer within one (1) hour for all calls received during Standard Business Hours and to Severity 1 and 2 calls received outside Standard Business Hours. For Severity 3 and 4 calls received outside Standard Business Hours, Cisco will respond no later than the next business day.
- Provide support via Cisco.com, telephone, or electronic mail, as appropriate, during Cisco Standard Business Hours

- Provide access to engineers familiar with the Custom Application Software, who will provide support and basic problem resolution services to Customer and respond to Customer's requests in accordance with [Cisco Severity and Escalation Guideline](#). 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 an appropriate level of Customer access to Cisco.com
- Provide Customer a method for communication of additional Case information for Custom Application Software problems encountered by Customer.
- Supply the appropriate level of technical resources based on problem severity and elapsed time to assist Customer with problem resolution. If mutually agreed that Cisco on-site technical resources are required for resolution, Cisco will dispatch the necessary level of technical support to assist Customer; provided that Customer reimburses Cisco for all labor and travel expenses at Cisco's then-current time and material rates. Cisco reserves the right to charge for travel time.
- Generate work-around solutions to reported Custom Application Software problems using reasonable commercial efforts or implement a patch to the Custom Application Software. For a Custom Application Software patch, Cisco will provide a Bug Fix to Customer for the Custom Application Software experiencing the problem and instructions on how to retrieve Bug Fixes. If the electronic medium does not work for the Customer, the Customer may request that the fixes be sent by next day delivery service or some other shipment medium.
- **Third Party Providers.** Cisco reserves the right to subcontract Services to a third party organization to provide Services to Customer.

Additional Support Options.

- **On-Site Emergency Support.** As a result of a critical situation, 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.
- **Training.** If available, Cisco will conduct standard training classes to provide Customer with foundational knowledge of Custom Application Software. Pricing for such training shall be at the then current published Cisco pricing.
- **Custom Training.** For Custom Application Software that does 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.

Program Assumptions. The following assumptions were made to create this service offering described herein.

- All Services will be provided remotely from Cisco to Customer locations, unless otherwise agreed in writing by Cisco.
- All services will be provided in the English language unless otherwise agreed to by Customer and Cisco.

Customer Responsibilities:

The provision of the Service assumes that Customer will:

- Customer will provide a severity level as described in the [Cisco Severity and Escalation Guideline](#) for all the calls Customer places. Customer is responsible for setting the initial Severity of a Case and can request a change in Severity at any time. Provide
- Customer shall provide, at no charge to Cisco, reasonable access to the Custom Application Software through a secure method such as VPN or other tunneling encryption, as determined by Cisco to be required in accordance with Cisco's remote access procedures in order to establish a data communication link between Customer and Cisco, such that problems may be diagnosed and corrected remotely. Customer also agrees to make available to Cisco current system passwords as necessary to provide such remote diagnosis and support.
- Customer is responsible for any Hardware required to perform fault isolation.
- Customer acknowledges that it is only entitled to receive Services on Custom Application Software for which it has paid the applicable software license and support fee when purchasing Services for such Custom Application Software. Cisco reserves the right, upon reasonable advance notice, to perform an audit of Customer's Custom Application Software and records to validate such entitlement and to charge for support if Cisco determines that unauthorized support is being provided, as well as interest at the highest rate permitted by law, and applicable fees including, without limitation, attorneys' fees and audit fees.
- Upon opening a case with Custom Application Services Support Team, Customer is required to provide Cisco the Service contract number for the Custom Application Software for which Cisco is providing service and support. In the event that Customer is unable to provide valid and applicable Contract number for the Custom Application Software and Cisco agrees to provide Services then fees payable by Customer shall be at Cisco's then-current time and materials or non contract service rates.
- Customer will provide appropriately qualified staff to work with the Cisco's Custom Application Software engineers.
- Customer agrees to provide Cisco with sufficient information to attempt to resolve the issue. Customer shall provide such information as 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.
- Customer will provide an internal escalation process to facilitate communication between management levels in Cisco and Customer as appropriate, including personnel contact list.
- Customer will provide Cisco feedback on any Custom Application Software and potential fixes, which may be incorporated into the Custom Application Software at Cisco's sole discretion.
- Customer will provide Cisco access to Customer developed software as needed to resolve Custom Application Software Cases reported by Customer.
- 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 Cisco.com.

Services Not Covered

In addition to those Service Not Covered posted at www.cisco.com/go/servicedescriptions/, the following are not supported under the Custom Application Software Support Services:

- Any customization, upgrade, porting of the Custom Application Software, or labor to install the Custom Application Software. Such services may be provided under a separately contracted engagement
- Support of any changes made by Customer to the Custom Application Software.
- Support of Custom Application Software problems that are diagnosed by Cisco to be Enhancement requests or changes by Customer to the system configuration for which the Custom Application Software was developed. Resolution of the problems is viewed by Cisco as an Enhancement for which a separate statement of work between the parties is required.
- Any Hardware or third party product that Customer may need to acquire that is related to this Service Description.
- Support or replacement of Custom Application Software that are altered, modified, mishandled, destroyed or damaged by natural causes or damaged due to a negligent or willful act or omission by Customer other than as specified in the applicable Cisco-supplied documentation.
- Services to resolve Product or Custom Application Software problems resulting from third party products or causes beyond Cisco's control or Customer's failure to perform its responsibilities under this Service Description.
- Any support, upgrade or maintenance for Product other than Custom Application Software as defined in this Service Description.
- Services for non-Cisco development tools or any non-Cisco software installed in the Product.
- Any Hardware upgrade required to run new or updated Custom Application Software.
- Customer acknowledges that it is only entitled to receive support services against the Support Option for which it has paid a separate support fee. In the event additional Cases or Custom Applications are supported by Cisco beyond that which Customer has ordered, Cisco reserves the right to charge for support if Cisco determines that unauthorized support is being provided.
- Customer acknowledges that it is not entitled to support on Cisco products not covered under this Agreement. Support for Cisco products is covered under separate service maintenance agreements.
- Cisco shall not be required to perform any on-site support under this Service Description. If Cisco is requested to perform on-site diagnostic and remedial maintenance, except where mutually agreed, Customer shall reimburse Cisco for all labor and travel expenses at Cisco's then-current time and material rates.

Glossary of Terms for Custom Application Software Support Services

The following terms, as defined below, apply solely to this Service Description:

Bug Fix means any modification or revision to the Custom Application Software, 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 Custom Application Software. 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.

Custom Application Services Support Team means the technical assistance center that supports the Custom Application Software.

Custom Application Software means the custom software which was developed by Cisco for Customer under a separate agreement and is supported through Services provided herein.

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

Order Form is a Cisco provided document identifying the type and prices of Services. The Order Form shall have a unique reference number and is incorporated into this Agreement by reference.

Quote means the quote for Services setting out the extent of Services that Cisco shall provide to Customer, and the period during which Services shall be provided.

Services means the Custom Application Software support provided herein.