# cisco.

# Service Description of Independent Software Vendor Application Services

This document describes Cisco's Independent Software Vendor ("ISV") Application Services.

**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; 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. All capitalized terms not defined in the Supplemental Glossary of Terms for Independent Software Vendor Application Services at the end of this document have the meaning ascribed in the MSA or equivalent services agreement executed between you and Cisco.

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/. All capitalized terms not defined in the Supplemental Glossary of Terms for Independent Software Vendor Application Services at the end of this document have the meaning ascribed in the Glossary of Terms at the above URL.

Cisco shall provide the Independent Software Vendor Application Services described below as selected and detailed on the Purchase Order for which Cisco has been paid the appropriate fee

#### **Service Summary**

Independent Software Vendor Application Services provides technical support for Third Party Software that Cisco has sourced from an Independent Software Vendor ("ISV").

### Independent Software Vendor Application Services

#### **Cisco Responsibilities:**

 Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist by telephone, fax, electronic mail or the internet with Third Party Software use, configuration and troubleshooting issues. Cisco will respond within one (1) hour for all calls received during Standard Business Hours and for 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.

- Manage problems according to the <u>Cisco Severity</u> and <u>Escalation Guideline</u>.
- Access to Cisco.com for information on the solution that involves the Third Party Software. This system provides Customer with helpful technical and general information on Cisco Products and solutions. Please note that access restrictions identified by Cisco may apply.
- Work-around solutions or patches to reported Third Party Software problems using reasonable commercial efforts. Software patches and maintenance releases for the Third Party Software experiencing the problem will be provided as a download from the applicable ISV website (as available) or through other process as defined by the ISV and Cisco Technical Assistance Center.
- Third Party Software releases. The Third Party Software releases and supporting documentation are available directly from the ISV. Applicable supporting documentation, if available, can be obtained from the ISV.
- In the event Cisco determines escalation to ISV for Third Party Software support issues is necessary, Cisco will open a case for the Customer in the ISV's case management system. In some cases the Customer will then work directly with the ISV to address the case. In certain instances, Cisco may require that Customer contact ISV directly rather than Cisco for Third Party Software issues.
  - During case response, it may be necessary for Cisco to disclose Customer information to ISV. Such information may include logs, diagnostic results and contact information.

## Customer Responsibilities:

The provision of the Service options assumes that Customer will:

Controlled Doc. #343782 Ver: 1.1 Last Modified:6/5/2009 4:18:23 PM CISCO CONFIDENTIAL Independent\_Software\_Vendor\_Application\_Services.doc

- Provide a severity level as described in the <u>Cisco</u> <u>Severity and Escalation Guideline</u> for all the calls Customer places.
- Customer will open a case with Cisco for the initial service investigation unless otherwise instructed by Cisco.
- Customer acknowledges that it may be necessary for Cisco to disclose Customer information to ISV's for the purposes of case response, advance troubleshooting and issue resolution and Customer authorizes such disclosure.
- Provide, at Customer's expense, reasonable access to the Third Party Software through the Internet or via modem to establish a data communication link between Customer and the Cisco TAC engineer and/or ISV personnel as applicable and systems passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Customer will be required to access ISV website for Third Party Software releases (ie, patches, updates and upgrades) as well as for specific information, documentation, knowledge base related to Third Party Software.
- Provide thirty (30) days Notice to Cisco of any requested addition(s) to your Equipment List.
- 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 Third Party Software problems and issues reported to Cisco or where Customer is seeking information from Cisco in connection with Third Party Software use. Cisco may also require Customer to provide additional information in the form of location of the Third Party Software, 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. Customer is responsible for reviewing the list on an annual basis and adding or removing personnel as necessary
- Update to the latest Cisco and latest Third Party Software release, if required by Cisco or ISV, as applicable, to correct a reported Third Party Software problem.

- Pay all engineering time, travel, and out-of-pocket expenses if Customer request performance of onsite Services or Services outside the scope of Service options described in this document.
- Provide any Hardware required to perform fault isolation.
- Receive Services on Third Party Software for which Customer has:
  - Purchased a valid and current license from Cisco for the latest Third Party Software release or is renewing support for a valid supported license revision.
  - Completed the Cisco or ISV registration process, as applicable, for service activation.
  - Verified the issue exists on Cisco Hardware prior to opening a case with Cisco.
- Make all reasonable efforts to isolate the Third Party Software problem prior to requesting support from Cisco.
- Acquire, install configure and provide technical support for all Third Party Products, (not covered by this service) interacting with this product, including upgrades required by Cisco, ISV Supplier or related Services
- Maintain Customer's entire Third Party Software implementation for configurable Third Party Software currently in use under the same Service option for Cisco and/or the ISV to provide Services for any portion of Customer's Third Party Software implementation.

Supplemental Glossary of Terms for Independent Software Vendor Application Services

- Independent Software Vendor means a supplier of Third Party Software.
- Third Party Software means software developed by an Independent Software Vendor. This software may include both initial software releases and upgrades/updates developed after initial release by the Independent Software Vendor.