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Service Description: Small Business Incident Services

This document describes Cisco's Small Business Incident Services, consisting of Out-of-Warranty Phone Support and Next Business Day (NBD) Replacement 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; and (2) List of Services Not Covered. All capitalized terms in this description have the meaning ascribed to them in the Glossary of Terms or as follows:

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 executed between you and Cisco. All capitalized terms not defined in the Supplemental Glossary of Terms 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.

Out of Warranty Phone Support Service

Cisco Responsibilities:

- Cisco Small Business Support Center access during Standard Business Hours to assist Customer with Case regarding Product use, configuration and trouble shooting an issue.
- Upon request, Cisco will access Customer's network via remote dial-in to aid in providing assistance. Cisco's ability to provide such access is subject to Customer authorization and permission. Cisco personnel will access only those areas of network authorized by Customer.

NBD Replacement Service

Cisco Responsibilities:

 Where available, Cisco shall provide Customer with the NBD Replacement Service. NBD Replacement Services are subject to geographic and weight restrictions depending upon Customer's location. Please note that destination country importation, compliance with US export controls and customs processes may condition actual delivery times. Shipments will be DDU (Incoterms 2000), except for shipment to and from the European Union will be shipped DDP (Incoterms 2000), using Cisco's preferred carrier, freight prepaid by Cisco, excluding import duties, taxes and fees, where applicable. Cisco will provide Customer with Advance Replacement(s) that are either new or equivalent to new.

- Where Next Business Day delivery is available, an Advance Replacement will ship to arrive the next Business Day provided that Cisco's determination of Hardware failure has been made before 2:00 p.m. Depot Time. If Customer make a request after 2:00 p.m. Depot Time, Cisco will ship the Advance Replacement 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 2:00 p.m. Depot Time. Determinations that occur after 2:00 p.m. Depot Time will be shipped the following Business Day.

Customer Responsibilities:

The provision of the Service options assumes that Customer will:

- 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 customer support engineer and systems passwords so that problems may be diagnosed and, where possible, corrected remotely.
- 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.

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- Return to Cisco any defective or returned Product in accordance with Cisco's RMA procedure. Cisco will need Customer to provide credit card information to facilitate the payment 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 is responsible for the following when returning Product to Cisco: (a) proper packaging, including description of failure and written specifications of any other changes or alterations; (b) returns must be received within ten (10) Business Days; otherwise, the replacement Product will be charged at the current Price List. Packages for replacement shall be shipped DDU (Incoterms 2000) or FCA (Incoterms 2000) as applicable.

Supplemental Glossary of Terms

"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 Product. 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.