## Service Description: Custom Application Development and Integration Subscription Service

This document describes the Custom Application Development and Integration Subscription Service.

**Related Documents**: This document should be read in conjunction with the following documents also posted at 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), Cisco Services Agreement (ASA), or equivalent services agreement executed between you and Cisco. All capitalized terms not defined in in any supplemental definitions within 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.

**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 http://www.cisco.com/go/servicedescriptions/. All capitalized terms not defined in any supplemental definitions within this document have the meaning ascribed in the Glossary of Terms at the above URL.

Where available, Cisco shall provide the Custom Application Development and Integration Subscription Service described below as selected and detailed on the Purchase Order for which Cisco has been paid the appropriate fee. Cisco shall provide a Quote for Services ("Quote") 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 agreed between the parties and that, additionally, acknowledges and agrees to the terms contained therein.

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# 1.0    Services Summary & General Responsibilities

**Service Overview**.  The Custom Application Development and Integration Subscription Service provide custom engineering solution support on Custom Application Software developed by Cisco for Customer.

The Custom Application Development and Integration Subscription Service may include the following services and deliverables:

| Service Category | Service Document Deliverable(s) |
|---|---|
| **Advise Services** | Project Management Plan |
| | Solution Requirements Report |
| | Assessment Report |
| | High-Level Solution Design Document |
| | Low-Level Solution Design Document |
| **Implement Service** | Implementation Plan |
| | Implementation Execution |
| | Test Plan |
| | Test Execution |
| | Operations Runbook |
| | Knowledge Transfer |
| | Post Implementation Support |

# 2.0    Custom Application Development and Integration Advise Services

## 2.1    Strategize Services

### 2.1.1    Service Summary:

The Strategize Services align business and technical requirements to solution feature and functionality while focusing on desired business outcomes of the solution.

### 2.1.2    Cisco Responsibilities may include the following:

- Work with Customer to identify dependencies, risks, or issues associated with a successful completion of the project.

- Work with Customer to document a project schedule highlighting deliverables, milestones, planned project events, and resources.

- Participate in scheduled project review meetings or conference calls.

- Participate in any requirements workshops, conference calls, or emails and work with customer to document requirements.

### 2.1.3 Customer Responsibilities may include the following:

- Provide Cisco requested documentation, topologies, or requirements related to the successful completion of the project.

- Ensure that relevant resources are available to attend any project status meetings or requirements workshops.

- Review any documentation provided by Cisco during the delivery of these services and provide feedback as requested.

### 2.1.4 Deliverable(s) may include the following:

- **Project Management Plan**.  The Project Management Plan provides an overview of the project tasks and milestones.  This may be shared during a project kickoff meeting and updated periodically throughout the engagement to reflect updates to the plan.  A Cisco Project Manager will provide management of project resources, deliverables, milestones, and scheduling of meetings or resources.

- **Solution Requirements Document**.  The Solution Requirements Document documents business and technical requirements of the Cisco Solution that is collected through a series of requirements workshops or emails.

## 2.2     Assess Services

### 2.2.1   Service Summary:

The Assessment Services will verify your operating systems, virtualization software and applications, SDKs, APIs, and network's ability to support the proposed Cisco Solution, analyze gaps, and provide remediation steps to address prior to implementation.

### 2.2.2   Cisco Responsibilities may include the following:

- Work with Customer to understand its existing environment.

- Collect information from Customer's existing environment using Cisco assessment tools and techniques.

- Assess technical controls and architecture of existing environment.

- Conduct interview sessions with key Customer technical and operational personnel to gather and analyze all required components pertinent to the assessment.

- Work with Customer to document assessment results including a gap analysis and remediation plan.

### 2.2.3   Customer Responsibilities may include the following:

- Provide Cisco permission to install assessment tools, as applicable.

- Provide Cisco requested documentation, topologies, or requirements related to the successful completion of the project.

- Ensure that relevant resources are available to attend any project status meetings or requirements workshops.

- Review any documentation provided by Cisco during the delivery of these services and provide feedback as requested.

### 2.2.4   Deliverable(s) may include the following:

- **Assessment Report**.  The Assessment Report provides the results of an application and/or infrastructure assessment that may include QoS, software levels, hardware levels, security policies, or WAN link configurations.  Cisco may utilize data collection tools while performing this assessment.

## 2.3     Design Services

### 2.3.1     Service Summary:

The Design Services will provide a high-level architectural design and/or a implementation-ready detailed solution design.

### 2.3.2     Cisco Responsibilities may include the following:

- Work with Customer to review, validate, and revise any existing architectural or logical network and application designs.
- Work with Customer to document design(s) and/or configurations.

### 2.3.3     Customer Responsibilities may include the following:

- Provide Cisco requested documentation, topologies, or requirements related to the successful completion of the project.
- Review any documentation provided by Cisco during the delivery of these services and provide feedback as requested.

### 2.3.4     Deliverable(s) may include the following:

- **High-Level Solution Design Document.** The High-Level Solution Design Document provides a logical network and application design of the proposed Cisco Solution addressing documented business and technical requirements.
- **Low-Level Solution Design Document**.  The Low-Level Solution Design Document provides a low-level architecture design of the proposed Cisco Solution and detailed technical configuration(s) and designs that may include operating systems, virtualization software and applications, SDKs and APIs requirements, as well as requirements for connectivity and access to applications that are necessary to work with the Cisco Custom Application Solution.

# 3.0     Custom Application Development and Integration Implement Services

## 3.1     Implement  Services

### 3.1.1     Service Summary

The Implement Services provide expert assistance for implementation plans, acceptance testing, solution implementation support and/or post-implementation support.

### 3.1.2     Cisco Responsibilities may include the following:

- Work with Customer to document activities, tasks, timelines, and owners related to solution implementation.
- Work with Customer to document tasks associated with solution enablement, training, marketing and/or reporting and provide support during launch, as applicable.
- Work with Customer to document test plans and expected results to validate solution implementation.

- Provide support during and post solution implementation, as applicable.

- Work with Customer to deliver any knowledge transfer workshop(s) related to the project.

### 3.1.3 Customer Responsibilities may include the following:

- Provide Cisco requested documentation, topologies, or requirements related to the successful completion of the project.

- Review any documentation provided by Cisco during the delivery of these services and provide feedback as requested.

- Attend any knowledge transfer workshop(s) on topics related to the project.

### 3.1.4 Deliverable(s) may include the following:

- **Implementation Plan**.  The Implementation Plan provides the tasks, timelines, and owners related to solution implementation.

- **Implementation Execution.** Implementation Execution provides remote support of implementation plan execution.

- **Test Plan**.  The Test Plan provides test cases, expected results, and is updated to include actual acceptance testing results and remediation plan.

- **Testing Execution.** Execute the test cases as specified in the Test Plan.

- **Operations Runbook**.  The Operations Runbook will provide recommendations and best practices on how to support the as-built solution.

- **Knowledge Transfer**.  Knowledge Transfer provides training related to project deliverables, solution administration, project hand-off and/or basic troubleshooting.

- **Post Implementation Support**.  Post-Implementation Support provides remote support for a designated period of time after the successful implementation of the Cisco Solution. The service provides support to diagnose a Custom Application Software outage and restore the application back to working order. The service covers break-fix work only and no upgrades or Enhancements are included. Software upgrades may be required to resolve an issue from time to time but upgrades are not covered as part of this service.  Software upgrades can be purchased separately.

  **Cisco Responsibilities**

  a. Provide 24-hour 7-day a week access for Customer to open a Case. Cisco will use reasonable commercial efforts to respond to Customer within one (1) hour for all Cases received during Standard Business Hours. For Cases received outside Cisco Standard Business Hours, Cisco will respond no later than the next business day. Cisco Standard Business Hours are 9:00 a.m. to 5:00 p.m., Eastern Standard Time, Monday through Friday, excluding Cisco-observed holidays.

  b. Provide support via Cisco.com, telephone, or electronic mail, as appropriate, during Cisco Standard Business Hours.

  c. Provide access to engineers familiar with the Custom Application Software, who will provide remote support and basic problem resolution services to Customer and respond to Customer's requests. Upon request, Cisco will access Customer's system remotely 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.

  d. Provide an appropriate level of Customer access to Cisco.com

  e. Provide Customer a method for communication of additional Case information for Custom Application Software problems encountered by Customer.

**f.** 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.

**g.** 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.

**Customer Responsibilities**

**a.** Ensures key stakeholders participation with business, engineering and operations personnel during kick off meetings, interviews, workshops and review of findings.

**b.** Open a trouble case and provide reasonable problem description.

**c.** Designate a single point of contact for all Cisco communication.  This person has the authority to act on all aspects of the work being performed.

**d.** Designate a backup contact when Customer contact is unavailable.  This person has the authority to act on all aspects of the work being performed in absence of the primary contact.

**e.** Customer shall provide, at no charge to Cisco, reasonable access to the Custom Application Software through a secure method such as Cisco VPN or WebEx session 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.

**f.** Customer is responsible for any hardware required to perform fault isolation.

**g.** Customer acknowledges that it is only entitled to receive Services on Custom Application Software for which it has paid the applicable 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.

**h.** Customer will provide appropriately qualified staff to work with the Cisco's Custom Application Software engineers.

**i.** 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 and/or logs that exhibits the issue.

**j.** Customer will provide Cisco access to Customer owned software as needed to resolve Custom Application Software Cases reported by Customer.

**k.** Customer may log, monitor, and update Cases electronically via Cisco.com.

# 4.0   Project Assumptions and Exclusions

Services and service pricing are based upon the following assumptions and exclusions ("Assumptions").

- Customer is responsible for determination and implementation of Customer design requirements and implementation of any recommendations provided by Cisco. Cisco recommendations are based upon information provided to Cisco at the time of the services. In no event shall Cisco be liable for the accuracy or completeness of the information contained in the Cisco recommendations.

- Service Description should be read in conjunction with the Advanced Services General Assumptions and Exclusions document posted at: http://www.cisco.com/go/servicedescriptions which is hereby incorporated for reference. To the extent there is a conflict between the terms of this Service Description and such document, the terms of this Service Description shall control.

- All services will be provided in the English language unless otherwise agreed to by Customer and Cisco.

- Services quote assume work is performed during Standard Business Hours.

- Cisco or individuals, contractors, agents, suppliers or organizations employed or hired under contract with Cisco may perform services at Cisco's discretion.

- Cisco will accommodate changes to deliverables, within reason, provided to Customer or jointly developed until solution implementation.

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

- Unless otherwise explicitly stated herein, all documentation provided to Customer during the course of the Services shall be limited to documentation published on Cisco Connection Online.

- Knowledge Transfer does not replace product training related to the solution.

- Customer will provide any related licensing requirements necessary for the Application deployment.

- Customer will provide connectivity to internal (on-premise) applications as required.

- The following are not supported under Custom Application Development and Integration Subscription Service:

    a. Any customization, upgrade, and/or porting of the Custom Application Software.

    b. Support of any changes made by Customer to the Custom Application Software.

    c. 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.

    d. Any hardware or third party product that Customer may need to acquire that is related to this Service Description.

    e. 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.

    f. 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.

    g. Any support, upgrade or maintenance for Product other than Custom Application Software as defined in this Service Description.

    h. Services for non-Cisco development tools or any non-Cisco software installed in the Product.

    i. Any hardware upgrade required to run new or updated Custom Application Software.

    j. 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.

    k. 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.

    l. 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.

**Supplemental Definitions**

- **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 Software** means the custom software developed by Cisco for Customer under a separate agreement and is supported through Services provided herein.

- **Enhancement(s)** 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.

**Custom Software Assumptions and Exclusions**

- If Cisco provides Customer with any Software or Scripts as part of the Services ("Custom Software")(and, for avoidance of doubt, not including Custom Application Software developed under a separate agreement), then such Custom Software is provided incidental to the Services and is considered Cisco's Confidential Information. The Custom Software is licensed to Customer in accordance with the Master Agreement (as defined in the Glossary of Terms), or in absence of any applicable Software license provisions in the Master Agreement, then Cisco's End User License Agreement located at http://www.cisco.com/go/eula. Cisco and its licensors retain sole and exclusive ownership of the Custom Software, including without limitation all intellectual property rights in the Custom Software and in all modifications, enhancements and derivative works of the Custom Software.

- If Cisco provides Customer with a Source Code version of the Custom Software, the Source Code, including any copies, modifications, enhancements and derivative works of the Source Code, is Cisco Confidential Information that must be kept secure with access given only to Customer personnel who must access the Source Code to accomplish the purposes of this SOW. Unless otherwise stated by Cisco, the license granted by Cisco to Customer includes the limited license to modify and enhance the provided Source Code solely for Customer's internal use as expressly permitted by this SOW. Upon request by Cisco, Customer will remove and substitute, or allow Cisco to remove and substitute, the Cisco-provided Source Code in Customer's possession with functionally equivalent Cisco-provided object code. "Source Code" means any software code in human-readable or non-compiled form, including any programmer's notes, related materials and documentation.

- The Custom Software may contain open source software, subject to separate license terms. If you have any questions, or wish to receive a copy of any open source code to which you may be entitled under the applicable open source license(s), contact Cisco at external-opensource-requests@cisco.com.

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