



Service Description: Cisco Service Provider Advantage

This document describes Cisco Service Provider Advantage support services.

Related Documents: This document should be read in conjunction with the following documents also posted at www.cisco.com/go/service-descriptions : (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 executed between you and Cisco. All capitalized terms not defined in the Supplemental Glossary of Terms for Cisco Service Provider Advantage at the end of this document have the meaning ascribed in the MSA or equivalent services agreement executed between you and Cisco. In the event of a conflict between this Service Description and your MSA or equivalent services agreement, this Service Description shall govern.

Sale from 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/service-descriptions/. All capitalized terms not defined in the Supplemental Glossary of Terms for Cisco Service Provider Advantage at the end of this document have the meaning ascribed in the Glossary of Terms at the above URL.

This Cisco Service Provider Advantage is intended to supplement a current support agreement for Cisco products and is only available where all Product(s) in Customer's Network are supported through a minimum of core services such as Cisco SMARTnet / SMARTnet Total Care / SP Base and Software Application Services, as applicable. Cisco shall provide the Cisco Service Provider Advantage 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 that Cisco shall provide and the period during which such Services shall be provided. 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.

Service Summary

Cisco Service Provider Advantage outcome based support service is a personalized technical service and designed to aid the Customer's operational efficiency improvement efforts. Unless otherwise elected, the service is delivered by designated remote resources.

Optionally, the Customer may select service delivery in the following areas:

- Asset Management
- Knowledge Management

Cisco Responsibilities

Cisco's Service Provider Advantage service consists of the provision of Services described below, where available, which Cisco shall provide for the Customer's Network during Normal Business Hours (unless stated otherwise). Services provided by Cisco are remotely delivered unless otherwise noted. Cisco shall provide the following general support provisions for all Services selected by Customer:

Cisco Service Provider Advantage

- Designate an individual to act as the primary non-technical liaison point of contact to provide Deliverables and Activities. Designate technical resources applied to technical issues reported. The quantity, delivery frequency of the Deliverables, and efforts for ongoing Activities will vary depending on Customer requirements and what Customer and Cisco mutually agree upon when Services are purchased.
- **Regularly Scheduled Deliverables and Activities.** Cisco will provide the services described below. Deliverables and Activities described below are provided in their entirety.
- **Incident Management:** Facilitate problem resolution on a reactive basis for technical issues reported to Cisco by Customer and help Customer determine if appropriate resources are being applied to technical issues reported.
- **7 by 24 Incident Management:** Provide case request and escalation management support for Severity 1 and Severity 2 cases during non-business hours.

- Coordinates Cisco support organizations, escalation process, and Customer resources for Service Requests.
- Follow-ups within Cisco and Customer and identifies Service Request response gaps.
- Conducts proactive problem management through post incident review and updates to processes.
- Provides recommendation for corrective actions.
- Provides operational support for Service Requests.
- **Service Monitoring and Reporting:** Provide standard weekly, monthly, quarterly reporting to Customer. Reports may include, among other information, the following:
 - Engineering Failure Analysis (“EFA”) Coordination and Reporting: Coordinate the return of parts requiring a failure analysis and communication on the status to the Customer. Regular reporting, status, and escalation assistance provided.
 - Service Delivery Level Reporting: Provide reporting focusing on delivered service levels, track progress of open Service Requests, and address outstanding issues.
 - Weekly meetings to review Service Request status and follow-up on actions.
 - Reports on Deliverables and Activities provided during the immediate past timeframe and actions planned for the next quarter.
 - Assess the Customer’s incident management readiness.
 - Create baseline documentation of complex operation processes and procedures.
 - Personalize reports on Cisco Service Requests.
 - Deliver Known Error Report
 - Deliver Post Incident Operational Report
 - Provide technical root cause analysis report with recommendations and analysis of operational abnormalities and trends.
 - Provide regular Proactive Operations Excellence Assessment
- **Problem Management:** Cisco shall provide the following Services, where available, on a twenty-four (24) hours per day, seven (7) days per week basis:
 - Case tracking and troubleshooting:
 - Provide direct access to a Cisco engineer via a Cisco provided phone number.
 - Provide response to Customer within fifteen (15) minutes on Severity 1 or thirty (30) minutes on Severity 2 calls. For Severity 3 and Severity 4 calls, response shall be within sixty (60) minutes.
 - Root Cause Analysis: Perform root cause analysis on technical issues on the Network Infrastructure. Performance of root cause analysis by Cisco is dependent upon Cisco having all necessary available information with which to perform a root cause analysis.
 - In the event that Cisco provides certain Data Collection Tools that it identifies as appropriate for collecting data on the Network Infrastructure during the Term of the Services, (provided that all fees due and owing to Cisco under this Service Description have been paid), such Data Collection Tools may or may not include Hardware or Software. Customer acknowledges and agrees that Cisco shall retain full right, title and interest to the Data Collection Tools.
 - Supports problem management through the development of impact/risk assessment, addresses customer identified critical issues and recovers the device from down and/or critical condition in a timely manner.
 - Provides 24x7 diagnostics and troubleshooting on Severity 1 and Severity 2 incidents.
 - Monitors network Severity 3 and Severity 4 problems, and provides customer network insight as necessary
 - **Maintenance Window Support:**
 - Proactively works with the Customer to create the Service Request and schedules maintenance window.
 - Reviews the Method of Procedure for major changes
 - Proactively supports the Customer’s change management process.
 - Creates software referral list to address critical problems at device level.
 - Provides support on technical aspects of change.
 - **Service Level Agreement (SLA).** SLA establishes a process for measuring and reporting on service metrics to monitor consistent service delivery, and

helps mitigate risk by providing a defined remedy structure if targets are not met. Where supported, the following SLAs are included under the Cisco Service Provider Advantage offering and further described in Exhibit A to this Service Description:

- Response Time SLA – measures service response time performance and sets defined response time target for Severity 1 and 2 cases
- Restoration Time SLA – measures network restoration time and sets defined restoration times for Severity 1 and Severity 2 cases

The provisions of SLAs that are a part of this offer are described under Exhibit A, except to the extent there are previous SLAs in place between the parties addressing Response Time and Restoration Time SLAs (Existing SLAs) and the Customer has renewed the comparable level of Service Provider Advantage service delivery, including High Touch Technical Support, from legacy service offerings. To the extent of a conflict between the SLAs described herein and Existing SLAs within a separately signed agreement, the terms of the separate signed agreement addressing the Existing SLAs shall control.

▪ **Dedicated Resources, Remote:**

The customer may elect to have the High Touch Operations Manager (s) and or Cisco Support Engineer (s) (CSE) provide dedicated incident management and problem resolution support.

- In addition to Maintenance Window Support above:
 - Cisco led maintenance window support provides dedicated CSEs to monitor the Customer network with custom-built scripts to identify service-impacting issues.
 - Dedicated CSEs open Service Requests on behalf of the Customer
 - To the extent allowed by a third party vendor(s) that is a part of a Customer support solution, dedicated CSEs will access applicable third party vendor tools and open Service Requests with third party vendor's assistance centers to resolve multi-vendor issues for supported solutions.
 - For any major change in the network, dedicated CSEs monitor the network for 72 hours and send a custom report every 8 hours on the status of the change(s).

▪ **Dedicated Resources, On-site:**

The customer may elect to have the High Touch Operations Manager (s) and or the CSE (s) provide dedicated incident management and problem resolution support on-site at the customer's premise.

- In addition to Maintenance Window Support above.
 - Cisco led maintenance window support provides dedicated CSEs to monitor the Customer network with custom-built scripts to identify service-impacting issues.
 - Dedicated CSEs open Service Requests on behalf of the Customer
 - To the extent allowed by a third party vendor(s) that is a part of a Customer support solution, dedicated CSEs will access applicable third party vendor tools and open Service Requests with third party vendor's assistance centers to resolve multi-vendor issues for supported solutions.
 - For any major change in the network, dedicated CSEs monitor the network for 72 hours and send a custom report every 8 hours on the status of the change(s).
- **Knowledge Management Option:** The Customer may purchase Knowledge Management training dollars to be applied toward training services. Training services include: quarterly, knowledge gap analysis report, and training recommendations. Training dollars may be applied toward:
 - Online training
 - Open enrollment instructor led training courses
 - Private instructor led training courses
 - Curriculum planning services
- **Asset Management Option:** Cisco will provide monthly reports and recommendations on the Customer's inventory. Reports may include, among other information, the following:
 - Return Material Authorization (RMA) performance and recommended actions, if any.
 - Documented process for IT asset moves, adds, changes and deletions.
 - Recommended changes to address inventory service coverage, co-termination, and location.
 - Utilization best practices and continuous asset management improvements.
 - Monthly, deliver ad hoc and detailed inventory reports.
 - Cisco's Smart Assist Service, which is delivered as part of this Asset Management Option, provides collector deployment assistance and other service elements within Asset

Management. The Smart Assist Service terms are shown at http://www.cisco.com/c/dam/en_us/about/doin_g_business/legal/service_descriptions/docs/smart-assist-service.pdf, and are incorporated herein by reference.

Customer Responsibilities

▪ Cisco Incident Management Service

- Designate a representative to act as the primary interface with Cisco.
- Attend regularly scheduled conference calls for open case reviews.
- Report Severity 1 and 2 problems directly (e.g. by telephone) using the Cisco provided phone number. Response times do not include problems reported using Cisco.com or other electronic means.
- Advise Cisco of standard operating procedures related to Customer's business practices, its internal operational nomenclature and Network to allow Cisco to effectively communicate and discuss cases with Customer in the context of Customer's business environment.
- Provide reasonable electronic access to Customer's Network to assist Cisco in providing support.

▪ Cisco Problem Management Service

- Designate person(s) from within Customer's technical support organization to serve as a liaison to the Cisco Engineer.
- Notify Cisco Engineer of any major technology

additions or changes to the Network.

- Provide all necessary device, platform, feature, and release train requirements that exist in the customer environment.
- Customer acknowledges that Cisco will only support generally available Products and Software releases/versions unless otherwise mutually agreed.
- In the event Data Collection Tools are provided by Cisco and located at Customer's site, Customer shall ensure that such Data Collection Tools are located in a secure area, within a Network environment protected within a firewall and on a secure LAN, under lock and key and with access restricted to those Customer employee(s) or contractor(s) who have a need to access the Data Collection Tools and/or a need to know the output of the Data Collection Tools. In the event Data Collection Tool provided by Cisco is Software, Customer agrees to make appropriate computers available and download Software as needed.

Supplemental Glossary of Terms for Cisco Technical Service Advantage

- **Activity** means a set of technical or business consulting tasks performed for the benefit of Customer in the delivery of a Service in which no published document accompanies the exit criteria and is typically referred to an "ongoing" task under a subscription service.
- **Deliverable** means a set of technical or business consulting tasks performed for the benefit of Customer in the delivery of a Service in which the exit criteria is a published document such as multiple design reviews or Software recommendation reports, audits, etc.

EXHIBIT A

SERVICE PROVIDER ADVANTAGE

RESPONSE TIME AND RESTORATION TIME SERVICE LEVEL AGREEMENTS

This Exhibit A sets forth the terms and conditions related to Service Level Agreement that is a part of the Cisco Service Provider Advantage purchased by the Customer.

1. **PURPOSE.** The purpose of this SLA is to help the parties monitor and evaluate Cisco's performance of its obligations in responding to the Customer and assisting the Customer to resolve Severity 1 and Severity 2 service requests related to Products covered by this SLA. As described in more detail below, the parties expect to meet response time and restoration time performance objectives in more than 95% of such service requests, respectively. For the purposes of this SLA, Service Provider Advantage is inclusive of High-Touch Technical Support ("HTTS").
2. **DEFINITIONS.**
 - a) "Commencement Date" means the date on which the first Measurement Period begins, which will be the first day of the calendar month following Cisco's acceptance of the purchase order for the Services Provider Advantage Service.
 - b) "Measurement Period" means each non-overlapping three (3) month period after the Commencement Date.
 - c) "On Time Service Event" means a Service Event in which: (i) the Response Time is within the Response Time Obligation, or (ii) the Restoration Time is within the Restoration Time Obligation.
 - d) "On Time Percentage" means the ratio between: (i) the number of On Time Service Events during a given Measurement Period to (ii) the number of total Service Events during the same Measurement Period, multiplied by 100.
 - e) "Response Time" for a Service Event means the time period commencing upon creation of a TAC service request and ending when the Cisco engineer has contacted a Customer representative.
 - f) "Response Time Obligation" is a Response Time of 15 minutes or less for Severity 1 Service Events and 30 minutes or less for Severity 2 Service Events.
 - g) "Restoration Time" for a Service Event means the time period commencing upon creation of a TAC service request and ending when Cisco provides the technical information which, when implemented, will restore the Cisco Product to a satisfactory, usable level of functionality.
 - h) "Restoration Time Obligation" is a Restoration Time of four (4) hours for a Severity 1 Service Event, and eight (8) hours for a Severity 2 Service Event. The metrics associated with Cisco's delivery of a Field Replaceable Unit (FRU) or Field Engineer (FE) are not covered by this SLA.
 - i) "Service Credit" means the amount in U.S. dollars that Cisco will provide to Customer as a credit toward future purchases in the event that Cisco fails to meet the Response Time or the Restoration Time On Time Percentage for a given Measurement Period, as set forth in Section 5 of this SLA.
 - j) "Service Event" means a Customer contact with Cisco resulting in the creation of a Severity 1 or Severity 2 TAC service request as defined in Cisco's standard Severity and Escalation Guidelines.
 - k) "SLA Equipment List" means the list of Cisco Products that are subject to this SLA, as set forth in service contract, and that are covered by the Services Provider Advantage Service.
3. **RESPONSIBILITIES OF CISCO.** Cisco's responsibilities under this SLA are as follows:
 - (a) Cisco will perform the Service Provider Advantage services in order to meet the performance objectives under this SLA.
 - (b) Cisco will update and maintain the SLA Equipment List based on information provided by Customer.
 - (c) Cisco will provide Service Credits to Customer, if applicable, within thirty (30) days of receiving Customer's written request per Section 5 below.
4. **RESPONSIBILITIES OF CUSTOMER.** Customer's responsibilities under this SLA are as follows:
 - (a) Customer will provide a single point of contact to Cisco to establish key operational and data collection and reporting processes between Cisco and Customer.
 - (b) Customer will follow Cisco business processes in interacting with Cisco support services, such as the Cisco TAC process and the Cisco Returns Materials Authorization Process, including reporting a service request based on Cisco standard Severity and Escalation Guidelines, and providing

required information as requested by Cisco in a timely manner including, but not limited to, product information, network topology map, device/error logs, and verification data on Customer service impact.

- (c) Customer will ensure that its personnel are capable of communicating effectively and in a timely manner in the English language with Cisco personnel

5. PERFORMANCE MEASUREMENT AND SERVICE CREDITS.

- (a) Procedure: Following the end of each Measurement Period, Cisco will provide a report to Customer containing the Response Time and the Restoration Time calculations shown in Sections 5(b) and 5(c) below.
- a. Within thirty (30) days after receiving such report, Customer will request in writing the appropriate credits from Cisco in the event Customer has purchased Service Provider Advantage directly from Cisco.
 - b. Except for reporting described in Section 5(a), the entire Section 5 is merely a guide and does not apply if Customer has purchased Cisco's Service Provider Advantage through a Cisco authorized reseller. Any credits applicable to Customer would be addressed under a separate agreement between Customer and the Cisco authorized reseller from whom Customer purchased Service Provider Advantage.
- (b) Response Time: If there are at least twenty (20) Service Events during any Measurement Period and the On-Time Percentage for Response Time during such Measurement Period is less than 95%, then Cisco will provide Customer a Service Credit equal to \$500 multiplied by the number of Service Events that Cisco did not meet the Response Time Obligation below the 95% threshold.

For example, if the number of Service Events during a Measurement Period is 300, and the number of On Time Service Events for Response Time is 265, then the Service Credit due Customer during that Measurement Period is calculated as follows:

Example - Service Credit Calculation:

- The 95% On Time Threshold = $(300 * .95)$ or 285 On Time Service Events
- Number of On Time Service Events below threshold = 285 less 265, or 20 Service Events
- Service Credit = $(\$500 * 20)$ or \$10,000

If there are fewer than twenty (20) Service Events during a Measurement Period, then Cisco will provide Customer a Service Credit equal to \$500 for each Service Event in which Cisco fails to meet the Response Time Obligation during that Measurement Period, excluding the first such Service Event.

- (c) Restoration Time: If there are at least twenty (20) Service Events during any Measurement Period and the On-Time Percentage for Restoration Time during such Measurement Period is less than 95%, then Cisco will provide Customer a Service Credit equal to \$1500 multiplied by the number of Service Events that Cisco did not meet the Restoration Time Obligation below the 95% threshold.

For example, if the number of Service Events during a Measurement Period is 30, and the number of On Time Service Events for Restoration Time is 25, then the Service Credit due Customer during that Measurement Period is calculated as follows:

Example - Service Credit Calculation:

- The 95% On Time Threshold = $(30 * .95)$ or 29 On Time Service Events
- Number of On Time Service Events below threshold = 29 less 25, or 4 Service Events
- Service Credit = $(\$1500 * 4)$ or \$6,000

If there are fewer than twenty (20) Service Events during a Measurement Period, then Cisco will provide Customer a Service Credit equal to \$1500 for each Service Event in which Cisco fails to meet the Restoration Time Obligation during that Measurement Period, excluding the first such Service Event.

- (d) The Service Credits described in this Section 5 will be Customer's sole and exclusive remedy and the entire liability under this SLA of Cisco and its suppliers for any failure to achieve the On-Time Percentages set forth in this SLA.

- (e) The maximum credits issued by Cisco to Customer under this SLA for any single Measurement Period will be 5% of the aggregate service fees paid received by Cisco for the Cisco Service Provider Advantage service.
 - (f) In no event will the total quarterly Service Credits under this SLA and any other service level agreement between Cisco and Customer exceed 5% of the aggregate quarterly fees paid by Customer to Cisco for all Cisco services required to be purchased under this SLA and such other service level agreements for such period.
 - (g) The credits issued under this SLA may be applied by Customer only toward the purchase of Cisco Services during the twelve (12) month period following issuance. Credits may not be redeemed for any refund, used to set off any amounts payable to Cisco, or transferred to any other party.
6. **CONDITIONS.** Cisco will be responsible for issuing Service Credits under this SLA only if all of the following conditions are met:
- (a) Customer uses the network in a manner consistent with its published specifications, including its environmental specifications.
 - (b) Throughout the term of this SLA, Customer purchases, maintains, and complies with terms of all of the Cisco services set forth within the Service Provider Advantage Service, including HTTPS, and its responsibilities set forth in Section 4 of this SLA.
 - (c) Customer notifies Cisco in writing ten (10) business days in advance of any Product on the SLA Equipment List that is to be modified, including upgrades or changes to components beyond the original configuration, and complies with Cisco's reasonable recommendations.
 - (d) Customer on a timely basis (i) provides Cisco with necessary personnel and physical access to Customer facilities and remote network access to Products in the SLA Equipment List as needed, and (ii) implements Cisco's recommended changes, to enable Cisco to perform under this SLA.
7. **TERM AND TERMINATION.** The Term of this SLA is twelve (12) months from the Commencement Date. Notwithstanding any longer term of the Agreement to which this SLA is attached, the term of this SLA shall expire upon the earlier of (i) the expiration or termination of Service Provider Advantage Service , or (ii) twelve (12) months from the effective date of this SLA. This SLA shall be renewable only by a written agreement signed by both parties. Notwithstanding the above, this SLA will terminate: (a) automatically upon expiration or termination of the Agreement, or (b) upon mutual written agreement by the parties.
8. **CONFIDENTIALITY.** In addition to any other confidentiality obligations between the parties, Customer agrees that the contents of this SLA are strictly confidential and shall only be disclosed to employees of Customer on a "need to know" basis for purposes of fulfilling the Customer's obligations hereunder. Customer will not disclose to any third party the existence or terms of this SLA without the prior written consent of Cisco.
9. **END OF LIFE.** This SLA will cover Products beyond the End of Sale date only where Cisco and Customer have a mutually agreed plan executed in writing for the support of such End of Sale. Under no circumstances does the SLA apply to any Product beyond the End of Support date.