



CRS Support Services Pilot Program Agreement

This CRS Support Services Pilot Program ("Pilot") Agreement (the "Agreement") by and between Cisco Systems, Inc., ("Cisco") a California corporation having its principal place of business at 170 West Tasman Drive, San Jose, California, 95134, and ("Customer"), a corporation having its principal place of business at _____ is entered into as of the date last written below (the "Effective Date").

This Agreement consists of this signature page, Equipment Lists (as defined herein) and the following attachments:

1. CRS Support Services Pilot Program Agreement – General Terms and Conditions
2. EXHIBIT A: CRS Support Services Exhibit
3. APPENDIX A: Cisco Problem Prioritization and Escalation Guideline

This Agreement sets forth the terms and conditions for the CRS Support Services Pilot Program ("Pilot"). This Agreement is the complete agreement between the parties hereto concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. This Agreement may only be modified by a written document executed by the parties hereto.

CRS SUPPORT SERVICES PILOT PROGRAM AGREEMENT - GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS.

- 1.1 "**Cisco.com**" means Cisco Connection Online, Cisco's suite of on-line services and information at <http://www.cisco.com>.
- 1.2 "**Customer**" means the entity specified above who has licensed or purchased Product(s) for its own internal use and not for resale, remarketing, or redistribution.
- 1.3 "**Equipment List**" means the list of Hardware and/or Software for which Cisco provides Services pursuant to an Exhibit hereto.
- 1.4 "**Exhibit(s)**" means the exhibits to this Agreement, including without limitation any Equipment List, whether set forth above or incorporated herein by amendment.
- 1.5 "**Hardware**" means tangible Cisco equipment, devices and/or components made available to Customer.
- 1.6 "**Product**" means Cisco's Carrier Routing System-1 (CRS-1) Series of networking products.
- 1.7 "**Services**" means the services provided by Cisco to Customer under this Agreement.
- 1.8 "**Software**" means the software programs licensed to Customer by Cisco and any copies, updates or upgrades to such software programs.
- 1.9 "**Statement of Work**" ("**SOW**") means the document(s) agreed upon by the parties as an attachment to an Exhibit hereto and which defines Services and deliverables to be provided.

2.0 SCOPE.

- 2.1 This Agreement and the attached Exhibit set forth the terms and conditions for Customer's purchase of and entitlement to the Services during the term of this Agreement.
- 3.2 Customer's participation in this Pilot under this Agreement shall in no way be construed to create any obligation on the part of Cisco to: (a) offer a Pilot program in any form beyond the Term; or (b) create and/or offer a generally available CRS Support Services program during or following the Pilot. Additionally, Customer understands and acknowledges that any generally available CRS Support Services program may have program terms that are materially different than the terms of the Pilot.

3.0 ORDERS, PRICING AND PAYMENT.

- 3.1 **Orders.** Customer shall purchase Services by issuing a written or electronic purchase order signed or in the case of an electronic transmission sent by an authorized representative of Customer (a "Purchase Order.") The terms and conditions of this Agreement prevail regardless of any conflicting or additional terms on the Purchase Order or other correspondence. Upon Cisco's acceptance of a Purchase Order, Cisco will issue an Equipment List.
- 3.2 **Pricing and Payment.** Pricing for Services provided under this Agreement shall be at Cisco's then current list price at the time of Cisco's acceptance of a Purchase Order. All amounts shall be invoiced and payable annually in advance and payments shall be US currency. All prices are exclusive of any taxes, fees or duties, which shall be paid by Customer unless Customer presents an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. Subject to credit approval by Cisco, payment terms shall be net thirty (30) days from invoice date. Any sum not paid by Customer when due shall bear interest until paid at a rate of 1.5% per month (18% per annum) or the maximum rate permitted by law, whichever is less.

- 4.0 **SOFTWARE LICENSE.** Subject to any specific or conflicting terms contained in this Agreement, any Software provided pursuant to this Agreement (either downloaded from Cisco.com or through Cisco's Product Upgrade Tool ("PUT") but also licensed through the product agreement or in a box) is licensed under the Software license that comes with Product purchased by Customer. For any other Software provided as a result of Services, Customer agrees that it is licensed to use such Software 1) only on Hardware covered under this Agreement; or 2) in the case of certain Application Software, on third party hardware, (except as otherwise authorized in the Software documentation) and subject to the terms and conditions of the Software license contained in the agreement pursuant to which the Software, or the Hardware to which such Software relates, was provided to Customer. Customer shall not: (i) copy, in whole or in part, Software or documentation; (ii) modify the Software, reverse compile or reverse assemble all or any portion of the Software; or (iii) rent, lease, distribute, sell, or create derivative works of the Software. Software will be delivered electronically via a download from Cisco's Cisco.com website, on CDROM or

other media unless otherwise specified by Cisco. When Customer updates or upgrades a copy of Software to a new release, Customer shall not use (except for a limited period of parallel testing) the new Software release and the corresponding copy of the previous Software release concurrently. Under no circumstances shall the previous release be re-used or transferred to any other device(s).

5.0 TERM AND TERMINATION.

5.1 This Agreement shall commence on the Effective Date and continue for a period of four (4) months ("Term"), unless otherwise mutually extended by the parties. The term of an Equipment List hereunder shall commence on the date set forth on such Equipment List by Cisco, which may be up to sixty (60) days (or less) following the date of order receipt, unless otherwise agreed by Cisco. The term shall continue for a period of one (1) year. Upon termination of this Agreement, neither party shall have any further obligations to the other party under this Agreement and/or Equipment List other than as detailed in Section 5.2 below. For continuation of support services upon conclusion of the Term, the parties shall execute a new agreement or an amendment to this Agreement as required by Cisco that may incorporate any additional program requirements, including any findings which result from this Pilot. Nothing in this Agreement shall oblige either party to enter into any new agreement or further amendment to this Agreement.

5.2 In the event Cisco's support obligations to Customer in respect of an Equipment List agreed upon by the parties and for which payment has been received by Cisco prior to the expiration of the Term set forth in Section 5.1 above extend beyond the Term set forth in Section 5.1, and provided that Customer complies with the terms of the Agreement and its obligations hereunder, Cisco will provide support to Customer for the term of such Equipment List provided that the maximum period of support shall not exceed one (1) year from the date of such Equipment List.

5.3 This Agreement and/or any Exhibit may be terminated by Cisco and/or Cisco may suspend its performance immediately upon written notice to Customer if Customer fails to pay amounts past due.

5.4 This Agreement and/or any Exhibit hereunder may be terminated immediately upon written notice by either party:

5.4.1 If the other party has failed to cure a breach of any material provision of the Agreement and/or any Exhibit within thirty (30) days after written notice from the other party of such breach.

5.4.2 Either party ceases to carry on business as a going concern, either party becomes the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets.

5.5 Notwithstanding anything else to the contrary, Cisco may terminate this Agreement immediately, upon written notice to Customer for breach of Section 4 ("Software License"), Section 6 ("Confidential Information"), or Section 7 ("Export, Re-Export and Transfer Controls") of this Agreement, or as otherwise provided in an Exhibit.

6.0 CONFIDENTIAL INFORMATION.

Each party acknowledges that, in the course of providing and receiving the Services, each party may obtain information about the other which is of a confidential and proprietary nature ("Confidential Information"). Such Confidential Information may include, trade secrets, know-how, inventions, techniques, processes, programs, schematics, software source

documentation, data, financial information, sales and marketing plans and information posted on Cisco.com. The party receiving Confidential Information ("Receiving Party") may use the Confidential Information solely for the purpose of furtherance of the business relationship between the parties and shall not disclose the Confidential Information to any third party other than: (a) employees of the Receiving Party who have a need to know; and (b) where Cisco is the Receiving Party, subcontractors of Cisco who have a need to know. Each party shall take appropriate measures by instruction and agreement prior to disclosure to such employees and/or subcontractors to assure against unauthorized use or disclosure. The Receiving Party shall have no obligation with respect to information which (i) was rightfully in possession of or known to the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality; (iv) is developed by or for the Receiving Party without use of the Confidential Information and such independent development can be shown by documentary evidence; (v) is disclosed by the Receiving Party pursuant to a valid order issued by a court or government agency, provided that the Receiving Party provides (a) prior written notice to the Disclosing Party of such obligation and (b) the opportunity to oppose such disclosure.

7.0 EXPORT, RE-EXPORT, AND TRANSFER CONTROLS.

The Products and Services or direct products thereof (hereafter collectively referred to as "Technology"), supplied by Cisco under this Agreement are subject to export controls under the laws and regulations of the United States ("U.S."). Customer shall comply with such laws and regulations governing use, export, re-export, and transfer of Technology and will obtain all required U.S. and local authorizations, permits, or licenses.

8.0 WARRANTY.

SERVICES SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. CUSTOMER MUST NOTIFY CISCO PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES. CUSTOMER'S EXCLUSIVE REMEDY AND CISCO'S SOLE LIABILITY FOR BREACH OF WARRANTY SHALL BE, AT CISCO'S OPTION, RE-PERFORMANCE OF THE SERVICES, REPLACEMENT OF ANY DELIVERABLES OR TERMINATION OF THE APPLICABLE EXHIBIT AND RETURN OF THE PORTION OF THE FEES PAID TO CISCO BY CUSTOMER FOR SUCH NON-CONFORMING SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY OR LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

9.0 FORCE MAJEURE.

Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including acts of God, earthquake, labor disputes, shortages of supplies, actions of governmental entities, riots, terror, war, fire, epidemics, or delays of common carriers.

10.0 LIMITATION OF LIABILITY.

NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF CISCO, ITS SUPPLIERS AND SUBCONTRACTORS UNDER THIS AGREEMENT SHALL BE

LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICES FROM WHICH THE CLAIM(S) AROSE DURING THE SIX MONTH PERIOD PRIOR TO THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THE LIABILITY OF CISCO AND ITS SUPPLIERS AND SUBCONTRACTORS SHALL BE CUMULATIVE AND NOT PER INCIDENT.

11.0 WAIVER OF CONSEQUENTIAL AND OTHER DAMAGES.

IN NO EVENT SHALL CISCO, ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST OR DAMAGED DATA, OR ANY INDIRECT DAMAGES, EVEN IF CISCO, ITS SUPPLIERS OR SUBCONTRACTORS HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.

12.0 NOTICES.

All notices will be in writing and will be deemed given: (a) when sent by confirmed facsimile (followed the same day by the actual document in air mail or air courier); or (b) one (1) day after deposit with a commercial express courier specifying next day delivery (or two (2) days for international courier packages specifying 2-day delivery), with written verification of receipt. All communications will be sent to the addresses set forth on the cover sheet of this Agreement or to such other address as may be designated by a party by written notice hereunder.

13.0 GENERAL PROVISIONS.

13.1 Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of laws. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods.

13.2 No Waiver. No waiver of rights under this Agreement by either party shall constitute a subsequent waiver of this or any other right under this Agreement.

13.3 Assignment. Neither this Agreement nor any rights or obligations under this Agreement shall be assigned or otherwise transferred by Customer (by operation of law or otherwise) without the prior written consent of Cisco. Cisco shall have the right to assign all or part of this Agreement without Customer's approval.

13.4 Severability. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.

13.5 Survival. Sections 3 (Order, Pricing, Payment), 5 (Term and Termination), 6 (Confidential Information), 7 (Export, Re-Export and Transfer Controls), 8 (Warranty), 10 (Limitation of Liability), 11 (Consequential Damages Waiver), 12 (Notices) and 13 (General) shall survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

Cisco Systems, Inc.

Authorized Signature

Authorized Signature

Name

Name

Date

Date

Company Name

Cisco Systems, Inc.

Street Address

170 West Tasman Drive

City, State, Zip Code

San Jose, CA 95134-1706



Exhibit : CRS Support Services Exhibit - Pilot

This CRS Support Services Exhibit is an Exhibit to the Agreement entered into by Cisco and Customer and is incorporated into the Agreement by this reference. This Exhibit is only available where all devices within a Product family are supported across the network by this Exhibit. All capitalized terms not defined below have the meaning ascribed thereto in the Agreement. In the event of a conflict between the terms of this Exhibit and the Agreement, the terms of this Exhibit shall govern.

1.0 DEFINITIONS.

- 1.1 **“Additional Services”** means installation of new Hardware, system additions, Hardware upgrades, or non-mandatory engineering changes
- 1.2 **“Advance Replacement”** means shipment of replacement FRU(s) in advance of receipt of failed/defective FRU(s).
- 1.3 **“Application Software”** means non-resident/stand alone Software products listed on the price list which include but are not limited to Cisco network management Software, security Software, IP Telephone Software, Internet Appliance Software, Cisco ICM Software and IPCC Software.
- 1.4 **“Feature Set Upgrade”** means a separately licensed and priced Software release that contains an enhanced configuration and/or feature set.
- 1.5 **“Field Replacement Unit (FRU)”** means any component or sub assembly of an item or unit of Hardware listed in the Equipment List, subject to size and weight limitations, which can reasonably be replaced at a Customer location.
- 1.6 **“Four Hour Response”** means the four (4) hour time period commencing upon Cisco’s problem diagnosis and determination that a FRU or remedial on-site service is required, based on the Service ordered, and ending when the FRU is delivered on-site or service personnel arrives on-site, as applicable.
- 1.7 **“Hardware”** means tangible Cisco equipment, devices and/or components made available to Customer.
- 1.8 **“Maintenance Release”** means an incremental release of Software that provides maintenance fixes and may provide additional Software functions. Maintenance Releases are designated by Cisco as a change in the digit(s) to the right of the tenths digit of the Software version number [x.x.(x)] or to the right of the hundredths digit of the Software version number [x.x.x.(x)].
- 1.9 **“Major Release”** means a release of Software that provides additional Software functions. Major Releases are designated by Cisco as a change in the ones digit of the Software version number [(x).x.x].
- 1.10 **“Minor Release”** means an incremental release of Software that provides maintenance fixes and additional Software functions. Minor releases are designated by Cisco as a change in the tenths digit(s) of the Software version number [x.(x).x].
- 1.11 **“Remedial Hardware Maintenance”** means diagnosis and on-site replacement of Hardware components with FRU(s).
- 1.12 **“Standard Business Hours”** means 9:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding Cisco-observed holidays.
- 1.13 **“TAC”** means Cisco’s Technical Assistance Center.
- 1.14 **“Update”** means Maintenance Releases, Minor Releases and/or Major Releases containing the same configuration/feature set as originally acquired, unless Customer has upgraded the applicable Hardware or Software to a configuration/feature set other than that which was originally acquired and the applicable license fee for such upgrade has been paid. Updates do not include Feature Set Upgrades.
- 2.0 SERVICE RESPONSIBILITIES OF CISCO.** According to the support selected and in consideration of the fee paid by Customer, Cisco shall provide the following Services where available and in accordance with the provisions of this Exhibit:
- 2.1 Cisco.com. Provide access to Cisco.com. This system provides Customer with technical and general information on Cisco Products and access to Cisco’s on-line Software Center library and may be subject to access restrictions as identified by Cisco from time to time.
- 2.2 Technical Support.
- 2.2.1 Assisting Customer by telephone, facsimile, or electronic mail (for information related to Product use, configuration and troubleshooting).
- 2.2.2 Providing 24 hours per day, 7 days per week access to Cisco’s Technical Assistance Center (TAC). Cisco will respond to Customer within thirty (30) minutes for Severity 1 and Severity 2 calls and within one (1) hour for Severity 3 and Severity 4 calls received during Standard Business Hours. For Severity 1 and 2 calls received outside Standard Business Hours, Cisco will respond within one (1) hour and for Severity 3 and 4 calls received outside Standard Business Hours, Cisco will respond no later than the next business day.
- 2.2.3 Generate work-around solutions to reported Software problems using reasonable commercial efforts or implement a patch to the Software. For a Software patch, Cisco will make available from the Cisco.com Software Center (www.cisco.com/software) or ship a Maintenance Release to Customer for the Product experiencing the problem, as agreed with Customer.
- 2.2.4 Managing the Problem Prioritization and Escalation Guideline described in Appendix A.
- 2.3 Software Support.
- 2.3.1 Provide Updates where available, upon Customer request, for Software supported under this Exhibit. Such Updates are limited to the Software releases that have been validly licensed and paid for on each applicable Hardware platform and shall only be applied to Products covered under a current Equipment List.
- 2.3.2 If a Feature Set Upgrade is licensed, with a valid support contract attached, Customer shall be entitled to Updates (subject to anything to the contrary contained in this Support Agreement) at the upgraded level for such licensed Hardware.

Additionally, for the avoidance of doubt, Application Software is not support under this Exhibit and must be licensed and supported under a separate service agreement.

- 2.3.3 Software releases and any supporting documentation will be made available from the Cisco.com Software Center (www.cisco.com/software) or on physical media such as CDROM. Applicable supporting documentation, if available, is limited to one copy per Software release. Additional copies may be purchased from Cisco.
- 2.4 Hardware Replacement Services. Cisco will use commercially reasonable efforts to provide the following Hardware replacement options. Where available, and as selected by Customer, Cisco will provide the following Hardware support services. Advance Replacement Services are subject to geographic and weight limit restrictions. Advance Replacement 8x5x4, 24x7x4 and 24x7x2 Services may not be available for Hardware cabinetry or chassis over 50 lbs (23kg) or 6 ft (2m). Customer can view the availability options for specific locations by accessing Cisco's Services Availability Matrix tool on Cisco.com at: <http://tools.cisco.com/apidc/sam/search/search.do>. Destination country importation, Customer compliance with U.S. export controls and customs processes may condition delivery times. Advance Replacements will be shipped DDU (delivery duty unpaid) using Cisco's preferred carrier, freight prepaid by Cisco, excluding import duties, taxes and fees, where applicable. Requests for alternate carriers will be at Customer's expense. Chassis and line card Advance Replacement Service must be at the same level of coverage. FRUs will be shipped separately and Cisco will not ship FRUs pre-assembled. Advance Replacements will be either new or equivalent to new at Cisco's discretion.

Return to Factory Service

- 2.4.1 Hardware Return for Replacement. Cisco will provide Return for Replacement service whereby Customer returns failed Hardware to Cisco for replacement. Cisco will use commercially reasonable efforts to replace Hardware within ten (10) business days after receipt from Customer.

Advanced Replacement Services

- 2.4.2 NBD/SDS Advance Replacement is shipped the same business day provided the request for shipment is made prior to 3:00 PM, Depot Time, excluding Cisco holidays. For requests after 3:00 PM Depot Time, the Advance Replacement will be shipped the following business day. Where available (within the United States, Canada, European Community, Norway, Switzerland, and Australia), Cisco will ship the Hardware for delivery on the next business day. In all other locations, Hardware arrival times are subject to destination country importation and customs processes.
- 2.4.3 24x7x4 Advance Replacement: Provide Advance Replacement parts on a Four-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.
- 2.5 On-Site Support Services. Cisco will use commercially reasonable efforts to provide the following On-Site Support Services for Product detailed on an Equipment List at the specific level of On-Site Support Service indicated in such Equipment List. On-Site Support Services are subject to geographic and weight limit restrictions. Customer can view the availability options for specific locations by accessing Cisco's Services Availability Matrix tool on Cisco.com at: <http://tools.cisco.com/apidc/sam/search/search.do>. Destination country importation, Customer compliance with U.S. export controls and customs processes may condition delivery times.

FRUs will be shipped DDU (delivery duty unpaid) using Cisco's preferred carrier, freight prepaid by Cisco, excluding import duties, taxes and fees, where applicable. Requests for alternate carriers will be at Customer's expense. Chassis and line card replacement must be at the same level of coverage. FRUs will be shipped separately and Cisco will not ship FRUs pre-assembled. FRUs will be either new or equivalent to new at Cisco's discretion.

- 2.5.1 On-Site 8x5xNext Business Day: Provide next-business-day Remedial Hardware Maintenance service, together with parts, labor and materials, by 5.00pm local time provided both the call and Cisco's diagnosis and determination that on-site service is required has been made before 3:00 p.m. local time the prior day (otherwise, second business day will be provided for calls placed after 3:00 p.m. local time).
- 2.5.2 On-Site 24x7x4: Provide Four Hour Response for Remedial Hardware Maintenance service, together with parts, labor and materials, twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays.
- 2.6 Third Party Providers. Cisco reserves the right to subcontract Services to a third party organization to provide Services to Customer.
- 3.0 SERVICE RESPONSIBILITIES OF CUSTOMER.** Customer will meet the obligations below:
- 3.1 Customer will request Product to be covered by submitting a Equipment List.
- 3.2 Customer will provide a severity level as described in Appendix A for all calls placed with Cisco.
- 3.3 Customer shall provide, at no charge to Cisco, reasonable electronic access to Customer's network or the Software, as applicable, through the Internet or via modem, 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, and to enable Cisco to inventory Software versions operating on Product, using direct or indirect tools, for purposes of data collection to allow Cisco to fulfill its obligations under this Exhibit. Customer also agrees to make available to Cisco current system passwords as necessary to provide such remote diagnosis and support.
- 3.4 Customer agrees to use the latest Updates and latest third party software release if required to correct a reported Software problem.
- 3.5 Customer agrees to pay all travel and out-of-pocket expenses if Cisco is requested by Customer to perform on-site services or services outside the scope of this Exhibit. Engineering time will be billed at the then-current applicable time and materials rates. Cisco reserves the right to charge for travel time.
- 3.6 Customer shall provide valid and applicable serial numbers for all Product problems and issues reported to Cisco or where Customer is seeking information from Cisco on 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.
- 3.7 When requested by Cisco, Customer shall provide Cisco with a list of all personnel it authorizes to contact Cisco or access Cisco.com for Services and to download Software from Cisco.com or Cisco's PUT. Customer is responsible for reviewing the list on an annual basis to add or remove personnel as necessary.

- 3.8 Customer will provide thirty (30) days Notice to Cisco of any requested addition(s) to the Equipment List.
- 3.9 Customer will notify Cisco of Product on the Equipment List which Customer has moved to a new location. Customer agrees to make such notification within thirty (30) days of Product relocation. Cisco is only obligated to provide Service to Customer beginning thirty (30) calendar days after it receives notification. Customer shall also notify Cisco of modifications to the Product configuration including upgrades or changes to FRUs not in the original configuration within five (5) business days of such modification.
- 3.10 Hardware Replacement Services. In the event Hardware Replacement Services are ordered, the following additional obligations apply:
- 3.10.1 Returns Coordination. Customer will comply with the following procedure for all failed Hardware returned by Customer:
- 3.10.1.1 Coordinate the return of all failed Product, freight and insurance prepaid by Customer, to the Cisco designated repair center.
- 3.10.1.2 Customer shall comply with Cisco's RMA procedure and will provide a new Purchase Order number to Cisco's asset recovery team to facilitate the billing of Product not returned.
- 3.10.1.3 Customer agrees to assist Cisco in troubleshooting failed Hardware down to the FRU level prior to initiating Cisco's Return Material Authorization ("RMA") procedure:
- 3.10.1.3.1 Customer will ensure all Products are properly packaged prior to being shipped, and will include a description of the failure and written specification of any changes or alterations made to the Product. Product returned to Cisco will conform in quantity and serial number to the RMA request.
- 3.10.1.3.2 Customer shall tag each Product returned with the RMA transaction number and a brief description of the problem.
- 3.10.1.3.3 Cisco will not accept any Product returned which is not accompanied by an RMA number.
- 3.10.1.4 Customer shall test all repaired or replacement Product received to determine if any damage occurred in transit. Products damage and/or misshipments must be reported to Cisco within ten (10) business days of receipt.
- 3.11 On-Site Support Services. In the event Onsite Support Services are ordered, the following additional obligations apply:
- 3.11.1 Customer agrees to provide an appropriate work environment and reasonable access, working space including heat, light, ventilation, electric current and outlets, and local telephone extension (or toll free domestic and international access to Cisco) for the use of service personnel in the Product's physical location.
- 3.11.2 Customer agrees to back up Software images and configurations on a regularly scheduled basis and to provide such images and configurations to on-site personnel in connection with Remedial Hardware Maintenance activities.
- 3.11.3 Customer agrees to provide Telnet File Transfer Protocol ("TFTP") capabilities or internet access for the purpose of downloading Software images by on-site personnel as necessary.
- 3.11.4 Customer agrees to have all Products installed below ten feet. For Products installed above four feet, Customer agrees to provide ladders that reach the height of the Product.
- 3.11.5 Customer agrees to provide Cisco with the name of a point of contact prior to delivery and access to equipment by Cisco personnel.
- 3.11.6 Customer agrees to provide all necessary safety and security protection of Cisco personnel or its subcontractors for unmanned Customer sites.
- SERVICES EXCLUDED**
Other than as expressly described in this Exhibit, no other services are included.



**APPENDIX A
CISCO PROBLEM PRIORITIZATION AND ESCALATION GUIDELINE**

To ensure that all problems are reported in a standard format, Cisco has established the following problem severity definitions. These definitions will assist Cisco in allocating the appropriate resources to resolve problems. Customer must assign a severity to all problems submitted to Cisco.

PROBLEM SEVERITY DEFINITIONS:

- Severity 1:** An existing network is down or there is a critical impact to Customer's business operation. Cisco and Customer will commit full-time resources to resolve the situation.
- Severity 2:** Operation of an existing network is severely degraded, or significant aspects of Customer's business operation are being negatively impacted by unacceptable network performance. Cisco and Customer will commit full-time resources during Standard Business Hours to resolve the situation.
- Severity 3:** Operational performance of the network is impaired while most business operations remain functional. Cisco and Customer are willing to commit resources during Standard Business Hours to restore service to satisfactory levels.
- Severity 4:** Information is required on Cisco Software capabilities, installation, or configuration. There is clearly little or no impact to Customer's business operation. Cisco and Customer are willing to provide resources during Standard Business Hours to provide information or assistance as requested.

Cisco encourages Customer to reference this guide when Customer-initiated escalation is required. If Customer does not feel that adequate forward progress, or the quality of Cisco service is not satisfactory, Cisco encourages Customer to escalate the problem ownership to the appropriate level of Cisco management by asking for the TAC Duty Manager.

CISCO ESCALATION GUIDELINE:

Elapsed Time	Severity 1	Severity 2	Severity 3	Severity 4
1 Hour	Customer Engineering Manager			
4 Hours	Technical Support Director	Customer Engineering Manager		
24 Hours	Vice President, Customer Advocacy	Technical Support Director		
48 Hours	President/CEO	Vice President, Customer Advocacy		
72 Hours			Customer Engineering Manager	
96 Hours		President/CEO	Technical Support Director	Customer Engineering Manager

Note: Severity 1 problem escalation times are measured in calendar hours 24 hours per day, 7 days per week. Severity 2, 3, and 4 escalation times correspond with Standard Business Hours.

The Cisco Manager to which the problem is escalated will take ownership of the problem and provide Customer with updates. Cisco recommends that Customer-initiated escalation begin at the Technical Manager level and proceed upward using the escalation guideline shown above for reference. This will allow those most closely associated with the support resources to correct any service problems quickly.

ACCESSING TAC:

North America/South America: the United States)	+1-800-553-2447 (within +1-408-526-7209
Europe, Middle East, Africa: Asia Pacific: (within Australia)	+32-2-704-5555 +61-2-9935-4107