



Service Description: Cisco Network Incident Trending Analytics Base Service

This document describes the Cisco Network Incident Trending Analytics Base Service.

Direct Purchase from Cisco. If you have purchased the Service directly from Cisco, this document is incorporated into your Master Services Agreement (MSA) with Cisco. All capitalized terms not defined in the Supplemental Glossary of Terms for Cisco Network Incident Trending Analytics Base Service at the end of this document have the meanings ascribed in the MSA. If not already covered in your MSA, the following documents posted at www.cisco.com/go/servicedescriptions/ also apply to the Service: (a) Glossary of Terms, (b) list of Services Not Covered, and (c) Severity and Escalation Guidelines. In the event of a conflict between this Service Description and your MSA, this Service Description shall govern.

Sale via Cisco-Authorized Channel. If you have purchased the Service through a Cisco-Authorized Channel, this document is for description purposes only; it is not a contract and does not create any rights or obligations for you or Cisco. The contract, if any, governing the provision of this Service will be the one between you and your Cisco Authorized Channel. Your Cisco Authorized Channel 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 the Cisco Network Incident Trending Analytics Base Service at the end of this document have the meanings ascribed in the Glossary of Terms posted at the above URL. The following documents posted at the above URL also apply to this Service: (a) list of Services Not Covered, and (b) Severity and Escalation Guidelines.

Service Summary

The Cisco Network Incident Trending Analytics Base Service is a web-based, incident trending service that analysis historical SR and RMA data and presents the information in a format that highlights trends versus raw volume data.

The Service provides, among other things:

- Interactive report provided will include analysis of Customer-specific information related to Network incident trending and comparison to anonymous vertical industry peers within the Customer's identified vertical industry
- Interactive report provided to Customer based upon Customer infrastructure equipment data uploaded to the Cisco back-end system
- Report format will be delivered via web dashboard.

User License

Customers who purchase the Service are entitled to a subscription of the Cisco Network Incident Trending Analytics Base Service for the Term and for those Registered Users (or Virtual Users) for which the Customer has paid.

Customer's use of the Service is subject to the terms of End User License Agreement ([Appendix B](#) to this document), as accepted by each Registered User as a part of the initial logging onto the Cisco Network Incident Trending Analytics Base portal.

The following subscriptions are available under this Service, with part numbers specified in Appendix A:

Site - entitlement for use of Service is provided to a Customer-defined number of Seat License(s). A site license supports internal Customer's employees or contractors as well as Affiliates.

Cisco's Responsibilities

- Cisco will use commercially reasonable efforts to deliver information through the Cisco Network Incident Trending Analytics Base Service.
- Cisco will provide telephone support for the Cisco Network Incident Trending Analytics Base through its technical support representatives, available 7 days per week, 24 hours per day.
- Cisco will make a user guide, documentation or other information regarding the Service available to Customers via Cisco.com.
- The Service will be available 7 days per week, 24 hours per day, subject to scheduled, periodic or emergency maintenance, and downtime due to preventative maintenance routines to be conducted on the Cisco Network Incident Trending Analytics Base Service web dashboard.

Customer's Responsibilities

- **Customer-Designated Contacts.**

Upon request, Customer will provide Cisco with a list of all personnel that Customer has authorized to contact Cisco or to access Cisco.com for the Service. Customer is responsible for reviewing the list on an annual basis and adding or removing personnel as necessary.

Customer's Registered Users.

At the commencement of the Service, Customer will designate its Registered Users, per the terms of the applicable license, who will be entitled to perform the following functions in Cisco Network Incident Trending Analytics Base:

- **Access Cisco Network Incident Trending Analytics Base**

Each Registered User will receive via email from Cisco with a login User ID and Password (separate from his or her Cisco.com User ID and password). Customer will designate one Registered User with administrative responsibility for setting up preferences (such as product sets and alerts) for all of such Customer's other Registered Users (and Virtual Users, if applicable).

Customer will provide all requested Cisco Customer Care (C3) SMARTnet/SPBase service contract number(s) and any related information as requested.

Content provided is limited in scope to the provided C3 data and cannot be provided without the mandatory C3 data as requested.

[Supplemental Glossary of Terms follows this page.]

Supplemental Glossary of Terms for Cisco Network Incident Trending Analytics Base Services

Affiliate means any legal entity or association of persons, that directly or indirectly (a) controls Affiliate, (b) is controlled by Affiliate, or (c) is under common control with Affiliate. "Control" means the right, whether through ownership interest, by contract or otherwise to appoint the directors of any legal entity or otherwise control its affairs. For the avoidance of doubt, Affiliate's use of software and/or services in directly supporting the business of any Affiliate or directly supporting Customer's employees or contractors is deemed permitted.

Cisco Network means Cisco owned and controlled systems resident on Cisco's premises. It explicitly excludes any and all equipment residing on customer's premises and services or equipment of any ISP.

Registered User means an individual named user with login access to the Cisco Network Incident Trending Analytics Base system.

Service means the Cisco Network Incident Trending Analytics Base Service as described herein.

Term means the term of the Cisco Network Incident Trending Analytics Base Service contract purchased by Customer. This Service is typically sold by Cisco with a one, two or three year term.

[Appendixes A and B follow this page.]

Appendix A

Cisco Network Incident Trending Analytics ("NITA") Base Service Part Numbers and Descriptions

<u>NITA Base Part Numbers</u>			
Product ID	Description	Use Case	Services Part # (Direct)
Base Subscription Account Packages			
SPNITA	Network Incident Trending Analytics Base – Unlimited Registered Users	A nonexclusive, nontransferable right to use for internal business purposes. (All users must be employees of the company)	SPNITA

[Appendix B follows this page.]

Appendix B

End User License Agreement

The following terms of this End User License Agreement ("Agreement") govern the use by you (either an individual or an entity) ("you" or "Customer") of the Cisco Network Incident Trending Analytics Base service ("Service"), including any related electronic documentation and any associated media, reports and printed materials provided in connection with the Service (collectively, the "Content"), except to the extent there is a separate signed agreement between Customer and Cisco governing Customer's use of the Service. To the extent of a conflict between the provisions of this Agreement and such separate signed agreement, the terms of the separate signed agreement shall control.

You represent and warrant that you are over 18 years of age, and (if applicable) that you are an authorized representative of the organization or entity you purport to represent. This Agreement applies to updates, supplements, add-on components, and Internet-based services components of the Service that Cisco may provide or make available to Customer unless Cisco provides other terms with the update, supplement, add-on component, or Internet-based services component.

License. Conditioned upon compliance with the terms and conditions of this Agreement, Cisco Systems, Inc. ("Cisco") grants to Customer i) a nonexclusive, nontransferable right to use for Customer's internal business purposes the Service for which Customer has paid the required license fees; and ii) in the case of Redistribution, a nonexclusive and non-transferable license, without the right to sublicense, to use and reproduce the Content solely as embedded within Customer service offering for the duration of the Term of the license purchased.

General Limitations.

- Customer agrees (a) not to make the Service available to any other person, firm or entity whatsoever, (b) to restrict access to products based upon the number of authorized users, and (c) to require that all authorized users use the Service in accordance with this Agreement.
- Customer may not embed or use the Content in any other products or services, or otherwise provide, distribute or make the Content available to any third party, except as provided for herein, without Cisco's prior written approval.
- The license to distribute the Content under Redistribution is subject to the Customer entering into a written agreement with each of its end-user customers restricting the use of the Content to the Customer's end-user customers internal business operations in conjunction with use of the Customer's own branded service offering, and prohibiting the distribution of the Content or any subset thereof to any other person, firm or entity whatsoever
- Customer may use the security intelligence information reports, informational alerts and other communications derived from the Service to provide Customer's employees or contractors with alert information solely as required to fulfill their service obligations to Customer within the scope of their contracted work.
- Each user is responsible for maintaining the confidentiality and security of his or her assigned password and for all activities that occur under the password. Customer agrees to immediately notify Cisco of any unauthorized use of the password or any other breach of security.
- Except as expressly set forth herein, Customer will not directly or indirectly, use, sell, modify, publish, distribute, adapt, rent, lease, loan, license, reverse engineer, decompile, disassemble, create derivative works of, or provide commercial hosting services related to the Service (or any portion thereof), and will not allow any third party to do any of the foregoing.

- Customer will not download, export, or re-export the Service in contravention of United States or other applicable law.

Intellectual Property Rights. Customer acknowledges that ownership of, and title to, all intellectual property rights (including patent, trademark, service mark, copyright, trade secret, know-how and other proprietary rights) in the Service, including without limitation the proprietary nature of the format and scoring in reports and other information delivered in connection with the Service, are and shall remain exclusively owned by Cisco; and Cisco reserves all rights not expressly granted to Customer in this Agreement.

Proprietary Notices. Customer agrees to maintain and reproduce all copyright and other proprietary notices on all Content provided in connection with the Service, in the same form and manner that such copyright and other proprietary notices are included on such Content.

Term and Termination. This Agreement and the license granted herein shall commence on the date of acceptance by Customer, and shall continue so long as Cisco provides the Service to Customer. All confidentiality obligations of Customer and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement. In addition, the provisions of the sections titled "U.S. Government End User Purchasers" and "General Terms" shall survive termination of this Agreement.

Export. The Service (including any Content) may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import the Service (including any Content).

U.S. Government End User Purchasers. The software and accompanying documentation used as part of the Service are "commercial items" consisting of "commercial computer software" and "commercial computer software documentation" and is provided to the U.S. Government only as a commercial end item per subparagraph "(c)" of the "Commercial Computer Software - Restricted Rights" clause at FAR 52.227-19 (June 1987). For DOD agencies, the restrictions set forth in the "Technical Data-Commercial Items" clause at DFARS 252.227-7015 (Nov 1995) will also apply.

LIMITED WARRANTY. ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER; AND CUSTOMER ACCEPTS ALL INFORMATION DELIVERED IN CONNECTION WITH THE SERVICE "AS IS" WITHOUT ANY WARRANTY WHATSOEVER AS TO THE PERFORMANCE OR RESULTS CUSTOMER MAY OBTAIN BY USING SUCH INFORMATION. CUSTOMER ACCEPTS SOLE RESPONSIBILITY FOR ANY ACTION OR INACTION TAKEN IN RELIANCE ON THE SERVICE. CISCO DOES NOT WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT STANDARDS AND SOLUTIONS SUGGESTED BY THE SERVICE OR CISCO WILL ENSURE A SECURE NETWORK OR INFORMATION TECHNOLOGY ENVIRONMENT. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE, AT CISCO'S OPTION, RE-PERFORMANCE OF THE SERVICES, OR TERMINATION OF THIS AGREEMENT AND RETURN OF THE PORTION OF THE SERVICE FEES PAID TO CISCO BY CUSTOMER FOR SUCH NON-CONFORMING SERVICES.

DISCLAIMER OF WARRANTY. EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY CISCO, ITS SUPPLIERS AND LICENSORS. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON CERTAIN IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS; AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS

WHICH VARY FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

DISCLAIMER OF LIABILITIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, NEITHER CISCO NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SERVICE SHALL BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY LOSS, DAMAGE, COST, INJURY OR EXPENSE, OF ANY TYPE, INCLUDING BUT NOT LIMITED TO ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF ANTICIPATED BENEFITS OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, EVEN IF CISCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CISCO DISCLAIMS ANY LIABILITY TO CUSTOMER FOR (A) INFORMATION FURNISHED AS PART OF THE SERVICE THAT IS RECEIVED FROM A THIRD PARTY FOR WHICH CISCO HAD NO REASON TO KNOW CONTAINED FALSE, MISLEADING, INACCURATE OR INFRINGING INFORMATION DESPITE REASONABLE EFFORTS USING ITS ESTABLISHED VALIDATION METHODOLOGY, OR (B) CUSTOMER'S ACT OR FAILURE TO ACT IN RELIANCE ON ANY INFORMATION FURNISHED AS PART OF THE SERVICE.

CISCO DISCLAIMS ANY LIABILITY TO CUSTOMER FOR THE SECURITY OR LACK OF SECURITY OF CUSTOMER'S COMPUTER NETWORK, AND THE USE OF ANY THIRD PARTY LINKS, PATCHES, UPDATES, UPGRADES, ENHANCEMENTS, NEW RELEASES, NEW VERSIONS OR ANY OTHER REMEDY SUGGESTED BY ANY THIRD PARTY AS PART OF THE SERVICE.

IN NO EVENT WILL CISCO'S LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, CLAIMS BY THIRD PARTIES OR OTHERWISE, WITH RESPECT TO ANY CONTENT EXCEED THE PRICE PAID BY CUSTOMER AS A FEE FOR THE SERVICES GIVING RISE TO THE CLAIM. Customer agrees that the limitations of liability and disclaimers set forth herein will apply regardless of whether Customer has accepted the Service or any other product or service delivered by Cisco. Customer acknowledges and agrees that Cisco has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

General Terms. The Warranty and the End User License shall be governed by and construed in accordance with the laws of the State of California, without reference to or application of choice of law rules or principles. The United Nations Convention on the International Sale of Goods shall not apply. If any portion hereof is found to be void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect. Except as expressly provided herein, this Agreement constitutes the entire agreement between the parties with respect to the use of the Service and supersedes any conflicting or additional terms contained in any purchase order or elsewhere, all of which terms are excluded.

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