

TERMS AND CONDITIONS

CISCO SERVICE AND SUPPORT SOLUTIONS

Please reference the relevant section attached to view the terms and conditions applicable for the service package that you have purchased. Your right to receive the services within the package you have purchased is conditional upon acceptance of these terms.

Section A - SMARTnet NBD Services

Section B - SMARTnet 8 x 5 x 4 Services

Section C - SMARTnet 24 x 7 x 4 and SMARTnet 24 x 7 x 2 Services

Section D - SMARTnet Onsite NBD Services

Section E - SMARTnet Onsite 8 x 5 x 4 Services

Section F - SMARTnet Onsite 24 x 7 x 4 and SMARTnet Onsite 24 x 7 x 2 Services

Section G - Advanced Replacement Services

Section H - Software Application Support (SAS)
and Software Application Support Upgrades (SASU) Services

Section I - Cisco Base Services





Section A

SMARTnet Next Business Day Services

Terms and Conditions

1. SERVICE TERM AND REGISTRATION.

SMARTnet services must be purchased within ninety (90) days of the purchase of the Cisco product to which they will be applied, or there may be a fee to inspect the product. The services are provided for twelve (12) months, starting the day of your online registration on Cisco Connection Online ("CCO"), or Cisco receives your registration card in the mail. After the original services expire, you may purchase a renewal of this service contract from your reseller. These terms may be terminated by Cisco in the event that you breach any term in this Agreement or become insolvent, have a receiver or other similar officer appointed or a change in ownership or control of your company takes place.

2. SERVICES PROVIDED.

- a. Cisco will provide access to Cisco's Technical Assistance Center (TAC), at the numbers specified in Table 1, twenty-four (24) hours a day, to assist you with product use, configuration and troubleshooting. Cisco will use reasonable efforts to respond to you within one (1) hour for all calls received from 8:00 a.m. to 5:00 p.m. in the Time Zone for your region, (specified in Table 1), Monday through Friday excluding scheduled local holidays ("Normal Business Hours") and for Priority 1 and 2 calls received outside our Normal Business Hours. For lower priority calls received outside our Normal Business Hours, Cisco will use reasonable efforts to respond no later than its next business day.
- b. Cisco will use reasonable efforts to generate solutions to software problems. Cisco will support each software release for thirty-six (36) months from the date of first commercial shipment of that release.
- c. Cisco will provide access to our web page, CCO, which will also provide you with new releases of software and/or documentation on-line. Cisco will use reasonable efforts to ship you replacement hardware the same business day if your request and Cisco's hardware diagnoses is made before 3:00 p.m. of the Time Zone for your region. If you call after 3:00 p.m. of the Time Zone for your region, hardware will be shipped the following business day.
 - Where available (U.S., Canada, European Union, Norway, Switzerland, Australia, New Zealand, plus limited locations in Mexico and Brazil) the replacement hardware will be shipped with the expectation that it will arrive the next business day. In all other locations the arrival time is subject to the destination country's importation and customs processes.
 - Replacement hardware may be either new or equivalent to new.

3. SERVICE RESTRICTIONS.

In order to receive services, you must observe the following conditions:

- a. You must pay a separate support fee for each product on which you receive support.
- b. SMARTnet service is not available in certain countries. Cisco reserves the right to refuse requests for service (including shipment of replacement hardware) in such countries.
- c. You must meet any custom requirements necessary for importation of the hardware replacement, including (i) payment of import duties, taxes, and fees (including storage) where applicable and (ii) securing any import documentation required (i.e., import permits, licenses) before requesting a hardware replacement.
- d. You may have to use a more current release of the software for Cisco to be able to support you. A more current release of software may require a hardware upgrade at additional cost.
- e. You must provide a priority level for all calls placed with Cisco, according to the following definitions:
 - ◆ Priority 1: An existing network is down or there is a critical impact to your business operation.
 - ◆ Priority 2: Operation of an existing network is severely degraded, or significant aspects of your business operation are being negatively impacted by unacceptable network performance.
 - ◆ Priority 3: Operational performance of the network is impaired while most business operations remain functional.
 - ◆ Priority 4: Information or assistance is required on Cisco product capabilities, installation, or configuration. There is clearly little or no impact to your business operation.
- f. You must provide reasonable access to the product through the Internet or a modem so that Cisco may attempt to correct problems through remote access.
- g. When Cisco ships replacement hardware, you are responsible for identifying any damage in transit.
- h. When you ship products back to Cisco, you must comply with the return shipment instructions provided with the replacement hardware.

4. SUPPORT ENTITLEMENT.

You are entitled to receive support on a product only if you have paid a separate support fee for such product and have registered such product's serial number with Cisco. If there is any indication that support is being received on product for which the above requirements have not been met, Cisco reserves the right, upon reasonable advance notice, to perform an audit of your products and records. If Cisco reasonably determines that unauthorized support is occurring, You may be charged the appropriate support fee as well as, without limitation, legal fees and audit fees and interest at the rate of one and a half percent (1½%) per month, calculated from the date on which unauthorized support was first received and compounded on each monthly anniversary of that date.

5. SERVICES EXCLUDED.

- a. Any customization or installation of software, or any visits to your site.
- b. Support or replacement of product that is altered, modified, mishandled, destroyed, damaged by natural causes or damaged due to a negligent or willful act or omission by you or use other than as specified in the Cisco-supplied documentation, or resolution of software or hardware problems resulting from third party products or causes beyond Cisco's control.
- c. Services for non-Cisco software installed on any Cisco product.
- d. Any hardware upgrade required to run new or updated software.

6. SOFTWARE LICENSE.

Any software downloaded from CCO is licensed under the same terms and conditions as the Software License that comes with the product you purchased (such terms are also available on CCO). You are licensed to use downloaded software only on hardware registered to receive support.



7. CONFIDENTIALITY.

You acknowledge that, in the course of receiving support, you may obtain information relating to Cisco which is of a confidential and proprietary nature ("Proprietary Information"). Such Proprietary Information may include, but is not limited to, trade secrets, know how, invention techniques, processes, programs, schematics, software source documents, data, financial information, and sales and marketing plans. You shall at all times, both during the term of receiving support and for a period of at least three (3) years after support is terminated, keep in trust and confidence all such Proprietary Information, and shall not use such Proprietary Information other than as authorized under these terms and conditions, nor shall you disclose any such Proprietary Information without Cisco's prior written consent. You further agree to immediately return to Cisco any Proprietary Information (including copies thereof) in your possession, custody, or control upon termination of support. You will indemnify Cisco for any misuse of Proprietary Information.

8. WARRANTY.

All services provided by Cisco will be performed with reasonable skill and care and, except as specified in these terms and conditions, all other express or implied terms, conditions or warranties including, without limitations, implied terms as to fitness for a particular purpose or satisfactory quality are excluded. You must notify Cisco promptly of any claimed breach of warranty and your sole and exclusive remedy for any such breach shall be, at Cisco's sole discretion, re-performance of the relevant services or reimbursement of that portion of the fees paid in relation to such services.

9. LIMITATION OF LIABILITY.

Except as provided at Clause 11 below, Cisco's and its suppliers' total liability arising out of or in connection with this service contract during the twelve month period for which any fee paid relates, whether in contract, tort (including negligence) or otherwise, is limited to the amount paid for provision of the services in relation to that period. In no event shall Cisco or its suppliers be liable to any person or entity for incidental, consequential, indirect or special damages of any nature or for loss of business profits, income or data.

10. CISCO WRITTEN ASSURANCE.

You hereby acknowledge that the Services and deliverable and technology or direct products thereof (hereafter referred to as Products and Technology), supplied by Cisco under these Terms are subject to export controls under the laws and regulations of the United States (U.S.). You agree to comply with such laws and regulations governing use, export, re-export, and transfer of Cisco Products and Technology and will obtain all required U.S. and local authorizations, permits, or licenses. Cisco and you each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents. You agree to maintain a record of exports, re-exports, and transfers of the Products and Technology according to U.S. and local laws.

11. Nothing in these terms and conditions shall operate to exclude or restrict Cisco's and its suppliers' liability for the tort of deceit or for personal injury or death caused by their negligence.

12. ENTIRE AGREEMENT.

The contract letter, registration guidelines and terms and conditions provided with this service contract contain all the terms between you and Cisco regarding their subject matter and supersede any prior agreement, understanding or arrangement, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations whether by Cisco or by a Cisco reseller prior to your purchase of Cisco services except as expressly stated here. You shall not have any remedy in respect of any untrue statement made and upon which you relied in entering into this service contract (unless such untrue statement was made fraudulently) and your only remedies shall be for breach of contract as provided here.

13. SEVERABILITY.

In the event that any of the terms of this service contract become or are declared to be illegal or otherwise unenforceable by a court of competent jurisdiction, such terms shall be null and void but all remaining terms shall remain in full force and effect.

14. CISCO TERMS AND CONDITIONS.

The individual acknowledges that he/she is an authorized representative of the company/organization registered with Cisco and has read and agrees to Cisco's services terms and conditions. These terms are governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.

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| Hong Kong | | 800 96 5910 | Colombia | | 980 15 4424 |
| Indonesia | | 001 800 61 838 | Costa Rica | | 0800 0120043 |
| Malaysia | | 1 800 805 880 | Mexico | Eastern Std. Time | 001 888 272 7186 |
| New Zealand | | 0800 44 6237 | Peru | | 0 800 50000, 888 443 2447 |
| Philippines | | 1 800 611 0056 | United States | Pacific Std. Time | (800) 553 2447 +1 (408) 526 7209 |
| Singapore | | 800 6161 356 | Venezuela | | 8001 4724 |
| Taiwan | | 0080 61 1206 | | | |
| Thailand | | 001 800 611 0754 | | | |



Section B

SMARTnet 8 x 5 x 4 Services

Terms and Conditions

1. SERVICE TERM AND REGISTRATION.

SMARTnet 8 x 5 x 4 services must be purchased within ninety (90) days of the purchase of the Cisco product to which they will be applied, or there may be a fee to inspect the product. The services are provided for twelve (12) months, starting forty-five days following your online registration on Cisco Connection Online, or Cisco receives your registration card in the mail. After the original services expire, you may purchase a renewal of this service contract from your reseller. These terms may be terminated by Cisco in the event that you breach any term in this Agreement or become insolvent, have a receiver or other similar officer appointed or a change in ownership or control of your company takes place.

2. SERVICES PROVIDED.

- a. Cisco will provide access to Cisco's Technical Assistance Center (TAC), at the numbers specified in Table 1, twenty-four (24) hours a day, to assist you with product use, configuration and troubleshooting. Cisco will use reasonable efforts to respond to you within one (1) hour for all calls received from 8:00 a.m. to 5:00 p.m. in the Time Zone for your region, (specified in Table 1), Monday through Friday excluding scheduled local holidays ("Normal Business Hours") and for Priority 1 and 2 calls received outside our Normal Business Hours. For lower priority calls received outside our Normal Business Hours, Cisco will use reasonable efforts to respond no later than its next business day.
- b. Cisco will use reasonable efforts to generate solutions to software problems. Cisco will support each software release for thirty-six (36) months from the date of first commercial shipment of that release.
- c. Cisco will provide access to our web page, CCO, which will also provide you with new releases of software and/or documentation on-line.
- d. Cisco will use reasonable efforts to ship you replacement hardware within 4 hours between 9:00 a.m. and 5:00 p.m. in the Time Zone for your region, Monday through Friday, excluding local Cisco-observed holidays.
 - SMARTnet 8 x 5 x 4 service is available only if the equipment under service coverage is installed within the following limits from a parts depot: in the U.S. and Canada, within 100-driving miles; in Europe and Australia, within 75-driving kilometres.
 - Cisco will use reasonable efforts to deliver the replacement parts within 4 hours from the time Cisco diagnoses the problem and determines that a replacement part is required. For calls placed after 1:00 p.m. in the Time Zone for your region, Cisco will deliver replacement hardware the morning of the following business day.
 - Replacement hardware may be either new or equivalent to new.

3. SERVICE RESTRICTIONS.

In order to receive services, you must observe the following conditions:

- a. You must pay a separate support fee for each product on which you receive support.
- b. SMARTnet service is not available in certain countries. Cisco reserves the right to refuse requests for service (including shipment of replacement hardware) in such countries.
- c. You must meet any custom requirements necessary for importation of the hardware replacement, including (i) payment of import duties, taxes, and fees (including storage) where applicable and (ii) securing any import documentation required (i.e., import permits, licenses) before requesting a hardware replacement.
- d. You may have to use a more current release of the software for Cisco to be able to support you. A more current release of software may require a hardware upgrade at additional cost.
- e. You must provide a priority level for all calls placed with Cisco, according to the following definitions:
 - ◆ Priority 1: An existing network is down or there is a critical impact to your business operation.
 - ◆ Priority 2: Operation of an existing network is severely degraded, or significant aspects of your business operation are being negatively impacted by unacceptable network performance.
 - ◆ Priority 3: Operational performance of the network is impaired while most business operations remain functional.
 - ◆ Priority 4: Information or assistance is required on Cisco product capabilities, installation, or configuration. There is clearly little or no impact to your business operation.
- f. You must provide reasonable access to the product through the Internet or a modem so that Cisco may attempt to correct problems through remote access.
- g. When Cisco ships replacement hardware, you are responsible for identifying any damage in transit.
- h. When you ship products back to Cisco, you must comply with the return shipment instructions provided with the replacement hardware.

4. SUPPORT ENTITLEMENT.

You are entitled to receive support on a product only if you have paid a separate support fee for such product and have registered such product's serial number with Cisco. If there is any indication that support is being received on product for which the above requirements have not been met, Cisco reserves the right, upon reasonable advance notice, to perform an audit of your products and records. If Cisco reasonably determines that unauthorized support is occurring, Cisco may charge the appropriate support fee as well as, without limitation, legal fees and audit fees and interest at the rate of one and a half percent (1½%) per month, calculated from the date on which unauthorized support was first received and compounded on each monthly anniversary of that date.

5. SERVICES EXCLUDED.

- a. Any customization or installation of software, or any visits to your site.
- b. Support or replacement of product that is altered, modified, mishandled, destroyed, damaged by natural causes or damaged due to a negligent or willful act or omission by you or use other than as specified in the Cisco-supplied documentation, or resolution of software or hardware problems resulting from third party products or causes beyond Cisco's control.
- c. Services for non-Cisco software installed on any Cisco product.
- d. Any hardware upgrade required to run new or updated software.

6. SOFTWARE LICENSE.

Any software downloaded from CCO is licensed under the same terms and conditions as the Software License that comes with the product you purchased (such terms are also available on CCO). You are licensed to use downloaded software only on hardware registered to receive support.



7. CONFIDENTIALITY.

You acknowledge that, in the course of receiving support, you may obtain information relating to Cisco which is of a confidential and proprietary nature ("Proprietary Information"). Such Proprietary Information may include, but is not limited to, trade secrets, know how, invention techniques, processes, programs, schematics, software source documents, data, financial information, and sales and marketing plans. You shall at all times, both during the term of receiving support and for a period of at least three (3) years after support is terminated, keep in trust and confidence all such Proprietary Information, and shall not use such Proprietary Information other than as authorized under these terms and conditions, nor shall you disclose any such Proprietary Information without Cisco's prior written consent. You further agree to immediately return to Cisco any Proprietary Information (including copies thereof) in your possession, custody, or control upon termination of support. You will indemnify Cisco for any misuse of Proprietary Information.

8. WARRANTY.

All services provided by Cisco will be performed with reasonable skill and care and, except as specified in these terms and conditions, all other express or implied terms, conditions or warranties including, without limitations, implied terms as to fitness for a particular purpose or satisfactory quality are excluded. You must notify Cisco promptly of any claimed breach of warranty and your sole and exclusive remedy for any such breach shall be, at Cisco's sole discretion, re-performance of the relevant services or reimbursement of that portion of the fees paid in relation to such services.

9. LIMITATION OF LIABILITY.

Except as provided at Clause 11 below, Cisco's and its suppliers' total liability arising out of or in connection with this service contract during the twelve month period for which any fee paid relates, whether in contract, tort (including negligence) or otherwise, is limited to the amount paid for provision of the services in relation to that period. In no event shall Cisco or its suppliers be liable to any person or entity for incidental, consequential, indirect or special damages of any nature or for loss of business profits, income or data.

10. CISCO WRITTEN ASSURANCE.

You hereby acknowledge that the Services and deliverable and technology or direct products thereof (hereafter referred to as Products and Technology), supplied by Cisco under these Terms are subject to export controls under the laws and regulations of the United States (U.S.). You agree to comply with such laws and regulations governing use, export, re-export, and transfer of Cisco Products and Technology and will obtain all required U.S. and local authorizations, permits, or licenses. Cisco and you each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents. You agree to maintain a record of exports, re-exports, and transfers of the Products and Technology according to U.S. and local laws.

11. Nothing in these terms and conditions shall operate to exclude or restrict Cisco's and its suppliers' liability for the tort of deceit or for personal injury or death caused by their negligence.

12. ENTIRE AGREEMENT.

The contract letter, registration guidelines and terms and conditions provided with this service contract contain all the terms between you and Cisco regarding their subject matter and supersede any prior agreement, understanding or arrangement, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations whether by Cisco or by a Cisco reseller prior to your purchase of Cisco services except as expressly stated here. You shall not have any remedy in respect of any untrue statement made and upon which you relied in entering into this service contract (unless such untrue statement was made fraudulently) and your only remedies shall be for breach of contract as provided here.

13. SEVERABILITY.

In the event that any of the terms of this service contract become or are declared to be illegal or otherwise unenforceable by a court of competent jurisdiction, such terms shall be null and void but all remaining terms shall remain in full force and effect.

14. CISCO TERMS AND CONDITIONS.

The individual acknowledges that he/she is an authorized representative of the company/organization registered with Cisco and has read and agrees to Cisco's services terms and conditions. These terms are governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.

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| Singapore | | 800 6161 356 | Venezuela | | 8001 4724 |
| Taiwan | | 0080 61 1206 | | | |
| Thailand | | 001 800 611 0754 | | | |



Section C

SMARTnet 24 x 7 x 4 and SMARTnet 24 x 7 x 2 Services

Terms and Conditions

1. SERVICE TERM AND REGISTRATION.

SMARTnet 24 x 7 x 4 and SMARTnet 24 x 7 x 2 services must be purchased within ninety (90) days of the purchase of the Cisco product to which they will be applied, or there may be a fee to inspect the product. The services are provided for twelve (12) months, starting forty-five days following your online registration on Cisco Connection Online, or Cisco receives your registration card in the mail. After the original services expire, you may purchase a renewal of this service contract from your reseller. These terms may be terminated by Cisco in the event that you breach any term in this Agreement or become insolvent, have a receiver or other similar officer appointed or a change in ownership or control of your company takes place.

2. SERVICES PROVIDED.

- a. Cisco will provide access to Cisco's Technical Assistance Center (TAC), at the numbers specified in Table 1, twenty-four (24) hours a day, to assist you with product use, configuration and troubleshooting. Cisco will use reasonable efforts to respond to you within one (1) hour for all calls: received from 8:00 a.m. to 5:00 p.m. in the Time Zone for your region, (specified in Table 1), Monday through Friday excluding scheduled local holidays ("Normal Business Hours"); and for Priority 1 and 2 calls received outside our Normal Business Hours. For lower priority calls received outside our Normal Business Hours, Cisco will use reasonable efforts to respond no later than its next business day.
- b. Cisco will use reasonable efforts to generate solutions to software problems. Cisco will support each software release for thirty-six (36) months from the date of first commercial shipment of that release.
- c. Cisco will provide access to our web page, CCO, which will also provide you with new releases of software and/or documentation on-line.
- d. SMARTnet 24 x 7 x 4
 - Cisco will use all reasonable efforts to ship you replacement hardware within 4 hours, 24 hours a day, seven days a week, including local Cisco-observed holidays.
 - SMARTnet 24 x 7 x 4 service is available only if the equipment under service coverage is installed within the following limits from a parts depot: in the U.S. and Canada, within 100-driving miles; in Europe, within 75-driving kilometres; and in Australia, within 75-driving kilometres.
 - Cisco will use reasonable efforts to deliver the replacement parts within 4 hours from the time Cisco diagnoses the problem and determines that a replacement part is required.
 - Replacement hardware may be either new or equivalent to new.
- e. SMARTnet 24 x 7 x 2
 - Cisco will use all reasonable efforts to ship you replacement hardware within 2 hours, 24 hours a day, seven days a week, including local Cisco-observed holidays.
 - SMARTnet 24 x 7 x 2 service is available only if the equipment under service coverage is installed within the following limits from a parts depot: in the U.S. and Canada, within 25-driving miles; in Europe, within 30-driving kilometres; and in Australia, within 30-driving kilometres.
 - Cisco will use reasonable efforts to deliver the replacement parts within 2 hours from the time Cisco diagnoses the problem and determines that a replacement part is required.
 - Replacement hardware may be either new or equivalent to new.

3. SERVICE RESTRICTIONS.

In order to receive services, you must observe the following conditions:

- a. You must pay a separate support fee for each product on which you receive support.
- b. SMARTnet service is not available in certain countries. Cisco reserves the right to refuse requests for service (including shipment of replacement hardware) in such countries.
- c. You must meet any custom requirements necessary for importation of the hardware replacement, including (i) payment of import duties, taxes, and fees (including storage) where applicable and (ii) securing any import documentation required (i.e., import permits, licenses) before requesting a hardware replacement.
- d. You may have to use a more current release of the software for Cisco to be able to support you. A more current release of software may require a hardware upgrade at additional cost.
- e. You must provide a priority level for all calls placed with Cisco, according to the following definitions:
 - ♦ Priority 1: An existing network is down or there is a critical impact to your business operation.
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 - ♦ Priority 3: Operational performance of the network is impaired while most business operations remain functional.
 - ♦ Priority 4: Information or assistance is required on Cisco product capabilities, installation, or configuration. There is clearly little or no impact to your business operation.
- f. You must provide reasonable access to the product through the Internet or a modem so that Cisco may attempt to correct problems through remote access.
- g. When Cisco ships replacement hardware, you are responsible for identifying any damage in transit.
- h. When you ship products back to Cisco, you must comply with the return shipment instructions provided with the replacement hardware.

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5. SERVICES EXCLUDED.

- a. Any customization or installation of software, or any visits to your site.
- b. Support or replacement of product that is altered, modified, mishandled, destroyed, damaged by natural causes or damaged due to a negligent or willful act or omission by you or use other than as specified in the Cisco-supplied documentation, or resolution of software or hardware problems resulting from third party products or causes beyond Cisco's control.
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8. WARRANTY.

All services provided by Cisco will be performed with reasonable skill and care and, except as specified in these terms and conditions, all other express or implied terms, conditions or warranties including, without limitations, implied terms as to fitness for a particular purpose or satisfactory quality are excluded. You must notify Cisco promptly of any claimed breach of warranty and your sole and exclusive remedy for any such breach shall be, at Cisco's sole discretion, re-performance of the relevant services or reimbursement of that portion of the fees paid in relation to such services.

9. LIMITATION OF LIABILITY.

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10. CISCO WRITTEN ASSURANCE.

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| Indonesia | | 001 800 61 838 | Costa Rica | | 0800 0120043 |
| Malaysia | | 1 800 805 880 | Mexico | Eastern Std. Time | 001 888 272 7186 |
| New Zealand | | 0800 44 6237 | Peru | | 0 800 50000, 888 443 2447 |
| Philippines | | 1 800 611 0056 | United States | Pacific Std. Time | (800) 553 2447 +1 (408) 526 7209 |
| Singapore | | 800 6161 356 | Venezuela | | 8001 4724 |
| Taiwan | | 0080 61 1206 | | | |
| Thailand | | 001 800 611 0754 | | | |



Section D

SMARTnet Onsite Next Business Day Services

Terms and Conditions

1. SERVICE TERM AND REGISTRATION.

SMARTnet Onsite services must be purchased within ninety (90) days of the purchase of the Cisco product to which they will be applied, or there may be a fee to inspect the product. The services are provided for twelve (12) months, starting the day of your online registration on Cisco Connection Online ("CCO"), or Cisco receives your registration card in the mail. After the original services expire, you may purchase a renewal of this service contract from your reseller. These terms may be terminated by Cisco in the event that you breach any term in this Agreement or become insolvent, have a receiver or other similar officer appointed or a change in ownership or control of your company takes place.

2. SERVICES PROVIDED.

- a. Cisco will provide access to Cisco's Technical Assistance Center (TAC), at the numbers specified in Table 1, twenty-four (24) hours a day, to assist you with product use, configuration and troubleshooting. Cisco will use reasonable efforts to respond to you within one (1) hour for all calls: received from 8:00 a.m. to 5:00 p.m. of the Time Zone for your region, (specified in Table 1), Monday through Friday excluding scheduled local holidays ("Normal Business Hours"); and for Priority 1 and 2 calls received outside our Normal Business Hours. For lower priority calls received outside our Normal Business Hours, Cisco will use reasonable efforts to respond no later than its next business day.
- b. Cisco will use reasonable efforts to generate solutions to software problems. Cisco will support each software release for thirty-six (36) months from the date of first commercial shipment of that release.
- c. Cisco will provide access to our web page, CCO, which will also provide you with new releases of software and/or documentation on-line.
- d. Where available, Cisco will use reasonable efforts to provide hardware maintenance at your site, including all parts, labor, and material required. Cisco will use reasonable efforts to ensure service representatives will be at your site the next business day provided that Cisco's TAC identifies the problem as hardware failure during troubleshooting before 3:00 p.m. in the Time Zone for your region. If the problem is identified after 3:00 p.m. in the Time Zone for your region, Cisco will use reasonable efforts to ensure onsite services will be performed the following business day.
 - Replacement hardware may be either new or equivalent to new.

3. SERVICE RESTRICTIONS.

In order to receive services, you must observe the following conditions:

- a. You must pay a separate support fee for each product on which you receive support.
- b. SMARTnet Onsite service is not available in certain countries. Cisco reserves the right to refuse requests for service (including shipment of replacement hardware) in such countries.
- c. You must meet any custom requirements necessary for importation of the hardware replacement, including (i) payment of import duties, taxes, and fees (including storage) where applicable and (ii) securing any import documentation required (i.e., import permits, licenses) before requesting a hardware replacement.
- d. You may have to use a more current release of the software for Cisco to be able to support you. A more current release of software may require a hardware upgrade at additional cost.
- e. You must provide a priority level for all calls placed with Cisco, according to the following definitions:
 - ◆ Priority 1: An existing network is down or there is a critical impact to your business operation.
 - ◆ Priority 2: Operation of an existing network is severely degraded, or significant aspects of your business operation are being negatively impacted by unacceptable network performance.
 - ◆ Priority 3: Operational performance of the network is impaired while most business operations remain functional.
 - ◆ Priority 4: Information or assistance is required on Cisco product capabilities, installation, or configuration. There is clearly little or no impact to your business operation.
- f. You must provide reasonable access to the product through the Internet or a modem so that Cisco may attempt to correct problems through remote access.
- g. When Cisco ships replacement hardware, you are responsible for identifying any damage in transit.
- h. When you ship products back to Cisco, you must comply with the return shipment instructions provided with the replacement hardware.

4. SUPPORT ENTITLEMENT.

You are entitled to receive support on a product only if you have paid a separate support fee for such product and have registered such product's serial number with Cisco. If there is any indication that support is being received on product for which the above requirements have not been met, Cisco reserves the right, upon reasonable advance notice, to perform an audit of your products and records. If Cisco reasonably determines that unauthorized support is occurring, You may be charged the appropriate support fee as well as, without limitation, legal fees and audit fees and interest at the rate of one and a half percent (1½%) per month, calculated from the date on which unauthorized support was first received and compounded on each monthly anniversary of that date.

5. SERVICES EXCLUDED.

- a. Any customization or installation of software.
- b. Support or replacement of product that is altered, modified, mishandled, destroyed, damaged by natural causes or damaged due to a negligent or willful act or omission by you or use other than as specified in the Cisco-supplied documentation, or resolution of software or hardware problems resulting from third party products or causes beyond Cisco's control.
- c. Services for non-Cisco software installed on any Cisco product.
- d. Any hardware upgrade required to run new or updated software.

6. SOFTWARE LICENSE.

Any software downloaded from CCO is licensed under the same terms and conditions as the Software License that comes with the product you purchased (such terms are also available on CCO). You are licensed to use downloaded software only on hardware registered to receive support.



7. CONFIDENTIALITY.

You acknowledge that, in the course of receiving support, you may obtain information relating to Cisco which is of a confidential and proprietary nature ("Proprietary Information"). Such Proprietary Information may include, but is not limited to, trade secrets, know how, invention techniques, processes, programs, schematics, software source documents, data, financial information, and sales and marketing plans. You shall at all times, both during the term of receiving support and for a period of at least three (3) years after support is terminated, keep in trust and confidence all such Proprietary Information, and shall not use such Proprietary Information other than as authorized under these terms and conditions, nor shall you disclose any such Proprietary Information without Cisco's prior written consent. You further agree to immediately return to Cisco any Proprietary Information (including copies thereof) in your possession, custody, or control upon termination of support. You will indemnify Cisco for any misuse of Proprietary Information.

8. WARRANTY.

All services provided by Cisco will be performed with reasonable skill and care and, except as specified in these terms and conditions, all other express or implied terms, conditions or warranties including, without limitations, implied terms as to fitness for a particular purpose or satisfactory quality are excluded. You must notify Cisco promptly of any claimed breach of warranty and your sole and exclusive remedy for any such breach shall be, at Cisco's sole discretion, re-performance of the relevant services or reimbursement of that portion of the fees paid in relation to such services.

9. LIMITATION OF LIABILITY.

Except as provided at Clause 11 below, Cisco's and its suppliers' total liability arising out of or in connection with this service contract during the twelve month period for which any fee paid relates, whether in contract, tort (including negligence) or otherwise, is limited to the amount paid for provision of the services in relation to that period. In no event shall Cisco or its suppliers be liable to any person or entity for incidental, consequential, indirect or special damages of any nature or for loss of business profits, income or data.

10. CISCO WRITTEN ASSURANCE.

You hereby acknowledge that the Services and deliverable and technology or direct products thereof (hereafter referred to as Products and Technology), supplied by Cisco under these Terms are subject to export controls under the laws and regulations of the United States (U.S.). You agree to comply with such laws and regulations governing use, export, re-export, and transfer of Cisco Products and Technology and will obtain all required U.S. and local authorizations, permits, or licenses. Cisco and you each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents. You agree to maintain a record of exports, re-exports, and transfers of the Products and Technology according to U.S. and local laws.

11. Nothing in these terms and conditions shall operate to exclude or restrict Cisco's and its suppliers' liability for the tort of deceit or for personal injury or death caused by their negligence.

12. ENTIRE AGREEMENT.

The contract letter, registration guidelines and terms and conditions provided with this service contract contain all the terms between you and Cisco regarding their subject matter and supersede any prior agreement, understanding or arrangement, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations whether by Cisco or by a Cisco reseller prior to your purchase of Cisco services except as expressly stated here. You shall not have any remedy in respect of any untrue statement made and upon which you relied in entering into this service contract (unless such untrue statement was made fraudulently) and your only remedies shall be for breach of contract as provided here.

13. SEVERABILITY.

In the event that any of the terms of this service contract become or are declared to be illegal or otherwise unenforceable by a court of competent jurisdiction, such terms shall be null and void but all remaining terms shall remain in full force and effect.

14. CISCO TERMS AND CONDITIONS.

The individual acknowledges that he/she is an authorized representative of the company/organization registered with Cisco and has read and agrees to Cisco's services terms and conditions. These terms are governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.

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| Indonesia | | 001 800 61 838 | Costa Rica | | 0800 0120043 |
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| Singapore | | 800 6161 356 | Venezuela | | 8001 4724 |
| Taiwan | | 0080 61 1206 | | | |
| Thailand | | 001 800 611 0754 | | | |



Section E

SMARTnet Onsite 8 x 5 x 4 Services

Terms and Conditions

1. SERVICE TERM AND REGISTRATION.

SMARTnet Onsite 8 x 5 x 4 services must be purchased within ninety (90) days of the purchase of the Cisco product to which they will be applied, or there may be a fee to inspect the product. The services are provided for twelve (12) months, starting forty-five days following your online registration on Cisco Connection Online, or Cisco receives your registration card in the mail. After the original services expire, you may purchase a renewal of this service contract from your reseller. These terms may be terminated by Cisco in the event that you breach any term in this Agreement or become insolvent, have a receiver or other similar officer appointed or a change in ownership or control of your company takes place.

2. SERVICES PROVIDED.

- a. Cisco will provide access to Cisco's Technical Assistance Center (TAC), at the numbers specified in Table 1, twenty-four (24) hours a day, to assist you with product use, configuration and troubleshooting. Cisco will use reasonable efforts to respond to you within one (1) hour for all calls: received from 8:00 a.m. to 5:00 p.m. of the Time Zone for your region, (specified in Table 1), Monday through Friday excluding scheduled local holidays ("Normal Business Hours"); and for Priority 1 and 2 calls received outside our Normal Business Hours. For lower priority calls received outside our Normal Business Hours, Cisco will use reasonable efforts to respond no later than its next business day.
- b. Cisco will use reasonable efforts to generate solutions to software problems. Cisco will support each software release for thirty-six (36) months from the date of first commercial shipment of that release.
- c. Cisco will provide access to our web page, CCO, which will also provide you with new releases of software and/or documentation on-line.
- d. Where available, Cisco will use reasonable efforts to provide hardware maintenance at your site, including all parts, labor, and material required. Cisco will use reasonable efforts to ensure service representatives will be at your site within 4 hours provided that Cisco's TAC identifies the problem as hardware failure during troubleshooting before 1:00 p.m. in the Time Zone for your region. If the problem is identified after 1:00 p.m. in the Time Zone for your region, Cisco will use reasonable efforts to ensure onsite services will be performed in the morning of the following business day.
 - Replacement hardware may be either new or equivalent to new.

3. SERVICE RESTRICTIONS.

In order to receive services, you must observe the following conditions:

- a. You must pay a separate support fee for each product on which you receive support.
- b. SMARTnet Onsite service is not available in certain countries. Cisco reserves the right to refuse requests for service (including shipment of replacement hardware) in such countries.
- c. You must meet any custom requirements necessary for importation of the hardware replacement, including (i) payment of import duties, taxes, and fees (including storage) where applicable and (ii) securing any import documentation required (i.e., import permits, licenses) before requesting a hardware replacement.
- d. You may have to use a more current release of the software for Cisco to be able to support you. A more current release of software may require a hardware upgrade at additional cost.
- e. You must provide a priority level for all calls placed with Cisco, according to the following definitions:
 - ♦ Priority 1: An existing network is down or there is a critical impact to your business operation.
 - ♦ Priority 2: Operation of an existing network is severely degraded, or significant aspects of your business operation are being negatively impacted by unacceptable network performance.
 - ♦ Priority 3: Operational performance of the network is impaired while most business operations remain functional.
 - ♦ Priority 4: Information or assistance is required on Cisco product capabilities, installation, or configuration. There is clearly little or no impact to your business operation.
- f. You must provide reasonable access to the product through the Internet or a modem so that Cisco may attempt to correct problems through remote access.
- g. When Cisco ships replacement hardware, you are responsible for identifying any damage in transit.
- h. When you ship products back to Cisco, you must comply with the return shipment instructions provided with the replacement hardware.

4. SUPPORT ENTITLEMENT.

You are entitled to receive support on a product only if you have paid a separate support fee for such product and have registered such product's serial number with Cisco. If there is any indication that support is being received on product for which the above requirements have not been met, Cisco reserves the right, upon reasonable advance notice, to perform an audit of your products and records. If Cisco reasonably determines that unauthorized support is occurring, Cisco may charge the appropriate support fee as well as, without limitation, legal fees and audit fees and interest at the rate of one and a half percent (1½%) per month, calculated from the date on which unauthorized support was first received and compounded on each monthly anniversary of that date.

5. SERVICES EXCLUDED.

- a. Any customization or installation of software.
- b. Support or replacement of product that is altered, modified, mishandled, destroyed, damaged by natural causes or damaged due to a negligent or willful act or omission by you or use other than as specified in the Cisco-supplied documentation, or resolution of software or hardware problems resulting from third party products or causes beyond Cisco's control.
- c. Services for non-Cisco software installed on any Cisco product.
- d. Any hardware upgrade required to run new or updated software.

6. SOFTWARE LICENSE.

Any software downloaded from CCO is licensed under the same terms and conditions as the Software License that comes with the product you purchased (such terms are also available on CCO). You are licensed to use downloaded software only on hardware registered to receive support.



7. CONFIDENTIALITY.

You acknowledge that, in the course of receiving support, you may obtain information relating to Cisco which is of a confidential and proprietary nature ("Proprietary Information"). Such Proprietary Information may include, but is not limited to, trade secrets, know how, invention techniques, processes, programs, schematics, software source documents, data, financial information, and sales and marketing plans. You shall at all times, both during the term of receiving support and for a period of at least three (3) years after support is terminated, keep in trust and confidence all such Proprietary Information, and shall not use such Proprietary Information other than as authorized under these terms and conditions, nor shall you disclose any such Proprietary Information without Cisco's prior written consent. You further agree to immediately return to Cisco any Proprietary Information (including copies thereof) in your possession, custody, or control upon termination of support. You will indemnify Cisco for any misuse of Proprietary Information.

8. WARRANTY.

All services provided by Cisco will be performed with reasonable skill and care and, except as specified in these terms and conditions, all other express or implied terms, conditions or warranties including, without limitations, implied terms as to fitness for a particular purpose or satisfactory quality are excluded. You must notify Cisco promptly of any claimed breach of warranty and your sole and exclusive remedy for any such breach shall be, at Cisco's sole discretion, re-performance of the relevant services or reimbursement of that portion of the fees paid in relation to such services.

9. LIMITATION OF LIABILITY.

Except as provided at Clause 11 below, Cisco's and its suppliers' total liability arising out of or in connection with this service contract during the twelve month period for which any fee paid relates, whether in contract, tort (including negligence) or otherwise, is limited to the amount paid for provision of the services in relation to that period. In no event shall Cisco or its suppliers be liable to any person or entity for incidental, consequential, indirect or special damages of any nature or for loss of business profits, income or data.

10. CISCO WRITTEN ASSURANCE.

You hereby acknowledge that the Services and deliverable and technology or direct products thereof (hereafter referred to as Products and Technology), supplied by Cisco under these Terms are subject to export controls under the laws and regulations of the United States (U.S.). You agree to comply with such laws and regulations governing use, export, re-export, and transfer of Cisco Products and Technology and will obtain all required U.S. and local authorizations, permits, or licenses. Cisco and you each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents. You agree to maintain a record of exports, re-exports, and transfers of the Products and Technology according to U.S. and local laws.

11. Nothing in these terms and conditions shall operate to exclude or restrict Cisco's and its suppliers' liability for the tort of deceit or for personal injury or death caused by their negligence.

12. ENTIRE AGREEMENT.

The contract letter, registration guidelines and terms and conditions provided with this service contract contain all the terms between you and Cisco regarding their subject matter and supersede any prior agreement, understanding or arrangement, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations whether by Cisco or by a Cisco reseller prior to your purchase of Cisco services except as expressly stated here. You shall not have any remedy in respect of any untrue statement made and upon which you relied in entering into this service contract (unless such untrue statement was made fraudulently) and your only remedies shall be for breach of contract as provided here.

13. SEVERABILITY.

In the event that any of the terms of this service contract become or are declared to be illegal or otherwise unenforceable by a court of competent jurisdiction, such terms shall be null and void but all remaining terms shall remain in full force and effect.

14. CISCO TERMS AND CONDITIONS.

The individual acknowledges that he/she is an authorized representative of the company/organization registered with Cisco and has read and agrees to Cisco's services terms and conditions. These terms are governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.

Table: 1

| | | | | | |
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| UK | | 0800 960 547 | Brazil | Brasilia Std. Time | 000814 550 3333 |
| Asia Pacific | | +61 2 99353 4107 | Canada | Eastern Std. Time | (800) 553 2447 +1 (408) 526 7209 |
| Australia | Aus. Eastern Std. Time | 800 805 227 | Chile | | 1230 020 0240 |
| Hong Kong | | 800 96 5910 | Colombia | | 980 15 4424 |
| Indonesia | | 001 800 61 838 | Costa Rica | | 0800 0120043 |
| Malaysia | | 1 800 805 880 | Mexico | Eastern Std. Time | 001 888 272 7186 |
| New Zealand | | 0800 44 6237 | Peru | | 0 800 50000, 888 443 2447 |
| Philippines | | 1 800 611 0056 | United States | Pacific Std. Time | (800) 553 2447 +1 (408) 526 7209 |
| Singapore | | 800 6161 356 | Venezuela | | 8001 4724 |
| Taiwan | | 0080 61 1206 | | | |
| Thailand | | 001 800 611 0754 | | | |



Section F

SMARTnet Onsite 24 x 7 x 4 and SMARTnet Onsite 24 x 7 x 2 Services

Terms and Conditions

1. SERVICE TERM AND REGISTRATION.

SMARTnet Onsite 24 x 7 x 4 and SMARTnet 24 x 7 x 2 services must be purchased within ninety (90) days of the purchase of the Cisco product to which they will be applied, or there may be a fee to inspect the product. The services are provided for twelve (12) months, starting forty-five days following your online registration on Cisco Connection Online, or Cisco receives your registration card in the mail. After the original services expire, you may purchase a renewal of this service contract from your reseller. These terms may be terminated by Cisco in the event that you breach any term in this Agreement or become insolvent, have a receiver or other similar officer appointed or a change in ownership or control of your company takes place.

2. SERVICES PROVIDED.

- a. Cisco will provide access to Cisco's Technical Assistance Center (TAC), at the numbers specified in Table 1, twenty-four (24) hours a day, to assist you with product use, configuration and troubleshooting. Cisco will use reasonable efforts to respond to you within one (1) hour for all calls: received from 8:00 a.m. to 5:00 p.m. in the Time Zone for your region, (specified in Table 1), Monday through Friday excluding scheduled local holidays ("Normal Business Hours"); and for Priority 1 and 2 calls received outside our Normal Business Hours. For lower priority calls received outside our Normal Business Hours, Cisco will use reasonable efforts to respond no later than its next business day.
- b. Cisco will use reasonable efforts to generate solutions to software problems. Cisco will support each software release for thirty-six (36) months from the date of first commercial shipment of that release.
- c. Cisco will provide access to our web page, CCO, which will also provide you with new releases of software and/or documentation on-line.
- d. SMARTnet 24 x 7 x 4
 - Where available, Cisco will use reasonable efforts to provide hardware maintenance at your site, including all parts, labor, and material required, within 4 hours, 24 hours a day, seven days a week, including local Cisco-observed holidays.
 - Replacement hardware may be either new or equivalent to new.
- e. SMARTnet 24 x 7 x 2
 - Where available, Cisco will use reasonable efforts to provide hardware maintenance at your site, including all parts, labor, and material required, within 2 hours, 24 hours a day, seven days a week, including local Cisco-observed holidays.
 - Replacement hardware may be either new or equivalent to new.

3. SERVICE RESTRICTIONS.

In order to receive services, you must observe the following conditions:

- a. You must pay a separate support fee for each product on which you receive support.
- b. SMARTnet Onsite service is not available in certain countries. Cisco reserves the right to refuse requests for service (including shipment of replacement hardware) in such countries.
- c. You must meet any custom requirements necessary for importation of the hardware replacement, including (i) payment of import duties, taxes, and fees (including storage) where applicable and (ii) securing any import documentation required (i.e., import permits, licenses) before requesting a hardware replacement.
- d. You may have to use a more current release of the software for Cisco to be able to support you. A more current release of software may require a hardware upgrade at additional cost.
- e. You must provide a priority level for all calls placed with Cisco, according to the following definitions:
 - ◆ Priority 1: An existing network is down or there is a critical impact to your business operation.
 - ◆ Priority 2: Operation of an existing network is severely degraded, or significant aspects of your business operation are being negatively impacted by unacceptable network performance.
 - ◆ Priority 3: Operational performance of the network is impaired while most business operations remain functional.
 - ◆ Priority 4: Information or assistance is required on Cisco product capabilities, installation, or configuration. There is clearly little or no impact to your business operation.
- f. You must provide reasonable access to the product through the Internet or a modem so that Cisco may attempt to correct problems through remote access.
- g. When Cisco ships replacement hardware, you are responsible for identifying any damage in transit.
- h. When you ship products back to Cisco, you must comply with the return shipment instructions provided with the replacement hardware.

4. SUPPORT ENTITLEMENT.

You are entitled to receive support on a product only if you have paid a separate support fee for such product and have registered such product's serial number with Cisco. If there is any indication that support is being received on product for which the above requirements have not been met, Cisco reserves the right, upon reasonable advance notice, to perform an audit of your products and records. If Cisco reasonably determines that unauthorized support is occurring, You may be charged the appropriate support fee as well as, without limitation, legal fees and audit fees and interest at the rate of one and a half percent (1½%) per month, calculated from the date on which unauthorized support was first received and compounded on each monthly anniversary of that date.

5. SERVICES EXCLUDED.

- a. Any customization or installation of software.
- b. Support or replacement of product that is altered, modified, mishandled, destroyed, damaged by natural causes or damaged due to a negligent or willful act or omission by you or use other than as specified in the Cisco-supplied documentation, or resolution of software or hardware problems resulting from third party products or causes beyond Cisco's control.
- c. Services for non-Cisco software installed on any Cisco product.
- d. Any hardware upgrade required to run new or updated software.

6. SOFTWARE LICENSE.

Any software downloaded from CCO is licensed under the same terms and conditions as the Software License that comes with the product you purchased (such terms are also available on CCO). You are licensed to use downloaded software only on hardware registered to receive support.



7. CONFIDENTIALITY.

You acknowledge that, in the course of receiving support, you may obtain information relating to Cisco which is of a confidential and proprietary nature ("Proprietary Information"). Such Proprietary Information may include, but is not limited to, trade secrets, know how, invention techniques, processes, programs, schematics, software source documents, data, financial information, and sales and marketing plans. You shall at all times, both during the term of receiving support and for a period of at least three (3) years after support is terminated, keep in trust and confidence all such Proprietary Information, and shall not use such Proprietary Information other than as authorized under these terms and conditions, nor shall you disclose any such Proprietary Information without Cisco's prior written consent. You further agree to immediately return to Cisco any Proprietary Information (including copies thereof) in your possession, custody, or control upon termination of support. You will indemnify Cisco for any misuse of Proprietary Information.

8. WARRANTY.

All services provided by Cisco will be performed with reasonable skill and care and, except as specified in these terms and conditions, all other express or implied terms, conditions or warranties including, without limitations, implied terms as to fitness for a particular purpose or satisfactory quality are excluded. You must notify Cisco promptly of any claimed breach of warranty and your sole and exclusive remedy for any such breach shall be, at Cisco's sole discretion, re-performance of the relevant services or reimbursement of that portion of the fees paid in relation to such services.

9. LIMITATION OF LIABILITY.

Except as provided at Clause 11 below, Cisco's and its suppliers' total liability arising out of or in connection with this service contract during the twelve month period for which any fee paid relates, whether in contract, tort (including negligence) or otherwise, is limited to the amount paid for provision of the services in relation to that period. In no event shall Cisco or its suppliers be liable to any person or entity for incidental, consequential, indirect or special damages of any nature or for loss of business profits, income or data.

10. CISCO WRITTEN ASSURANCE.

You hereby acknowledge that the Services and deliverable and technology or direct products thereof (hereafter referred to as Products and Technology), supplied by Cisco under these Terms are subject to export controls under the laws and regulations of the United States (U.S.). You agree to comply with such laws and regulations governing use, export, re-export, and transfer of Cisco Products and Technology and will obtain all required U.S. and local authorizations, permits, or licenses. Cisco and you each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents. You agree to maintain a record of exports, re-exports, and transfers of the Products and Technology according to U.S. and local laws.

11. Nothing in these terms and conditions shall operate to exclude or restrict Cisco's and its suppliers' liability for the tort of deceit or for personal injury or death caused by their negligence.

12. ENTIRE AGREEMENT.

The contract letter, registration guidelines and terms and conditions provided with this service contract contain all the terms between you and Cisco regarding their subject matter and supersede any prior agreement, understanding or arrangement, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations whether by Cisco or by a Cisco reseller prior to your purchase of Cisco services except as expressly stated here. You shall not have any remedy in respect of any untrue statement made and upon which you relied in entering into this service contract (unless such untrue statement was made fraudulently) and your only remedies shall be for breach of contract as provided here.

13. SEVERABILITY.

In the event that any of the terms of this service contract become or are declared to be illegal or otherwise unenforceable by a court of competent jurisdiction, such terms shall be null and void but all remaining terms shall remain in full force and effect.

14. CISCO TERMS AND CONDITIONS.

The individual acknowledges that he/she is an authorized representative of the company/organization registered with Cisco and has read and agrees to Cisco's services terms and conditions. These terms are governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.

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| Singapore | | 800 6161 356 | Venezuela | | 8001 4724 |
| Taiwan | | 0080 61 1206 | | | |
| Thailand | | 001 800 611 0754 | | | |



Section G

Advance Replacement Services

Terms and Conditions

1. SERVICE TERM AND REGISTRATION.

Advance Replacement services must be purchased within ninety (90) days of the purchase of the Cisco product to which they will be applied, or there may be a fee to inspect the product. The services are provided for twelve (12) months, starting the day of your online registration on Cisco Connection Online ("CCO"), or Cisco receives your registration card in the mail. After the original services expire, you may purchase a renewal of this service contract from your reseller. These terms may be terminated by Cisco in the event that you breach any term in this Agreement or become insolvent, have a receiver or other similar officer appointed or a change in ownership or control of your company takes place.

2. SERVICES PROVIDED.

- a. Cisco will provide access to Cisco's Technical Assistance Center (TAC) for one incident, at the numbers specified in Table 1. This incident is necessary to call the TAC and request hardware replacement. Cisco will use reasonable efforts to respond to you within one (1) hour for all calls received from 8:00 a.m. to 5:00 p.m. of the Time Zone for your region, (specified in Table 1), Monday through Friday excluding scheduled local holidays ("Normal Business Hours") and for Priority 1 and 2 calls received outside our Normal Business Hours. For lower priority calls received outside our Normal Business Hours, Cisco will use reasonable efforts to respond no later than its next business day.
- b. Cisco will use reasonable efforts to ship you replacement hardware the same business day if your request and Cisco's hardware diagnoses is made before 3:00 p.m. in the Time Zone for your region. If you call after 3:00 p.m. in the Time Zone for your region, Cisco will use reasonable efforts to ship hardware the following business day.
 - Where available (U.S., Canada, European Union, Norway, Switzerland, Australia, New Zealand, plus limited locations in Mexico and Brazil) the replacement hardware will be shipped with the expectation it will arrive the next business day. In all other locations the arrival time is subject to the destination country's importation and customs processes.
 - Replacement hardware may be either new or equivalent to new.

3. SERVICE RESTRICTIONS.

In order to receive services, you must observe the following conditions:

- a. You must pay a separate support fee for each product on which you receive support.
- b. Advance Replacement service is not available in certain countries. Cisco reserves the right to refuse requests for service (including shipment of replacement hardware) in such countries.
- c. You must meet any custom requirements necessary for importation of the hardware replacement, including (i) payment of import duties, taxes, and fees (including storage) where applicable and (ii) securing any import documentation required (i.e., import permits, licenses) before requesting a hardware replacement.
- d. You may have to use a more current release of the software for Cisco to be able to support you. A more current release of software may require a hardware upgrade at additional cost.
- e. You must provide a priority level for all calls placed with Cisco, according to the following definitions:
 - ◆ Priority 1: An existing network is down or there is a critical impact to your business operation.
 - ◆ Priority 2: Operation of an existing network is severely degraded, or significant aspects of your business operation are being negatively impacted by unacceptable network performance.
 - ◆ Priority 3: Operational performance of the network is impaired while most business operations remain functional.
 - ◆ Priority 4: Information or assistance is required on Cisco product capabilities, installation, or configuration. There is clearly little or no impact to your business operation.
- f. You must provide reasonable access to the product through the Internet or a modem so that Cisco may attempt to correct problems through remote access.
- g. When Cisco ships replacement hardware, you are responsible for identifying any damage in transit.
- h. When you ship products back to Cisco, you must comply with the return shipment instructions provided with the replacement hardware.

4. SUPPORT ENTITLEMENT.

You are entitled to receive support on a product only if you have paid a separate support fee for such product and have registered such product's serial number with Cisco. If there is any indication that support is being received on product for which the above requirements have not been met, Cisco reserves the right, upon reasonable advance notice, to perform an audit of your products and records. If Cisco reasonably determines that unauthorized support is occurring, You may be charged the appropriate support fee as well as, without limitation, legal fees and audit fees and interest at the rate of one and a half percent (1½%) per month, calculated from the date on which unauthorized support was first received and compounded on each monthly anniversary of that date.

5. SERVICES EXCLUDED.

- a. Any customization or installation of software, or any visits to your site.
- b. Support or replacement of product that is altered, modified, mishandled, destroyed, damaged by natural causes or damaged due to a negligent or willful act or omission by you or use other than as specified in the Cisco-supplied documentation, or resolution of software or hardware problems resulting from third party products or causes beyond Cisco's control.
- c. Services for non-Cisco software installed on any Cisco product.
- d. Any hardware upgrade required to run new or updated software.

6. SOFTWARE LICENSE.

Any software downloaded from CCO is licensed under the same terms and conditions as the Software License that comes with the product you purchased (such terms are also available on CCO). You are licensed to use downloaded software only on hardware registered to receive support.



7. CONFIDENTIALITY.

You acknowledge that, in the course of receiving support, you may obtain information relating to Cisco which is of a confidential and proprietary nature ("Proprietary Information"). Such Proprietary Information may include, but is not limited to, trade secrets, know how, invention techniques, processes, programs, schematics, software source documents, data, financial information, and sales and marketing plans. You shall at all times, both during the term of receiving support and for a period of at least three (3) years after support is terminated, keep in trust and confidence all such Proprietary Information, and shall not use such Proprietary Information other than as authorized under these terms and conditions, nor shall you disclose any such Proprietary Information without Cisco's prior written consent. You further agree to immediately return to Cisco any Proprietary Information (including copies thereof) in your possession, custody, or control upon termination of support. You will indemnify Cisco for any misuse of Proprietary Information.

8. WARRANTY.

All services provided by Cisco will be performed with reasonable skill and care and, except as specified in these terms and conditions, all other express or implied terms, conditions or warranties including, without limitations, implied terms as to fitness for a particular purpose or satisfactory quality are excluded. You must notify Cisco promptly of any claimed breach of warranty and your sole and exclusive remedy for any such breach shall be, at Cisco's sole discretion, re-performance of the relevant services or reimbursement of that portion of the fees paid in relation to such services.

9. LIMITATION OF LIABILITY.

Except as provided at Clause 11 below, Cisco's and its suppliers' total liability arising out of or in connection with this service contract during the twelve month period for which any fee paid relates, whether in contract, tort (including negligence) or otherwise, is limited to the amount paid for provision of the services in relation to that period. In no event shall Cisco or its suppliers be liable to any person or entity for incidental, consequential, indirect or special damages of any nature or for loss of business profits, income or data.

10. CISCO WRITTEN ASSURANCE.

You hereby acknowledge that the Services and deliverable and technology or direct products thereof (hereafter referred to as Products and Technology), supplied by Cisco under these Terms are subject to export controls under the laws and regulations of the United States (U.S.). You agree to comply with such laws and regulations governing use, export, re-export, and transfer of Cisco Products and Technology and will obtain all required U.S. and local authorizations, permits, or licenses. Cisco and you each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents. You agree to maintain a record of exports, re-exports, and transfers of the Products and Technology according to U.S. and local laws.

11. Nothing in these terms and conditions shall operate to exclude or restrict Cisco's and its suppliers' liability for the tort of deceit or for personal injury or death caused by their negligence.

12. ENTIRE AGREEMENT.

The contract letter, registration guidelines and terms and conditions provided with this service contract contain all the terms between you and Cisco regarding their subject matter and supersede any prior agreement, understanding or arrangement, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations whether by Cisco or by a Cisco reseller prior to your purchase of Cisco services except as expressly stated here. You shall not have any remedy in respect of any untrue statement made and upon which you relied in entering into this service contract (unless such untrue statement was made fraudulently) and your only remedies shall be for breach of contract as provided here.

13. SEVERABILITY.

In the event that any of the terms of this service contract become or are declared to be illegal or otherwise unenforceable by a court of competent jurisdiction, such terms shall be null and void but all remaining terms shall remain in full force and effect.

14. CISCO TERMS AND CONDITIONS.

The individual acknowledges that he/she is an authorized representative of the company/organization registered with Cisco and has read and agrees to Cisco's services terms and conditions. These terms are governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.

Table: 1

| | | | | | |
|---------------------|------------------------|------------------|-----------------|--------------------|-------------------------------------|
| Europe | Central Europe Time | +32 2 704 5555 | Americas | | +1 (408) 526 7209 |
| France | | 0800 907 594 | Argentina | | 0 800 21 001, 888 443 2447 |
| UK | | 0800 960 547 | Brazil | Brasilia Std. Time | 000814 550 3333 |
| Asia Pacific | | +61 2 99353 4107 | Canada | Eastern Std. Time | (800) 553 2447 +1 (408) 526 7209 |
| Australia | Aus. Eastern Std. Time | 800 805 227 | Chile | | 1230 020 0240 |
| Hong Kong | | 800 96 5910 | Colombia | | 980 15 4424 |
| Indonesia | | 001 800 61 838 | Costa Rica | | 0800 0120043 |
| Malaysia | | 1 800 805 880 | Mexico | Eastern Std. Time | 001 888 272 7186 |
| New Zealand | | 0800 44 6237 | Peru | | 0 800 50000, 888 443 2447 |
| Philippines | | 1 800 611 0056 | United States | Pacific Std. Time | (800) 553 2447 +1 (408) 526 7209 |
| Singapore | | 800 6161 356 | Venezuela | | 8001 4724 |
| Taiwan | | 0080 61 1206 | | | |
| Thailand | | 001 800 611 0754 | | | |



Section H

Software Application Support (SAS) and Software Application Support plus Upgrades (SASU) Services

Terms and Conditions

1. SERVICE TERM AND REGISTRATION.

SAS and SASU services must be purchased within ninety (90) days of the purchase of the Cisco product to which they will be applied, or there may be a fee to inspect the product. The services are provided for twelve (12) months, starting the day of your online registration on Cisco Connection Online ("CCO"), or Cisco receives your registration card in the mail. After the original services expire, you may purchase a renewal of this service contract from your reseller. These terms may be terminated by Cisco in the event that you breach any term in this Agreement or become insolvent, have a receiver or other similar officer appointed or a change in ownership or control of your company takes place.

2. SERVICES PROVIDED.

- a. Cisco will provide access to Cisco's Technical Assistance Center (TAC), at the numbers specified in Table 1, twenty-four (24) hours a day, to assist you with product use, configuration and troubleshooting. Cisco will use reasonable efforts to respond to you within one (1) hour for all calls: received from 8:00 a.m. to 5:00 p.m. in the Time Zone for your region, (specified in Table 1), Monday through Friday excluding scheduled local holidays ("Normal Business Hours"); and for Priority 1 and 2 calls received outside our Normal Business Hours. For lower priority calls received outside our Normal Business Hours, Cisco will use reasonable efforts to respond no later than its next business day.
- b. Cisco will use reasonable efforts to generate solutions to software problems. Cisco will support each software release for thirty-six (36) months from the date of first commercial shipment of that release.
- c. i) For SAS services Cisco will provide software bug fixes and minor upgrades via download from CCO (as available), and via express transportation (freight and insurance charges included).
ii) For SASU services Cisco will provide software bug fixes, minor and major upgrades via download from CCO (as available), and via express transportation (freight and insurance charges included).
- d. Cisco will provide access to our web page, CCO, which will also provide you with new releases of software and/or documentation on-line.

3. SERVICE RESTRICTIONS.

In order to receive services, you must observe the following conditions:

- a. You must pay a separate support fee for each product on which you receive support.
- b. You must meet any custom requirements necessary for importation of any updates shipped via express transportation, including (i) payment of import duties, taxes, and fees where applicable and (ii) securing any import documentation required (i.e., import permits, licenses).
- c. You may have to use a more current release of the software for Cisco to be able to support you. A more current release of software may require a hardware upgrade at additional cost.
- d. You must provide a priority level for all calls placed with Cisco, according to the following definitions:
 - ◆ Priority 1: An existing network is down or there is a critical impact to your business operation.
 - ◆ Priority 2: Operation of an existing network is severely degraded, or significant aspects of your business operation are being negatively impacted by unacceptable network performance.
 - ◆ Priority 3: Operational performance of the network is impaired while most business operations remain functional.
 - ◆ Priority 4: Information or assistance is required on Cisco product capabilities, installation, or configuration. There is clearly little or no impact to your business operation.
- e. You must provide reasonable access to the product through the Internet or a modem so that Cisco may attempt to correct problems through remote access.

4. SUPPORT ENTITLEMENT.

You are entitled to receive support on a product only if you have paid a separate support fee for such product and have registered such product's serial number with Cisco. If there is any indication that support is being received on product for which the above requirements have not been met, Cisco reserves the right, upon reasonable advance notice, to perform an audit of your products and records. If Cisco reasonably determines that unauthorized support is occurring, You may be charged the appropriate support fee as well as, without limitation, legal fees and audit fees and interest at the rate of one and a half percent (1½%) per month, calculated from the date on which unauthorized support was first received and compounded on each monthly anniversary of that date.

5. SERVICES EXCLUDED.

- a. Any customization or installation of software, or any visits to your site.
- b. Support or replacement of product that is altered, modified, mishandled, destroyed, damaged by natural causes or damaged due to a negligent or willful act or omission by you or use other than as specified in the Cisco-supplied documentation, or resolution of software or hardware problems resulting from third party products or causes beyond Cisco's control.
- c. Services for non-Cisco software installed on any Cisco product.
- d. Any hardware upgrade required to run new or updated software.

6. SOFTWARE LICENSE.

Any software downloaded from CCO is licensed under the same terms and conditions as the Software License that comes with the product you purchased (such terms are also available on CCO). You are licensed to use downloaded software only on hardware registered to receive support.



7. CONFIDENTIALITY.

You acknowledge that, in the course of receiving support, you may obtain information relating to Cisco which is of a confidential and proprietary nature ("Proprietary Information"). Such Proprietary Information may include, but is not limited to, trade secrets, know how, invention techniques, processes, programs, schematics, software source documents, data, financial information, and sales and marketing plans. You shall at all times, both during the term of receiving support and for a period of at least three (3) years after support is terminated, keep in trust and confidence all such Proprietary Information, and shall not use such Proprietary Information other than as authorized under these terms and conditions, nor shall you disclose any such Proprietary Information without Cisco's prior written consent. You further agree to immediately return to Cisco any Proprietary Information (including copies thereof) in your possession, custody, or control upon termination of support. You will indemnify Cisco for any misuse of Proprietary Information.

8. WARRANTY.

All services provided by Cisco will be performed with reasonable skill and care and, except as specified in these terms and conditions, all other express or implied terms, conditions or warranties including, without limitations, implied terms as to fitness for a particular purpose or satisfactory quality are excluded. You must notify Cisco promptly of any claimed breach of warranty and your sole and exclusive remedy for any such breach shall be, at Cisco's sole discretion, re-performance of the relevant services or reimbursement of that portion of the fees paid in relation to such services.

9. LIMITATION OF LIABILITY.

Except as provided at Clause 11 below, Cisco's and its suppliers' total liability arising out of or in connection with this service contract during the twelve month period for which any fee paid relates, whether in contract, tort (including negligence) or otherwise, is limited to the amount paid for provision of the services in relation to that period. In no event shall Cisco or its suppliers be liable to any person or entity for incidental, consequential, indirect or special damages of any nature or for loss of business profits, income or data.

10. CISCO WRITTEN ASSURANCE.

You hereby acknowledge that the Services and deliverable and technology or direct products thereof (hereafter referred to as Products and Technology), supplied by Cisco under these Terms are subject to export controls under the laws and regulations of the United States (U.S.). You agree to comply with such laws and regulations governing use, export, re-export, and transfer of Cisco Products and Technology and will obtain all required U.S. and local authorizations, permits, or licenses. Cisco and you each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents. You agree to maintain a record of exports, re-exports, and transfers of the Products and Technology according to U.S. and local laws.

11. Nothing in these terms and conditions shall operate to exclude or restrict Cisco's and its suppliers' liability for the tort of deceit or for personal injury or death caused by their negligence.

12. ENTIRE AGREEMENT.

The contract letter, registration guidelines and terms and conditions provided with this service contract contain all the terms between you and Cisco regarding their subject matter and supersede any prior agreement, understanding or arrangement, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations whether by Cisco or by a Cisco reseller prior to your purchase of Cisco services except as expressly stated here. You shall not have any remedy in respect of any untrue statement made and upon which you relied in entering into this service contract (unless such untrue statement was made fraudulently) and your only remedies shall be for breach of contract as provided here.

13. SEVERABILITY.

In the event that any of the terms of this service contract become or are declared to be illegal or otherwise unenforceable by a court of competent jurisdiction, such terms shall be null and void but all remaining terms shall remain in full force and effect.

14. CISCO TERMS AND CONDITIONS.

The individual acknowledges that he/she is an authorized representative of the company/organization registered with Cisco and has read and agrees to Cisco's services terms and conditions. These terms are governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.

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| Hong Kong | | 800 96 5910 | Colombia | | 980 15 4424 |
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| Malaysia | | 1 800 805 880 | Mexico | Eastern Std. Time | 001 888 272 7186 |
| New Zealand | | 0800 44 6237 | Peru | | 0 800 50000, 888 443 2447 |
| Philippines | | 1 800 611 0056 | United States | Pacific Std. Time | (800) 553 2447 +1 (408) 526 7209 |
| Singapore | | 800 6161 356 | Venezuela | | 8001 4724 |
| Taiwan | | 0080 61 1206 | | | |
| Thailand | | 001 800 611 0754 | | | |



Section I

CISCO BASE

Terms and Conditions

1. SERVICE TERM AND REGISTRATION.

Cisco Base services must be purchased within ninety (90) days of the purchase of the Cisco product to which they will be applied, or there may be a fee to inspect the product. The services are provided for twelve (12) months, starting the day of your online registration on Cisco Connection Online ("CCO"), or Cisco receives your registration card in the mail. After the original services expire, you may purchase a new package from your reseller. These terms may be terminated by Cisco in the event that you breach any term in this Agreement or become insolvent, have a receiver or other similar officer appointed or a change in ownership or control of your company takes place.

2. SERVICES PROVIDED.

- a. Cisco will provide access to Cisco's Technical Assistance Center (TAC), at the numbers specified in Table 1, twenty-four (24) hours a day, to assist you with product use, configuration and troubleshooting. Cisco will use reasonable efforts to respond to you within one (1) hour for all calls: received from 8:00 a.m. to 5:00 p.m. in the Time Zone for your region, (specified in Table 1), Monday through Friday excluding scheduled local holidays ("Normal Business Hours"); and for Priority 1 and 2 calls received outside our Normal Business Hours. For lower priority calls received outside our Normal Business Hours, Cisco will use reasonable efforts to respond no later than its next business day.
- b. Cisco will use reasonable efforts to generate solutions to software problems. Cisco will support each software release for thirty-six (36) months from the date of first commercial shipment of that release.
- c. Cisco will provide software upgrades via download from CCO (as available), and via express transportation (freight and insurance charges included).
- d. Cisco will provide access to our web page, CCO, which will also provide you with new releases of software and/or documentation on-line.

3. SERVICE RESTRICTIONS.

In order to receive services, you must observe the following conditions:

- a. You must pay a separate support fee for each product on which you receive support. You may have to use a more current release of the software for Cisco to be able to support you. A more current release of software may require a hardware upgrade at additional cost.
- b. You must meet any custom requirements necessary for importation of any updates shipped via express transportation, including (i) payment of import duties, taxes, and fees where applicable and (ii) securing any import documentation required (i.e., import permits, licenses).
- c. You must provide a priority level for all calls placed with Cisco, according to the following definitions:
 - ◆ Priority 1: An existing network is down or there is a critical impact to your business operation.
 - ◆ Priority 2: Operation of an existing network is severely degraded, or significant aspects of your business operation are being negatively impacted by unacceptable network performance.
 - ◆ Priority 3: Operational performance of the network is impaired while most business operations remain functional.
 - ◆ Priority 4: Information or assistance is required on Cisco product capabilities, installation, or configuration. There is clearly little or no impact to your business operation.
- d. You must provide reasonable access to the product through the Internet or a modem so that Cisco may attempt to correct problems through remote access.

4. SUPPORT ENTITLEMENT.

You are entitled to receive support on a product only if you have paid a separate support fee for such product and have registered such product's serial number with Cisco. If there is any indication that support is being received on product for which the above requirements have not been met, Cisco reserves the right, upon reasonable advance notice, to perform an audit of your products and records. If Cisco reasonably determines that unauthorized support is occurring, you may be charged the appropriate support fee as well as, without limitation, legal fees and audit fees and interest at the rate of one and a half percent (1½%) per month, calculated from the date on which unauthorized support was first received and compounded on each monthly anniversary of that date.

5. SERVICES EXCLUDED.

- e. Any customization or installation of software, or any visits to your site.
- f. Support of product that is altered, modified, mishandled, destroyed, damaged by natural causes or damaged due to a negligent or willful act or omission by you or use other than as specified in the Cisco-supplied documentation, or resolution of software or hardware problems resulting from third party products or causes beyond Cisco's control.
- g. Services for non-Cisco software installed on any Cisco product.
- h. Any hardware upgrade required to run new or updated software.
- i. Any hardware replacement.

6. SOFTWARE LICENSE.

Any software downloaded from CCO is licensed under the same terms and conditions as the Software License that comes with the product you purchased (such terms are also available on CCO). You are licensed to use downloaded software only on hardware registered to receive support.



7. CONFIDENTIALITY.

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8. WARRANTY.

All services provided by Cisco will be performed with reasonable skill and care and, except as specified in these terms and conditions, all other express or implied terms, conditions or warranties including, without limitations, implied terms as to fitness for a particular purpose or satisfactory quality are excluded. You must notify Cisco promptly of any claimed breach of warranty and your sole and exclusive remedy for any such breach shall be, at Cisco's sole discretion, re-performance of the relevant services or reimbursement of that portion of the fees paid in relation to such services.

9. LIMITATION OF LIABILITY.

Except as provided at Clause 11 below, Cisco's and its suppliers' total liability arising out of or in connection with this service contract during the twelve month period for which any fee paid relates, whether in contract, tort (including negligence) or otherwise, is limited to the amount paid for provision of the services in relation to that period. In no event shall Cisco or its suppliers be liable to any person or entity for incidental, consequential, indirect or special damages of any nature or for loss of business profits, income or data.

10. CISCO WRITTEN ASSURANCE.

You hereby acknowledge that the Services and deliverable and technology or direct products thereof (hereafter referred to as Products and Technology), supplied by Cisco under these Terms are subject to export controls under the laws and regulations of the United States (U.S.). You agree to comply with such laws and regulations governing use, export, re-export, and transfer of Cisco Products and Technology and will obtain all required U.S. and local authorizations, permits, or licenses. Cisco and you each agree to provide the other such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents. You agree to maintain a record of exports, re-exports, and transfers of the Products and Technology according to U.S. and local laws.

11. Nothing in these terms and conditions shall operate to exclude or restrict Cisco's and its suppliers' liability for the tort of deceit or for personal injury or death caused by their negligence.

12. ENTIRE AGREEMENT.

The contract letter, registration guidelines and terms and conditions provided with this service contract contain all the terms between you and Cisco regarding their subject matter and supersede any prior agreement, understanding or arrangement, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations whether by Cisco or by a Cisco reseller prior to your purchase of Cisco services except as expressly stated here. You shall not have any remedy in respect of any untrue statement made and upon which you relied in entering into this service contract (unless such untrue statement was made fraudulently) and your only remedies shall be for breach of contract as provided here.

13. SEVERABILITY.

In the event that any of the terms of this service contract become or are declared to be illegal or otherwise unenforceable by a court of competent jurisdiction, such terms shall be null and void but all remaining terms shall remain in full force and effect.

14. CISCO TERMS AND CONDITIONS.

The individual acknowledges that he/she is an authorized representative of the company/organization registered with Cisco and has read and agrees to Cisco's services terms and conditions. These terms are governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.

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| Philippines | | 1 800 611 0056 | United States | Pacific Std. Time | (800) 553 2447 +1 (408) 526 7209 |
| Singapore | | 800 6161 356 | Venezuela | | 8001 4724 |
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