



Service Description of Cisco Services for Intrusion Prevention Systems (IPS)

This document describes Cisco's Intrusion Prevention Systems (IPS).

Related Documents: This document should be read in conjunction with the following documents also posted at www.cisco.com/go/servicedescriptions/: (1) Glossary of Terms; (2) List of Services Not Covered; and (3) Severity and Escalation Guidelines. All capitalized terms in this description have the meaning ascribed to them in the Glossary of Terms.

Direct Sale from Cisco. If you have purchased these Services directly from Cisco, this document is incorporated into your Master Services Agreement (MSA), Advanced Services Agreement (ASA), or equivalent services agreement executed between you and Cisco. In the event of a conflict between this Service Description and your MSA, this Service Description shall govern.

Sale via Cisco-Authorized Reseller. If you have purchased these Services through a Cisco-Authorized Reseller, this document is for description purposes only; is not a contract between you and Cisco. The contract, if any, governing the provision of this Service will be the one between you and your Cisco Authorized Reseller. Your Cisco Authorized Reseller should provide this document to you, or you can obtain a copy of this and other Cisco service descriptions at www.cisco.com/go/servicedescriptions/

Cisco shall provide the Services for the IPS described below as selected and detailed on the Purchase Order for which Cisco has been paid the appropriate fee.

The Services only entitle the Customer to the standard Signature File(s) set (as deemed by Cisco) and not additional Signature File(s) sets sold under a separate Product SKU.

Cisco's Responsibilities

• Services

- Assist Customer by telephone, facsimile, or electronic mail (for information related to Product use, configuration and troubleshooting).
- Provide 24 hours per day, 7 days per week access to Cisco's TAC. Cisco will respond to Customer within one (1) hour for all calls received during Standard Business Hours and for Priority 1 and 2 calls received outside Standard Business Hours. For Priority 3 and 4 calls received outside Standard Business Hours, Cisco will respond no later than the next business day.

- Manage the Problem Prioritization and Escalation Guideline described in Appendix B.
- Generate work-around solutions to reported Software or Signature File problems using reasonable commercial efforts or implement a patch to the Software or Signature File. For a Software or Signature File patch, Cisco will make available from the Cisco.com Software Center (www.cisco.com/software) or ship a Maintenance Release to Customer for the Product experiencing the problem, as agreed with Customer.
- Provide Update(s) where available, upon Customer request, for Software supported under this Exhibit. Such Updates are limited to Software releases that have been validly licensed and paid for on each applicable Hardware platform and shall only be applied to Products covered under a current Equipment List.
- If a Feature Set Upgrade is licensed, with a valid support contract attached, Customer shall be entitled to Updates (subject to anything to the contrary contained in this Agreement) at the upgraded level for such licensed Hardware.
- Software releases and Signature File(s) and any supporting documentation will be made available from the Cisco.com Software Center (www.cisco.com/software) or on physical media such as CDROM. Applicable supporting documentation, if available, is limited to one copy per Software release and Signature File as applicable. Additional copies may be purchased from Cisco.
- Provide access to Cisco.com. This system provides Customer with technical and general information on Cisco Products and access to Cisco's on-line Software Center library and may be subject to access restrictions as identified by Cisco from time to time.
- Signature File Notification. Provide Signature File Notification when Signature File(s) are made available.
- Provision of Signature File(s). Provide access to Signature File(s). Access to such Signature File(s) is limited to Products covered under a current Equipment list.

- **Advance Replacement Services**

- Use commercially reasonable efforts to provide the following Advance Replacement Services for Product detailed on an Equipment List at the specific level of Advance Replacement Service detailed on such Equipment List. Advance Replacement Services are subject to geographic and weight limit restrictions. Advance Replacement 8x5x4, 24x7x4 and 24x7x2 Services may not be available for Hardware cabinetry or chassis over 50 lbs (23kg) or 6 ft (2m). Customer can view the availability options for specific locations by accessing Cisco's Services Availability Matrix tool on Cisco.com at: http://www.cisco.com/cgi-bin/front.x/agents/SAM/cca_sam_landing.cgi.

Destination country importation, Customer compliance with U.S. export controls and customs processes may condition delivery times. Advance Replacements will be shipped DDU (delivery duty unpaid) using Cisco's preferred carrier, freight prepaid by Cisco, excluding import duties, taxes and fees, where applicable. Requests for alternate carriers will be at Customer's expense. Chassis and line card Advance Replacement Service must be at the same level of coverage. FRUs will be shipped separately and Cisco will not ship FRUs pre-assembled. Advance Replacements will be either new or equivalent to new at Cisco's discretion:

- **8x5xNext Business Day:** An Advance Replacement will ship the same day to arrive the next business day provided both the call and Cisco's diagnosis and determination of the failed hardware has been made before 3:00 p.m., local time. For requests after 3:00 p.m., local time, the Advance Replacement will ship the next business day.
- **8x5x4:** Provide Advance Replacement on a Four-Hour Response basis between 9:00am and 5:00pm local time the same business day, provided both the call and Cisco's diagnosis and determination of the failed hardware has been made before 1:00 p.m., local time. For calls placed after 1:00 p.m. local time, Cisco will deliver the Advance Replacement the morning of the next business day.
- **24x7x4:** Provide Advance Replacement parts on a Four-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.
- **24x7x2:** Provide Advance Replacement on a Two-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.

- **On-Site Support Services**

- Use commercially reasonable efforts to provide the following On-Site Support Services for Product

detailed on an Equipment List at the specific level of On-Site Support Service indicated in such Equipment List. On-Site Support Services are subject to geographic and weight limit restrictions. Customer can view the availability options for specific locations by accessing Cisco's Services Availability Matrix tool on Cisco.com at: http://www.cisco.com/cgi-bin/front.x/agents/SAM/cca_sam_landing.cgi.

Destination country importation, Customer compliance with U.S. export controls and customs processes may condition delivery times. FRUs will be shipped DDU (delivery duty unpaid) using Cisco's preferred carrier, freight prepaid by Cisco, excluding import duties, taxes and fees, where applicable. Requests for alternate carriers will be at Customer's expense. Chassis and line card replacement must be at the same level of coverage. FRUs will be shipped separately and Cisco will not ship FRUs pre-assembled. FRUs will be either new or equivalent to new at Cisco's discretion:

- **On-Site 8x5xNext Business Day:** Provide next-business-day Remedial Hardware Maintenance service, together with parts, labor and materials, by 5:00pm local time provided both the call and Cisco's diagnosis and determination that on-site service is required has been made before 3:00 p.m. Local Time the prior day (otherwise, second business day will be provided for calls placed after 3:00 p.m. local time).
- **On-Site 8x5x4:** Provide Four Hour Response for Remedial Hardware Maintenance service, together with parts, labor and materials, during local time the same business day provided both the call and Cisco's diagnosis and determination that on-site service is required has been made before 1:00pm local time.
- **On-Site 24x7x4:** Provide Four Hour Response for Remedial Hardware Maintenance service twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays.
- **On-Site 24x7x2:** Provide Two Hour Response for Remedial Hardware Maintenance service twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays.
- **Third Party Providers.** Cisco reserves the right to subcontract Services to a third party organization to provide Services to Customer.
- Provision of Application Software support is not included under this Service Description and is available under a separate service offering.

Customer's Responsibilities

- Provide a priority level as described in Appendix B for all calls placed.

- Provide reasonable access to the Product through the Internet or via modem such that problems may be diagnosed and corrected remotely. Customer shall also make available to Cisco current system passwords as necessary to enable Cisco to provide such remote diagnosis and support.
- Use the latest release of Software if required to correct a reported Software problem.
- Provide thirty (30) days Notice to Cisco of any requested addition(s) to the Equipment List.
- Pay all travel expenses if Cisco is requested by Customer to perform on-site services. Engineering time will be billed at the then-current applicable time and materials rates.
- Notify Cisco, using Cisco.com, of Product on the Equipment List, which Customer has moved to a new location. Customer agrees to make such notification within thirty (30) days of Product relocation. Cisco is only obligated to provide Service to Customer beginning thirty (30) calendar days after it receives notification. Customer shall also notify Cisco of modifications to the Product configuration including upgrades or changes to FRUs not in the original configuration within five (5) business days of such modification.
- Customer is responsible for returning to Cisco all defective or returned Product in accordance with Cisco's Return Material Authorization ("RMA") procedure and will provide a new Purchase Order number to Cisco's asset recovery team to facilitate the billing of Product not returned. Cisco's RMA procedure is available on CCO. Customer agrees to assist Cisco in troubleshooting failed Hardware down to the FRU level prior to initiating Cisco's Return Material Authorization ("RMA") procedure.
- Customer is responsible for the following when receiving Advance Replacements and the costs associated with returning replaced Product under Advance Replacement Services Section above.
 - Proper packing, including description of failure and written specification of any other changes or alterations.
 - Insurance of all packages for replacement cost to be shipped FOB Cisco's designated repair center.
 - Returns must be received within thirty (30) days; otherwise, the list price of the Hardware will be charged.
- Provide valid and applicable serial numbers for all Product problems and issues reported to Cisco or where Customer is seeking information from Cisco on Product use. Cisco may also require Customer to provide additional information in the form of location of the Product, city location details and zip code information.
- Register all Products and provide serial numbers for all Products to which Signature File(s) are downloaded.
- If Customer has received a replacement product under the Advanced Replacement Services in this Exhibit for a Product that has downloaded Signature File(s), Customer must ensure that the Product list registration for the Product receiving Signature File(s) has been updated to reflect the serial number for the replacement Product shipped to Customer otherwise Customer's ability to receive Signature File(s) for the replacement Product will be affected.
- When requested by Cisco, Customer shall provide Cisco with a list of all personnel it authorizes to contact Cisco or access Cisco.com for Services and to download Software and Signature File(s) from Cisco.com or Cisco's PUT. Customer is responsible for reviewing the list on an annual basis to add or remove personnel as necessary.
- Provide TFTP capabilities or internet access for the purpose of downloading images by on-site personnel as necessary.
- Have all Products installed below ten feet. For Products installed above four feet, Customer agrees to provide ladders that reach the height of the Product.
- Provide Cisco with the name of a point of contact prior to delivery and access to equipment by Cisco personnel.
- Provide all necessary safety and security protection of Cisco personnel or its subcontractors for unmanned Customer sites.
- Troubleshoot failed Hardware down to the FRU level.
- Back up Software images and configurations and Signature File libraries on a regularly scheduled basis and to provide such images and configurations to on-site personnel in connection with Remedial Hardware Maintenance activities.
- Acknowledge that it is only entitled to receive Services on the Product for which it has paid a separate fee to Cisco. Customer agrees it will take all necessary action to ensure that its former employees do not access or attempt to use the Services, including but not limited to, disabling passwords of former employees. Cisco reserves the right, upon reasonable advance notice, to perform an audit of Customer's Products and records to validate such entitlement and to charge for support if Cisco determines that unauthorized support is being provided, as well as interest at the highest rate permitted by law, and applicable fees including, without limitation, attorneys' fees and audit fees.