



Service Description: Industrial Technical Support Service

This document describes the Cisco Industrial Technical Support Service provided through the Emerging Technology Support Program (ETSP). This offer is available to eligible Cisco authorized resellers ("Partners") under 1) the Cisco IoT Machine Builder Program, and/or; 2) the Solution Technology Integrator Program or their successor channel programs for industry vendor partners.

This document should be read in conjunction with [How Cisco Provides Services](#).

Industrial Technical Support Service

Service Summary

For each End User that Partner supports under Industrial Technical Support Service, Cisco will provide the Partner Third Level Technical Support, access to Cisco.com, Software Support and, when purchased, Hardware Support. As a reminder, disclosure of any Confidential Information, including but not limited to the schedule price for Industrial Technical Support Service is subject to restrictions identified in the Agreement between the parties.

When Software Support is purchased, service covers also the associated Application Software sold as any of the following:

- On premises perpetual software license
- On premises software subscription license.

All data and information provided under this Service is in [English only](#). Subject to an additional fee, local language support may be available.

Cisco Responsibilities

In consideration of the Services ordered under Industrial Technical Support Service and Service fees paid by Partner and subject to Partner eligibility and use of Services solely where available, Cisco will use commercially reasonable efforts to provide the following Services:

Technical Support

- Except for Software Support, Cisco shall provide 24-hour 7-day a week access to Cisco's TAC for Third Level Support. Cisco will respond to Partner within one (1) hour to all calls received during Standard Business Hours and to Severity 1 and 2 calls received outside Standard Business Hours. For Severity 3 and 4 calls received outside Standard Business Hours, Cisco will respond no later than the next business day.
- When purchased, for Software Support requests, Cisco shall provide 24-hour 7-day a week access to Cisco's TAC for Third Level Support. Cisco will respond to Partner within one (1) hour to Severity 1 and 2 calls. For Severity 3 and 4 calls, Cisco will respond no later than the next business day.
- Cisco TAC interfacing with Partner's technical response center staff will be English speaking.
- Cisco shall provide Third Level Support
- Local Language Technical Support: Where available, and subject to an additional fee, local language support for calls on all assigned severity levels may be available for specific product(s).
- Cisco will supply the appropriate level of technical resources based on problem severity and elapsed time to assist Partner with problem resolution and to ensure adherence to Cisco's [Severity and Escalation Guideline](#).
- Last Day of Support (LDoS) represents the date when Partners will no longer receive service and support for the Product. Applicable dates are identified in End of Life bulletins available at Cisco.com.

Access to Cisco.com

Cisco will provide an appropriate level of Partner access, as applicable, to Cisco.com, which provides technical and general information on Products, as well as access to Cisco's on-line Software Center library.

Access to Cisco's on-line Software center library is provided through the [Service Access Management Tool](#) ("SAMT") in Appendix A and may be subject to access restrictions as identified by Cisco from time to time.

Software Support

- For all Products Cisco will make Updates, Application Software releases and supporting Documentation available via Cisco Software Central (www.cisco.com/go/software). Such Updates are limited to Software releases that have been validly licensed and paid for on each applicable Hardware platform and have active applicable Industrial Technical Support Services attached.
- If a Feature Set Upgrade is licensed, Partner will be entitled to Updates (subject to anything to the contrary contained in this document or the Agreement) at the upgraded level for the licensed Hardware.
- For Application Software, Cisco shall provide the Software Support Service selected on the Purchase Order of the Software Support for perpetual software, or subscription software for which Cisco has been paid the appropriate fee. Customer is entitled to the purchased Software Support Service only during the term of the service.
- Cisco provides support for partner hosted and managed solutions only if the solution is deployed and offered in a manner consistent with the then-current, applicable program requirements, if any. Cisco may deny or cease providing support if the partner's solution does not or no longer meets the program requirements.
- Cisco shall supply Services to the Software Applications that have been validly licensed, including as applicable, any of the following Service options:
 - Work-around solutions or patches to reported Application Software problems using reasonable commercial efforts for on premises Software.
 - Major, Minor and Maintenance Releases for on premises software.
- Release Support. Cisco, in meeting any support obligations, may require the Partner install the latest release of Cisco Software.
- Bug Fixes. Cisco will provide available Bug Fixes to Partner.

Hardware Support

Where available and as ordered by Partner (using the applicable Service options from the Price List), Cisco shall provide one of the following Advance Replacement Services where available:

- Advance Replacement Services
 - Advance Replacement 8x5xNext Business Day ("NBD"): Where Next Business Day delivery is available, an Advance Replacement will ship to arrive the next Business Day provided that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time. If Customer make a request after 3:00 p.m. Depot Time, Cisco will ship the Advance Replacement the next Business Day. Where Next Business Day delivery is not available, same day shipping ("Same Day Ship") will be provided. Under Same Day Ship, Advance Replacement will ship from the serving depot location that same Business Day, provided that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time. Determinations that occur after 3:00 p.m. Depot Time will be shipped the following Business Day.

In certain countries, the Advance Replacement will arrive the next business day and Partner must access Cisco's [Services Availability Matrix](#) ("SAM") tool in order to determine availability of Advance Replacement NBD. For all other locations the arrival time is subject to importation, customs processes and courier timeframes.

- Advance Replacement Services may not be available for Hardware cabinetry or chassis over 50 lbs. (23 kg) or 6 ft. (2 meters) and no Advance Replacement Services are available for Software. Service contracts are not available for accessories (for example, cables, blower assemblies, power cords and mounting hardware) and any such accessory will only be covered as part of an applicable Advance Replacement service ordered for the Product incorporating such accessory. Any replacement accessories will only be provided on an NBD basis.
- Shipments will be DDU (Incoterms 2000), except for shipment to and from the European Union will be shipped DDP (Incoterms 2000), using Cisco's preferred carrier, freight prepaid by Cisco, excluding import duties, taxes and fees, where applicable. Requests for alternate carriers will be at Partner's expense. Cisco Advance Hardware Replacement of chassis and line cards must be at the same level of coverage.
- When purchased, Cisco will provide Partner with Advance Cisco Hardware Replacement(s) that are either new or equivalent to new.
- Partner shall be responsible for providing any forms/documents that may be required or necessary for shipment or delivery of Advance Replacements to the Partner or Partner's designated End User location. Cisco shall not be responsible for any delays in delivery of Advance Replacements which are caused due to Partner or Partner's designated End User's failure to provide/furnish any forms/documents required as above.

Partner Responsibilities

Partner shall comply with the following obligations for each Product supported under Industrial Technical Support Service:

Technical Support - For all Industrial Technical Support Service:

- Partner will act as the single point of contact, commonly referred to as "Level Zero Support" for its End Users and provide First Level Support and Second Level Support, which will include assisting End Users with Product and non-Cisco or Third Party Product integration questions and fault isolation to Third Party Products.
First Level Support and Second Level Support activities are described in the Glossary of Terms, posted at www.cisco.com/go/service-descriptions.
- Partner may escalate certain of its End User Service Requests to Cisco for Third Level, but Partner retains the sole responsibility to respond to End Users.
- Partner shall provide a priority level as described in Cisco's Severity and Escalation Guidelines for all the calls Partner places into Cisco TAC.
- Provide valid and applicable serial numbers and license codes for all Cisco Product problems and issues reported to Cisco or where Partner is seeking information from Cisco in connection with Product use. Cisco may also require Partner to provide additional information in the form of location of the Product, city location details and postal or zip code information.
- Provide, at Partner's expense, reasonable access to the Product through the Internet or via modem to establish a secure data communication link between Partner's End Customer and the Cisco TAC engineer, including login credentials and passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Provide thirty (30) days' Notice to Cisco of any requested addition(s) or change(s) to Partner's Equipment List.
- Partner shall provide 24-hour 7-day a week access to Partner's technical response center. Partner will respond to End Users within one (1) hour for all calls received during Standard Business Hours and to Severity 1 and 2 calls received outside Standard Business Hours.
- If Partner determines Cisco support is required and elects to open cases with Cisco's TAC or to request RMAs, Partner shall provide Cisco with entitlement information that includes, but is not limited to, service contract number (under which Product is supported), Product number, Product location (for example, site, building, etc.), and serial number of the defective part, as well as Partner's contact name, title, office address, telephone number, e-mail address, and fax number.
- Partner shall act as the interface between Cisco's TAC and the End User providing local language facilitation and translation if required.

- Call Escalation. When Partner has escalated to Cisco, Partner shall continue to work with both End Users and Cisco until resolution of the Service Request. Partner shall be the primary point of contact with End User and any communication will flow from Cisco to Partner to End User.
- Service Request Closure. Partner will open and close Service Requests on behalf of End User. Partner will open a Service Request when directly requested by End User and initiate any follow-up calls to Cisco requested by End User.
- Partner must report unresolved problems to the Cisco TAC upon End User's notification to Partner of a network problem that has been identified as Cisco Product-related by the Partner's support personnel after Partner has performed its First Level Support and Second Level Support obligations. Partner will report all unresolved Severity 1 and Severity 2 problems to Cisco by phone. Unresolved Severity 3 and Severity 4 problems may be reported via Cisco.com or phone, through the Cisco Worldwide Support Contacts shown on Cisco.com at http://www.cisco.com/en/US/support/tsd_cisco_worldwide_contacts.html, incorporated herein by reference.
- Cisco's ability and obligation to provide the support services contained herein is subject to Partner's adherence to Cisco's Severity and Escalation Guidelines.
- Partner shall provide information to End User as needed so that End User is able to receive the support services including but not limited to a Partner problem prioritization and escalation guideline substantially similar in format to Severity and Escalation Guideline. Partner acknowledges that Cisco information, including but not limited to the escalation guideline and the TAC phone numbers shall not be provided to End Users.
- Partner should operate an electronic case management system so that case records can be reviewed after the event.

Access to Cisco.com

- Partner will receive access to SAMT but shall not grant access to their End User(s) for technical support (TAC) and/or hardware replacement (RMA).
- When requested, Partner will provide Cisco with a list of all personnel that Partner has authorized to contact Cisco or access Cisco.com for Services and to download Software from Cisco.com or ordered via Cisco's Product Upgrade Tool ("PUT"). Partner is responsible for reviewing the list on an annual basis and adding or removing personnel as necessary.

Software Support

- Cisco grants Partner the right to distribute Updates only to End Users currently licensed to use the Software and solely for devices included on current Equipment Lists for which applicable payments have been made to Cisco.
- Partner will: (i) generate workaround solutions to reported Software problems; or (ii) implement a Cisco-developed patch to Software or (iii) use the latest release of Software, where Cisco advises Partner that this will correct a reported Software problem.
- Update support contract information to reflect the latest Major and Minor release deployed on their premise.
- Acquire, install, configure and provide technical support for Third-party Products, including upgrades required by Cisco or related Services; and for Network infrastructure, including, but not limited to, local and wide-area data Networks and equipment required by Cisco for operation of Application Software.
- Maintain Customer's entire Application Software implementation for configurable Application Software currently in use under the same Service option for Cisco to provide Services for any portion of Customer's Application Software implementation.
- Some capabilities for delivering on premises services requires the Customer to allow telemetry data to be shared with Cisco. The Customer must agree to this in order to have the services delivered. This data will only be utilized for purposes of providing the service.
- Returns Coordination. Partner or End User shall return a failed Product that has been Advance Replaced within thirty (30) calendar days of receipt by the End User or by Partner, as the case may be, of the replacement Product, except in the United States and Canada where the failed Product shall be returned within ten (10) business days, unless practically not possible due to (i) the prevailing circumstances (in which case the failed Product shall be returned as promptly as possible) or (ii) a delay is caused by circumstances for which Cisco is responsible. Should this not be complied with, the Advance Replacement Products will be invoiced to Partner at Cisco's then current Price List, and services may also be delayed or denied until the non-compliance is resolved.
- Defective parts that cannot be returned due to data security may be eligible for destruction. Partner must receive prior written approval from Cisco using the authorized Asset Destruction Approval request form and agree to financial implications of destruction in accordance with Cisco's Statement of Policy Regarding the Removal of Data on Cisco Equipment located at: www.cisco.com/en/US/prod/policy_regarding_the_removal_of_data_on_cisco_equipment.pdf.
- Partner will provide a new Purchase Order prior to Cisco performance of any repairs for which Cisco is not obligated to support as defined under Services Not Covered.
- Partner should review receipt notification to confirm the failed Hardware and quantity of product received by Cisco.
- For the Advanced Replacement NBD Service: Partner and Cisco shall coordinate the return of all failed Product in the following manner:
 - Outside of the United States and Canada, for in-country returns from Partner or End User, Partner or End User shall ship the failed Product DDU (Incoterms 2000) to Cisco's designated in-country depot as per the corresponding RMA which has been submitted by Partner via the TAC or SVO Submit or any other similar means. In the United States and Canada, Partner or End User shall be responsible for calling the courier to arrange pick up of the failed Product for return to the Cisco in-country depot. Cisco shall then arrange, take the risk for loss or damage and pay for transportation and delivery (including any applicable duties, fees and licenses) of the failed Product to Cisco's designated location.
 - For international returns from Partner or End User in a given country, Partner or End User shall ship the failed Products DDU (Incoterms 2000) to a Cisco designated depot located in another country as per the corresponding RMA which has been submitted by Partner via TAC or SVO Submit or any other similar means.
 - Where available, Partners under a current service maintenance contract for the replacement hardware may be able to schedule a pickup of authorized returns at no additional charge using Cisco's Product Online Web Returns (POWR) tool located at www.cisco.com.
 - Receipt of Replacements.
 - Partner is responsible for payment of applicable fees,

Hardware Support

- In those instances where Partner's designated location for shipment of Advance Replacement by Cisco is to a Partner or Partner's End User site, notify Cisco, using Cisco.com, of Product on the Equipment List which Partner has moved to a new location within thirty (30) days of such relocation. Please be aware that the Services will be provided to Partner beginning thirty (30) days after receipt of Partner's notification. Cisco will also need Partner to notify Cisco of any modification to the Product and configuration including upgrades or changes to FRUs not in the original configuration within five (5) days of such modification.
- Service Part Inventory. In the event Partner elects to have Advance Replacement(s) shipped to Partner's depot, Partner shall:
 - Maintain a sufficient Service Parts inventory to support its End User base. Service Parts may only be used for remedial maintenance purposes. Cisco may request a Service Part inventory report from Partner upon ninety (90) days prior written notice;
 - Use commercially reasonable efforts to request all Advance Replacement NBD Services by using Cisco's [Product Returns & Replacement \(RMA\)](#) tool.

inspections and import requirements applicable to the country of destination and, if applicable, local delivery to the End User when receiving replacement Products.

- Partner shall notify Cisco of any damage in transit and/or mis-shipments reported to Partner by End User within ten (10) business days of receipt thereof, unless practically not possible due to the prevailing circumstances (in which case such notification shall be done as promptly as possible).
- Partner shall notify Cisco of any Product failures after verification testing by End User, unless practically not possible due to the prevailing circumstances (in which case such notification shall be done as promptly as possible).
- Partner shall make reasonable efforts to comply with the following RMA procedures:
 - Partner will ensure all Products are properly packaged prior to being shipped and will include a written description of the failure and specification of any changes or alterations made to the Product. Product returned to Cisco will conform in quantity and serial number to the RMA request.
 - Partner shall tag each Product returned with the RMA transaction number and a brief description of the problem. Cisco will not accept any Product returned which is not accompanied by an RMA number.
 - Partner shall validate and certify that any and all returned parts are solely for replacement on devices that are explicitly covered in a current Equipment List.

Entitlement

- Partner is entitled to receive support only for Product for which the Partner has paid the applicable support and license fees. Partner shall be responsible for ensuring that End Users utilize software for use with Products for which applicable support and license fees have been paid, and shall provide Cisco with such information as Cisco may require enabling Cisco to monitor and enforce End User entitlement.

Supplemental Glossary of Terms for Industrial Technical Support Service
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Service Request means the trouble case opened with Cisco's Technical Assistance Center.

Appendix A

CISCO.com SERVICE ACCESS MANAGEMENT TOOL (SAMT)

Overview

Using the [Service Access Management Tool](#) ("SAMT"), Partner/End User can manage access to the services provided by their Contracts (technical support, hardware replacement and software downloads). This management can be done following purchase of an active, valid Service support contract using either Bill to ID or Contract Number.

Partner Responsibility: Access to the Service Access Management Tool can be obtained through a new request from a Cisco Service Contract Account Team member who is responsible for the Bill to ID(s) and/or Contract Number(s) to be managed. An existing Administrator can submit a request to the Service Support Center asking to establish other administrators.

The necessary information for the SAMT access request is:

- The Cisco.com ID for the user to be set up
- The user's first and last name
- The user's Company name with email domain
- The Service Contract number(s) or Bill-To ID(s) to be administered

SAMT Administrators are allowed to manage appropriate access for their users by both Bill-To ID and Service Contract number. Existing SAMT Administrators can be found by sending an email to one of the appropriate Cisco Service Contract Account Team Representatives.

Cisco reserves the right to remove access to the Service Access Management Tool based upon request or upon prescribed Service contract lifecycle processes.

Under no circumstance is Partner allowed to grant access to End User for technical support (TAC) and/or hardware replacement (RMA).