



Exhibit J: SMARTnet Exhibit

This SMARTnet Exhibit is an Exhibit to the State Term Schedule Agreement entered into by Cisco and State of Ohio, Department of Administrative Services, Division of Computer and Information Services, on behalf of the State of Ohio and is incorporated into the State Term Schedule Agreement by this reference.

1.0 DEFINITIONS.

- 1.1 "Additional Services" means installation of new Hardware, system additions, Hardware upgrades, dispatch of a field engineer or non-mandatory engineering changes.
- 1.2 "Advance Replacement" means shipment of replacement FRU(s) in advance of receipt of failed/defective FRU(s).
- 1.3 "Field Replacement Unit (FRU)" means any component or sub assembly of an item or unit of Hardware listed in the Equipment List, subject to size and weight limitations, which can reasonably be replaced at a Customer location.
- 1.4 "Four-Hour Response" means the four (4) hour time period commencing upon Cisco's problem diagnosis and determination that a FRU is required and ending when the FRU is delivered on-site.
- 1.5 "Two-Hour Response" means the two (2) hour time period commencing upon Cisco's problem diagnosis and determination that a FRU is required and ending when the FRU is delivered on-site.

2.0 SERVICE RESPONSIBILITIES OF CISCO. According to the support selected and in consideration of the fee paid by Customer, Cisco shall provide the following Services where available and in accordance with the provisions of this Exhibit:

2.1 Services.

- 2.1.1 Assist Customer by telephone, facsimile, or electronic mail (for information related to Product use, configuration and troubleshooting).
- 2.1.2 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.
- 2.1.3 Manage the Problem Prioritization and Escalation Guideline described in Appendix A.
- 2.1.4 Generate work-around solutions to reported Software problems using reasonable commercial efforts or implement a patch to the Software. For a Software patch, Cisco will make available from the Cisco.com Software Center (www.cisco.com/software) or ship a Maintenance Release to Customer for the Product experiencing the problem, as agreed with

Customer.

- 2.1.5 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.
 - 2.1.6 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.
 - 2.1.7 Software releases and any supporting documentation will be made available from the Cisco.com Software Center (www.cisco.com/software) or on physical media such as CDROM. Applicable supporting documentation, if available, is limited to one copy per Software release. Additional copies may be purchased from Cisco.
 - 2.1.8 Provide access to Cisco.com. This system provides Customer with technical and general information on Cisco Products and access to Cisco's on-line Software Center library and may be subject to access restrictions as identified by Cisco from time to time.
- 2.2 Advance Replacement Services. Cisco shall 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. 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:
- 2.2.1 SMARTnet 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.
 - 2.2.2 SMARTnet 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.
 - 2.2.3 SMARTnet 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.

2.2.4 SMARTnet 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.

2.3 Third Party Providers. Cisco reserves the right to subcontract Services to a third party organization to provide Services to Customer.

3.0 SERVICE RESPONSIBILITIES OF CUSTOMER.

3.1 Customer will provide a priority level as described in Appendix A for all calls placed.

3.2 Customer shall 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.

3.3 Customer agrees to use the latest release of Software if required to correct a reported Software problem.

3.4 Customer will provide thirty (30) days Notice to Cisco of any requested addition(s) to the Equipment List.

3.5 Customer agrees to 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.

3.6 Customer agrees to 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.

3.7 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.

3.8 Customer is responsible for the following when receiving Advance Replacements and the costs associated with returning replaced Product under Section 2.2 above.

3.8.1 Proper packing, including description of failure and written specification of any other changes or alterations.

3.8.2 Insurance of all packages for replacement cost to be shipped FOB Cisco's designated repair center.

- 3.8.3 Returns must be received within thirty (30) days; otherwise, the list price of the Hardware will be charged.
- 3.9 Customer shall provide valid and applicable serial numbers for all Product problems and issues reported to Cisco or where Customer is seeking information from Cisco on Product use. Cisco may also require Customer to provide additional information in the form of location of the Product, city location details and zip code information.
- 3.10 When requested by Cisco, Customer shall provide Cisco with a list of all personnel it authorizes to contact Cisco or access Cisco.com for Services and to download Software from Cisco.com or Cisco's PUT. Customer is responsible for reviewing the list on an annual basis to add or remove personnel as necessary.
- 3.11 Customer acknowledges 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 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.
- 4.0 SERVICES NOT COVERED UNDER THIS EXHIBIT.
- 4.1 Any customization of, or labor to install, Software.
- 4.2 Provision of Software Application Services. For purposes of this Exhibit, "Software Application Services" means services for non-resident/stand alone Software which includes but is not limited to Cisco's network management Software, security Software, IP telephony Software, Internet appliance Software , Cisco Intelligent Contact Management ("ICM") Software and Cisco IP Contact Center ("IPCC") Software.
- 4.3 Any expenses incurred to visit Customer's location, except as required during escalation of problems by Cisco.
- 4.4 Furnishing of supplies, accessories or the replacement of expendable parts (e.g., cables, blower assemblies, power cords, and rack mounting kits).
- 4.5 Electrical or site work external to the Products.
- 4.6 Support or replacement of Product that is altered, modified, mishandled, destroyed or damaged by one or more of the following: (i) natural causes; (ii) environmental failures; (iii) Customer's failure to take any required actions; (iv) a negligent or willful act or omission by Customer or use by Customer other than as specified in the applicable Cisco-supplied documentation; or (v) act or omission of a third party.
- 4.7 Services to resolve software or hardware problems resulting from third party products or causes beyond Cisco's control.
- 4.8 Services for non-Cisco software or hardware installed on any Cisco Product.
- 4.9 Any Hardware and/or memory upgrade required to run new or updated Software.

- 4.10 Additional Services including but not limited to a dispatch of a field engineer are provided at the then-current time and materials rates.
- 4.11 Major, minor, and maintenance releases of Microsoft® or other third-party operating system, middleware or application software platforms. Customers should contact their Microsoft® or other third-party software vendor directly to obtain information on acquiring releases and/or bug fixes related to Microsoft® or other third party software platforms.
- 4.12 Support for Product for which Customer is unable to provide Cisco a valid and applicable serial number. In the event that Customer is unable to provide valid and applicable serial number(s) for Product and Cisco agrees to provide Services, then fees payable by Customer shall be at Cisco's then-current time and materials or non contract service rates.
- 4.13 Services for Product for which SMARTnet support has lapsed are subject to Cisco's prevailing reinstatement fees.
- 4.14 Feature Set Upgrades may not be downloaded from Cisco.com without payment of Cisco's then-current license fees.
- 4.15 Pre-assembly of FRUs ordered through RMAs is not available unless otherwise agreed by Cisco in writing.
- 4.16 Services for Product that is available through new product introduction, field trial equipment, and that Cisco obtains through acquisition prior to First Customer Ship ("FCS").
- 4.17 Configuration services for any Software or non-Cisco software.
- 4.18 Hardware replacement in quantities greater than three (3) FRUs, including those replacements due to pervasive issues documented in an engineering change notice or field alert unless Customer has troubleshoot failed Hardware down to the FRU level.
- 4.19 Requests for Service at an unmanned Customer site where a Customer representative is unavailable to receive the FRU.

5.0 EQUIPMENT LIST.

- 5.1 Product covered under this Exhibit is listed in the Equipment List(s), which may be revised by Customer's Purchase Order requesting such revisions and Cisco's acceptance thereof.



Back to: http://www.cisco.com/en/US/products/products_end-of-life_policy.html

PRODUCTS & SERVICES

End-of-Life Policy

End of Product Life Cycle: Overview

Products reach the end of their *Product Life Cycle* for a number of reasons. These reasons may be due to market demands, technology innovation and development driving changes in the product, or the products simply mature over time and are replaced by functionally richer technology. While this is an established part of the overall product life cycle, Cisco Systems recognizes that end-of-life milestones often prompt companies to review the way in which such end-of-sale and end-of-life milestones impact the Cisco products in their networks. With that in mind, we have set out below Cisco's end-of-life policy to help customers better manage their end-of-life transition and to understand the role that Cisco can play in helping to migrate to alternative Cisco platforms and technology.

The End of Life Policy only applies to End of Life and End of Sale announcements made in all Theaters on or after November 30, 2002 for all Cisco product lines. The Policy does not apply to product that is already subject to an End of Life and/or End of Sale announcement.

The general policy guidelines are:

1. As a general rule, Cisco will provide 6 months' notice of the affected product's end-of-sale date and/or the last day when the affected product can be ordered. This notice will appear on Cisco.com site (http://www.cisco.com/en/US/products/prod_end_of_life.html) and we encourage you to visit this site regularly as it contains useful information regarding Cisco's end-of-life program. Sign up to receive notification here: <http://www.cisco.com/cgi-bin/Support/FieldNoticeTool/field-notice>
2. Access to Cisco's Technical Assistance Center (TAC) will be available 24 hours a day, seven days a week for a period of 5 years from the end-of-sale date for hardware and operating system software issues and for a period of 3 years from the end-of-sale date for application software issues.
3. Spares or replacement parts for hardware will be available for a period of 5 years from the end-of-sale date. We will provide spares and replacement parts in accordance with our Return Materials Authorization (RMA) process.
4. Where available, we will provide bug fixes, maintenance releases, work arounds, or patches for critical bugs reported via the TAC or Cisco.com Web site for a period of 5 years from the end-of-sale date for operating system software and for a period of 3 years from the end-of-sale date for application software. Bear in mind that it may be necessary to use a software upgrade release to correct a reported problem.
5. You will need to ensure that you have a current and fully paid support contract with Cisco. Please contact your Support Account Manager regarding fees payable during the end-of-life period so that we can support you right through the end-of-life transition period.
6. Below are guidelines that should be followed to ensure that you receive effective support for the affected products within your network:
 1. For hardware or software that is not covered under a service contract, customers may add the product(s) to a current contract or purchase a new contract until 12 months after the end-of-sale date.
 2. Service contracts that have not been renewed or have lapsed after 12 months of end-of-sale date are not re-newable.
 3. Renewal of your service contract will generally be available until the last year of support, but will not extend beyond the last date of support.

The end-of-life milestones and Cisco commitments are presented in Table 1.

Table 1: Standard Guideline for End-of-Life Milestones							
Milestone	— 6 mos	Day 0	1 Year	2 Year	3 Year	4 Year	5 Year
External announcement period		End-of-sale date					
Software maintenance support							
Customer service and support of application software							
Customer service and support of hardware and Operating System software							
Hardware repair or replacement							
Add or attach new service contracts							
Renew service contracts - for Application SW							
Renew service contracts - for HW and Operation System SW							

Here is an explanation of some of the terms that we have used in this notice:

End of Product Life Cycle: A process that guides the final business operations associated with the product life cycle. The end-of-life process consists of a series of technical and business milestones and activities that, once completed, make a product obsolete. Once obsolete, the product is not sold, manufactured, improved, repaired, maintained, or supported.

End-of-sale date: The last date to order the product through Cisco point-of-sale mechanisms. The product is no longer for sale.

Hardware: The physical product and its physical components.

Operating System Software: Cisco operating system software that runs on Cisco hardware Application software: Cisco software that requires the presence of some non-Cisco operating system software.

Software Maintenance support: The time period that Cisco may release any software maintenance releases or bug fixes to the software product. After this date, Cisco Engineering will no longer develop, repair, maintain, or test the product software.