



Description of Hardware Replacement

This document describes Hardware Replacement Cisco Services which you the "End-User" have purchased (and Cisco will be providing) either directly from Cisco or through a Cisco Authorized Channel. It should be read in conjunction with the documents posted at www.cisco.com/go/servicedescriptions: (i) the Glossary of Terms, (ii) the Priority and Escalation Guideline and (iii) the list of Services not covered. This document is for description purposes only. It is not a contract and does not create any rights or obligation for you or for Cisco. The contract, if any, governing the provision of Cisco Services shall be either: (a) the one signed by you and Cisco if you are purchasing the services directly from Cisco or (b) the one between you and the Cisco Authorized Channel.

Hardware Replacement Service

Cisco Responsibilities:

- Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist with Product use, configuration and trouble shooting issues and access to Cisco.com.
- Manage problems according to the [Cisco Severity and Escalation Guideline](#).
- Access to Cisco.com. This system provides End-User with helpful technical and general information on Cisco Products as well as access to Cisco's on-line Software Center library. Please note that access restrictions identified by Cisco from time to time may apply.
- Cisco will provide Return for Replacement service whereby End-User returns failed Hardware to Cisco for replacement. Cisco will use commercially reasonable efforts to replace Hardware within ten (10) Business Days after receipt from End-User.

Advance Replacement Services

Advanced Replacement is subject to geographic and weight restrictions depending upon End-User's location. Advance Replacement 8x5x4, 24x7x4 and 24x7x2 Services may not be available for Hardware cabinetry or chassis over 50 lbs (23kg) or 6 ft (2m). End-User may check availability by accessing Cisco's Service Availability Matrix at: http://www.cisco.com/cgi-bin/front.x/agents/SAM/cca_sam_landing.cgi. Please note that destination country importation, compliance with U.S. export controls and customs processes may condition actual 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 End-User'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. Cisco will provide End-User with Advance Replacement(s) that are new or equivalent to new at Cisco's discretion.

Cisco Responsibilities:

- Same Day Ship/Next 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., Depot Time. For requests after 3:00 p.m., Depot Time, the Advance Replacement will ship the next Business Day.
- 8x5x4: Advance Replacement on a Four-Hour Response basis between 9:00 a.m. and 5:00 p.m. Depot Time the same Business Day, provided that Cisco's determination of Hardware failure has been made before 1:00 p.m., Depot Time. If End-User makes a request after 1:00 p.m. Depot Time, Cisco will deliver the Advance Replacement the morning of the next Business Day.
- 24x7x4: 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: Advance Replacement on a Two-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.

End-User Responsibilities:

The provision of the Service options assumes that End-User will:

- Provide a priority level as described in the [Cisco Severity and Escalation Guideline](#) for all the calls End-User places.
- Provide, at End-User's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between End-User and the Cisco TAC engineer and systems passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Provide thirty (30) days Notice to Cisco of any requested addition(s) to End-User's Equipment List.

- Notify Cisco, using Cisco.com, of Product on the Equipment List which End-User has moved to a new location within thirty (30) days of such relocation. Please be aware that the Services will be provided to End-User beginning thirty (30) days after receipt of End-User's notification. Cisco will also need End-User 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.
- Provide current shipment contact information as follows: contact name, title, address, telephone number, e-mail address and fax number.
- Provide valid and applicable serial numbers for all Product problems and issues reported to Cisco or where End-User is seeking information from Cisco in connection with Product use. Cisco may also require End-User to provide additional information in the form of location of the Product, city location details and zip code information.
- When requested, provide Cisco with a list of all personnel that End-User has authorized to contact Cisco or access Cisco.com for Services and to download Software from Cisco.com or Cisco's PUT. End-User is responsible for reviewing the list on an

annual basis and adding or removing personnel as necessary.

- Return to Cisco any defective or returned Product in accordance with Cisco's RMA procedure. End-User agrees to assist Cisco in troubleshooting failed Hardware down to the FRU level prior to initiating the RMA procedure.
- End-User is responsible for the following when returning Product to Cisco: (a) proper packaging, including description of failure and written specifications of any other changes or alterations; (b) returns must be received within thirty (30) days; otherwise, the replacement Product will be charged at the current Price List. Packages for replacement shall be shipped DDU (Incoterms 2000) or FCA (Incoterms 2000) as applicable.
- Test all repaired or replacement Product received to determine if any damage occurred in transit. Products damage and/or misshipments must be reported to Cisco within ten (10) business days of receipt.