

Cisco Service Access Management Agreement

The first time that a Service Access Management Delegated Administrator accesses Cisco Service Access Management, an agreement must be accepted. Below are the Terms & Conditions that must be accepted before a Delegated Administrator is able to utilize Cisco Service Access Management. You cannot accept the agreement here. The acceptance must be done the first time that you log in to Cisco Service Access Management.

YOU MUST READ CAREFULLY AND ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS CISCO SERVICE ACCESS MANAGEMENT ("SAM") DELEGATED ADMINISTRATOR AGREEMENT ("AGREEMENT") BEFORE YOU MAY ACCESS OR USE SAM.

IF YOU DO AGREE TO ALL OF THE TERMS AND CONDITIONS, YOU SHOULD CLICK THE "ACCEPT" BUTTON AT THE END OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS, YOU SHOULD CLICK THE "DECLINE" BUTTON AT THE END OF THIS AGREEMENT.

BY CLICKING THE "ACCEPT" BUTTON, YOU ARE BINDING YOURSELF AND THE BUSINESS ENTITY THAT YOU REPRESENT (COLLECTIVELY, "CUSTOMER") TO THIS AGREEMENT WITH CISCO SYSTEMS, INC. (OR ITS SUBSIDIARY OR AFFILIATE THAT PROVIDES YOU ACCESS TO SAM) ("CISCO"). YOU FURTHER CERTIFY TO CISCO THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO GRANT YOU ACCESS TO OR USE OF SAM; AND YOU MAY CONTACT YOUR CISCO REPRESENTATIVE TO DISCUSS ALTERNATIVE METHODS TO RESTRICT ACCESS TO CISCO SERVICES ON BEHALF OF CUSTOMER.

All capitalized terms have the meanings assigned to them in the Glossary (Exhibit A), incorporated into this Agreement. This Agreement becomes effective when you manually click "Accept."

The general purposes of this Agreement are to:

Help Customer, through its SAM Administrator(s), manage entitlement to Cisco support under Customer's service agreements.

Enable SAM Administrator(s) to verify, approve, reject, and make associations between individual Cisco.com Profiles and the Customer, and to assign access Roles, for the purpose of gaining access to Cisco support under Customer's service agreements.

Enable SAM Administrator(s) to associate Contract Numbers and/or Bill to IDs to appropriate Cisco.com Profiles of authorized Customer representatives, so that access to Cisco support is appropriately (a) granted to authorized Customer representatives, and (b) denied to unauthorized persons claiming to be Customer representatives.

Enable SAM Administrator(s) to resolve issues, directly and efficiently, in cases where an authorized Customer representative is incorrectly denied Cisco support because their Cisco.com Profile is not correctly associated to the Customer or to a necessary access Role, or because a Blocked or Locked Contract Number and/or Bill to ID does not appear in such representative's Cisco.com Profile.

In consideration of the mutual covenants and promises herein, you understand and agree as follows:

1. You certify to Cisco that you are one of a limited number of individuals authorized and designated by the Customer entity you represent to (a) determine which other individuals (either within or outside of the Customer entity) are entitled or otherwise authorized to obtain technical support under Customer's support contracts for Cisco services, and (b) act as its SAM Administrator and use SAM functionality to Add, Approve, and Reject Customer Associations; Add, Approve and Reject Role Assignments; Add, Enable Support Access, Remove Support Access, and Delete, Block, Unblock, Lock and Unlock Contract Numbers and/or Bill to IDs.
2. Upon acceptance of this Agreement, Cisco will grant you the ability to Add, Approve, and Reject Customer Associations; Add, Approve and Reject Role Assignments; Add, Enable Support Access, Remove Support Access; and Delete, Block, Unblock, Lock and Unlock Contract Numbers and/or Bill to IDs.
3. The ability for a Customer representative to access various Cisco support services may be based on any combination of: (a) the association of their Cisco.com profile to a Customer; (b) the assignment of a Role at that Customer; (c) the existence of a Cisco Service Contract with the Customer; (d) the association of their Cisco.com profile to that Contract Number.
4. When you Block or Lock a Contract Number or Bill to ID, you will prevent Cisco representatives from adding that Contract Number or Bill to ID to a Cisco.com Profile, except in extraordinary circumstances or as otherwise set forth in this Agreement.
5. After you Lock a Contract Number, only the specific Customer

representatives whose Cisco.com Profiles are associated with that Contract Number will thereafter be entitled to those Cisco support services that require direct association between the Cisco.com Profile and that Contract Number. Accordingly, after you Lock a Contract Number, if a Customer representative thereafter requests Cisco support that requires direct association to that Contract Number, but his or her Cisco.com Profile is not directly associated with that Contract Number, then Cisco will use reasonable efforts to deny services entitlement to that person – *including denial of (a) Cisco Technical Assistance Center (TAC) support, (b) RMA hardware and advance replacement services, (c) access to Cisco software downloads, and (d) access to product upgrades using Cisco's Product Upgrade Tool, in each case regardless of the severity or priority of the technical issue raised by such Customer representative.*

6. After you Lock a Bill to ID, if a Customer representative thereafter requests Cisco support under that Bill to ID, but his or her Cisco.com Profile is not associated with that Bill to ID, then Cisco will use reasonable efforts to prevent that Bill to ID from being added to the Customer representative's Cisco .com Profile. This means that the Customer representative may be prevented from using this Bill to ID for actions other than service access.
7. Only you as the SAM Administrator (or another authorized SAM Administrator who manages support access for the same Customer, Contract Number or Bill to ID) can add a Blocked or Locked Contract Number or Bill to ID to a Cisco.com Profile, except under extraordinary circumstances or as otherwise set forth in this Agreement.
8. Cisco may provide your name, email address, telephone number and other contact information to any person or entity who (a) requests to add a Blocked or Locked Contract Number or Bill to ID that you administer to his or her Cisco.com Profile, (b) requests entitlement to Cisco services based on a Contract Number or Bill to ID that you administer, or (c) requests entitlement to Cisco services based on a company Party site that you administer.
9. You will respond in no less than twenty-four (24) hours to any request to (a) Unblock or Unlock a Contract Number or Bill to ID, or (b) Add a Blocked or Locked Contract Number or Bill to ID to the Cisco.com Profile of any person claiming to be authorized to receive services under the relevant Contract Number or Bill to ID, (c) Associate a Cisco.com Profile to your Company, or (d) Assign a Role to a Cisco.com Profile.
10. Notwithstanding anything herein to the contrary, at any time in its sole discretion, Cisco may (a) revoke your SAM Administrator privileges (in whole or in part), and/or (b) Unblock or Unlock some or all Blocked or Locked Contract Numbers or Bill to IDs, including, without limitation, in the following circumstances:
 - You (or another SAM Administrator who manages Blocked or Locked Contract Numbers or Bill to IDs for Customer) do not

- respond to a Cisco or third party inquiry within ten (10) business days.
 - Cisco believes that you no longer act as an SAM Administrator, but you have not identified a new SAM Administrator via written notification to Cisco.
 - Customer fails to maintain two (2) active SAM Administrators (for redundancy).
 - You fail to maintain complete, accurate and up-to-date contact information (including phone number and email address) in your own Cisco.com Profile.
 - Cisco receives conflicting (or potentially conflicting) messages from Customer representatives regarding the person(s) authorized to receive services on behalf of Customer, or any other circumstances arise that Cisco, in its sole discretion, believes justifies the unlocking of some or all Contract Numbers and/or unblocking of some or all Cisco.com Profiles.
 - Any other circumstances that Cisco deems appropriate.
- 11. You may request that a Cisco employee or other Cisco representative (e.g., Relationship Manager) act as an SAM Administrator for Customer (or for your customer, if you represent a Cisco authorized channel partner). However, you accept all responsibility for all additions, approvals, and rejections of Customer Associations; Additions, approvals and rejections of Role Associations; Additions, removals, and enablement of Support Access; Deletions, Block and Unblock actions performed by the delegated Cisco employee or representative serving in this capacity. You further acknowledge and agree that Cisco employees and representatives acting as SAM Administrators cannot in any event utilize the Locking functionality of SAM.
- 12. You will not use SAM (including the Block or Lock functionality) to prevent entitlement to any person who should be allowed access to Cisco services under Customer's service agreements.
- 13. You will not Enable Support Access in a Cisco.com Profile for any person who should not be allowed access to Cisco services.
- 14. Cisco is not obligated to provide maintenance, technical or other support or updates related to SAM.
- 15. Cisco reserves the right at any time without notice to discontinue SAM and any related tools or functionality provided or made available to Customer.
- 16. The parties agree that Customer will not pay any fees to Cisco for use of SAM during the term of this Agreement, and that other adequate consideration exists for this Agreement to be binding upon and enforceable by the parties.
- 17. In the event of a conflict between the terms of this Agreement and any separate signed agreement between Customer and Cisco, the terms of this Agreement will control

NO WARRANTY; DISCLAIMER. CISCO DOES NOT WARRANT THE PERFORMANCE, ACCURACY OR RESULTS OF THE SAM IN ANY WAY; AND CISCO WILL IN NO EVENT BE RESPONSIBLE OR LIABLE FOR (A) ANY ACTIONS OF THE SAM ADMINISTRATOR IN ADDING, APPROVING, AND REJECTING CUSTOMER ASSOCIATIONS; ADDING, APPROVING AND REJECTING ROLE ASSIGNMENTS; ADDING, ENABLING SUPPORT ACCESS, REMOVING SUPPORT ACCESS, DELETING, BLOCKING, UNBLOCKING, LOCKING OR UNLOCKING ANY CONTRACT NUMBERS/BILL TO IDS, OR (B) CISCO'S DENIAL TO CUSTOMER OF ENTITLEMENT TO SERVICES, OR CISCO'S GRANT OF SERVICES TO PERSONS ACTING UNDER CUSTOMER'S CONTRACT NUMBERS, BASED ON INFORMATION PROVIDED OR ACTIONS UNDERTAKEN BY THE SAM ADMINISTRATOR. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CISCO DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. SAM AND ALL INFORMATION AND MATERIALS IN CONNECTION THEREWITH ARE PROVIDED BY CISCO ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND.

Without limitation of the foregoing, Cisco makes no warranty that access to or use of SAM will be continuous, uninterrupted, or error-free. Because of the evolving nature of threats to computer security, Cisco is unable to warrant that information you provide will be secure, although Cisco will take reasonable commercial efforts to protect the security of the SAM and information submitted by you through SAM.

LIMITATION OF LIABILITY; CONSEQUENTIAL DAMAGES WAIVER - TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL CISCO BE LIABLE TO CUSTOMER OR TO ANY OTHER PARTY FOR ANY LOSS, DAMAGE, COST, INJURY OR EXPENSE, INCLUDING FOR LOSS OF TIME, MONEY, GOODWILL OR DATA OR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO YOUR ACCESS TO OR USE OF SAM OR FAILURE TO RECEIVE CISCO SERVICES BASED ON INFORMATION PROVIDED OR ACTIONS TAKEN BY THE SAM ADMINISTRATOR, EVEN IF CISCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Customer, on behalf of itself and its affiliates, successors, assignees, employees and agents, waives, releases and forever and irrevocably discharges all claims, rights, causes of actions, suits and matters related to (a) Cisco's denial of Customer's entitlement to services, or (b) Cisco's delay in performing services to Customer, or Cisco's over-delivery of services to persons claiming to represent Customer, based in whole or in part on any association, disassociation, role

assignment or revocation, adding, enabling support access, removing support access, deleting, blocking, unblocking, locking or unlocking actions taken by the SAM Administrator or other information provided by the SAM Administrator to Cisco regarding Customer's entitlement to services, whether arising now or in the future, known or unknown, or suspected or unsuspected, that may be asserted against Cisco or its affiliates, successors, assignees, employees, officers, directors, agents or anyone actually or allegedly associated with Cisco or acting on its behalf, and all of them. The waiver and release set forth above does not apply to any claims arising from the willful misconduct or gross negligence of Cisco.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH CISCO IN CONNECTION WITH YOUR ACCESS TO OR USE OF THE SAM, IS TO TERMINATE YOUR ACCESS TO OR USE OF SAM; AND IN NO EVENT SHALL CISCO'S LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, CLAIMS BY THIRD PARTIES OR OTHERWISE, EXCEED TEN THOUSAND U.S. DOLLARS (\$10,000.00).

SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN LIABILITIES FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR IMPLIED WARRANTIES, SO SOME OF THE FOREGOING MAY NOT APPLY TO YOU.

[Exhibit A follows]

EXHIBIT A

GLOSSARY

"Add" means to add a Contract Number or Bill to ID to a Cisco.com Profile, as performed by a SAM Administrator via SAM.

"Bill to ID" means the number assigned by Cisco to a Customer that enables the Customer to purchase services from Cisco. In general, a Customer representative who has a valid Bill to ID associated with his or her Cisco.com Profile and support access enabled, will be entitled to receive services from Cisco using all the Contract Numbers under that Bill to ID. In contrast, a Customer representative who does not have a valid Bill to ID associated with his or her Cisco.com Profile and enabled for support will be denied entitlement to services from Cisco.

"Block" means to delete a Contract Number or Bill to ID from a Cisco.com Profile and prevent that Contract Number or Bill to ID from being added again to that

same Cisco.com Profile, as performed by a SAM Administrator via SAM.

"Cisco.com Profile" means an account on Cisco.com that is associated with an individual person, which may include, among other things, data regarding (a) the person's contact information, (b) the customer organization to which the person is associated, (c) the Contract Numbers or Bill to IDs under which the person is entitled to receive Cisco services, (d) the roles the person has been assigned, and (e) other appropriate information provided by the user and/or collected by Cisco regarding the user's history and interactions with Cisco.

"Contract Number" means the number assigned to a valid contract that entitles the Customer to services from Cisco.

"Delete" means to remove a Contract Number or Bill to ID from a Cisco.com Profile, as performed by a SAM Administrator via SAM.

"Enable Support Access" means to enable access to certain Cisco services, by permitting all the Contract Numbers under a Bill to ID in a Customer representative's Cisco.com Profile to be utilized to obtain those Cisco services, as performed by a SAM Administrator via SAM.

"Lock" means to secure a Contract Number or Bill to ID so that only a SAM Administrator for that Contract Number or Bill to ID can add that Contract Number or Bill to ID to any Cisco.com Profile, as performed by a SAM Administrator via SAM.

"Remove Support Access" means to remove access to Cisco services, by preventing all the Contract Numbers under a Bill to ID in a Customer representative's Cisco.com Profile from being utilized to obtain Cisco

"Role" means a set of defined capabilities and access rights to one or more Cisco services, which is assigned to a Customer representative by a SAM Administrator via SAM.

" SAM " means Cisco Service Access Management, which may be performed via one or more web-based applications or via remote web services, that enables a SAM Administrator, among other things, to Add, Approve, and Reject Customer Associations; Add, Approve and Reject Role Assignments; Add, Enable Support Access, Remove Support Access, Delete, Block or Unblock Contract Numbers or Bill to IDs to/from Cisco.com Profiles, in order to manage who on behalf of a customer organization has access to the support services entitled under the authority of the Customer organization, those Contract Numbers or Bill to IDs. SAM is also used by SAM Administrators to (a) Lock Contract Numbers or Bill to IDs so that Cisco representatives cannot add such Contract Numbers or Bill to IDs to Cisco.com Profiles (except in extraordinary circumstances), and (b)

Unlock Contract Numbers so that Cisco representatives are free to add Contract Numbers or Bill to IDs to Cisco.com Profiles.

" **SAM Administrator**" means an authorized individual representative who click-accepts this Agreement, and who is designated by Customer with authority to Add, Approve, and Reject Customer Associations; Add, Approve and Reject Role Associations; Add, Enable Support Access, Remove Support Access, Block, Unblock, Lock, and Unlock Contract Numbers or Bill to IDs using SAM.

"**Unblock**" means to remove the Block on a Contract Number or Bill to ID for a Cisco.com Profile, as performed by a SAM Administrator via SAM, thereby permitting the Contract Number or Bill to ID to be added to a particular Cisco.com Profile by a Cisco representative or other person who is not a SAM Administrator.

"**Unlock**" means to remove the Lock on a Contract Number or Bill to ID, as performed by a SAM Administrator via SAM, thereby permitting a Cisco representative or other person who is not a SAM Administrator add that Contract Number or Bill to ID to a Cisco.com Profile.

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By clicking on the "Accept" button below, you are acknowledging that you have read and agree to the "Cisco Service Access Management Administrator Agreement" (above), in its entirety, and are committing your organization to this Agreement. You are also certifying to Cisco that you have authority to commit your organization to this Agreement. If you do not agree to all of the terms of this Agreement, or if you do not have the authority to commit your organization, you should click the "Decline" button below. You and your organization will have no rights or obligations under the Agreement unless and until you click the "Accept" button.