



Advanced Services Statement of Work General Assumptions and Exclusions

The following are general assumptions and exclusions that have been incorporated into your Statement of Work ("SOW") with Cisco. Capitalized terms used in this document and not otherwise defined have the meanings given them in the SOW.

- a) Services may be provided by Cisco or individuals or organisations employed by or under contract with Cisco, at the discretion of Cisco.
- b) Any acceptance tests conducted as part of the Services apply only to the Services detailed in the relevant SOW and do not constitute acceptance or rejection of any Products purchased or licensed separately by Customer/Integrator/End User.
- c) All Documentation Deliverables will be provided in electronic form, unless otherwise expressly agreed by the parties in the SOW.
- d) Any additional costs incurred by Cisco, which Cisco is unable to mitigate, associated with: (1) Services that are outside of the scope of this SOW; (2) Customer's/Integrator's/End User's failure to meet responsibilities specified in the SOW; or (3) project schedule delays outside of Cisco's control, will be billed to Customer/Integrator at Cisco's then current time and material rates plus travel and other related expenses. Any additional costs incurred by Customer/Integrator/End User as a result of delays are the sole responsibility of the Customer/ Integrator/End User.
- e) Third party service materials (e.g., cables, racks, test equipment, etc) provided by Cisco as part of the Services are provided AS-IS without any warranty from Cisco. Cisco will, to the extent available or permitted, pass through to Customer/Integrator /End User any warranty from such third parties. Upon request, Cisco will inform Customer /Integrator/End User about any applicable warranty terms and conditions of such third parties.
- f) Customer /Integrator/End User remains responsible for their own vendors and third parties providing services related to the SOW.
- g) Customer/Integrator/End User is responsible for any product that fails during implementation.
- h) Customer/Integrator/End User must ensure that all necessary permits, authorisations and approvals have been secured in order that Services as set forth in this SOW can proceed.
- i) Where applicable, Cisco Support Services as described in the SOW comprise technical advice assistance and guidance only and Cisco shall assume no cost or schedule liability related to such Services. Customer/Integrator/End User expressly acknowledges and agrees that it is solely responsible for determination and implementation of its network, design, business or other requirements. Cisco is not responsible for the failure of the Support Services to meet Customer's Integrator's/End User's network, design, business or other requirements.
- j) Customer's/Integrator/End User's network architecture design will not change between the date of Customer's/Integrator's execution of the relevant SOW and the completion of all Services contemplated hereunder.
- k) In the event Customer/Integrator/End User requests changes to personnel assigned by Cisco, then Cisco will be allowed a schedule extension of Services of up to thirty (30) Business Days to make such personnel changes.
- l) Customer/Integrator/End User Site(s) must meet at least the minimum level of employee health and safety specifications in accordance with in-country legislation requirements. Customer/Integrator/End User will provide Cisco with a copy of their health and safety policy prior to any site activity taking place and, if applicable, notify Cisco of any Personal Protective Equipment ("PPE") required prior to the commencement of any services. Customer/Integrator/End User must provide a single point of contact for any health and safety issues related to individual site(s).
- m) Customer /Integrator/End User is responsible for providing Cisco with reasonable access to the site(s) and facilities including, where applicable, computer equipment, telecom equipment, facilities

and workspace. Customer/ Integrator/End User shall provide proper security clearances and/or escorts as required to access the site for equipment installation.

- n) Where applicable, Customer Integrator/End User shall ensure that the site shall be ready prior to the date scheduled for Cisco to perform the Services.
- o) Where applicable, Customer /Integrator/End User is responsible for electrical engineer(s) to cable and connect between Cisco DC powered equipment and Customer DC supplies. Customer Integrator/End User should engage a competent electrician.
- p) The relevant SOW defines exclusively the scope of the Services that Cisco will provide to Customer Integrator/End User. Each SOW does not apply to any other SOW(s), Cisco's core maintenance services, such as SMARTnet or Software Application Services, nor do they apply to the purchase, support or maintenance of any Products.
- q) Customer/ Integrator/End User agree to utilizing Collaboration Tools where requested. Collaboration Tools means software application tools, tools sets and/or methodologies that facilitate communications for the purposes of management and completion of services and deliverables in accordance with the SOW. The following is required for the use of Collaboration Tools: (i) Customer Integrator/End User will provide the names and other pertinent information (such as e-mail account information) of resources who require authorization to access; (ii) Customer/ Integrator/End User will support the implementation of software required to use the Collaboration Tools in their environment; (iii) Customer/ Integrator/End User will download Collaboration Tools guest client(s), if applicable, if not already in possession of the applicable license; and (d) Customer/ Integrator/End User agrees to immediately return Collaboration Tool(s) to Cisco, as instructed by Cisco, upon the earlier of: (1) completion of Services; or (2) Cisco's request to Customer/ Integrator/End User that the Collaboration Tool(s) be returned to Cisco. Any such additional Collaboration Tools Cisco requires Customer Integrator/End User to use under this SOW will be provided without additional charge for the Customer's/ Integrator's/End User's use solely during the provision of Services.
- r) Cisco will not arrange the purchase of third party services, including but not limited to communications services, office space, communications rooms, iron works, air conditioning, office services.
- s) Cisco is not responsible for third party products obtained by Customer/Integrator/End User. For any issues resulting from third party products, Customer/ Integrator/End User should contact their vendor directly to obtain information on releases and/or bug fixes related to such third party product.
- t) Unless otherwise expressly agreed in the relevant SOW, any subsequent hardware upgrades required to run new or updated software once the implementation services have been completed is outside the scope of Services under the SOW.
- u) Unless otherwise expressly agreed in the relevant SOW, Cisco Product training is not included within the scope of the Services under the SOW.
- v) Unless otherwise expressly agreed in the relevant SOW Production of Customer Integrator/End User internal operators' procedures and/or documentation is not included within the scope of the Services under the SOW.