

SOLUTION SUPPORT TERMS

1. Introduction

These Solution Support Terms set forth Partner's support responsibilities and the operational procedures to be followed when a mutual customer of Partner and Cisco, who is entitled to support services from Partner and has a Solutions Support contract with Cisco ("Customer"), submits a support request to Cisco for a Solution covered by Cisco's Solution Support that includes Partner's VNF. These Solution Support Terms are incorporated by reference into the Open Network Function Virtualization ("NFV") Program Agreement. All capitalized terms used in these Solution Support Terms that are not defined herein have the meanings given to such terms in the NFV Program Agreement.

Partner's inclusion in a Solution Support offer is entirely within Cisco's discretion. In the event that Partner's VNF is included in a Cisco solution that is not covered by Solution Support, these terms shall not apply.

Except as expressly set forth herein, Partner will be solely responsible for providing all Partner support for the partner product directly to the Customer.

Cisco Solution Support Services ("Solution Support") are described at:

<http://www.cisco.com/c/en/us/services/technical/solution-support.html>

Each Party is responsible for the support and maintenance of its own products. However, when a reported service problem from a Customer requires a coordinated service interaction under Solution Support or if it is uncertain which product is the source or cause of the reported problem, then, the Parties will work together, for the benefit of the Customer and each other, to provide a timely and successful solution to the reported problem.

Partner acknowledges that Partner's acceptance into the Open NFV Program is contingent upon Partner entering into the Open NFV Program Agreement and working with Cisco to complete the requirements herein.

Ongoing engagement and coordination, as described herein, are requirements for continued inclusion in the Open NFV Program.

In the event that Partner does not meet the timeframes described herein or fails to engage with Cisco Technical Services, Cisco reserves the right, after proper escalation, to stop including Partner in Solution Support and to remove Partner from the Open NFV Program.

2. Support Availability

For Customer support requests opened with Cisco that require coordinated troubleshooting between Cisco's support organization and Partner support organization, Partner must be available and respond to Cisco within the same time frames to which the Customer is entitled under the Customer's support contract with Partner.

3. Entitlement

Partner will ensure that Cisco is entitled to open a support request (on behalf of a Customer's support contract with Partner) with Partner's support organization or personnel. The necessary processes and the information required to open such support request shall be detailed by Partner to Cisco in conformance with the requirements in Section 4 below.

Such support request shall be opened with Partner's support organization or personnel within the same time frames to which Customer is entitled under the Customer's support contract with Partner.

If Customer does not have a proper support relationship with Partner to entitle Customer to support from Partner, then Partner will inform Cisco of the lack of entitlement within one business hour of Cisco opening such support request. The renewal or purchase of Partner's product support will be managed between the Customer and Partner directly.

4. Support Plan Development

- a. After acceptance of Partner into the Open NFV Program, Cisco will send a request to Partner for Partner to detail their support capabilities to ensure that Cisco understands Partner's support and will be enabled to open support requests with Partner's support organization on behalf of Customers. Partner shall provide the requested information within 15 business days of Cisco's request.
- b. Such information requested shall include, but not be limited to:
 - i. Interaction procedures to engage Partner support organization or personnel.
 - ii. Detailed contact information for contacting Partner's support organization.
 - iii. An escalation process that may be utilized by Cisco in the event that Cisco is concerned that a support case is not being properly managed or if Partner's support organization is not engaging with Cisco as described. This escalation process shall consist of progressive steps to escalating management personnel and include:
 1. names,
 2. e-mail addresses,
 3. phone numbers, and
 4. expected response times.
 - iv. A description of the service and support offerings available for Cisco's Customer to purchase from Partner on those products that are included in the Open NFV Program. Such descriptions shall include, at least, the availability of support and initial response time frames for each level of service offered.
 - v. Information required to open a support case with Partner support organization on behalf of Partner's Customer.
 - vi. Details of training offerings. The Parties may mutually agree to future training to facilitate and improve the Coordinated Support Process, detailed in Section 5, below.
- c. Partner will provide, as possible: video-on-demand training, additional information regarding support operations, product support "cheat sheets," or other such documentation and information to facilitate the coordinated support process between the Parties.

- d. Cisco will review the information provided, verify, and, as needed, request further information or clarification from Partner. Responses to such additional requests must be made within a commercially reasonable timeframe to facilitate support engagement.

5. Coordinated Support Process

Partner shall comply with the following coordinated support process where the VNF product is included in a Cisco solution covered by Solution Support:

- i. Cisco will receive the initial Customer call, identify the Customer, and record the support request into a problem management system.
- ii. Cisco will perform solution level triage and problem identification and will attempt to determine which products within the solution may be contributing to the reported problem.
- iii. In the event Cisco concludes the problem is related to Partner's product, Cisco will open a support case with Partner's support organization or personnel and coordinate support efforts to resolve the problem.
- iv. Per Section 2 above, Partner will respond to Cisco's request for support within the same time frames to which the Customer is entitled under the Customer's support contract with Partner
- v. Initial response to Cisco for a Cisco support claim will include:
 - a. Acknowledgement of receipt of the support request,
 - b. A method to track the support request within Partner's support organization, and
 - c. Any necessary information describing Partner support contract with the Customer for whom Cisco is placing the initial support request.
- iv. Partner and Cisco will mutually agree to a reasonable time frame for periodic case updates and for resolution of the support request, to be decided on a request by request basis ("Resolution Timeframe"). Partner will provide Cisco case updates in accordance with the agreed upon time frame and will promptly notify Cisco of resolution of the support request.
- v. Cisco shall maintain case ownership with the Customer and will close the case with the Customer when the problem is resolved.
- vi. Upon resolution, Partner will provide Cisco with all case notes and resolution documentation addressing relevant product information, symptoms, solutions, or work arounds to assist Cisco in future problem identification.

6. Support Implementation Plan

Upon Cisco's request, the parties shall meet to document a Support Implementation Plan ("SIP"). The location and/or meeting method will be mutually agreed upon and will be attended by such personnel that the parties deem appropriate. To facilitate completion, the Parties will agree to a commercially reasonable timeline to complete the SIP. The Parties will strive to meet such timeline or, in the event such timeline becomes commercially unreasonable, the Parties will develop a new timeline to which they will adhere in the same way.

The SIP shall include processes and procedures required by the parties to provide End User support. The parties shall mutually agree to create new a SIP document or revise an existing

SIP document, as needed. The parties shall maintain a copy of the SIP and distribute to personnel providing support.

7. Business to Business (“B2B”) Smartbonding

Upon Cisco’s request, the parties shall meet to discuss the possibility of establishing a business to business support exchange system. The location and/or meeting method will be mutually agreed upon and will be attended by such personnel that the parties deem appropriate. The Parties will follow a similar process as for a SIP in regards to timelines, revision of current processes, and maintenance of documentation.

8. Documentation

Upon Cisco's request, Partner will supply Cisco with all technical documentation and resources that Cisco reasonably determines to be useful or necessary to perform End User support and troubleshooting. Such support documentation may include, without limitation: (i) Software release notes, (ii) debugging/support tools, and (iii) lists of all error messages with explanations as needed and recommended actions. Such documentation and resources will be provided within 15 business days of Cisco’s request.

9. Changes to Support Agreement

Cisco reserves the right to modify these Solution Support Terms from time to time, as necessary and in its sole discretion, to improve the Coordinated Support process. Cisco will use commercially reasonable efforts to notify Partner of any updates to these Solution Support Terms.

10. Support Communications/Notices

All support communications shall be conducted electronically with notices to Partner to any Partner contact known to the Program and to Cisco by both sending an email to nfv-ecosystem@cisco.com.