Service Description

Cisco Local Energy Management as a Service

This "Service Description" describes the services comprising Cisco's Energy Management as a Service ("EMaaS") and the terms and conditions upon which Customer may obtain EMaaS. In exchange for Customer's payment of the appropriate fees, Cisco shall provide EMaaS as described below. If Customer is purchasing EMaaS directly from Cisco, the use rights (e.g. number of devices, number of locations), type of service (e.g. fixed or flexible usage), fees and payment terms (if not contained in the Agreement) associated with receiving the Services will be defined as a part of the order process between the parties ("Order"). This Service Description is subject to the Cisco Software as a Service Agreement ("Agreement"). Use of the Service will be subject to the Agreement and this Service Description.

Where there is a conflict between the Agreement and the Service Description, the Service Description will prevail. Unless otherwise defined in this Service Description, capitalized terms used in this Service Description are defined in the Glossary of Terms attached as Exhibit A.

Sale via Cisco Authorized Reseller. If Customer is purchasing EMaaS from a reseller, it must be an Authorized Source. If Customer purchases EMaaS from an Authorized Source, the Order will be between Customer and its Authorized Reseller. If you have purchased these Services through a Cisco Authorized Reseller, this document is for informational purposes only; it is not a contract between you and Cisco. The contract, if any, governing the provision of this Service is the one between you and your Cisco Authorized Reseller. Your Cisco Authorized Reseller should provide the contract to you. You can obtain a copy of this and other Cisco service descriptions at: www.Cisco.com/go/servicedescriptions or other location designated by Cisco.

Any Customer terms attached, referenced, or conditioned in any Order or service request will be deemed rejected.

1. Overview

1.1. EMaaS is technology enabled services that provide visibility and tooling for energy management.

1.2. EMaaS includes the CEM Controller that is installed at Customer Site(s).

1.3. EMaaS has four (4) main components:

a. **The Application Server:** The software and other technologies located at Cisco's data center that maintains a database of Customer Devices, Customer energy profiles, and reporting tools.

b. **CEM Controller:** Software located at the Customer's Site(s) which helps to collect Device information, Device status, and push out Device Policies.

c. **Management Portal:** A web-based portal to view dashboards, obtain Device information, generate reports, and manage Policies.

d. **Operate Services** as follows:

i. **Service Activation:** Service Activation is the process to install the CEM controller at Customer Site(s), provision the portal, allow EMaaS to discover Devices, and confirm that EMaaS can implement Policies.

ii. **Policy Management:** The process to implement and update Policies.

iii. **Maintenance:** Provide updates to the CEM Controller or other technology elements of EMaaS.

2. Functionality & Features

2.1. **Scope.** EMaaS provides Energy Management that includes monitoring, measurement, and control of compatible (SNMP) Device types on the Customer's network. Energy management is available for all compatible Distributed Office (DO) Device, Computer (PC) Devices, and Data Center (DC) Devices. Note, on certain Devices, only the Monitoring functions (and not the Policy functions) are available as a part of EMaaS.

2.2. **Policies**. EMaaS controls energy management of Devices through Policies. Policies are used to automate power management of Devices, according to the parameters set by the Customer. Each Policy must have at least one condition and one action in order to be triggered and executed. These Policies can be time, event, or location based.

a. The various conditions for actions to be executed may be based upon:

- Business units / locations
- Date and time
- Device types
- Devices
- Applications that are running / not running
- Scripts
- Externally triggered events
- Employee opt-in/opt-out

b. The actions that can be executed when the chosen conditions are fulfilled may be:

- Changing the power state of Devices
- Notifying users on power off
- Script
- Running a shell script
- Continue to next Policy / stopping the process

2.3. **Portal**. EMaaS has a browser-based management console for configuration, operation, and reporting. For the best user experience, it is recommended that the Customer use an up-to-date browser, such as the latest version of Google Chrome (preferred), Mozilla Firefox, or Internet Explorer 8 or later. Older browsers, especially IE 6, are not fully supported. Regardless of which browser is used, the Customer will need to obtain and enable JavaScript in the browser(s) that are used.

2.4. **Reporting**. EMaaS makes the following reports available:

a. Energy Cost Savings
b. Energy Costs
c. Saved Energy
d. Energy Consumption
e. Estimated Carbon Savings
f. Estimated Carbon Emissions
g. Energy Savings / Scenario Reports
h. Cisco Energy Management Reports
i. Baseline Reports
j. Policy Reports
k. Distributed Office Reports

l. Data Center Reports
m. Energy Benchmark Reports
n. Device Model Reports

3. Service Activation

3.1. **Service Activation Summary**- Service Activation is the process to install the CEM controller at Customer Site(s), provision the portal, allows EMaaS to discover Devices and confirm that EMaaS can implement Policies.

3.2. The responsibilities and tasks for Service Activation are as follows:

Responsibility or Task		Customer	Cisco
A. Installation			
1	Submit request for activation with required information.	**X**	
2	Provide Services Activation Kit.		**X**
3	Provide responses to questionnaires and requests for data contained in Services Activation Kit.	**X**	
4	Assign Designated Customer Contact to coordinate Service Activation Activities for Customer.	**X**	
5	Provide all relevant custom maps, floor plans, building and/or site maps for network visualization.	**X**	
6	If not already present, install Microsoft .Net 3.5 framework. .Net must be installed before beginning the CEM Controller installation.	**X**	
7	Install the CEM Controller(s) on its network. Each Site deployment requires a minimum of one CEM Controller in the Customer's network. If .NET 3.5 is not present, it will automatically be downloaded as part of installation.	**X**	
B. Provisioning			
1.	Provision the Customer-specific energy management Portal.		**X**
2.	Provide design requirements to setup the Portal page.	**X**	
C. Onboarding Devices			
1.	Connecting the networked Devices that need to be monitored, measured and managed.	**X**	
2.	Import Devices onto EMaaS. Devices can be imported either manually (individual Devices) or by mass importing of Devices via database connectors and CSV file import. Devices can also be imported from existing compatible system management tools and directory services such as Microsoft Active Directory, Cisco Works, Cisco CallManager, and OpenScape DLS.	**X**	
3.	Provide support and guidance to Customer during Device on-boarding.		**X**
4.	Provide CSV file with list of Devices to import in the event that Cisco support is required to on-board the Devices.	**X**	
5.	If automated methods do not work, manually add Devices.	**X**	
6.	Provide hostname or IP address and username and password for the local admin account for Cisco support on adding Devices manually for the Customer.		**X**
7.	Configure CEM platform for Customer to receive email alerts when there is a problem with the CEM Controller at a remote site.	**X**	
8.	Configure CEM Controller with Customer specific Key Performance Indicators (KPI) and threshold conditions for escalation and incident management.	**X**	
9.	Configure site-specific controllers and create Folder hierarchy in the CEM Controller.		**X**
10.	Define initial rules that restrict the CEM Controller platform features that a user can access by providing Role based Access Control (RBAC).	**X**	
11.	Conduct an Operations Readiness Test (ORT) once the portal is activated, Devices have been on-boarded for all the Customer specific controllers, and the controller is transmitting Device related data at the chosen frequency, port and/or format to the CEM Controller manager, that data is being received by the Application Server, and sample Polices are executing as defined.		**X**

3.3. **Service Activation Deliverables.**

a. Service Activation Kit - installation checklists, questionnaires to be completed by Customer and similar Documentation to assist Customer with the installation of the Software.
b. Initial report of Devices on-boarded on to EMaaS.
c. EMaaS Documentation.

3.4. **Service Activation Exclusions and Assumptions.** The following are exclusions to the scope of the Service Activation component of EMaaS and assumptions related to EMaaS. If the assumptions are incorrect, the parties will mutually agree in writing to changes to EMaaS, scope, or fees before the parties proceed.

- **a.** EMaaS does not include Customer's access connection to the internet or any equipment necessary for Customer to make such connection, all of which are Customer's sole responsibility.
- **b.** Service Activation does not include any customization of, or labor to install, Software at the Site(s) or to configure hardware
- **c.** Services or Software to resolve Software or hardware problems resulting from third party product or causes beyond Cisco's control, or failure by Customer to perform its responsibilities set out in this Service Description.
- **d.** Maintenance on any Customer hardware.
- **e.** Use of Microsoft .Net 3.5 is subject to Microsoft's licensing terms with Customer.

4. Policy Management

4.1 Policy Management - Policy Management is the process to create, implement and change Policies. The parties' responsibilities and tasks for Policy Management are as follows:

Responsibility or Task	Customer	Cisco
1. Provide and review the following information with Cisco: high level design, network topology diagrams, network Device configurations, software releases, maps, provisioning Policies, and any relevant documents, as required.	**X**	
2. Review with Customer the technical and design requirements for applying Policies.		**X**
3. Review with Customer Policies that can be applied. These Policies can be time, event, or location based.		**X**
4. Provide details of the Policies and Policy changes that need to be implemented on the network.	**X**	
5. Configure role-based administration based on Customer provided data and map(s)	**X**	
6. Test and validate all Policies pushed remotely from the CEM Controller manager portal.		**X**
7. Provide Cisco with a two hour window every week to make Policy changes as necessary	**X**	
8. Implement Policy changes.		**X**

4.2 Policy Management Deliverables. The deliverables associated with Policy Management are:

- **a.** Policy Reports.

4.3 Policy Management Exclusions and Assumptions. The following are exclusions to the scope of the Policy Management Component of EMaaS and assumptions related to EMaaS. If the assumptions are incorrect, the parties will mutually agree in writing to changes to EMaaS, scope, or fees before the parties proceed.

- **b.** Customer is solely responsible for selecting the Policies to apply to the Devices and the consequences of such selections.

5 General Customer Responsibilities

5.1 In order for the Services to function, Cisco technology requires certain network configuration and access to allow the CEM Controller to connect to the CEM Software in Cisco data centers. It is Customer's responsibility to perform all such configuration and access at its expense and risk. The following is a list of external web services and ports used by the CEM Controller to connect to the Cisco data center:

5.2 In performing the Services, Cisco may request the Customer to perform certain configuration tasks or checks relating to Customer's network. Customer shall, at its expense, perform all such checks and tests. If Customer has concern regarding such tasks, it will promptly raise them with Cisco before continuing. Customer will also provide Cisco, or its authorized representative, reasonable and free access to Customer's networking equipment used with the CEM Controller. However, Customer shall not be required to furnish specialized equipment or know-how. Customer agrees to pay Cisco, at Cisco's then-current rates, plus any reasonable actual out-of-pocket expenses, rework or additional work resulting from Customer providing inaccurate information to Cisco. Cisco shall seek Customer's approval in advance of incurring such costs. Cisco will not be responsible for any failure to perform EMaaS to the extent it us impeded by Customer's failure to perform its responsibilities. For the avoidance of doubt, EMaaS are not modifiable, unless the Customer requested modifications and the associated additional charges have been agreed by Cisco and documented via a written change request.

6 Additional Terms

6.1 Term and Termination.

This Services Description will begin upon execution of the Order that references this Service Description. The term of this Service Description will be as provided in the Order. Upon expiration or termination of the Service for any reason:

- **a.** Customer will pay amounts due and owing;
- **b.** Cisco will discontinue providing EMaaS;
- **c.** Customer will uninstall any Cisco Software loaded at the Site(s); and
- **d.** Cisco will make reports available for another 30 days and then will delete the associated data.

6.2 Compliance with Laws. Customer will be responsible for compliance with all laws and regulations related to the receipt and use of the Services. Customer will also be responsible for approving any recommendations provided by Cisco related to the Services and implementation of any Policies.

6.3 Third Party Approvals. Customer is responsible for obtaining all approvals required by any third parties related to Customer's hardware, software, applications, or access (physical or logical) in order for Cisco to perform EMaaS. Cisco shall not be in default of its obligations to the extent it cannot perform the Services either because such approvals have not been obtained or any third party otherwise prevents Cisco from performing such Services.

6.4 Data Back Up. Customer understands and acknowledges that it is solely and fully responsible for backing-up and/or otherwise protecting its own data against loss, damage, or destruction.

6.5 Technical Support for Cisco Products. Cisco does not provide technical support for any hardware or any Software other than those products and Services that are provided as a part of EMaaS. Customer may obtain support for separately purchased Cisco products and services via its applicable support or services agreement.

7 Support & Escalation Matrix

See Exhibit B attached and made a part of this Service Description

8 Commercial Terms

8.1 EMaaS Types

- **a.** Foundation, available as option and sold separately.
- **b.** Standard, available as option and sold separately.
- **c.** Advanced, available as option and sold separately.
- **d.** Local, the level of service described herein.

8.2 EMaaS Commercial Models. Customer may purchase one of the following types of Service:

- **a. Fixed Charge-** Means a fee for EMaaS which is paid at time of purchase, based on Customer's "not to exceed" number of Devices Monitored based on devise type (e.g. DC Device) for a period of 1,3 or 5 years (as provided in the Order). If Customer exceeds this amount, Customer will be billed and invoiced for the actual number of Devices at Cisco's then current rates.

- **b. Subscription-** The fees vary depending on the number and type of Devices under management of EMaaS. Customer will have one year from the Effective Date to reach this minimum commitment.

EXHIBIT A

GLOSSARY OF TERMS

Term	Definition
Authorized Source	A Distributer, Systems Integrator, or other entity authorized by Cisco to resell EMaaS in the applicable territories.
Application Server	Means the CEM Central Management Server**,** a core component of EMaaS. It hosts the central database for user management, Device data, reporting data, communicates with the CEM Controller in a distributed network and hosts the web server for the management console. This will be hosted in the Cisco data center.
CEM Controller	Means the Software that is responsible Device communication within the Customer network, Device and asset discovery and import, power measurement and Policy control. Each EMaaS deployment requires a minimum of one CEM Controller installed and one CEM Controller at each Site.
Cisco	Means the Cisco entity Cisco Systems, Inc. and where appropriate includes its affiliates (including, without limitation, Cisco International Limited, Cisco Systems International B.V., Cisco Systems G.K., Cisco Systems Australia Pty. Ltd., Cisco Systems Canada Co. and Cisco Systems (Italy) s.r.l.).
EMaaS	Means the service described in this Service Description.
Customer	Means a customer who has purchased EMaaS.
Designated Customer Contact	Means the person designated by the Customer to be Cisco's contact for EMaaS.
Devices	Means hardware components that are monitored or Managed by EMaaS. The fees for EMaaS are based on the types of Devices that are monitored or Managed by EMaaS. There are multiple types of Devices as follows:
[device types]	**DC Device** – Means Devices located in data center environments and includes support for servers (both physical and virtual), networking Devices, security Devices, load-balancers, switches, routers and PDU's. **PC Devices** – Means a personal computer which is a general-purpose computer, laptop or tablet Device that is used by individuals, and which is intended to be operated directly by an end user with no intervening computer operator **DO Device** – Means Devices in distributed and branch office environments and includes support for printers, copiers, distributed office servers, access points, network switches and VoIP phones. **PoE Devices** – Power over Ethernet Devices draw power from Ethernet ports and do not require a separate plug-in power source (e.g. Cisco Phones).
Documentation	Means user manuals, training materials, features lists, and specifications, technical manuals, license agreements, supporting materials and other information relating to EMaaS, whether distributed in print, electronic, CD-ROM or video format.
Energy Monitoring, Monitor, or Monitoring	Means the collection of data and reporting of energy usage by various Devices at Site(s) from compatible Devices.
Energy Management, Manage, or Managed	Means the collection and reporting of energy usage data (See Monitoring above), providing information on status and receiving and executing Policy instructions (e.g. enter standby mode)
Fixed Fee Subscription	Means a fee for EMaaS is not variable.
Flexible Consumption Fee	Means a fee for EMaaS which is variable and based upon the number of Devices and device type (DO, PC, DC) which are Monitored or Managed, but subject to a minimum fee. This is accrued monthly but invoiced quarterly to the Customer.
Folder	Means the folder structure that EMaaS provides for the application of Policies. Each folder can have its own local Policy.
Incident	Means any event that is not part of the standard operation of the CEM Controller, Application Server other Cisco controlled components that causes or may cause an interruption to, or reduction in, the quality of EMaaS.
Policy or Policies	Means those sets of instructions used to automate power management of Devices, according to the parameters set by, or approved in writing the Customer. Each Policy must have at least one condition and one action in order to be triggered and executed.
Portal	Means an Internet site providing access to information.
Portlets	Means a pluggable user interface software component that are managed and displayed in the Services web portal.
Problem	Means an error or other non-conformance in the CEM Controller, Application Server or other Cisco

	controlled component or service that is causing Incidents.
Release	Means an incremental Software release that provides maintenance fixes and/or provides additional functionality.
Reports	Means reports, recommendations, network configuration diagrams, and any related items provided by Cisco to Customer.
Service Description	Means this document describing EMaaS.
Site or Site(s)	Means those Customer locations where the Devices to be Monitored or Managed will be located, and where the CEM Controller(s) will be installed.
Software	Means Cisco software programs including any copies, updates, upgrades, modifications, enhancements, and any derivative works thereof.

EXHIBIT B

Technical Support Services

Cisco Responsibilities:

- Cisco will make available Cisco's support available 24 hours per day, 5 days per week to assist by telephone, fax, electronic mail, or the internet. Cisco will respond within one (1) hour for all calls received during Standard Business Hours and for Severity 1 and 2 Incidents and 2 hours for Severity 1 and 2 calls received outside Standard Business Hours. For Severity 3 and 4 calls received, Cisco will respond no later than the next Business Day.
- Cisco will manage Incidents and Problems according to the Cisco Severity and Escalation Guideline, as modified below.
- Cisco will provide Customer with access to Cisco.com. This system provides Customer 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 have no responsibility for providing support for third party software or hardware. Customer will be responsible for obtaining support or updates to third party software or hardware if that is determined to be the cause of the Incident.

Customer Responsibilities:

- If necessary, Customer will be responsible for providing third party software, changes to third party software, replacement hardware, or changes to replacement hardware required to perform fault isolation during troubleshooting of an Incident.
- The parties will cooperate on change management activities

Opening a Service Request by Phone

Support Numbers 1-800-553-2447 U.S.
For worldwide support numbers, refer to Cisco worldwide contacts:
www.cisco.com/en/US/partner/support/tsd_cisco_worldwide_contacts.html

When Customer want to report a case, make sure the following information is available:

- Cisco.com user ID
- Contract number
- Business effect (case severity)

Cisco entitles customers by contract number and Cisco.com ID. The Cisco.com user name and contract number must be known when calling for support. Once the agent has all the appropriate information he/she will open a case, provide a case tracking number and route the case to a support engineer. A support engineer will be in contact to provide technical assistance.

Defining the Severity of a Service Request
Severity 1 and 2 Service Requests must be opened by phone.
Severity 3 and 4 Service Requests should be opened online, but may be opened by phone.

Severity 1 (S1) – shall mean reported Error(s) in Covered Software that causes all or substantially all of a system to be functionally inoperative severely affecting delivery to Customers and requiring immediate corrective action, regardless of time of day or day of the week.

- Product and/or covered software are inoperable for 100% of Customers
- Loss of service>0.5% of Customers

Severity 2 (S2) – shall mean reported Error(s) in covered products causing the loss of one or more major functions of the system, causing perceptible degradation or interruption of services delivery to Customers or seriously affecting Customer's ability to operate, administer, or maintain their system and requiring immediate attention. Urgency is less than Severity 1 situation because of a lesser immediate or impending effect on system performance, Customer's operation and revenue.

- Management system failure
- No backup is available

Severity 3 (S3) – shall mean reported Error(s) in covered products disabling specific noncritical functions of the system that do not significantly affect delivery services to Customers. The lost or degraded functionality impairs Customer's ability to operate, administer, or maintain the system, but does not significantly affect services delivery to Customers.

- System functionality or performance is reduced
- System is working on backup
- Loss of service <0.5 % of Subscribers

Severity 4 (S4) – shall mean reported Error(s) in covered products which is an irritant only and has no significant effect on the functionality or operation of the system and requests for informational support assistance, including product information requests and configuration assistance.

- Conditions that do not significantly impair the function of the system
- Documentation
- System enhancement/functionality request

Customer must notify the call agent that it is calling for support on Cisco Energy Wise Software. This will enable the call agent to route Customer to the correct Cisco support team.

Contacting Cisco Support by Web

The online service request management tool, called Support Case Manager (SCM) allows users to open a service request, assign a severity, receive information through the web or email, maintain and track service requests online, and upload files.

Using the Support Case Manager (SCM)

Support Case Manager (SCM) on Cisco.com will allow the opening of a new service request. There are a few main steps for opening a Service Request using SCM:

1. Set up Service Request – enter Cisco.com user ID, assign severity, and so on
2. Describe Problem – capture the problem Customer is experiencing
3. Specify Product – verify Customer's product is covered by service contract
4. Finish – confirm information with Customer and edit accordingly

Customer can access the online service request tool using this link:
https://tools.cisco.com/ServiceRequestTool/scm/mgmt/case

Customer will be required to log in with a Cisco.com ID and Password.