Appendix : Network Infrastructure Implementation Plan Review

This Network Infrastructure Implementation Plan Review is an Appendix to the Support Agreement entered into by Cisco and Service Provider and is incorporated into the Support Agreement by this reference. All capitalized terms not defined below have the meaning ascribed thereto in the Support Agreement. In the event of a conflict between the terms of this Appendix and the Support Agreement, the terms of this Appendix shall govern.

1.0 DEFINITIONS.

1.1 **"Additional Services"** means installation of new Hardware, system additions, Hardware upgrades, or non-mandatory engineering changes

1.2 **"Network"** means a set of interconnected and inter-working Cisco supported Hardware and Software that is implemented, operated, and supported by Service Provider from a single Network Operations Center ("NOC").

1.3 **"Network Infrastructure"** means Service Provider's core transport and aggregation Network technology (i.e., Metro Optical, ATM/FR, IP Core and Cisco security devices including but not limited to Firewall, IDS and VPN3000).

2.0 SERVICE RESPONSIBILITIES OF CISCO. Cisco shall provide the following Network Infrastructure Implementation Plan Review Services during Standard Business Hours, unless stated otherwise:

2.1 Perform a formal assessment of Service Provider's implementation plan and provide a report recommendations Cisco may have regarding such plan. The assessment typically includes a review of the following:

- Network deployment plan
- Proposed sample configurations
- Network Ready For Use test
- Migration issues
- Impact to Network operations

2.2 Present summary of recommendations typically within thirty (30) days of Service Provider receiving implementation plan review report

3.0 SERVICE RESPONSIBILITIES OF SERVICE PROVIDER. Service Provider shall comply with the following obligations:

3.1 Designate a single point of to act as the primary technical interface to the Cisco designated engineer ("Advanced Services Engineer"). Service Provider will designate as contacts senior engineers with the authority to make any necessary changes to the Network configuration. One individual, who is a senior member of management or technical staff, will be designated as Service Provider's primary point of contact to manage the implementation of services under this Appendix (e.g., chair the weekly conference calls, assist with prioritization of projects and activities).

3.2 Provide a detailed Network design that would provide physical and logical schematics (Visio preferred) for the Network Implementation prior to service commencement.

3.3 Notify Advanced Services Engineer of any major Network changes (e.g., topology, configuration, new IOS releases).

3.4 In the event the Network composition is altered, after this Appendix is in effect, Service Provider is responsible to notify Cisco in writing within ten days (10) of the change. Cisco may require modifications to the fee if the Network composition has increased beyond the original pricing quote for Services.

3.5 Create and manage an internal email alias for communication with Advances Services Engineer.

3.6 Retain overall responsibility for any business process impact and any process change implementations.

3.7 A high level architectural drawing showing the type of Hardware, Software and application solutions configuration and where they are physically located (e.g., geographical locations or locations within the Network.)

3.8 Detailed definitions of Service Provider's implementation plan and product configuration templates.

3.9 Inventory of Product to be implemented.

3.10 Results of site surveys.

3.11 Ensure that site preparation is complete and results of site survey have been incorporated in the site preparation process.

3.12 Ensure that all Network services have been identified.

3.13 List of all of the Network Infrastructure technologies services networking components including but not limited to hardware, software and solution configurations.

3.14 List of services that provide engineering level support during project implementation and focuses on issues and problems that may arise during the actual deployment of the Network Infrastructure technologies by Service Provider.

3.15 List of service focused around development of a detailed Network implementation plan to deploy the technology. The Network implementation activity analyses the critical elements of design, configuration and initial testing of the Network to ensure a successful strategy for Network turn-up.

3.16 Description of the support model that will be followed for all technical issues that arise during the implementation phase.

4.0 SERVICES NOT COVERED UNDER THIS APPENDIX.

4.1 Provision of Services for Network applications (for example, CDN, Public Voice, IP Packet Telephony, Broadband). Network applications are not covered under the Network Optimization Support, but can be purchased separately for an additional fee.

4.2 Any customization of, or labor to install, Software or Hardware (including installation of Updates).

4.3 Provision of Software Application Services. For purposes of this Appendix, "Software Application Services" means non-resident/stand alone Software products which include Cisco's Network management Software, security Software and internet appliance Software and Software made available by Cisco's Customer Contact Business Unit ("CCBU") and includes but is not limited to the Software in the following product lines: Cisco ICM

software, Cisco Customer Interaction Suite software and other Software which Cisco designates as CCBU Software.

4.4 Furnishing of supplies, accessories or the replacement of expendable parts (e.g., cables, blower assemblies, power cords, and rack mounting kits).

4.5 Electrical or site work external to the Products.

4.6 Support or replacement of Product that is altered, modified, mishandled, destroyed or damaged by natural causes or damaged due to a negligent or willful act or omission by Service Provider or use by Service Provider other than as specified in the applicable Cisco-supplied documentation.

4.7 Services or software to resolve Software or Hardware problems resulting from third party product or causes beyond Cisco's control, or Service Provider's failure to perform its responsibilities under this Appendix. Service Provider should contact their vendor directly to obtain information on acquiring releases and/or bug fixes related to such Software.

4.8 Services for non-Cisco Software installed on any Cisco Product

4.9 Any Hardware or third party product upgrade required to run new or updated Software.

4.10 Additional Services are provided at the then-current time and materials rates.

4.11 Except as otherwise provided in this Appendix, Software entitlement, including media, documentation, binary code, source code or access in electronic or other form is not provided. In addition, no right, use or license to Cisco's Software is conveyed under this Appendix, and Service Provider acknowledges it will obtain no such rights hereunder.

4.12 Additional onsite visits and standby services, except upon Service Provider's written request and mutual agreement between Service Provider and Cisco at Cisco then-current travel and labor rates for such service on a time and material basis.