



Service Description: SMARTnet and SMARTnet Onsite Services

This document describes Cisco's SMARTnet and SMARTnet Onsite Services.

Related Documents: This document should be read in conjunction with the following documents also posted at www.cisco.com/go/servicedescriptions/: (1) Glossary of Terms; (2) List of Services Not Covered; and (3) Severity and Escalation Guidelines. All capitalized terms in this description have the meaning ascribed to them in the Glossary of Terms.

Direct Sale from Cisco. If you have purchased these Services directly from Cisco, this document is incorporated into your Master Services Agreement (MSA) with Cisco. In the event of a conflict between this Service Description and your MSA, this Service Description shall govern.

Sale via Cisco-Authorized Reseller. If you have purchased these Services through a Cisco-Authorized Reseller, this document is for description purposes only; is not a contract between you and Cisco. The contract, if any, governing the provision of this Service will be the one between you and your Cisco Authorized Reseller. Your Cisco Authorized Reseller should provide this document to you, or you can obtain a copy of this and other Cisco service descriptions at www.cisco.com/go/servicedescriptions/.

SMARTnet

Cisco Responsibilities:

- Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist with Product use, configuration and trouble shooting issues and access to Cisco.com. Cisco will respond within one (1) hour for all calls received during Standard Business Hours and for Severity 1 and 2 calls received outside Standard Business Hours. For Severity 3 and 4 calls received outside Standard Business Hours, Cisco will respond no later than the next Business Day.
- Manage problems according to the [Cisco Severity and Escalation Guideline](#).
- 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.
- Work-around solutions or patches to reported Software problems using reasonable commercial efforts. Cisco will either make available a Software patch from the Cisco.com Software Center

(www.cisco.com/software) or ship a Maintenance Release to Customer for the Product experiencing the problem.

- Updates where available and where Customer requests these for supported Software.
- If a Feature Set Upgrade is licensed, Customer will be entitled to Updates (subject to anything to the contrary contained in this document or the Agreement) at the upgraded level for the licensed Hardware.
- Software releases and any supporting Documentation will be made available from the Cisco.com Software Center (www.cisco.com/software) or on physical media such as CDROM. Applicable supporting Documentation, if available, is limited to one copy per Software release. Customer can, however, purchase additional copies from Cisco.

Hardware Replacement and Onsite Service

Cisco Responsibilities:

Cisco shall provide Customer with the Hardware Replacement Services and/or Onsite Services that Customer has selected and detailed in Parts I, II and III below and where available.

Hardware Replacement and OnSite Services are subject to geographic and weight restrictions depending upon Customer's location. Customer may check availability by accessing Cisco's Service Availability Matrix at: <http://tools.cisco.com/apidc/sam/search.do>. Please note that destination country importation, compliance with US export controls and customs processes may condition actual delivery times. Shipments will be DDU (Incoterms 2000), except for shipment to and from the European Union will be shipped DDP (Incoterms 2000), using Cisco's preferred carrier, freight prepaid by Cisco, excluding import duties, taxes and fees, where applicable. Requests for alternate carriers will be at Customer's expense. Chassis and line card Hardware Replacement Service must be at the same level of coverage. Cisco will provide Customer with Hardware Replacement(s) that are either new or equivalent to new unless otherwise state below.

Part I – SMARTnet Advance Replacement Services

- SMARTnet 24x7x2: Advance Replacement on a Two-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.
- ✳️ SMARTnet 24x7x4: Advance Replacement parts on a Four-Hour Response basis twenty-four (24) hours per

day, seven (7) days per week, including Cisco-observed holidays.

- SMARTnet 8x5x4: Advance Replacement on a Four-Hour Response basis between 9:00 a.m. and 5:00 p.m. Depot Time the same Business Day, provided that Cisco's determination of Hardware failure has been made before 1:00 p.m. Depot Time. If Customer make a request after 1:00 p.m. Depot Time, Cisco will deliver the Advance Replacement the morning of the next Business Day.
- ✦ • SMARTnet 8x5xNext Business Day: Where Next Business Day delivery is available, an Advance Replacement will ship to arrive the next Business Day provided that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time. If Customer make a request after 3:00 p.m. Depot Time, Cisco will ship the Advance Replacement the next Business Day.

Where Next Business Day delivery is not available, same day shipping will be provided. Under same day shipping, Advance Replacement will ship from the serving depot location that same Business Day, provided that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time. Determinations that occur after 3:00 p.m. Depot Time will be shipped the following Business Day.

Part II - SMARTnet Return For Repair

- Cisco will provide Return for Repair services whereby Customer returns failed Hardware to Cisco for repair. Cisco will provide the following service as selected and purchased by the Customer:
- **Repair.** Failed Hardware is repaired or replaced/exchanged. All applicable engineering changes orders (ECO) are incorporated and the unit is fully tested to Cisco published specifications. Cosmetic repairs are performed in accordance with Cisco's or the Customer's defined cosmetic repair standard as mutually agreed upon, replacing any cracked, scratched or damaged covers as required. Additional charges may apply if Cisco determines the failed Hardware is beyond economic repair or no problem is found.
- Cisco will use commercially reasonable efforts to repair failed Hardware and ship repaired Hardware to Customer within thirty (30) days from receipt of failed Hardware by Cisco.
- On receipt of failed Hardware returned under an RMA number, a receipt notification e-mail or fax will be sent to Customer confirming receipt of failed Hardware and quantities received.

Part III - SMARTnet Onsite Support Services

- SMARTnet On-Site 24x7x2: Two Hour Response for Remedial Hardware Maintenance twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays.
- SMARTnet On-Site 24x7x4: Four Hour Response for Remedial Hardware Maintenance twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays.
- SMARTnet On-Site 8x5x4: Four Hour Response for Remedial Hardware Maintenance service between 9:00 a.m. and 5:00 p.m. Depot Time the same Business Day, together with parts, labor and materials, provided Cisco's determination that on-site service is required has been made before 1:00 p.m. Depot Time.
- SMARTnet On-Site 8x5xNext Business Day: Next-business-day Remedial Hardware Maintenance, together with parts, labor and materials, by 5:00 p.m. Depot Time provided Cisco's determination that on-site Service is required has been made before 3:00 p.m. Depot Time the prior day (otherwise, second Business Day will be provided for calls placed after 3:00 p.m. Depot Time). Where Next Business Day delivery of the parts is not available, same day shipping will be provided. Cisco will provide onsite support upon arrival of the parts

Customer Responsibilities:

The provision of the Service options assumes that Customer will:

- Provide a priority level as described in the [Cisco Severity and Escalation Guideline](#) for all the calls Customer places.
- Provide, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Cisco TAC engineer and systems passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Provide thirty (30) days Notice to Cisco of any requested addition(s) to Customer's Equipment List.
- Notify Cisco, using Cisco.com, of Product on the Equipment List which Customer has moved to a new location within thirty (30) days of such relocation. Please be aware that the Services will be provided to Customer beginning thirty (30) days after receipt of Customer's notification. Cisco will also need Customer to notify Cisco of any modification to the Product and configuration including upgrades or changes to FRUs not in the original configuration within five (5) days of such modification. Note: Not applicable for Products supported under Return for Repair Service

- Provide current shipment contact information as follows: contact name, title, address, telephone number, e-mail address, and fax number.
- Provide valid and applicable serial numbers for all Product problems and issues reported to Cisco or where Customer is seeking information from Cisco in connection with Product use. Cisco may also require Customer to provide additional information in the form of location of the Product, city location details and zip code information.
- When requested, provide Cisco with a list of all personnel that Customer has authorized to contact Cisco or access Cisco.com for Services and to download Software from Cisco.com or ordered via Cisco's PUT. Customer is responsible for reviewing the list on an annual basis and adding or removing personnel as necessary. Note: Not applicable for Products supported under Return for Repair Service.
- Use the latest release of Software, where Cisco advises Customer that this will correct a reported Software problem.

Where Customer has purchased the Services detailed under Hardware Replacement and Onsite Service Part I and Part II:

- Return to Cisco any defective or returned Product in accordance with Cisco's RMA procedure located at www.cisco.com.
- For Advance Replacement Services, Cisco will need Customer to provide a new Purchase Order number to Cisco's asset recovery team to facilitate the billing of Product not returned. Customer agrees to assist Cisco in troubleshooting failed Hardware down to the FRU level prior to initiating the RMA procedure.
- Customer will provide a new Purchase Order prior to Cisco performance of any repairs for which Cisco is not obligated to support as defined under Services Not Covered.
- Customer is responsible for the following when returning Product to Cisco: (a) proper packaging, including description of failure and written

specifications of any other changes or alterations; (b) returns must be received within thirty (30) days; otherwise, the replacement Product will be charged at the current Price List. Packages for replacement shall be shipped DDU (Incoterms 2000) or FCA (Incoterms 2000) as applicable.

- Customer should review receipt notification to confirm the failed Hardware and quantity of product received by Cisco.
- In the case of Return for Repair Service, failed Hardware must be received by Cisco within sixty (60) days of RMA issuance and Customer is responsible for delivering at its expense, the failed Hardware to Cisco's facility safely packaged and undamaged.

Where Customer has purchased the Services detailed under Hardware Replacement and Onsite Service Part III:

- Provide an appropriate work environment and reasonable access, working space including heat, light, ventilation, electric current and outlets, and local telephone extension (or toll free domestic and international access to Cisco) for the use of Cisco's service personnel in the Product's physical location.
- Back-up Software images and configurations on a regularly scheduled basis and provide those images and configurations to Cisco's onsite personnel in connection with Remedial Hardware Maintenance.
- Ensure all Products are installed below ten (10) feet. For Products installed above four (4) feet, provide ladders that reach the height of the Product.
- Provide Cisco with the name of a point of contact prior to delivery of equipment by Cisco's personnel.
- Provide TFTP (Telnet File Transfer Protocol) capabilities or internet access for the purpose of downloading Software images by Cisco's onsite personnel.
- Provide safety and security protection of Cisco's personnel or its subcontractors for your unmanned sites.



Glossary of Terms

Additional Services means installation of new Hardware, system additions, Hardware upgrades, dispatch of a field engineer, or non-mandatory engineering changes.

Advance Replacement means shipment of replacement Field-Replaceable Unit (FRU) before receiving failed or defective FRU.

Advanced Services means the services set forth in the AS Service Description(s) found at <http://www.cisco.com/go/serviceDescriptions> and/or SOW(s) selected by the Customer. Advanced Services does not include Cisco's core maintenance services, such as Smartnet or Software Application Services, nor does it apply to the purchase, support or maintenance of any Products.

Advanced Services Engineer means the Cisco engineer appointed to be the main point of contact for Customer' purchasing Advanced Services.

Application Software means non-resident or standalone Software Products listed on the Price List that include but are not limited to Cisco Systems® Network management Software, security Software, IP telephony Software, Internet appliance Software, Cisco® Intelligent Contact Management Software, IP Contact Center Software, and Cisco Customer Interaction Suite Software.

AS Service Descriptions mean the description of the Advanced Services available from Cisco, which are available at <http://www.cisco.com/go/serviceDescriptions>.

Authorized Channel means a system integrator, distributor or reseller authorized by Cisco to sell Services.

Business Days means the generally accepted days of operation per week within the relevant region where the Services shall be performed, excluding local holidays as observed by Cisco.

Cisco.com (<http://www.cisco.com>) is the Cisco Website for its suite of online services and information.

Confidential Information means proprietary and confidential information received by Cisco or Customer in connection with the Agreement and their relationship. Such Confidential Information may include, but is not limited to, trade secrets, know how, inventions, techniques, processes, programs, schematics, software source documents, data, customer lists, financial information, and sales and marketing plans or information which the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party, as well as, in the case of Cisco, any information posted on Cisco.com.

Customer means the entity purchasing Services for its own internal use either directly or through an Authorized Channel.

Data Collection Tools means Hardware and/or Software tools that support Cisco's ability to provide troubleshooting on cases, data analysis, and report generation capabilities as part of the Services.

Deliverable(s) means, with respect to each AS Service Description and/or SOW, the items to be delivered by Cisco to Customer as set forth in an applicable AS Service Description and/or SOW, including without limitation any Software, Reports, Data Collection Tools, and/or Scripts.

Depot Time or Local Time means Central European Time for Services provided in Europe-Middle-East and Africa, Australia's Eastern Standard Time for Services provided in Australia, Japan's Standard Time for Services provided in Japan and Pacific Standard Time Services provided in all other locations.

Device Type means a Cisco supported Hardware Product (for example, Cisco Catalyst® 6509 Switch, GSR 12000 and Cisco 7200 Series Router).

Documentation means user manuals, training materials, Product descriptions and specifications, technical manuals, license agreements, supporting materials and other information relating to Products or Services offered by Cisco, whether distributed in print, electronic, CD-ROM or video format.

Equipment List means the list of Hardware and/or Software for which Cisco provides services.

Event means notification by Customer of its performance of a planned Network Hardware, Software, or configuration change.

Feature Set Upgrade means a separately licensed and priced Software release that contains an enhanced configuration or feature set.

Field-replaceable Unit (FRU) means any component or subassembly of an item or unit of Hardware that reasonably can be replaced at Customer's location. FRUs also may be subject to size and weight limitations.

Four-hour Response means:

- For Advance Replacement Service, the four-hour time period commences upon the Cisco problem diagnosis and determination that a FRU is required and ends when the FRU is delivered onsite.
- For onsite service, the four-hour time period commences upon the Cisco problem diagnosis and determination that remedial onsite service is required and ends when Cisco personnel arrive onsite.

Hardware means tangible Cisco equipment, devices, or components made available to Customers.

Intellectual Property means any and all tangible and intangible: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms and other industrial property rights, (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

Level 1 means support that is defined as having the necessary technical staff (Cisco or Cisco-authorized Reseller) with appropriate skill; perform installations, Remedial Hardware

Maintenance, and basic Hardware and Software configuration on Cisco Products.

Level 2 means support that is defined as having the necessary technical staff with the appropriate skills to perform isolation, replication and diagnosis of Internet-based problems on Cisco Product(s). Customer shall not report Software bugs to Cisco prior to attempting to identify the source of such bugs and testing in Customer's Network where appropriate. If the Customer cannot duplicate the bug in Customer's Network, Customer and Cisco shall cooperate in attempting to replicate and resolve related Software bugs in either Customer's or Cisco's test facility as mutually agreed. In all cases Customer will address Software bugs on a best effort basis to replicate same in Customer's Network and document activity to Cisco before seeking further resolution with Cisco's participation.

Maintenance Release means an incremental Software release that provides maintenance fixes and may provide additional Software functions. Cisco designates Maintenance Releases as a change in the digits to the right of the tenths digit or of the hundredths digit of the Software version number [x.x(x) or x.x.x(x)].

Major Release means a release of Software that provides additional software functions. Cisco designates Major Releases as a change in the ones digit of the Software version number [(x).x.x].

Minor Release means an incremental release of Software that provides maintenance fixes and additional Software functions. Cisco designates Minor releases as a change in the tenths digit of the Software version number [x.(x).x].

Network or **Environment** means a set of interconnected and interworking Cisco supported Hardware and Software that is implemented, operated, and supported by Customer.

Network Infrastructure means your core transport and aggregation Network technology (for example, metro optical, ATM/Frame Relay, IP core and Cisco security devices including, but not limited to, Firewall, IDS and VPN3000).

Network Infrastructure Size means the total value of Products in Customer's Network

based on the global list price of the Products that Customer has purchased.

On Site means the Services are to be performed at a Customer location ("Site").

Price List means the price list for services applicable in the country where the Services are ordered or delivered.

Product means Cisco Hardware and Software products that are made generally available.

Purchase Order or PO means a written or electronic order from Customer to Cisco for the Services to be provided by Cisco under the Agreement.

Remedial Hardware Maintenance means diagnosis and onsite replacement of Hardware components with FRUs.

Remote means the Services are to be performed from a Cisco location.

Remote and On Site means the Services are to be performed at a combination of a Cisco location and at a Customer location.

Reports means reports, recommendations, network configuration diagrams, and related non-Software Deliverables provided by Cisco to Customer pursuant to the Agreement.

RMA means Return Material Authorization.

Scripts means software scripts, macros and batch files provided by Cisco to Customer pursuant to the Agreement.

Services means one or more of the Cisco brand services options selected by the Customer.

Signature File means a file comprised of a package of network signatures which is intended to provide an update to the signature database resident in a Cisco Product having Intrusion Detection System or Intrusion Prevention System (IDS/IPS) functionality. This signature data base is used by the IDS/IPS product to compare network traffic against data patterns within the Signature File library. The IDS/IPS uses this comparison to detect suspected malicious network traffic behavior. The Signature File therefore, once installed in an IDS/IPS product, becomes the signature database that the Product uses to detect suspicious behavior.

Signature File Notification means to notification to Customer by Cisco.com posting, by e-mail or other web based tools that a new Signature File(s) are available to download.

Software means the software programs provided to Customer by Cisco, including any copies, Updates, upgrades, modifications, enhancements, and any derivative works thereof.

Standard Business Hours means, as applicable: (i) 8:00 AM to 5:00 PM, Depot Time, on Business Days, for replacement of failed Products, (ii) 8:00 AM to 5:00 PM, Local Time at the location of the respective Cisco TAC, on Business Days, for case handling of TAC calls, or (iii) 8:00 AM to 5:00 PM (9:00 AM to 5:30 PM for Europe and Emerging Markets) local time, on Business Days within the relevant region where the Advanced Services shall be performed.

Statement of Work or SOW means the documents agreed upon by the parties that define the Services and Deliverables, if any, to be provided by Cisco to Customer.

TAC means the Cisco Technical Assistance Center.

Technical Support Services means Services that provide both essential proactive and reactive operation and maintenance support Services including but not limited to SMB Support Assistant, SAS/SASU, SMARTnet.

Technology Application means specific technologies including, but not limited to, content networking, broadband, and IP telephony that do not operate at the Network Infrastructure level.

Third Party Products means third party hardware and/or software, and all upgrades/updates thereto, that are designated by Cisco as required for:

- (i) The operation of Application Software in conformance with Cisco applicable Application Software Documentation; and
- (ii) Cisco support of the Application Software.

Transactional Advanced Services means the project related or consultancy Services sold under a Statement of Work.

Two-hour Response means:

- For Advance Replacement, the two-hour time period commencing with Cisco's problem diagnosis and determination that a FRU is required and ending when the FRU is delivered onsite.
- For onsite service, the two-hour time period commencing with our problem diagnosis and determination that remedial onsite service is required and ending when Cisco personnel arrive onsite.

Update means Cisco Software Maintenance Releases, Minor Releases and Major Releases containing the same configuration or feature set as originally acquired, unless the Customer has upgraded the applicable Hardware or Software to a configuration or feature set other than what was originally acquired, and the applicable license fee for that upgrade has been paid. Updates do not include Feature Set Upgrades.



SERVICES NOT COVERED

Services that are not expressly set forth in the applicable Service Description document are not covered under such Services Description including, without limitation, the following:

- Services are only provided for generally available Products and Software releases/versions, unless agreed otherwise.
- Any customization of, or labor to install, Software and Hardware (including installation of Updates).
- Furnishing of supplies, accessories or the replacement of expendable parts (e.g., cables, blower assemblies, power cords, and rack mounting kits).
- Electrical or site work external to the Products.
- Any expenses incurred to visit End User's location, except as required during escalation of problems by Cisco.
- Service for Hardware that is installed outdoors or that is installed indoors but requires special equipment to perform such Service.
- Hardware replacement in quantities greater than three (3) FRUs, including those replacements due to pervasive issues documented in an engineering change notice or field alert unless End User has troubleshot failed Hardware down to the FRU level.
- Services performed at domestic residences.
- Support or replacement of Product that is altered, modified, mishandled, destroyed or damaged by one or more of the following: (i) natural causes; (ii) environmental failures; (iii) your failure to take any required actions; (iv) a negligent or wilful act or omission by you or use by you other than as specified in the applicable Cisco-supplied documentation; or (v) an act or omission of a third party.
- Services or software to resolve Software or Hardware problems resulting from third party product or causes beyond Cisco's control or failure to perform your responsibilities set out in this document.
- Services for non-Cisco Software installed on any Cisco Product.
- Any Hardware or third party product upgrade required to run new or updated Software.
- Erasure or other removal of any customer or third party data on Products (or parts thereof) returned, repaired or otherwise handled by Cisco.
- Additional Services are provided at the then-current time and materials rates.
- Except as otherwise agreed, Software entitlement, including media, documentation, binary code, source code or access in electronic or other form is not provided. In addition, except as otherwise provided, no right, use or license to our Software is granted and you acknowledge and agree that you obtain no such rights.
- Application Software is not supported as part of the SMARTnet support services provided by Cisco and is only supported under the Software Application Services (SAS/U) or Essential Operate Services service description

The non-entitlement policies posted at <http://www.cisco.com/go/warranty> and are incorporated into this Agreement.

Capitalized terms are defined in the Glossary of Terms.



Cisco Severity and Escalation Guidelines

End-User must assign a severity to all problems submitted to Cisco.

Severity 1 means an existing Network or Environment is down or there is a critical impact to End User's business operation. End User and Cisco both will commit full-time resources to resolve the situation.

Severity 2 means operation of an existing Network or Environment is severely degraded or significant aspects of End User's business operation are negatively impacted by unacceptable Network or Environment performance. End User and Cisco both will commit full-time resources during Standard Business Hours to resolve the situation.

Severity 3 means operational performance of the Network or Environment is impaired, although most business operations remain functional. End User and Cisco both are willing to commit resources during Standard Business Hours to restore service to satisfactory levels.

Severity 4 means information is required on Cisco product capabilities, installation, or configuration. There is little or no impact to End User's business operation. End User and Cisco both are willing to provide resources during Standard Business Hours to provide information or assistance as requested.

If you do not believe that adequate progress is being made or that the quality of Cisco service is satisfactory, we encourage you to escalate the problem to the appropriate level of management by asking for the TAC duty manager.

Figure 1 Cisco Escalation Guideline

Elapsed Time*	Severity 1	Severity 2	Severity 3	Severity 4
1 hour	TAC Team Alert (Mgr copied)			
2 Hour	TAC Manager (Global Mgrs and Duty Managers copied)			
4 hours		TAC Team Alert (Mgr copied)		
5 Hours	TAC Director	TAC Manager (Global Mgrs and Duty Managers copied)		
12 Hours	TAC Director Second Alert			
24 hours	VP, Global Technical Center	TAC Director		
48 hours	President	VP, Global Technical Center		
72 hours			TAC Manager	
96 hours		President	TAC Director	TAC Manager

* Severity 1 escalation times are measured in calendar hours—24 hours per day, 7 days per week. Severity 2, 3, and 4 escalation times correspond with Standard Business Hours.



CISCO POLICY

NON-ENTITLEMENT TO CISCO WARRANTY AND SERVICE SUPPORT OF NON-GENUINE CISCO PRODUCTS

INTRODUCTION

The integrity of a customer's network is of paramount importance. Cisco's ability to properly support customer networks is premised on the basis that the Cisco products and related software in such networks comprise genuine products/software that have not been destroyed, stolen or otherwise constitute scrapped materials. The following policy is intended to capture this key premise. This policy is subject to change at any time and without notice.

CUSTOMER ADVOCACY NON-ENTITLEMENT POLICY: NON-GENUINE PRODUCTS

A. Objective:

This policy sets forth the invalidity of any warranty and service support for a Non-Genuine Product. This policy is intended to support and be consistent with other relevant Cisco policies, such as those regarding Cisco trademarks and copyright materials, software licensing, destroyed, stolen and scrapped products, channel partner direct and indirect programs that authorize Cisco channel partners to sell legitimate and genuine Cisco products and services, and any other Cisco policies referenced in this policy.

B. Scope:

This policy applies globally.

C. Definitions:

1. "Non-Genuine Product" means any Cisco product:
 - (a) to which a Mark has been affixed without Cisco's consent or in violation of Cisco policies;
 - (b) that do not originate from Cisco or are produced without the approval of Cisco; and
 - (c) that are generally produced, marked or labeled as counterfeits or imitations of a genuine Cisco product with the intent to counterfeit or imitate a genuine Cisco product and
 - (d) are distributed or sold as authorized Cisco products when they are not.
2. "Marks" means the mark CISCO and the other trademarks, logos and service marks of Cisco and any of its affiliates, as identified at http://www.cisco.com/en/US/about/ac50/ac47/about_cisco_trademarks.html. "Marks" also means the Cisco Registered Partner logo, and each of the Cisco Certified Partner marks for which Cisco's certified partners may qualify, as further described at www.cisco.com/go/partner/logo.

D. Policy:

1. **Warranties.** Cisco does not provide any kind of warranty support whatsoever for Non-Genuine Products. None of Cisco's written warranties (as set forth at http://www.cisco.com/en/US/products/prod_warranties_item09186a00800b546d.html or elsewhere) applies to any Non-Genuine Products.

2. **Services.** Cisco does not offer for sale or otherwise any kind of services whatsoever for Non-Genuine Products. None of Cisco's service offerings (as set forth on any of Cisco's price lists) applies to any Non-Genuine Products.
3. **Any and all service contracts and/or hardware or software warranty obligations pertaining to Non-Genuine Products are void.** Upon Cisco's discovery of any Non-Genuine Products, Cisco shall immediately terminate any and all associated services and/or warranty support for such Non-Genuine Product, and pursue other available legal remedies.
4. **Refurbished Equipment.** Cisco does not offer services, or authorize or endorse any third party, to refurbish any Non-Genuine Products. Cisco's Authorized Refurbished Equipment Program (found at http://www.cisco.com/en/US/ordering/or6/or17/order_refurbished_equipment_program_description.html) and related software licensing (found at http://www.cisco.com/en/US/ordering/or6/or17/order_refurbished_equipment_software_transfer_and_licensing_overview.html) do not apply to any Non-Genuine Products. Hence, sections D(1) and (2) above are equally applicable to Non-Genuine Products that have been subjected to any type of refurbishment efforts.
5. **Inspections.** Cisco does not offer, authorize or endorse any kind of used equipment inspection or recertification for Non-Genuine Products.
6. **Return Material Authorizations.** Cisco does not accept Non-Genuine Products as a part of Cisco's Return Material Authorization ("RMA") process for Advanced Replacements. Non-Genuine Products sent to Cisco either directly or via a Cisco-authorized reseller shall not qualify as meeting Cisco's RMA requirements and may be subject to destruction.

E. Policy Implications:

1. Any hardware or software that has been identified as a Non-Genuine Product shall be appropriately identified in Cisco's databases as ineligible for any kind of warranty or service support whatsoever.
2. Any warranty support or services for a Non-Genuine Product is void.
3. Cisco assumes no obligation or liability whatsoever for Non-Genuine Products.
4. If, per Cisco's Advanced Replacement services and warranty support, a customer receives a replacement product from Cisco and then improperly returns to Cisco a Non-Genuine Product (instead of the actual defective Cisco product for which the advanced replacement product was provided), Cisco retains the right to invoice the customer for the then-current list price for a genuine Cisco replacement product, and may take other actions, including, termination of the customer's support contract or pursue other available actions.
5. Cisco encourages the removal of any and all Non-Genuine Products from customer networks in order to eliminate or reduce risks associated with keeping such Non-Genuine Products in the networks.

**Corporate Headquarters**

Cisco Systems, Inc.
170 West Tasman Drive
San Jose, CA 95134-1706
USA
www.cisco.com
Tel: 408 526-4000
800 553-NETS (6387)
Fax: 408 526-4100

European Headquarters

Cisco Systems International
BV
Haarlerbergpark
Haarlerbergweg 13-19
1101 CH Amsterdam
The Netherlands
www-europe.cisco.com
Tel: 31 0 20 357 1000
Fax: 31 0 20 357 1100

Americas Headquarters

Cisco Systems, Inc.
170 West Tasman Drive
San Jose, CA 95134-1706
USA
www.cisco.com
Tel: 408 526-7660
Fax: 408 527-0883

Asia Pacific Headquarters

Cisco Systems, Inc.
Capital Tower
168 Robinson Road
#22-01 to #29-01
Singapore 068912
www.cisco.com
Tel: +65 6317 7777
Fax: +65 6317 7799

Cisco Systems has more than 200 offices in the following countries and regions. Addresses, phone numbers, and fax numbers are listed on **the Cisco Web site at www.cisco.com/go/offices.**

Argentina • Australia • Austria • Belgium • Brazil • Bulgaria • Canada • Chile • China PRC • Colombia • Costa Rica • Croatia • Czech Republic
Denmark • Dubai, UAE • Finland • France • Germany • Greece • Hong Kong SAR • Hungary • India • Indonesia • Ireland • Israel • Italy • Japan
Korea • Luxembourg • Malaysia • Mexico • The Netherlands • New Zealand • Norway • Peru • Philippines • Poland • Portugal • Puerto Rico
Romania • Russia • Saudi Arabia • Scotland • Singapore • Slovakia • Slovenia • South Africa • Spain • Sweden • Switzerland • Taiwan •
Thailand
Turkey • Ukraine • United Kingdom • United States • Venezuela • Vietnam • Zimbabwe

Copyright 2004 Cisco Systems, Inc. All rights reserved. Cisco, Cisco Systems, and the Cisco Systems logo, and VCO are registered trademarks of Cisco Systems, Inc. and/or its affiliates in the U.S. and certain other countries.

All other trademarks mentioned in this document or Web site are the property of their respective owners. The use of the word partner does not imply a partnership relationship between Cisco and any other company. (0304R)



CISCO POLICY

NON-ENTITLEMENT TO CISCO WARRANTY AND SERVICE SUPPORT OF SECONDARY MARKET PRODUCTS

INTRODUCTION

This document describes the Cisco Systems® policy for supporting Cisco® products that fall within the category of “Secondary Market” products, as described herein.

Cisco’s policy is intended to support and be consistent with other relevant Cisco policies and programs, including, but not limited to, those regarding:

- Cisco’s “Secondary Market/Special Pricing Abuse Guidelines” (see http://www.cisco.com/partner/WWChannels/products/g_market.shtml)
- Refurbished equipment (http://www.cisco.com/en/US/products/prod_warranties_listing.html)
- Cisco trademarks and copyright materials (http://www.cisco.com/en/US/about/ac50/ac47/request_forms.html)
- Software licensing (see <http://www.cisco.com/warp/public/csc/refurb equip equipment/swlicense.html>)
- Nongenuine, destroyed, stolen, and scrapped products (see http://www.cisco.com/en/US/products/prod_warranties_listing.html)
- Channel partner direct and indirect programs that authorize Cisco Channel Partners to sell legitimate and genuine Cisco products and services (<http://www.cisco.com/en/US/partners/pr11/index.shtml>)
- Third-party components (http://www.cisco.com/en/US/products/prod_warranties_listing.html)
- All other Cisco policies referred to in this document.

A. Scope:

This policy for the **support of secondary** market products applies globally.

B. Policy Definitions:

1. “Secondary Market Product(s)” means new or used Cisco products that are sourced and/or sold *outside* Cisco’s Authorized Channels Network.
2. “Authorized Channel Network” includes:
 1. Cisco sales directly to End User Customers;
 2. Cisco sales to Cisco Channel Partners (who sell directly to End User Customers, or within the European Economic Area (EEA) also to other Cisco Channel Partners or Distributors); and
 3. Cisco Distributors (who sell to Cisco Channel Partners who resell to End User Customers, or within the EEA also to other Cisco Channel Partners or Distributors) where the purchasers of such product are within the contractually agreed territories for the Cisco Channel Partner or Distributor in question.

Note: For Cisco Channel Partners in the EEA, this includes sales to parties within all the EEA.

3. “Cisco Channel Partners” means the Cisco Registered, Certified (Gold, Silver, Premier), and Specialized Partners authorized by Cisco to resell Cisco Equipment in the territory in which the End User is located, as published on the Cisco Partner Locator, at the following URL: http://tools.cisco.com/WWChannels/LOCATR/jsp/partner_locator.jsp, as updated from time to time by Cisco.

4. "Cisco Distributors" means Cisco Distributors, Distribution Partners, or Authorized Distributors authorized by Cisco to resell Cisco Equipment in the territory in which the End User is located, as published on the Cisco Distributor Locator, at the following URL: http://tools.cisco.com/WWChannels/LOCATR/jsp/distributor_locator.jsp, as updated from time to time by Cisco.
5. "End User Customer" means the business entity identified by the party placing the applicable purchase order with Cisco as the initial end user of the Cisco Product in question.

C. Policy

1. Services. For Secondary Market Products to become eligible for Cisco support services, Cisco requires that an inspection of such Secondary Market Products (per Cisco's inspection program) is carried out, that the equipment passes said inspection, and that appropriate proof is provided to Cisco showing that the appropriate software license fees have been paid for the said Secondary Market Products (or that payment is made for such licenses if no prior payment has been made) by or on behalf of the end user who will be using the Secondary Market Products in question. Other fees, such as those for reinstatement of services, may also apply.
2. Refurbished Equipment. Cisco does not authorize or endorse any third party to refurbish Secondary Market Products. However, Cisco does offer refurbished products for sale through the Cisco Authorized Refurbished Equipment Program. Information about the program is available at: http://www.cisco.com/en/US/ordering/or6/or17/order_refurbished_equipment_program_description.html Information about Cisco's software licensing policy is available at: http://www.cisco.com/en/US/ordering/or6/or17/order_refurbished_equipment_software_transfer_and_licensing_overview.html.
3. Inspection Fees. Contact your local Cisco service account representative for more information about Cisco's inspection fees and process.

D. Policy Implications

1. Any Secondary Market Product is ineligible for any kind of Cisco service support unless it becomes eligible through inspection, licensing, and other applicable processes.
2. Cisco assumes no obligation or liability for Secondary Market Products, except as detailed in service contracts written after such products have been inspected and appropriate software licenses have been purchased.

Cisco may(a) invoice the customer for the then-current list price for the genuine Cisco replacement product; and (b) pursue other available actions, up to, and including, termination of the customer's support contract when:

- (i) a customer receives a replacement product from Cisco and
 - (ii) returns to Cisco an ineligible Secondary Market Product (one that has not been inspected or correctly licensed) instead of the actual defective Cisco product for which the advanced replacement product was provided.
3. Cisco encourages customers to check the source and quality of the products they purchase, in order to reduce risks associated with using such Secondary Market Products in their networks (that is, unknown origin may mean unknown quality and hence unknown risks). In addition, Cisco encourages customers to check eligibility of Secondary Market Products for Cisco support and the validity of the applicable software licenses for those products.

**Corporate Headquarters**

Cisco Systems, Inc.
170 West Tasman Drive
San Jose, CA 95134-1706
USA
www.cisco.com
Tel: 408 526-4000
800 553-NETS (6387)
Fax: 408 526-4100

European Headquarters

Cisco Systems International
BV
Haarlerbergpark
Haarlerbergweg 13-19
1101 CH Amsterdam
The Netherlands
www-europe.cisco.com
Tel: 31 0 20 357 1000
Fax: 31 0 20 357 1100

Americas Headquarters

Cisco Systems, Inc.
170 West Tasman Drive
San Jose, CA 95134-1706
USA
www.cisco.com
Tel: 408 526-7660
Fax: 408 527-0883

Asia Pacific Headquarters

Cisco Systems, Inc.
Capital Tower
168 Robinson Road
#22-01 to #29-01
Singapore 068912
www.cisco.com
Tel: +65 6317 7777
Fax: +65 6317 7799

Cisco Systems has more than 200 offices in the following countries and regions. Addresses, phone numbers, and fax numbers are listed on the Cisco Web site at www.cisco.com/go/offices.

Argentina • Australia • Austria • Belgium • Brazil • Bulgaria • Canada • Chile • China PRC • Colombia • Costa Rica • Croatia • Czech Republic
Denmark • Dubai, UAE • Finland • France • Germany • Greece • Hong Kong SAR • Hungary • India • Indonesia • Ireland • Israel • Italy • Japan
Korea • Luxembourg • Malaysia • Mexico • The Netherlands • New Zealand • Norway • Peru • Philippines • Poland • Portugal • Puerto Rico
Romania • Russia • Saudi Arabia • Scotland • Singapore • Slovakia • Slovenia • South Africa • Spain • Sweden • Switzerland • Taiwan •
Thailand
Turkey • Ukraine • United Kingdom • United States • Venezuela • Vietnam • Zimbabwe

Copyright © 2004 Cisco Systems, Inc. All rights reserved. Cisco, Cisco Systems, and the Cisco Systems logo are registered trademarks or trademarks of Cisco Systems, Inc. and/or its affiliates in the United States and certain other countries. All other trademarks mentioned in this document or Website are the property of their respective owners. The use of the word partner does not imply a partnership relationship between Cisco and any other company. (0406R)



CISCO POLICY

NON-ENTITLEMENT TO CISCO WARRANTY AND SERVICE SUPPORT OF STOLEN CISCO PRODUCTS

INTRODUCTION

The integrity of a customer's network is of paramount importance. Cisco's ability to properly support customer networks is premised on the basis that the Cisco products and related software in such networks comprise genuine products/software that have not been destroyed, stolen or otherwise constitute scrapped materials. The following policy is intended to capture this key premise. This policy is subject to change at any time and without notice.

A. Objective:

This policy sets forth the invalidity of warranty and service support for any Stolen Product. This policy is intended to support and be consistent with other relevant Cisco policies, such as those regarding Cisco trademarks and copyright materials, software licensing, destroyed, non-genuine products, channel partner direct and indirect programs that authorize Cisco channel partners to sell legitimate and genuine Cisco products and services, and any other Cisco policies referenced in this policy.

B. Scope:

This policy applies globally.

C. Definitions:

"Stolen Product" means any Cisco product that a customer has reported to the appropriate legal authorities as stolen and has likewise notified Cisco, through customer's designated representative(s). Cisco may seek verifying information from customers or law enforcement authorities as to the status of the subject product.

D. Policy:

1. **Warranties.** Cisco does not provide any kind of warranty support whatsoever for Stolen Products. None of Cisco's written warranties (as set forth at http://www.cisco.com/en/US/products/prod_warranties_item09186a00800b546d.html or elsewhere) applies to any Stolen Products.
2. **Services.** Cisco does not offer for sale or otherwise any kind of services whatsoever for Stolen Products. None of Cisco's service offerings (as set forth on any of Cisco's price lists) applies to any Stolen Products.
3. **Any and all service contracts and/or hardware or software warranty obligations pertaining to Stolen Products are void.** Upon Cisco's discovery and verification of products as Stolen Products, Cisco shall immediately terminate any and all associated services and/or warranty support for such Stolen Products, and may take other available actions.
4. **Refurbished Equipment.** Cisco does not offer services, or authorize or endorse any third party, to refurbish any Stolen Products. Cisco's Authorized Refurbished Equipment Program (found at http://www.cisco.com/en/US/ordering/or6/or17/order_refurbished_equipment_program_description.html) and related software licensing (found at http://www.cisco.com/en/US/ordering/or6/or17/order_refurbished_equipment_software_transfer_and_licensing_overview.html) do

not apply to any Stolen Products. Hence, sections D(1) and (2) above are equally applicable to Stolen Products that have been subjected to any type of refurbishment efforts.

5. **Inspections.** Cisco does not offer, authorize or endorse any kind of used equipment inspection or recertification for Stolen Products.
6. **Return Material Authorizations.** Cisco does not accept Stolen Products as a part of Cisco's Return Material Authorization ("RMA") process for Advanced Replacements. Stolen Products sent to Cisco either directly or via a Cisco-authorized reseller shall not qualify as meeting Cisco's RMA requirements.

E. Policy Implications:

1. Any hardware or software that has been identified as a Stolen Product shall be appropriately identified in Cisco's databases as ineligible for any kind of warranty or service support whatsoever.
2. Any warranty or service support for a Stolen Product is void.
3. Cisco assumes no obligation or liability whatsoever for Stolen Products.
4. If, per Cisco's Advanced Replacement services and warranty support, a customer receives a replacement product from Cisco and then improperly returns to Cisco a Stolen Product (instead of the actual defective Cisco product for which the advanced replacement product was provided), Cisco retains the right to invoice the customer for the then-current list price for a genuine Cisco replacement product, and may take other actions, including, termination of the customer's support contract or pursue other available actions.
5. Customers should remove any Stolen Products immediately from their networks upon learning that such products are stolen.



Corporate Headquarters

Cisco Systems, Inc.
170 West Tasman Drive
San Jose, CA 95134-1706
USA
www.cisco.com
Tel: 408 526-4000
800 553-NETS (6387)
Fax: 408 526-4100

European Headquarters

Cisco Systems International
BV
Haarlerbergpark
Haarlerbergweg 13-19
1101 CH Amsterdam
The Netherlands
www-europe.cisco.com
Tel: 31 0 20 357 1000
Fax: 31 0 20 357 1100

Americas Headquarters

Cisco Systems, Inc.
170 West Tasman Drive
San Jose, CA 95134-1706
USA
www.cisco.com
Tel: 408 526-7660
Fax: 408 527-0883

Asia Pacific Headquarters

Cisco Systems, Inc.
Capital Tower
168 Robinson Road
#22-01 to #29-01
Singapore 068912
www.cisco.com
Tel: +65 6317 7777
Fax: +65 6317 7799

Cisco Systems has more than 200 offices in the following countries and regions. Addresses, phone numbers, and fax numbers are listed on **the Cisco Web site at www.cisco.com/go/offices.**

Argentina • Australia • Austria • Belgium • Brazil • Bulgaria • Canada • Chile • China PRC • Colombia • Costa Rica • Croatia • Czech Republic
Denmark • Dubai, UAE • Finland • France • Germany • Greece • Hong Kong SAR • Hungary • India • Indonesia • Ireland • Israel • Italy • Japan
Korea • Luxembourg • Malaysia • Mexico • The Netherlands • New Zealand • Norway • Peru • Philippines • Poland • Portugal • Puerto Rico
Romania • Russia • Saudi Arabia • Scotland • Singapore • Slovakia • Slovenia • South Africa • Spain • Sweden • Switzerland • Taiwan •
Thailand
Turkey • Ukraine • United Kingdom • United States • Venezuela • Vietnam • Zimbabwe

Copyright © 2004 Cisco Systems, Inc. All rights reserved. Cisco, Cisco Systems, and the Cisco Systems logo, and VCO are registered trademarks of Cisco Systems, Inc. and/or its affiliates in the U.S. and certain other countries.

All other trademarks mentioned in this document or Web site are the property of their respective owners. The use of the word partner does not imply a partnership relationship between Cisco and any other company. (0304R)



CISCO POLICY

NON-ENTITLEMENT TO CISCO WARRANTY AND SERVICE SUPPORT OF DESTROYED CISCO PRODUCTS

INTRODUCTION

The integrity of a customer's network is of paramount importance. Cisco's ability to properly support customer networks is premised on the basis that the Cisco products and related software in such networks comprise genuine products/software that have not been destroyed, stolen or otherwise constitute scrapped materials. The following policy is intended to capture this key premise. This policy is subject to change at any time and without notice.

A. Objective:

This policy sets forth the invalidity of warranty and service support for any Destroyed Product. This policy is intended to support and be consistent with other relevant Cisco policies, such as those regarding Cisco trademarks and copyright materials, software licensing, non-genuine, stolen and scrapped products, channel partner direct and indirect programs that authorize Cisco channel partners to sell legitimate and genuine Cisco products and services, and any other Cisco policies referenced in this policy.

B. Scope:

This policy applies globally.

C. Definitions:

1. "Destroyed Product(s)" means Cisco products that have been determined to have been "destroyed" under any circumstances whatsoever, and declared as such, including, but not limited to, natural accident or causes (such as earthquake, hurricane, fire, flood, or other exposure to adverse environmental conditions) or due to any negligent or willful or unlawful act or omission to act (including acts of terrorism and/or or exposure to harmful substances, conditions or materials).
2. "Destroyed Product(s) can also mean those products that have been identified as "destroyed" by a customer, authorized Cisco reseller, distributor or other third party (i.e. insurance carrier for customer) who legally takes possession or title to the "destroyed" products, on a Certificate of Destruction ("COD") that is provided to Cisco.

D. Policy:

1. **Warranties** Cisco does not offer any kind of warranty support whatsoever for Destroyed Products. None of Cisco's written warranties (as set forth at http://www.cisco.com/en/US/products/prod_warranties_item09186a00800b546d.html or elsewhere) applies to any Destroyed Products.
2. **Services** Cisco does not offer for sale or otherwise any services whatsoever for Destroyed Products. None of Cisco's service offerings (as set forth on any of Cisco's price lists) applies to any Destroyed Products.
3. **Refurbished Equipment** Cisco does not offer services, or authorize or endorse any third party, to refurbish any Destroyed Products. Cisco's Authorized Refurbished Equipment Program (found at http://www.cisco.com/en/US/ordering/or6/or17/order_refurbished_equipment_program_description.html) and related software licensing (found at http://www.cisco.com/en/US/ordering/or6/or17/order_refurbished_equipment_software_transfer_and_licensing_overview.html) do

not apply to any Destroyed Products. Hence, sections D (1) and (2) above are equally applicable to Destroyed Products that have been subjected to any type of refurbishment efforts.

4. **Inspections** Cisco does not offer, authorize or endorse any kind of used equipment inspection or recertification for Destroyed Products.

E. Policy Implications:

1. Any Cisco product that has been identified as a Destroyed Product (per serial number) shall be appropriately identified in Cisco's databases as ineligible for any kind of warranty or service support.
2. Any otherwise valid warranty support or services for a Cisco product that becomes subject to destruction shall immediately become void and terminate upon such destruction.
3. Cisco shall assume no obligation or liability for Destroyed Products.
4. If, per Cisco's Advanced Replacement services and warranty support, a customer receives a replacement product from Cisco and then improperly returns to Cisco a Destroyed Product (instead of the actual defective Cisco product for which the advanced replacement product was provided), Cisco retains the right to invoice the customer for the then-current list price for a genuine Cisco replacement product, and may take other actions, including, termination of the customer's support contract and/or pursue other available actions.
5. Cisco encourages the removal of any and all Destroyed Products from customer networks in order to eliminate or reduce risks associated with keeping such Destroyed Products in the networks.



Corporate Headquarters

Cisco Systems, Inc.
170 West Tasman Drive
San Jose, CA 95134-1706
USA
www.cisco.com
Tel: 408 526-4000
800 553-NETS (6387)
Fax: 408 526-4100

European Headquarters

Cisco Systems International
BV
Haarlerbergpark
Haarlerbergweg 13-19
1101 CH Amsterdam
The Netherlands
www-europe.cisco.com
Tel: 31 0 20 357 1000
Fax: 31 0 20 357 1100

Americas Headquarters

Cisco Systems, Inc.
170 West Tasman Drive
San Jose, CA 95134-1706
USA
www.cisco.com
Tel: 408 526-7660
Fax: 408 527-0883

Asia Pacific Headquarters

Cisco Systems, Inc.
Capital Tower
168 Robinson Road
#22-01 to #29-01
Singapore 068912
www.cisco.com
Tel: +65 6317 7777
Fax: +65 6317 7799

Cisco Systems has more than 200 offices in the following countries and regions. Addresses, phone numbers, and fax numbers are listed on the Cisco Web site at www.cisco.com/go/offices.

Argentina • Australia • Austria • Belgium • Brazil • Bulgaria • Canada • Chile • China PRC • Colombia • Costa Rica • Croatia • Czech Republic
Denmark • Dubai, UAE • Finland • France • Germany • Greece • Hong Kong SAR • Hungary • India • Indonesia • Ireland • Israel • Italy • Japan
Korea • Luxembourg • Malaysia • Mexico • The Netherlands • New Zealand • Norway • Peru • Philippines • Poland • Portugal • Puerto Rico
Romania • Russia • Saudi Arabia • Scotland • Singapore • Slovakia • Slovenia • South Africa • Spain • Sweden • Switzerland • Taiwan •
Thailand
Turkey • Ukraine • United Kingdom • United States • Venezuela • Vietnam • Zimbabwe

Copyright 2004 Cisco Systems, Inc. All rights reserved. Cisco, Cisco Systems, and the Cisco Systems logo, and VCO are registered trademarks of Cisco Systems, Inc. and/or its affiliates in the U.S. and certain other countries.

All other trademarks mentioned in this document or Web site are the property of their respective owners. The use of the word partner does not imply a partnership relationship between Cisco and any other company. (0304R)



CISCO POLICY

NON-ENTITLEMENT TO CISCO WARRANTY AND SERVICE SUPPORT OF SCRAPPED CISCO PRODUCTS

INTRODUCTION

The integrity of a customer's network is of paramount importance. Cisco's ability to properly support customer networks is premised on the basis that the Cisco products and related software in such networks comprise genuine products/software that have not been destroyed, stolen or otherwise constitute scrapped materials. The following policy is intended to capture this key premise. This policy is subject to change at any time and without notice.

A. Objective:

This policy sets forth the invalidity of warranty and service support for any Scrapped Product. This policy is intended to support and be consistent with other relevant Cisco policies, such as those regarding Cisco trademarks and copyright materials, software licensing, destroyed, non-genuine, and stolen products, channel partner direct and indirect programs that authorize Cisco channel partners to sell legitimate and genuine Cisco products and services, and any other Cisco policies referenced in this policy.

B. Scope:

This policy applies globally.

C. Definitions:

"Scrapped Product" means any Cisco product that has reached the end of its useful life or which, for quality control or other reasons, Cisco determines should become waste and is designated for, or actually is, disposed.

D. Policy:

1. **Warranties.** Cisco does not provide any kind of warranty support whatsoever for Scrapped Products. None of Cisco's written warranties (as set forth at http://www.cisco.com/en/US/products/prod_warranties_item09186a00800b546d.html or elsewhere) applies to any Scrapped Products.
2. **Services.** Cisco does not offer for sale or otherwise any kind of services whatsoever for Scrapped Products. None of Cisco's service offerings (as set forth on any of Cisco's price lists) applies to any Scrapped Products.
3. **Any and all service contracts and/or hardware or software warranty obligations pertaining to Scrapped Products are void.** Upon Cisco's discovery of any Scrapped Products, Cisco shall immediately terminate any and all associated services and/or warranty support for such Scrapped Products, and pursue other available legal remedies.
4. **Refurbished Equipment.** Cisco does not offer services, or authorize or endorse any third party, to refurbish any Scrapped Products. Cisco's Authorized Refurbished Equipment Program (found at http://www.cisco.com/en/US/ordering/or6/or17/order_refurbished_equipment_program_description.html) and related software licensing (found at http://www.cisco.com/en/US/ordering/or6/or17/order_refurbished_equipment_software_transfer_and_licensing_overview.html) do not apply to any Scrapped Products. Hence, sections D(1) and (2) above are equally applicable to Scrapped Products that have been subjected to any type of refurbishment efforts.

5. **Inspections.** Cisco does not offer, authorize or endorse any kind of used equipment inspection or recertification for Scrapped Products.
6. **Return Material Authorizations.** Cisco does not accept Scrapped Products as a part of Cisco's Return Material Authorization ("RMA") process for Advanced Replacements. Scrapped Products sent to Cisco either directly or via a Cisco-authorized reseller shall not qualify as meeting Cisco's RMA requirements and may be subject to destruction.

E. Policy Implications:

1. Any hardware or software that has been identified as a Scrapped Product shall be appropriately identified in Cisco's databases as ineligible for any kind of warranty or service support whatsoever.
2. Any warranty or service support for a Scrapped Product is void.
3. Cisco assumes no obligation or liability whatsoever for Scrapped Products.
4. If, per Cisco's Advanced Replacement services and warranty support, a customer receives a replacement product from Cisco and then returns to Cisco a Scrapped Product (instead of the actual defective Cisco product for which the advanced replacement product was provided), Cisco retains the right to invoice the customer for the then-current list price for a genuine Cisco replacement product, and may take other actions, including, termination of the customer's support contract or pursue other available actions.
5. Cisco encourages the prompt removal of any and all Scrapped Products from customer networks in order to eliminate or reduce risks associated with keeping such Scrapped Products in the networks.



Corporate Headquarters

Cisco Systems, Inc.
 170 West Tasman Drive
 San Jose, CA 95134-1706
 USA
 www.cisco.com
 Tel: 408 526-4000
 800 553-NETS (6387)
 Fax: 408 526-4100

European Headquarters

Cisco Systems International
 BV
 Haarlerbergpark
 Haarlerbergweg 13-19
 1101 CH Amsterdam
 The Netherlands
 www-europe.cisco.com
 Tel: 31 0 20 357 1000
 Fax: 31 0 20 357 1100

Americas Headquarters

Cisco Systems, Inc.
 170 West Tasman Drive
 San Jose, CA 95134-1706
 USA
 www.cisco.com
 Tel: 408 526-7660
 Fax: 408 527-0883

Asia Pacific Headquarters

Cisco Systems, Inc.
 Capital Tower
 168 Robinson Road
 #22-01 to #29-01
 Singapore 068912
 www.cisco.com
 Tel: +65 6317 7777
 Fax: +65 6317 7799

Cisco Systems has more than 200 offices in the following countries and regions. Addresses, phone numbers, and fax numbers are listed on **the Cisco Web site at www.cisco.com/go/offices.**

Argentina • Australia • Austria • Belgium • Brazil • Bulgaria • Canada • Chile • China PRC • Colombia • Costa Rica • Croatia • Czech Republic
 Denmark • Dubai, UAE • Finland • France • Germany • Greece • Hong Kong SAR • Hungary • India • Indonesia • Ireland • Israel • Italy • Japan
 Korea • Luxembourg • Malaysia • Mexico • The Netherlands • New Zealand • Norway • Peru • Philippines • Poland • Portugal • Puerto Rico
 Romania • Russia • Saudi Arabia • Scotland • Singapore • Slovakia • Slovenia • South Africa • Spain • Sweden • Switzerland • Taiwan •
 Thailand
 Turkey • Ukraine • United Kingdom • United States • Venezuela • Vietnam • Zimbabwe

Copyright © 2004 Cisco Systems, Inc. All rights reserved. Cisco, Cisco Systems, and the Cisco Systems logo, and VCO are registered trademarks of Cisco Systems, Inc. and/or its affiliates in the U.S. and certain other countries.

All other trademarks mentioned in this document or Web site are the property of their respective owners. The use of the word partner does not imply a partnership relationship between Cisco and any other company. (0304R)