



Cisco Non-Entitlement Policy (External)

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Capitalized terms are defined in [How Cisco Provides Services](#). This policy applies globally to all standard Cisco contracts and warranties. This Non-Entitlement Policy supersedes all previous Services Not Covered documents. The latest version of this document will be available in English and en Francais as part of the Warranty website and on the [Cisco Legal](#) site.

The integrity of a Your Network is of paramount importance. Cisco's ability to properly support Your Network is conditional on the basis that the Cisco Products and related software in Your network are genuine products or software that have not been destroyed, stolen, or otherwise constitute scrapped materials. Any related software must be from an Approved Source as defined in the Cisco [End User License Agreement](#) to be eligible for support Services.

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1. General Conditions

You are solely responsible for maintaining an inventory of Products and Software ("Installed Base") necessary to establish entitlement to Services. Cisco may assist You with maintaining an up-to-date Installed Base inventory by making available My Cisco Entitlements self-help tools.

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

- (a) Support or replacement of a Product that is altered, modified, mishandled, destroyed, or damaged by one or more of the following:
 - (1) natural causes;
 - (2) environmental failures;
 - (3) Your failure to take any required actions;
 - (4) a negligent or willful act or omission by You or use by You other than as specified in the applicable Cisco-supplied Documentation;
 - (5) intentional permanent cosmetic alterations;
 - (6) an act or omission of a third party.
- (b) Support or replacement of Product that was inoperable prior to purchase of a maintenance contract with Cisco.
- (c) Support of Product beyond the identified Last Day of Support ("LDoS") date, regardless of whether such Product has been included in any chassis-based service pricing.
- (d) Services for Products:
 - (1) for which a valid maintenance contract is not in place; or,
 - (2) Services or Warranty coverage for Products with an expired Warranty coverage date and no active Service contract.
- (e) Services for a Product that Cisco determines is Non-Genuine Product. Any warranty support or Services for a Product determined to be a Non-Genuine Product is void. Cisco reserves the right to immediately terminate any associated support service contract or Warranty, and any replacement parts or other materials made available in connection with that Non-Genuine Product must be returned to Cisco.
- (f) Services and Warranty are only provided for generally available Products and Software releases/versions.
- (g) Services or software to resolve Software or Hardware problems resulting from third-party product(s) or causes beyond Cisco's control.

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- (h) Furnishing of supplies, accessories, or the replacement of expendable parts (e.g., batteries, cables, blower assemblies, power cords, and/or rack mounting).
 - (i) Cisco uses solid-state drives from various vendors. All solid-state drives are subject to physical write limits and have varying maximum usage limitation specifications set by the manufacturer. Cisco will not replace any solid-state drives that have exceeded any maximum usage specifications set by Cisco or the manufacturer, as determined solely by Cisco.
 - (j) 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 each failed Hardware down to the FRU level.
 - (k) Any Hardware or Third-Party Product upgrade required to run new or updated Software.
 - (l) Any customization of, or labor to install, Software and Hardware (including installation of updates).
 - (m) Erasure or removal of any of Your or third-party data on Products (or parts thereof) returned, repaired, or otherwise handled by Cisco.
 - (n) Services for Product where service contract was purchased from a source other than Cisco or its Authorized Channel.
 - (o) Services for Product where Cisco Software license(s) deposited on Smart Licensing platform associated with the Product were purchased, modified, or otherwise used in violation of the applicable terms. Cisco reserves its right to:
 - (1) invoice the party for the authorized Cisco Software license; and,
 - (2) pursue other available remedies, including termination of Services, as well as Cisco user profiles and access rights.

2. Deployment and Delivery

Cisco provides support for our installed products in commercial or governmental locations not requiring specialized access equipment and meeting all local safety regulations. Products are delivered to the normal postal delivery address or freight dock by regulated delivery services. Cisco does not provide:

- 2.1 Services for Products that are (a) installed outdoors or (b) installed indoors but require specialized equipment to perform such Service. Cisco will not supply specialized access equipment and will not perform Service until You provide access that meets applicable local labor laws and workplace safety rules for Cisco employees and contractors.
- 2.2 Services performed at domestic residences.
- 2.3 Any expenses incurred to visit End User's location, except at Cisco discretion during escalation of problem resolution by Cisco.
- 2.4 Electrical or site work external to the Products. This also excludes any installation staff, such as a licensed electrician for direct interconnect of power, or installation work not covered by a specific installation contract SOW.

3. Software

Cisco provides support for selected software products and Third-Party solution components. Cisco does not provide:

- 3.1 Services on non-authorized software.
- 3.2 Warranty or Service coverage for Product or Software support, including updates and bug fixes for which (a) a valid license for the Product is not in place or (b) Product which was purchased from a source other than Cisco or its Authorized Channel. Cisco reserves the right to: (1) suspend support associated with such Products until such time as any applicable inspection is conducted and any applicable relicensing fees are paid for such Products or (2) terminate the support service contract and/or Warranty.
- 3.3 Support for any Software release that has reached LDoS.
- 3.4 Open Source, community-supported project software.

4. Cloud and Remote Software Services

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5. Non-Cisco Hardware and Software

Cisco may, as part of authorized Solutions, support use of authorized Third-Party components and SW products. Those items shall be specified in the individual Solution Service Description. Cisco does not support:

5.1 Third-Party Components. The Cisco guideline for support and warranty services for the use of non-authorized third-party memory, cables, interface modules, filters, or other non-Cisco authorized components is as follows:

- (a) When You report a product fault or defect and Cisco believes the fault or defect can be traced to the use of third-party memory products, cables, interface components, filters, or other non-Cisco authorized components by You or a reseller, then, at Cisco's discretion, Cisco may withhold support under warranty or a Cisco support program. If Cisco concludes that the fault or defect is not attributable to the use of third-party memory, cables, interfaces, filters, or other non-Cisco authorized components installed by You or a reseller, Cisco will continue to provide support for the affected product under warranty or covered by a Cisco support program.
- (b) Cisco also reserves the right to charge You for services provided to You when Cisco determines, after having provided such services, that the root cause of the defective product was caused by a non-supported third-party vendor supplied product.

5.2 Third party repairs or repair components are also grounds for Cisco to cancel service or warranty support. Cisco may pursue recovery of parts provided to replace product later found to have previous third-party repairs or components.

6. Non-Genuine, Destroyed, or Stolen Product

This section sets forth the invalidity of warranty and service support for any Destroyed, Stolen, or 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, Non-Genuine Products, programs that permit Cisco's Authorized Channel to sell legitimate and genuine Products and Services, and any other Cisco policies referenced in this policy.

6.1 **Warranties.** Cisco does not offer any kind of warranty support for Destroyed, Stolen, or Scrapped Products. None of Cisco's written warranties (as set forth at <https://network.cisco.com/c/en/us/products/warranty-listing.html> or elsewhere) applies to any Destroyed, Stolen, or Scrapped Products.

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- 6.2 **Services.** Cisco does not offer for sale or otherwise any Services for Destroyed, Stolen, or Scrapped Products. None of Cisco's service offerings applies to any Destroyed, Stolen, or Scrapped Products.
- 6.3 All service contracts and/or Hardware or Software warranty obligations pertaining to Destroyed, Stolen, or Scrapped Products are void. Upon Cisco's discovery and verification of products as Destroyed, Stolen, or Scrapped Products, Cisco will immediately terminate all associated Services and/or warranty support for such Destroyed, Stolen, or Scrapped Products, and may take other available actions. You are not entitled to a refund for associated termination of support for Destroyed, Stolen, or Scrapped Products.
- 6.4 **Refurbished Equipment.** Cisco does not offer Services, or authorize or endorse any third party, to refurbish any Destroyed, Stolen, or Scrapped Products. Cisco's Authorized Refurbished Equipment Program (located at <https://network.cisco.com/c/en/us/buy/cisco-capital-finance/refresh/overview.html>) and related Software licensing (located at <https://network.cisco.com/c/en/us/products/network-sw-relicensing-program.html#~policy#~using>) do not apply to any Destroyed, Stolen, or Scrapped Products. **Inspections.** Cisco does not offer, authorize, or endorse any used equipment inspection or recertification for Destroyed, Stolen, or Scrapped Products.
- 6.5 **Return Material Authorization.** Cisco does not accept Destroyed, Stolen, or Scrapped Products as a part of Cisco's RMA process for Advance Replacements. Destroyed, Stolen, or Scrapped Products sent to Cisco either directly or via a Cisco-Authorized Channel will not qualify as meeting Cisco's RMA requirements.
- 6.6 Any Cisco product that has been identified as a Destroyed, Stolen, or Scrapped Product (per serial number) will be appropriately identified in Cisco's databases as ineligible for any kind of warranty or service support.
- 6.7 Any otherwise valid warranty support or Services for a Cisco product that becomes subject to destruction, reported theft, or scrapping will immediately become void and terminate upon such destruction.
- 6.8 Cisco does not have any obligation or liability for Destroyed, Stolen, or Scrapped Products.
- 6.9 If, per Cisco's Advance Replacement Services or Warranty support, You receive a replacement product from Cisco and then improperly return to Cisco a Destroyed, Stolen, or Scrapped Product (instead of the actual matching serial number defective Product for which the Advance Replacement product was provided), Cisco retains the right to invoice You for a genuine Cisco replacement product, and may take other actions, including, termination of the Your support contract and/or pursue other available actions or otherwise fail to return the specified RMA Product.

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- 6.10 Cisco encourages the removal of all Destroyed, Stolen, or Scrapped Products from Your Network in order to eliminate or reduce risks associated with keeping such Destroyed, Stolen, or Scrapped Products in the Network.
- 6.11 Destroyed, Stolen, or Scrapped Products are ineligible for Cisco Software licensing agreements or any other assignments of Cisco Operating License rights.

7. Non-Entitlement to Cisco Warranty and Service Support of Unauthorized Products and Illegally Imported Products

- 7.1 **Services and Warranty.** Illegally Imported Products and Unauthorized Products are not eligible for Cisco warranties. Illegally Imported Products are ineligible for support services. Unauthorized products may only become eligible for support services following a successful physical inspection and appropriate proof to Cisco showing that any applicable appropriate Software license fees have been paid for the said Unauthorized 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 Unauthorized Products in question. Fees, such as those for reinstatement of services, may apply.
- 7.2 **Refurbished Equipment.** Cisco does not authorize or endorse any third party to refurbish Unauthorized Products. However, Cisco does offer refurbished products for sale through the Cisco Authorized Refurbished Equipment Program. Information about the program is available at: <https://network.cisco.com/c/en/us/buy/cisco-capital-finance/refresh/overview.html> Information about Cisco's Software License Transfer and Re-Use Policy is available at: http://network.cisco.com/en/US/prod/cisco_software_transfer_relicensing_policy.html.
- 7.3 **Inspection Fees.** Contact your local Cisco service account representative for more information about Cisco's inspection fees and process.
- 7.4 **Software Support.** You may only download, install, and expect support for Software versions and feature sets for which they have purchased a valid license that is current and active. By installing, downloading, accessing, or otherwise using such software updates, You agree to follow the terms of the currently published Cisco General Terms. In most cases, the Software Update will be a maintenance release to software that was previously purchased. Free security software updates do not entitle You to a new software license, additional software feature sets, or major revision upgrades.

7.5 Any Illegally Imported Product is ineligible for any Cisco warranty, service, or software support. Any Unauthorized Product is ineligible for any kind of Cisco warranty. Any Unauthorized Product is ineligible for any service, or software support unless it becomes eligible through inspection, applicable licensing, and/or other applicable processes. Cisco reserves the right to terminate any service contract or deny service coverage on Illegally Imported Products and Unauthorized Product. Cisco reserves the right not to issue any refund associated with termination of service contracts on Illegally Imported and Unauthorized Products.

7.6 Cisco assumes no obligation or liability for Unauthorized 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 You for the genuine Cisco replacement Product; and/or,
- (b) pursue other available actions, such as termination of the Your support contract when You:
 - (1) receive a replacement product from Cisco; and,
 - (2) return an ineligible Unauthorized Product instead of the actual defective Cisco product for which the Advance Replacement Product was provided or anything except the specified Product in the RMA.

7.7 Cisco encourages You to check the source and quality of the Products they purchase, in order to reduce risks of purchasing and using Illegally Imported Products and Unauthorized Products in Your Network. Cisco encourages You to check eligibility of Unauthorized Products for Cisco support and the validity of the applicable Software licenses for those Products.

8. Non-Entitlement to Cisco Warranty and Service Support of Non-Genuine Cisco Products

The integrity of a Your Network is of paramount importance. Cisco's ability to properly support Your Network is premised on the basis that the Cisco products and software in such Network comprise genuine products/software that have not been destroyed, stolen, or otherwise constitute scrapped materials. 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.

8.1 **Warranties.** Cisco does not provide any kind of warranty support for Non-Genuine Products. None of Cisco's written warranties (as set forth at

<https://network.cisco.com/c/en/us/products/warranty-listing.htm> or elsewhere) applies to any Non-Genuine Products.

- 8.2 **Services.** Cisco does not offer for sale or otherwise any kind of services 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.
- 8.3 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 will immediately terminate all associated services and/or warranty support for such Non-Genuine Product and may pursue other available legal remedies. No refund will apply for terminating all associated services support for Non-Genuine Products.
- 8.4 **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 <https://network.cisco.com/c/en/us/buy/cisco-capital-finance/refresh/overview.html>) and related software licensing (found at <https://network.cisco.com/c/en/us/products/network-sw-relicensing-program.html#~policy#~using>) do not apply to any Non-Genuine Products. Hence, sections (8.1) and (8.2) above are equally applicable to Non-Genuine Products that have been subjected to any type of refurbishment efforts.
- 8.5 **Inspections.** Cisco does not offer, authorize, or endorse any kind of used equipment inspection or recertification for Non-Genuine Products.
- 8.6 **Return Material Authorization.** Cisco does not accept Non-Genuine Products as a part of Cisco's Return Material Authorization ("RMA") process for Advance replacements. Non-Genuine Products sent to Cisco either directly or via a Cisco-authorized reseller will not qualify as meeting Cisco's RMA requirements and may be subject to destruction.
- 8.7 Any Hardware or Software that has been identified as a Non-Genuine Product will be appropriately identified in Cisco's databases as ineligible for any kind of warranty or service support.
- 8.8 Cisco assumes no obligation or liability for Non-Genuine Products.
- 8.9 If, per Cisco's Advance Replacement services and warranty support, You receive a replacement Product from Cisco and then improperly returns to Cisco a Non-Genuine Product, Cisco retains the right to invoice You for a genuine Cisco replacement Product. Additionally, Cisco may pursue other available actions, including but not limited to termination of Your support contract.
- 8.10 Cisco encourages the removal of all Non-Genuine Products from Your Network to reduce risks associated with keeping Non-Genuine Products in the Network.

9. Third-Party Repair Sources: Cisco Warranty and Service Support Implications

Cisco Systems® holds ISO 9000 and ISO 14000 certifications and strives to ensure the highest levels of product quality and Your satisfaction. Cisco® contracts with qualified service repair companies worldwide to maintain ISO certifications and provide End User satisfaction. These companies (as subcontractors to Cisco) provide support in connection with Cisco warranty and service contract obligations.

9.1 Cisco employs the authorized repair companies to evaluate, repair, or replace parts or products, including FRUs. An FRU is any component or subassembly of an item, or unit of a product manufactured by Cisco that can be replaced in the field. Example items include chassis, pluggable modules, power supplies, and product-specific printed circuit board assemblies such as line cards.

9.2 Cisco authorized service repair partners receive specialized, ongoing training to competently provide product evaluation, refurbishment, and testing support. Cisco grants these partners access to certified replacement parts, such as the following:

- (a) Engineering Change Order (ECO) processes for latest updates;
- (b) Test plans and procedures developed by Cisco engineers;
- (c) Dynamic burn-in chambers and profiles;
- (d) Fully integrated, automated, and operational test stations in support of the test; plan, including all commercial test systems required
- (e) Auto test Scripts, which control the testing process and data gathering;
- (f) Test methodologies such as those specific to a product family and defined by Cisco, which would include tests for structural integrity, functionality, optical parametrics, and live traffic; and,
- (g) A quality assurance program that verifies product functions and reliability without compromising Your needs.

10. Third-Party Repair Sources

10.1 Cisco authorized service repair partners should be distinguished from third-party repair businesses who offer their own brand of repair or other services for Cisco Products. The third-party repair businesses referenced here should also be distinguished from Cisco Authorized Channel partners and resellers per Cisco Channel Partner Program.

- (a) Cisco does not offer or provide any warranty for products that are repaired by such third-party service repair businesses. Unauthorized repair voids the Cisco Warranty Entitlement. End Users who elect to use such third-party repair sources do so at their own risk.
- (b) Cisco does not “certify,” “authorize,” “endorse,” or “recommend” any third-party service repair businesses and cannot validate or otherwise comment upon their competencies, capabilities, or qualifications.
- (c) Cisco does not offer or provide any replacement or spare parts to third-party service repair businesses.
- (d) All Cisco software license grants are to End Users and are non-transferable. See Cisco Software General Terms at <https://network.cisco.com/c/en/us/products/end-user-license-agreement.html>, including the provisions that prohibit the transfer, assignment, or sublicense of the license to any other person, or to use the Software on unauthorized or second-hand Cisco equipment.

10.2 When You report a product fault or defect and Cisco determines that the fault or defect can be traced to the use of a third-party repair business, Cisco retains the right to withhold support under warranty or a Cisco support program, such as Smart Net Total Care[®] services.

- (a) Cisco reserves the right to charge You for services provided to You when Cisco determines, after having provided such services, that the root cause of the defective product was due to a third-party vendor or a third-party-vendor-supplied product. If Cisco concludes that the fault or defect is not attributable to the use of a third-party repair company, Cisco will continue to provide support for the affected product under warranty or covered by a Cisco support program.
- (b) End Users who choose to install or use third-party components including, but not limited to, memory, cables, or pluggable modules, do so at their own risk.
- (c) For more information about Cisco’s Limited Warranty, see: <https://network.cisco.com/c/en/us/products/warranty-listing.html>.

Glossary

1. “Authorized Channel” includes:

1.1 Cisco sales directly to You;

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- 1.2 Cisco sales to Cisco Channel Partners (who sell directly to You, or within the European Economic Area (EEA) also to other Cisco Channel Partners or Distributors); and,
 - 1.3 Cisco Distributors (who sell to Cisco Channel Partners who resell to You, 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.
 - 1.4 Note: For Cisco Channel Partners in the EEA, this includes sales to parties within all the EEA.
2. “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: <https://www.ciscochannelconnect.com/DistiLocator> as updated from time to time by Cisco.
 3. “Cisco Channel Partners” means the Cisco Registered, Certified (Gold, Silver, Premier, Select, etc.), 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: <https://locatr.cloudapps.cisco.com/WWChannels/LOCATR/openBasicSearch.do> , as updated from time to time by Cisco.
 4. “Destroyed” means Cisco products that have been determined to have been “destroyed” under any circumstances, and declared as such, including, but not limited to, accident or natural causes (e.g., earthquake, hurricane, fire, flood, or other exposure to adverse environmental conditions) or due to any negligent or wilful or unlawful act or omission to act (including acts of terrorism and/or or exposure to harmful substances, conditions, or materials).
 - 4.1 “Destroyed” can also mean those products that have been identified as “destroyed” by You, authorized Cisco reseller, distributor, or other third party (e.g., insurance carrier for You) that legally takes possession or title to the “destroyed” products, on a Certificate of Destruction that is provided to Cisco.

5. “FRU” means Field Replaceable Unit.
6. “Illegally Imported Product(s)” means new or used Cisco products that are imported into specific country or region without Cisco’s consent, in violation of applicable laws and Cisco intellectual property rights.
7. “Non-Genuine” means any Cisco product:
 - 7.1 to which a Cisco Partner logo, Cisco trademark, service mark or any other Cisco mark has been affixed without Cisco’s express written consent;
 - 7.2 (ii) that have not been manufactured by Cisco or by a licensed manufacturer of Cisco;
 - 7.3 (iii) are produced with the intent to counterfeit or imitate a genuine Cisco Product, or
 - 7.4 (iv) where any form of copyright notice, trademark, logo, confidentiality notice, serial number or other product ident.
8. “Scrapped” means any Cisco product that has reached the end of its useful life or which, for quality control or other reasons, Cisco designates for disposal by Cisco or a Cisco authorized repair partner.
9. “Stolen” means any Cisco product that You have 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 You or law enforcement authorities as to the status of the relevant product.
10. “Unauthorized” means new or used Cisco products that are sourced and/or sold outside Cisco’s Authorized Channels network.

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San Jose, CA

Asia Pacific Headquarters
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Singapore

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Cisco Systems International BV Amsterdam,
The Netherlands

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