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

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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.

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