



Third Party Maintenance Services and purchase of Cisco products outside the Authorized Chanel

Frequently Asked Questions

Note: This FAQ document was last updated in June 2020.

Q. Who is authorized to resell Cisco services?

A. Cisco and Cisco Channel Partners are authorized to resell Cisco services. To verify whether a particular company is a Cisco Channel Partner, please visit Cisco Partner Locator at: <https://locatr.cloudapps.cisco.com/WWChannels/LOCATR/openBasicSearch.do>

Q. What is a Third Party Maintenance Provider?

A. A Third Party Maintenance Provider is a company that is not a Cisco Channel Partner and offers maintenance services for Cisco products.

Q. What happens if I source spare parts from a Third Party Maintenance Provider?

A. If you decide to source spare parts for your Cisco products from a Third Party Maintenance Provider, you may be taking the following risks:

- Your Cisco product may not have a valid software license. The license is subject to the terms of Cisco's End User License Agreement available at: https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html

Under the Cisco's End User License Agreement, Cisco products have a valid software license provided they have been purchased from either Cisco or a Cisco Channel Partner, unless they fall into any of the exceptions contained in the Cisco Software License Transfer and Re-Use Policy available at: https://www.cisco.com/c/dam/en_us/about/doing_business/legal/policy/Cisco_Software_Transfer_and_Relicensing_Policy.pdf.

- Your Cisco product will not be entitled to all bug fixes, patches and software updates. Only Cisco or Cisco Channel Partners are authorized to offer all bug fixes, patches and software updates.
- You may obtain counterfeit, used and/or improperly constructed or maintained spares that may not perform in accordance with their specifications.

Q. If I buy Cisco product from a company who is not a Cisco Channel Partner, will I have a valid software license?

A. No, unless the Cisco product successfully passes an inspection and any applicable relicensing fees are paid or it meets an exception contained in Cisco's Software License Transfer and Re-Use Policy.

Q. Within the European Economic Area (EEA) and Switzerland, Cisco's Software Transfer and Re-Use Policy states that no fee is applicable to transfers of Cisco software. If I purchase a second-hand Cisco product in the EEA and Switzerland, will it have a valid software license?



A. Yes, provided that Cisco product has been sold for the first time in the EEA and Switzerland by Cisco (or with its consent, by one of Cisco Channel Partners) and it has not been modified or otherwise tampered with. Therefore, if the Cisco product was first sold outside the EEA and Switzerland (e.g. China) and imported into the EEA and Switzerland without Cisco's consent, such product does not have a valid software license unless it successfully passes an inspection and applicable relicensing fees are paid. Similarly, if the Cisco product was modified post-manufacture without Cisco's consent, the product would not have a valid software license. Cisco requests that you file an informative license transfer form in accordance with Cisco Software License Transfer and Re-Use Policy.

Q. If I buy Cisco product from a company who is not a Cisco Channel Partner, is that product eligible for support services from Cisco?

A. If you purchase a Cisco product from a company who is not a Cisco Channel Partner, such product is not automatically eligible for Cisco support services. Cisco must first evaluate the product's eligibility to receive support services (i.e., to ensure that product is genuine, no changes have been made to the Cisco hardware or software, and to confirm that the product still functions according to Cisco's specifications). Cisco's policy is to charge an inspection fee for this evaluation. Please, visit the policy at the following link for more information: http://www.cisco.com/en/US/prod/hw_sw_relicensing_program.html

Q. If I do not purchase support services from Cisco, will I have access to certain bug fixes, patches or updates?

A. Cisco may provide bug fixes, patches or updates to a customer without charge even if the customer did not purchase support services from Cisco. For example, Cisco maintains a security vulnerability policy whereby Cisco makes available to its customers (without charge) patches for certain identified security vulnerabilities. In addition, certain Cisco products may provide access to certain bug fixes patches and updates. Customers who do not have a support services contract and wish to obtain bug fixes, patches, or updates are asked to provide the serial numbers for impacted product(s) and the link to the specific security advisory notice from Cisco.com. Customers must have a software license for the impacted product(s), per the Cisco End User License Agreement, or must purchase a valid software license from Cisco or a Cisco Channel Partner prior to accessing and installation of the patch or updated software.

Q. I'm a nationwide (US) company and have been approached by a company who is not a Cisco Channel Partner. This company informs me that Cisco's licensing policy in the US is illegal because it violates the "first sale doctrine". Is this true?

A. No, this is incorrect. The United States Court of Appeals for the 9th Circuit upheld the right of intellectual property owners such as Cisco to place reasonable restrictions on the licensing (and transferability) of their software, even where embedded in hardware, in the landmark case of Autodesk v. Vernor. In Vernor, the Court ruled that when a company sells its software with a license agreement (as Autodesk did - and as Cisco does), then the original user of the software is a licensee and not an owner. This means that the original user cannot transfer/sell the software without the permission of the owner of the intellectual property being licensed (i.e., AutoDesk or Cisco). In sum, the entity that is trying to sell you the hardware does not own the software on the product - and therefore has no rights to sell it to you. This means that if you purchased the product from that seller, your company would not have a license to use the software and would be in violation of Cisco's intellectual property rights. Cisco's licensing policy is in alignment with this legal precedent.

Q. I am the lawful owner of a genuine Cisco product. Do I have to purchase Cisco support services in order to get new versions of software containing fixes as well as updates and upgrades?

A. No. There are a variety of ways a customer may obtain new versions of software containing fixes as well as updates and upgrades for a genuine Cisco product lawfully owned by such customer. As noted



elsewhere in this FAQ, Cisco may provide new versions of software containing fixes and updates (but not upgrades) to customers without charge in certain instances. A customer may also purchase, irrespective of an existing support service contract, from Cisco or a Channel Partner a single software image for the operating system software that is listed on Cisco's published Global Price List. As per the terms of Cisco's End User License Agreement, any such purchase of subscription services and/or a single software image will apply only to the single device (by serial number) for which such subscription or image has been purchased. The purchase of software images is available to all customers regardless of whether such customer has purchased a support services contract from Cisco or a Cisco Channel Partner.

*** End of FAQ ***