



APPENDIX F2 TO DIR CONTRACT NO. DIR-TSO-2542

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.



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