



## 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.
- Services that require specific nationality, citizenship, language or any security clearance (ie, secret, top secret) in a foreign country by Cisco personnel or its subcontractors, unless otherwise expressly agreed by Cisco.
- 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., batteries, 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 each 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 for Product for which a valid license for the Product is not in place or which was purchased from a source other than Cisco or its authorized resellers. Cisco reserves the right to either suspend support service contract associated with such Products until such time as any applicable inspection is conducted and any applicable relicensing fees are paid for such Products, or to terminate the support service contract.
- Services for Product that Cisco determines is Non-Genuine Product. Cisco reserves the right to terminate any associated support service contract with immediate effect, and any replacement parts or other materials made available in connection with that Non-Genuine Product must be returned to Cisco.
- Services for Products where the services are entitled to parties other than the requestor
- Support or replacement of Product that was inoperable prior to purchase of a maintenance contract with Cisco.
- Services for Products for which a valid maintenance contract is not in place
- Services for Products in which the entitled party has not initiated the service request.
- Support of Product beyond the identified End of Support (EOS) date regardless of whether such Product has been included in any Chassis-based service pricing.
- 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, SNTC or Small Business Support Services provided by Cisco and is only supported under the Software Application Services (SAS/U) or Cisco Software Support Service (SWSS) service description unless otherwise specified by Cisco.
- Open source community supported project software editions are not considered as production-ready Open Source by Cisco and are not supported by Cisco under a service contract.

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.