Public Non-Entitlement Policy

Consolidated from previous documents

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Capitalized terms are defined in the Glossary of Terms.
## Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1 - SERVICES NOT COVERED and WARRANTY EXCLUSIONS</td>
<td>3</td>
</tr>
<tr>
<td>Section 2 - NON-ENTITLEMENT TO CISCO WARRANTY AND SERVICE SUPPORT OF DESTROYED, STOLEN, OR SCRAPPED CISCO PRODUCTS</td>
<td>5</td>
</tr>
<tr>
<td>Section 3 - NON-ENTITLEMENT TO CISCO WARRANTY AND SERVICE SUPPORT OF SECONDARY MARKET PRODUCTS</td>
<td>7</td>
</tr>
<tr>
<td>Section 4 - NON-ENTITLEMENT TO CISCO WARRANTY AND SERVICE SUPPORT OF NON-GENUINE CISCO PRODUCTS</td>
<td>9</td>
</tr>
<tr>
<td>Section 5 - THIRD PARTY REPAIR SOURCES: CISCO WARRANTY AND SERVICE SUPPORT IMPLICATIONS</td>
<td>11</td>
</tr>
<tr>
<td>Section 6 – THIRD PARTY COMPONENTS</td>
<td>12</td>
</tr>
</tbody>
</table>
Section 1 - SERVICES NOT COVERED and WARRANTY EXCLUSIONS

General Conditions

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

- Services and Warranty are only provided for generally available Products and Software releases/versions, unless agreed otherwise in writing.
- Services for Products for which a valid maintenance contract is not in place.
- Services or Warranty coverage for Products with an expired Warranty coverage date and no active Service contract.
- Services or Warranty coverage for Products for which a valid license for the Product is not in place or Product which was purchased from a source other than Cisco or its authorized resellers. Cisco reserves the right to either 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 to terminate the support service contract and/or Product Warranty.
- Services for Product that Cisco determines is Non-Genuine Product. 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.
- Services that require specific nationality, citizenship, language or any security clearance (i.e., secret, top secret) in a foreign country by Cisco personnel or its subcontractors, unless otherwise expressly agreed in writing by Cisco.
- Service for Products that are installed outdoors or that are installed indoors but require specialized equipment to perform such Service. Cisco is not responsible for supplying such specialized access equipment and will not perform Service until Customer provides access meeting applicable workplace safety rules.
- Services for non-Cisco Software installed on any Cisco Product.
- Services performed at domestic residences.
- Services or Warranty for Products where the services are entitled to parties other than the requestor.
- Services for Products in which the entitled party has not initiated the service request.
- 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.
- Support or replacement of a 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 willful act or omission by you or use by you other than
as specified in the applicable Cisco-supplied documentation; (v) intentional permanent cosmetic alterations; or (vi) an act or omission of a third party.

- Support or replacement of Product that was inoperable prior to purchase of a maintenance contract with Cisco.
- 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.
- Furnishing of supplies, accessories or the replacement of expendable parts (e.g., batteries, cables, blower assemblies, power cords, and rack mounting kits).
- Cisco uses solid state drives from a number of 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.
- 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 troubleshooting each failed Hardware down to the FRU level.
- Any Hardware or third-party product upgrade required to run new or updated Software.
- Any customization of, or labor to install, Software and Hardware (including installation of Updates).
- Any expenses incurred to visit End User’s location, except as required during escalation of problems by Cisco.
- Electrical or site work external to the Products.
- Erasure or other removal of any customer or third-party data on Products (or parts thereof) returned, repaired or otherwise handled by Cisco.
- 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.

**Time & Materials**

- Additional Services are provided at the then-current time and materials rates.

**Publication**

The latest version of this document will be available in English and en Francais as part of the Warranty Web site.
Section 2 - NON-ENTITLEMENT TO CISCO WARRANTY AND SERVICE SUPPORT OF DESTROYED, STOLEN, OR SCRAPPED 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 or 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, 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 resellers and distributors 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, accident or natural 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 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.

3. “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.

4. “Scrapped Product” means any Cisco product that has reached the end of its useful life or which, for quality control or other reasons, Cisco determines should become waste and is designated for, or actually is, disposed of by Cisco or designated Cisco authorized repair partners.
D. Policy:


2. Services. Cisco does not offer for sale or otherwise any services whatsoever for Destroyed, Stolen, or Scrapped Products. None of Cisco’s service offerings (as set forth on any of Cisco’s price lists) applies to any Destroyed, Stolen, or Scrapped Products.

3. Any and 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 shall immediately terminate any and all associated services and/or warranty support for such Destroyed, Stolen, or Scrapped 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 Destroyed, Stolen, or Scrapped Products. Cisco’s Authorized Refurbished Equipment Program (found at https://www.cisco.com/c/en/us/buy/cisco-capital-finance/refresh/overview.html) and related software licensing (found at https://www.cisco.com/c/en/us/products/hw-sw-relicensing-program.html#~policy#~using) do not apply to any Destroyed, Stolen, or Scrapped Products. Hence, sections D (1) and (2) above are equally applicable to Destroyed, Stolen, or Scrapped 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 Destroyed, Stolen, or Scrapped Products.

6. Return Material Authorizations. Cisco does not accept Destroyed, Stolen, or Scrapped Products as a part of Cisco’s Return Material Authorization (“RMA”) process for Advanced Replacements. Destroyed, Stolen, or Scrapped 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 Cisco product that has been identified as a Destroyed, Stolen, or Scrapped 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, reported theft, or scrapping shall immediately become void and terminate upon such destruction.

3. Cisco shall assume no obligation or liability for Destroyed, Stolen, or Scrapped 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, Stolen, or Scrapped 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, Stolen, or Scrapped Products from customer networks in order to eliminate or reduce risks associated with keeping such Destroyed, Stolen, or Scrapped Products in the networks.

Section 3 - NON-ENTITLEMENT TO CISCO WARRANTY AND SERVICE SUPPORT OF SECONDARY MARKET PRODUCTS

INTRODUCTION

This document describes the Cisco Systems® policy for supporting Cisco® products that fall within the category of “Secondary Market” products, as described herein.

Cisco’s policy is intended to support and be consistent with other relevant Cisco policies and programs, including, but not limited to, those regarding:

- All other Cisco policies referred to in this document.

A. Scope:

This policy for the support of secondary market products applies globally.

B. Policy Definitions:

1. “Secondary Market Product(s)” means new or used Cisco products that are sourced and/or sold outside Cisco’s Authorized Channels Network.

2. “Authorized Channel Network” includes:

   1. Cisco sales directly to End User Customers;
   2. Cisco sales to Cisco Channel Partners (who sell directly to End User Customers, or within the European Economic Area (EEA) also to other Cisco Channel Partners or Distributors); and
   3. Cisco Distributors (who sell to Cisco Channel Partners who resell to End User Customers, 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.

   **Note:** For Cisco Channel Partners in the EEA, this includes sales to parties within all the EEA.
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://tools.cisco.com/WWChannels/LOCATR/jsp/partner_locator.jsp, as updated from time to time by Cisco.

4. “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://tools.cisco.com/WWChannels/LOCATR/jsp/distributor_locator.jsp, as updated from time to time by Cisco.

5. “End User Customer” means the business entity identified by the party placing the applicable purchase order with Cisco as the initial end user of the Cisco Product in question.

C. Policy

1. Services or Warranty. For Secondary Market Products to become eligible for Cisco warranty or support services, Cisco requires that an inspection of such Secondary Market Products (per Cisco’s inspection program) is carried out, that the equipment passes said inspection, and that appropriate proof is provided to Cisco showing that the appropriate software license fees have been paid for the said Secondary Market 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 Secondary Market Products in question. Other fees, such as those for reinstatement of services, may also apply.


3. Inspection Fees. Contact your local Cisco service account representative for more information about Cisco’s inspection fees and process.

D. Policy Implications

1. Any Secondary Market Product is ineligible for any kind of Cisco warranty or service support unless it becomes eligible through inspection, licensing, and other applicable processes. Furthermore, Cisco reserves the right to terminate or deny service coverage if it determines that product was purchased outside of Cisco’s authorized channel.

2. Cisco assumes no obligation or liability for Secondary Market Products, except as detailed in service contracts written after such products have been inspected and appropriate software licenses have been purchased.
3. Cisco may (a) invoice the customer for the then-current list price for the genuine Cisco replacement product; and (b) pursue other available actions, up to, and including, termination of the customer’s support contract when:

(i) a customer receives a replacement product from Cisco and

(ii) returns to Cisco an ineligible Secondary Market Product (one that has not been inspected or correctly licensed) instead of the actual defective Cisco product for which the advanced replacement product was provided.

4. Cisco encourages customers to check the source and quality of the products they purchase, in order to reduce risks associated with using such Secondary Market Products in their networks (that is, unknown origin may mean unknown quality and hence unknown risks). In addition, Cisco encourages customers to check eligibility of Secondary Market Products for Cisco support and the validity of the applicable software licenses for those products.

Section 4 - NON-ENTITLEMENT TO CISCO WARRANTY AND SERVICE SUPPORT OF NON-GENUINE 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 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.

B. Scope:

This policy applies globally.

C. Definitions:

1. “Non-Genuine Product” means any Cisco product:

   (a) to which a Mark has been affixed without Cisco’s consent or in violation of Cisco policies;

   (b) that do not originate from Cisco or are produced without the approval of Cisco; and

   (c) that are generally produced, marked or labeled as counterfeits or imitations of a genuine Cisco product with the intent to counterfeit or imitate a genuine Cisco product and

   (d) are distributed or sold as authorized Cisco products when they are not.
2. “Marks” means the mark CISCO and the other trademarks, logos and service marks of Cisco and any of its affiliates, as identified at https://www.cisco.com/c/en/us/about/brand-center.html. “Marks” also means the Cisco Registered Partner logo, and each of the Cisco Certified Partner marks for which Cisco’s certified partners may qualify, as further described at https://www.cisco.com/go/partner/logo.

D. Policy:


2. Services. Cisco does not offer for sale or otherwise any kind of services whatsoever 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.

3. Any and 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 shall immediately terminate any and all associated services and/or warranty support for such Non-Genuine Product, and pursue other available legal remedies.

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://www.cisco.com/c/en/us/buy/cisco-capital-finance/refresh/overview.html) and related software licensing (found at https://www.cisco.com/c/en/us/products/hw-sw-relicensing-program.html#~policy~#~using) do not apply to any Non-Genuine Products. Hence, sections D(1) and (2) above are equally applicable to Non-Genuine 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 Non-Genuine Products.

6. Return Material Authorizations. Cisco does not accept Non-Genuine Products as a part of Cisco’s Return Material Authorization (“RMA”) process for Advanced Replacements. Non-Genuine Products sent to Cisco either directly or via a Cisco-authorized reseller shall not qualify as meeting Cisco’s RMA requirements and may be subject to destruction.

E. Policy Implications:

1. Any hardware or software that has been identified as a Non-Genuine Product shall be appropriately identified in Cisco’s databases as ineligible for any kind of warranty or service support whatsoever.

2. Any warranty support or services for a Product determined to be Non-Genuine is void.

3. Cisco assumes no obligation or liability whatsoever for Non-Genuine 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 Non-Genuine 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. Cisco encourages the removal of any and all Non-Genuine Products from customer networks in order to eliminate or reduce risks associated with keeping such Non-Genuine Products in the networks.

Section 5 - THIRD PARTY REPAIR SOURCES: CISCO WARRANTY AND SERVICE SUPPORT IMPLICATIONS

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

Cisco employs the authorized repair companies to evaluate, repair, or replace parts or products, including field replaceable units (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. Examples would be chassis, pluggable modules, power supplies, and product-specific printed circuit board assemblies such as line cards.

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, and to the following:

- Engineering Change Order (ECO) processes for latest updates
- Test plans and procedures developed by Cisco engineers
- Dynamic burn-in chambers and profiles
- Fully integrated, automated, and operational test stations in support of the test plan, including all commercial test systems required
- Auto test scripts, which control the testing process and data gathering
- 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.
- A quality assurance program that verifies product functions and reliability without compromising customers’ needs

THIRD-PARTY REPAIR SOURCES
Cisco authorized service repair partners (as previously described) 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.

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.

Cisco does not offer or provide any replacement or spare parts to such third-party service repair businesses.

Cisco does not offer or provide any warranty for products that are repaired by such third-party service repair businesses. Customers who elect to use such third-party repair sources do so at their own risk.

All Cisco software license grants are to end-user purchasers and are non-transferable. See Cisco Software End User License Agreement terms (EULA) at https://www.cisco.com/c/en/us/products/end-user-license-agreement.html, including the “General Limitations” provisions that prohibit the transfer, assignment, or sublicense of the license to any other person, or to use the Software on unauthorized or secondhand Cisco equipment.

When a customer reports 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 SMARTnet® services.

Additionally, Cisco reserves the right to charge the customer the then-current time-and-materials rates for services provided to the customer 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.

Customers 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. For more information about Cisco’s Third-Party Component policy, see https://www.cisco.com/en/US/products/prod_warranties_item09186a00800b5594.html.


Section 6 – THIRD PARTY COMPONENTS

Cisco Guideline:

Third Party Components Support

The Cisco guideline for support and warranty services for the use of third-party memory, cables, Gigabit Interface Controllers (GBICs), filters, or other non-Cisco components is as follows:

When a customer reports a product fault or defect and Cisco believes the fault or defect can be traced to the use of third-party memory products, cables, GBIC’s, filters, or other non-Cisco components by a customer or reseller, then, at Cisco’s discretion, Cisco may withhold support under warranty or a Cisco support program such as SMART Net Total care™ service.

When a product fault or defect occurs in the network, and Cisco concludes that the fault or defect is not attributable to the use of third-party memory, cables, GBICs, filters, or other non-Cisco components installed
by a customer or reseller, Cisco will continue to provide support for the affected product under warranty or covered by a Cisco support program.

The nature of the defect or error is the key to determining Cisco support obligations.

Cisco also reserves the right to charge the customer per then current time and material rates for services provided to the customer when Cisco determines, after having provided such services, that the root cause of the defective product was caused by a third-party vendor supplied product.

This Public Policy Document follows Cisco Internal Policy as detailed in EDCS# 12001054.

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