

## **CISCO DISCLOSURE/DISCLAIMER AGREEMENT**

This Cisco Disclosure/Disclaimer Agreement is between SF&B, LLC, (“SF&B”), and the company whose name is listed below, (“Company”).

All Cisco product shipped by SF&B to or on behalf of Company will be in shipped in unopened original New Cisco original packaging with part numbers and serial numbers on the shipping label. SF&B provides a 30 day free replacement warranty for each product purchased by Company from SF&B.

Cisco is not the original equipment manufacturer of product labeled Cisco. Cisco authorizes product manufacturing plants to manufacture product and to label the manufactured product as original Cisco product. Some of the manufacturing plants Cisco authorizes are not in the United States. Cisco periodically sells excess inventory of authentic and legitimate Cisco product at very low prices to authorized resellers of Cisco product. Then the authorized resellers of Cisco product sell authentic Cisco product to non-authorized resellers of Cisco products. Suppliers of SF&B have relationships with authorized resellers of Cisco product. SF&B is able to capitalize on this excess inventory opportunity and pass the savings onto the Company. SF&B is a non-authorized reseller of Cisco product.

SF&B will ship Cisco labeled product in unopened original New Cisco Original packaging with part numbers and serial numbers on the shipping label. If Cisco becomes involved, Cisco will allege most anything to disrupt the sale especially to government agencies that purchase authentic and legitimate Cisco products outside Cisco authorized channels. Cisco has alleged, among other things, the product is “not new authorized product from Cisco”, switches bearing the same serial numbers have previously been sold by Cisco to other end-users, Cisco does not duplicate serial numbers on genuine product, Cisco has confirmed the same serialized switches are still in use elsewhere, and the product is counterfeit. The allegations by Cisco seem intended only to disrupt the sale. Cisco will not provide information to the end-user or to the Company verifying Cisco’s allegations which may destroy the sale leaving the end-user and the Company in a predicament.

SF&B is not able to confirm all Cisco product is Smartnet eligible. Smartnet eligibility is determined solely by Cisco. “New” or “used” is not the determining factor of whether Cisco will support a particular product. A significant factor in determining the eligibility of the Cisco Smartnet warranty is based upon the procurement process rather than the fact the product is valid and genuine, i.e., the product was not purchased new from a Cisco factory or from an authorized Cisco distributor or reseller. If the product is sourced from outside Cisco authorized channels, Cisco reserves the right not to support the product. Products purchased outside Cisco authorized channels do not come with a valid Cisco hardware warranty and are not automatically eligible for a Cisco Smartnet warranty contract.

In addition, when authentic and legitimate Cisco product is not purchased through authorized sales channels, Cisco will threaten to cancel valid warranties on products currently supported by Cisco if the product not purchased through authorized channels is inserted into a

currently supported product. Under no circumstances is SF&B a part of or party to any dispute between Company and Cisco.

By the signature below, the signing party on behalf of the Company acknowledges having read and agrees to and intends to be bound by the online SF&B, LLC Terms and Conditions of Sale, the Company's purchase order, the SF&B Order Confirmation or invoice, the Cisco Disclosure/Disclaimer Agreement, the Credit Application, and the Individual Guarantee which are the exclusive terms and conditions governing the sale and purchase transaction between SF&B and Company and shall not be modified in any way except by a writing signed by both SF&B and Company.

Accepted by:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Date \_\_\_\_\_