Offer Description: Cisco+ Hybrid Cloud

This Offer Description (the “Offer Description”) describes Cisco+ Hybrid Cloud ("Hybrid Cloud"). Your subscription is governed by this Offer Description, the Cisco+ End User Terms and Conditions (the “End User Terms”, available here), and the Cisco End User License Agreement (the “EULA”, available at www.cisco.com/go/eula) (or similar terms existing between you and Cisco) (the “Agreement”). In the event of a conflict, the order of precedence is as follows, first this Offer Description, then the End User Terms, and finally the EULA. Capitalized terms used in this Offer Description and/or the Order not otherwise defined herein have the meaning given to them in the Agreement.

1. Description

Hybrid Cloud combines data center Hardware, Software and Support Services into a single as-a-service solution. Hybrid Cloud provides flexible consumption for an on-premises data center infrastructure.

2. Supplemental Terms and Conditions

2.1. Hybrid Cloud Bundles

Hybrid Cloud subscriptions comprise bundles of Software, Hardware, and Support Services sold on a Pay-As-You-Grow or Pay-As-You-Use basis. Fees and units of measure for Reserve Capacity and On-Demand Capacity, if any, may differ. Drive retention services are not included and may be purchased separately.

2.2. Cisco Intersight

All Hybrid Cloud bundles are enabled by Cisco Cloud Services delivered by the Intersight Platform ("Intersight") and are subject to the Intersight Offer Description (available here). Intersight tracks On-Demand Capacity usage. You will ensure proper operation of Intersight by the Start Date and throughout the Subscription Term. Cisco will notify You if Cisco is unable to monitor Your usage via Intersight, and You will resolve any monitoring issues within five days of that notification. Cisco reserves the right to invoice You for 100% of the On-Demand Capacity until the Intersight monitoring can resume.

3. Data Protection

The Intersight Privacy Data Sheets (available here) describe the Personal Data that Cisco collects and processes as part of the delivery of the Cloud Services. For further information on how Cisco processes, uses and protects all categories of data, please visit Cisco’s Security and Trust Center.

4. Definitions

“On-Demand Capacity” means the capacity You consume above the Reserve Capacity, charged based on actual usage.

“Pay-As-You-Grow (PAYG)” means a pricing model comprised of Reserve Capacity and On-Demand Capacity. For each billing period in which Reserve Capacity is exceeded, the Peak Usage is added automatically to the Reserve Capacity for the next billing period. This sets a new committed baseline for Reserve Capacity through the end of Your Subscription Term regardless of how much of the Reserve Capacity is used during each subsequent billing period (except in the case of a resolved Intersight monitoring issue). Unless otherwise agreed between You and Your Approved Source, no contract modifications are needed for these automatic increases to Reserve Capacity; each invoice will note the new Reserve Capacity and act as a change order.

“Pay-As-You-Use (PAYU)” means a pricing model comprised of Reserve Capacity that remains constant during Your Subscription Term and On-Demand Capacity that fluctuates during each billing period. You may increase
Reserve Capacity during Your Subscription Term, effective as of the next billing period, by executing an amendment or change order. In doing so, You commit to pay for such increased Reserve Capacity through the remainder of the Subscription Term.

“Peak Usage” means the largest amount of On-Demand Capacity used on any day of a billing period.

“Reserve Capacity” means the usage capacity for which You are obligated to pay for the duration of the Subscription Term regardless of actual usage. Fees for Reserve Capacity will not be reduced if You do not use any or all the Reserve Capacity during a billing period.