Offer Description – Product
Compute Hardware as a Service

This Offer Description is part of the Cisco General Terms (available here) or similar terms existing between You and Cisco (the “Agreement”). Capitalized terms, unless defined in this document, have the meaning in the Agreement. References to the Software End User License Agreement or SEULA in the Agreement mean Offer Description.

1. Summary

Compute Hardware as a Service (the “Product”) provides an as-a-service subscription that includes data center compute devices, a license for Cisco Intersight Platform, and support services.

2. Support and Other Services

Your purchase of the Product includes the support described in the Data Center Compute enrollment table in the Cisco CX Success Tracks Service Description (available here).

3. Data Protection

Privacy Data Sheets and Privacy Data Map. The Cisco Intersight Platform Privacy Data Sheet (available here) and Privacy Data Map (available here) describe the Personal Data that Cisco collects and processes as part of delivering the Product. The Cisco Customer Experience Cloud (CX Cloud) Privacy Data Sheet (available here) or Cisco Partner Experience Cloud (PX Cloud) Privacy Data Sheet (available here), as applicable, describes the Personal Data that Cisco collects and processes related to the services accompanying the Product.

4. Special Terms

4.1 The HaaS Terms and Conditions (“HaaS Terms”), attached to this Offer Description as Exhibit A, apply to this Product.

4.2 The Cisco Intersight Platform Offer Description (available here) applies to this Product.
Exhibit A: HaaS Terms and Conditions

These HaaS Terms and Conditions (the “HaaS Terms”) are Supplemental Terms to the Cisco General Terms (available here) and set out specific terms that apply to Your access to and use of Cisco Offers that include HaaS (defined below). Capitalized Terms, unless defined in this document, have the meaning in the General Terms.

1. Summary

HaaS is a Subscription Offer where You get the right to use HaaS for the Use Term by paying the applicable fees.

2. Shipping

2.1 Delivery. The Approved Source will deliver HaaS to the location indicated in the Order. Cisco is not responsible for the installation, maintenance, or repair of HaaS except as expressly stated in the Offer Description or as a separately purchased service.

2.2 Return. You must ensure all HaaS is Returned by the last day of Your Use Term. If You do not, Your Use Term will continue monthly until Cisco either (a) receives the Returned HaaS; or (b) receives payment from You equal to the list price for Cisco Refresh Hardware that is the same as or similar to the unreturned HaaS. Returns are subject to section 3.4 below.

3. Installation, Operation, and Care

3.1 Installation and Use. You will install HaaS according to Cisco’s instructions and use it in conformance with the Offer Description, Supplemental Terms, General Terms, and the Documentation. You will keep HaaS in good working order (reasonable wear and tear excepted) until it is Returned to Cisco. You will keep HaaS in a location that meets the environmental requirements (if any) specified in the relevant Documentation.

3.2 Changes. You may not make alterations or additions to HaaS except where they are (a) required by law; (b) recommended by Cisco in its Documentation (e.g., installing bug fixes); (c) a configurable element of HaaS; or (d) approved in advance by Cisco in writing. Any alterations or additions must be readily removable without damage to HaaS.

3.3 Location. You are not authorized to export HaaS or to move any HaaS outside the country specified in the Order. You may move HaaS within the country specified in the Order, if; (a) You send written notice to Cisco at least 30 days before the move; and (b) for HaaS SKUs that include multiple devices in a bundle (as opposed to individual SKUs for each device), all the bundled components comprising the SKU are moved together to one new site. You are responsible for any additional taxes or fees imposed on Your move and use of the HaaS in another location.

3.4 Risk of Loss. You bear the entire risk of loss, theft, or damage to HaaS from the time You receive HaaS until Returned to Cisco. You will notify Cisco in writing promptly if You become aware that HaaS has been lost, stolen, or damaged or has its functionality impaired due to corruption of software, firmware, or other causes.

3.5 Insurance. You will maintain levels of insurance sufficient to fully cover HaaS. Upon request, You will deliver to Cisco a certificate of insurance showing compliance with this requirement.

3.6 Data. You are responsible for backing up Customer Content (including data, configurations, and programs) on HaaS and for deleting it all before Return. Cisco will delete all Data (regardless of the type) from HaaS when Returned. Cisco will have no liability to You for any Data on HaaS upon return to Cisco. This includes Data that would otherwise be considered Confidential Information.
3.7 **Prohibited Actions.** You will not sell, assign, or lease, or outsource use of any HaaS unless it is expressly allowed by the Offer Description. You will not permit any security interest, lien, or encumbrance to attach to HaaS.

3.8 **Substitutions.** Cisco may replace, substitute, or update HaaS if such changes do not materially and adversely affect its functionality or performance.

4. **Definitions**

“HaaS” is an acronym for hardware as a subscription or hardware as a service, as applicable to the Offer, and means any Cisco-branded device obtained through an Approved Source and made available for Your use, where Cisco or its designee retain title to the device during Your Use Term. HaaS may include other Cisco Offers as described in the Offer Description.