

Offer Description for Cisco Intersight

OVERVIEW

The Cisco Universal Cloud Agreement (“**Agreement**”) and the terms herein govern Your use of **Cisco Intersight** (together with its associated support, the “**Cloud Service**”). A current copy of the Agreement is located at: <http://www.cisco.com/c/en/us/about/legal/cloud-and-software.html>. Unless defined within the text or Appendix A herein, capitalized terms used in this Offer Description are defined in the Agreement.

If the Cloud Service listed in this Offer Description is compatible for use with other Cisco products or service offerings not referenced herein, such other products and/or offerings may have additional license terms that apply to Your use of such products and offerings. You are also responsible for complying with the terms for such other Cisco products and offerings, as applicable. The terms set forth herein apply to the Cloud Service listed in this Offer Description whether purchased for use on a standalone basis, or purchased for use with such other Cisco products or offerings.

DESCRIPTION AND SUPPLEMENTAL TERMS

Description. Cisco Intersight is a systems management platform that allows IT organizations to analyze, simplify, and automate their data center environments through an intuitive user portal. Cisco Intersight integrates with existing on-premises UCS server hardware and UCS software managers (i.e., Cisco UCS Manager and the Cisco® Integrated Management Controller (IMC)) to remotely monitor the health and inventory of data center devices, install and configure devices, and conduct fault monitoring. Please consult the Documentation for further information on Intersight’s technical specifications, configuration requirements, features and functionalities.

Supplemental Terms.

A. **Technical Support.** Cisco will provide You with 24x7 Cisco Software Subscription Support Services for the Cloud Service, the current terms of which are located at: https://www.cisco.com/c/dam/en_us/about/doing_business/legal/service_descriptions/docs/Software_Subscription_Support.pdf.

B. **Scheduled Maintenance.** From time to time, Cisco performs scheduled maintenance to update the servers and software that are used to provide the Cloud Service. Cisco agrees to use reasonable efforts to provide You with prior notice of any scheduled maintenance in advance of any planned downtimes that would impact Your use of the Cloud Service. Notwithstanding the foregoing, You acknowledge that Cisco may, in certain situations, need to perform emergency maintenance of the Cloud Service without providing advance notice.

C. **Evaluation.** Trial access to the Cloud Service is available for a period of no longer than ninety (90) days. Trial Cloud Services are provided “AS-IS” without support or any express or implied warranty or indemnity of any kind. At any time during or at the end of the trial, Cisco may deactivate or delete Your account and any related data, information, and files, and bar any further access to such data, information and files for any reason.

D. Use Limits. You may not deploy or use the Cloud Service in a manner that (i) extends beyond the duration of the applicable subscription term (e.g. 1, 3, or 5 years), or (ii) without remittance of additional payments, exceeds any use limitations or other metrics related to Your license (e.g. device limits) as set forth in this Offer Description, an Order, SKU, product identifier (PID) or Documentation for the Cloud Service.

E. Cisco Use of Data. As part of Your use of the Cloud Service, You will be providing, making accessible to Cisco and/or generating through your use of the Cloud Service (i) Customer Data and (ii) Telemetry Data (all of the foregoing collectively shall be referred to herein as “Data”). You acknowledge and consent that Cisco may use Data for the purposes of (a) delivering, enhancing, customizing and/or supporting the Cloud Services; and (b) creating Statistical Data. Cisco may share Data (x) within Cisco and any of our worldwide subsidiaries and with our authorized contractors only for the above authorized purposes; (y) as necessary to comply with law and subject to Cisco’s policy on law enforcement requests at <http://www.cisco.com/c/en/us/about/trust-transparency-center/validation/report.html>; and (z) otherwise with Your written consent. Any Personal Data included in Data is defined in, and subject to, the terms set forth in the Agreement.

Some Data that Cisco collects from a Cloud Service, or that You provide or make accessible to Cisco as part of Your use of a Cloud Service, is necessary for the essential use and functionality of such Cloud Service. Data is also used by Cisco to provide associated services such as technical support and to continually improve the operation, security efficacy and functionality of the Cloud Services. For those reasons, You may not be able to opt out from some of the Data collection other than by uninstalling or disabling the Cloud Service.

F. Use of Statistical Data. You hereby grant Cisco a non-exclusive, transferable, irrevocable, worldwide, perpetual, royalty-free and fully paid-up license to use Statistical Data for any purpose whatsoever, including, without limitation, for purposes of enhancing, developing, marketing, and/or promoting Cisco products and services, including the Cloud Service.

G. Data Security. Cisco will maintain administrative, physical and technical safeguards consistent with industry standards and the Documentation, which are designed to provide security, confidentiality and integrity of the Data used by Cisco.

Appendix A

Definitions

“Documentation” means Cisco’s release notes, technical guides, data sheets and user documentation in hard copy or machine-readable form that describe the functionality and features of the applicable Cloud Service and/or the Software.

“Statistical Data” means any information/data that Cisco derived from Customer Data and/or Telemetry Data provided that such information/data is aggregated and/or de-identified such that it cannot reasonably be used to identify an individual or entity.