Offer Description: Cisco Intersight® Platform

This Offer Description (the “Offer Description”) describes the Cisco Intersight® Platform (the “Cloud Services”). Your subscription is governed by this Offer Description and the Cisco End User License Agreement located at www.cisco.com/go/eula (or similar terms existing between You and Cisco) (the “Agreement”). 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

The Cisco Intersight Platform is a systems management platform that allows IT organizations to analyze, simplify, and automate their data center and public cloud environments through an intuitive user portal. The Cloud Service includes the following offers:

*Platform Services.* 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. Platform Services includes the following:

- Intersight Portal
- Virtual Appliance
- REST API
- Mobile Application

*Infrastructure Services.* Integrates with certain Cisco and third-party solutions as described at https://intersight.com/help/supported_systems. Infrastructure Services include the following:

- UCS Server Management
- HyperFlex Management
- Intersight Workload Optimizer
- Intersight Cloud Orchestrator
- Intersight Kubernetes Service (IKS)
- Intersight Service for HashiCorp Terraform (IST)*

* Intersight Service for HashiCorp Terraform (IST) is an integration of the Cisco Intersight Platform with HashiCorp Terraform Cloud for Business (TFCB). TFCB is not included in the Intersight Infrastructure Cloud Services, but is purchased separately.

**API Integrations with Third-party Solutions**

- Cisco Intersight ITSM (Information Technology Service Manager) Plugin. See https://intersight.com/help/supported_systems.
- Customer-implemented integrations with third-party solutions making use of Cisco Intersight REST APIs.
2. **Supplemental Terms and Conditions**

2.1 Trial access to the Cloud Services is available for a period of no longer than 90 days.

2.2 You can only use IST, which is part of the Infrastructure Services, if you have purchased at least one HashiCorp Terraform Cloud for Business subscription from Cisco.

2.3 Certain services may be required for access to the Intersight Platform, but are not included in the Cloud Services, including:

- Cisco Smart Licensing
- Cisco ID
- Public Cloud Availability

3. **Data Protection**

The Cisco Intersight Privacy Data Sheet and Privacy Data Map (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. **Support & Maintenance**

The Cloud Services include phone support. Cisco will respond as set forth in the table below and may require information from You to resolve service issues. You agree to provide the information requested and understand that a delay in providing the information to Cisco may delay resolution and response time.

Phone Support provides Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist by telephone, or web case submission and online tools with use and troubleshooting issues.

The below table outlines Cisco’s Response Time objectives based on case severity. Cisco may adjust assigned case severity to align with the Severity definitions below.

<table>
<thead>
<tr>
<th>Software Support Service</th>
<th>Technical Support Coverage</th>
<th>Response Time Objective for Case Severity 1 or 2</th>
<th>Response Time Objective for Case Severity 3 or 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic with Phone Support</td>
<td>24x7 via Phone &amp; Web</td>
<td>Response within 1 hour</td>
<td>Response within next Business Day</td>
</tr>
</tbody>
</table>

The following definitions apply to this Section.

**Response Time** means the time between case submission in the case management system to support engineer contact.

**Severity 1** means the Cloud Service is unavailable or down or there is a critical impact to a significant impact to Case Submitter’s business operation. Case Submitter and Cisco both will commit full-time resources to resolve the situation.

**Severity 2** means the Cloud Service is degraded or significant aspects of Case Submitter’s business operation are negatively impacted by unacceptable software performance. Case Submitter and Cisco both will commit full-time resources during Standard Business Hours to resolve the situation.
Severity 3 means the Cloud Service is impaired, although most business operations remain functional. Case Submitter and Cisco both are willing to commit resources during Standard Business Hours to resolve the situation.

Severity 4 means minor intermittent functionality or performance issue, or information is required on the Cloud Service. There is little or no impact to Case Submitter’s business operation. Case Submitter and Cisco both are willing to provide resources during Standard Business Hours to provide assistance or information as requested.

Business Day means the generally accepted days of operation per week within the relevant region where the Cloud Services will be performed, excluding local holidays as observed by Cisco.

Local Time means Central European Time for support provided in Europe, Middle East and Africa, Australia’s Eastern Standard Time for support provided in Australia, Japan’s Standard Time for support provided in Japan and Pacific Standard Time for support provided in all other locations.

Standard Business Hours means 8am to 5pm Local Time at the location of the respective Cisco TAC, on Business Days, for the handling of TAC calls.

5. Service Level Objective: Platform Services only

Cisco will endeavor to deliver the Platform Services to meet or exceed the Service Level in this Service Level Objective (“SLO”). You acknowledge and agree this SLO is: (1) intended only to help the parties monitor availability of the Cloud Service; and (2) Cisco’s failure to achieve the Service Level will not (a) entitle Customer to payment of any service credits; or (b) otherwise result in any liability whatsoever for Cisco.

5.1. Service Level.

<table>
<thead>
<tr>
<th>Service Level</th>
<th>During each Measurement Period, the Availability Percentage will be 99% or greater.</th>
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</thead>
<tbody>
<tr>
<td>Measurement Period</td>
<td>One calendar quarter</td>
</tr>
<tr>
<td>Service Level Calculation and Related Definitions</td>
<td>“Availability Percentage” will be calculated as follows, converted to a percentage:</td>
</tr>
<tr>
<td></td>
<td>Total Service Time – Total Qualifying Outage Time</td>
</tr>
<tr>
<td></td>
<td>Total Service Time</td>
</tr>
<tr>
<td></td>
<td>“Total Service Time” equals the total number of minutes in a Measurement Period (calculated by multiplying 60 (minutes) by 24 (hours) by the number of calendar days in the Measurement Period).</td>
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<tr>
<td></td>
<td>“Qualifying Outage” means an outage that results in a loss of the Platform Services and is not excused under Section 3.2 of this SLO.</td>
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<tr>
<td></td>
<td>“Platform Services” means the following specific service capabilities:</td>
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<tr>
<td></td>
<td>• Intersight portal, REST API, Statistics collection, Virtual Appliance, and Mobile Application functionality, all as described within the category of “Platform Services” at <a href="https://status.intersight.com/">https://status.intersight.com/</a>. Platform Services exclude: (i) Analytics Services; (ii) Infrastructure Services and (iii) Dependent Services, described above and listed within such headings at <a href="https://status.intersight.com/">https://status.intersight.com/</a>, and other integrations through APIs, such as integrations with other Cisco offerings.</td>
</tr>
</tbody>
</table>
“Total Qualifying Outage Time” equals the aggregate sum of the downtime attributable to all Qualifying Outages during the Measurement Period. For the purposes of calculating Total Qualifying Outage Time, each Qualifying Outage will (i) commence upon Cisco’s logging an incident ticket upon Your notice to Cisco of the outage with sufficient information for Cisco to confirm the outage and (ii) end when the Platform Service(s) is fully restored. The duration of a Qualifying Outage will be rounded upward or downward to the nearest minute.

5.2. Exceptions.

Any failure by Cisco to achieve the Service Level will be excused if caused by:

(a) Time associated with scheduled maintenance windows;

(b) Factors outside of Cisco’s control or outside the scope of the Platform Services, such as inadequate bandwidth or network failures external to Cisco data centers, either in Your data center, or between Your data center and Cisco’s data center; the performance of Internet networks controlled by other companies or traffic exchange points that are controlled by other companies, labor strikes or shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages.

(c) External integrations (including those created using Cisco APIs) or third-party software or services;

(d) Beta or trial versions of the Platform Service;

(e) Your failure to adhere to any required configurations or supported platforms, follow policies for acceptable use, or Your use of the Platform Services in a manner inconsistent with the Documentation;

(f) Any events or factors considered Force Majeure under the Agreement; or

(g) Issues that otherwise resulted from Your breach of the Offer Description or Agreement.