Offer Description - Product
Cisco Intersight® Platform

This Offer Description is part of the End User License Agreement 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

The Cisco Intersight® Platform (the “Product”) (accessed at https://intersight.com) provides system management capabilities that allow IT organizations to analyze, simplify, and automate their data center and public cloud environments through an intuitive user portal. You can subscribe to one or more of the Product services described below.

1.1 Intersight Infrastructure Services (“IIS”). IIS integrate with certain Cisco and third-party solutions as described at https://intersight.com/help/supported_systems. IIS includes the following:

(A) UCS Management Services: Cisco UCS server inventory, configuration, monitoring, and actions;
(B) HyperFlex Management Services: Cluster installation, management, and upgrade of HyperFlex data platform;
(C) Cloud Orchestrator: Multi-domain hybrid cloud compute orchestration and automation services;
(D) Virtual Appliance Services: Services for auto upgrade, Connected TAC, Intersight Assist, and other Appliance Services.

1.2 Intersight Workload Optimizer (“IWO”). IWO offers hybrid cloud optimization, capacity planning, and workload placement.

2. Support and Other Services

Support. Your purchase of the Product includes the Basic level of Cisco Software Support Services.

3. Performance Standards

Service Level Objective. The Service Level Objective (“SLO”) attached to this Offer Description applies to the Product.

4. Data Protection

Privacy Data Sheet. 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.

5. Special Terms

5.1 Trial Access. Trial access to the Product is available for a period of no longer than 90 days.

5.2 Requirements. You must enable Cisco Smart Licensing and Cisco ID to access and use the Product as described in the Documentation.
Service Level Objective
Cisco Intersight® Platform

This Service Level Objective ("SLO") applies to Cisco Cloud Services delivered by the Intersight® Platform as set out in the Offer Description. If capitalized terms are not defined in this SLO, then they have the same meaning as under the Offer Description.

1. Service Level

Cisco will use commercially reasonable efforts to deliver the Product so that the Core Services meet or exceed the performance standards described in the table below ("Service Level"). You acknowledge and agree that: (1) This SLO is intended only to help the parties monitor availability of the Core Services; 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.

<table>
<thead>
<tr>
<th>Service Level</th>
<th>During each Measurement Period, the Availability of the Core Services will be 99% or greater</th>
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<tr>
<td>Measurement Period</td>
<td>One calendar quarter</td>
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2. Response to Service Level Failure

If Cisco fails to meet the Service Level for a given Measurement Period, Cisco will:

(A) Conduct a root cause analysis of why Cisco failed to meet the Service Level; and

(B) implement reasonable measures to prevent the failure from recurring.

3. Non-Qualifying Outages

It is not a Qualifying Outage if Cisco fails to meet the Service Level for any of the following reasons:

(A) Scheduled maintenance or emergency maintenance (‘emergency maintenance’ is unscheduled maintenance where Cisco performs work to prevent or mitigate an outage or degradation of the Product or to prevent or mitigate a security incident);

(B) Due to Your integrations or any applicable third-party software, hardware, or services not provided by Cisco;

(C) You are using a beta, evaluation, or trial version of the Product;

(D) Your failure to (1) use the Product or perform responsibilities in accordance with Your applicable Agreement, Product/Offer Description, or the Documentation, or (2) apply updates or upgrades when made available; or

(E) Factors outside of our reasonable control, such as events described as Force Majeure in Your applicable agreement, Internet outages, pandemics, acts of government, industry-wide shortages, failures, or delays of common carriers.

4. Definitions

“Availability” is calculated as follows and converted into a percentage:

\[
\text{Availability} = \frac{\text{Total Service Time} - \text{Total Outage Time}}{\text{Total Service Time}}
\]
“Core Services” means the following specific service capabilities listed at https://status.intersight.com: Intersight Infrastructure Services (including UCS Management Services, HyperFlex Management Services, Cloud Orchestrator, and Virtual Appliance Services), Intersight API Services, and Intersight Portal. Core Services exclude: (i) Intersight Workload Optimizer and (ii) Nexus Cloud, described above and listed within such headings at https://status.intersight.com, and other integrations through APIs, such as integrations with other Cisco offerings.

“Qualifying Outage” means the time that the Core Services are not functioning as described in the Offer Description.

“Total Outage Time” means the aggregate total time for all Qualifying Outages during a Measurement Period (rounded upward to the nearest minute). To calculate Total Outage Time, each Qualifying Outage will:

(A) Begin when Cisco log an incident ticket based on our own identification of a Qualifying Outage or upon confirming a Qualifying Outage You report to Cisco; and

(B) end when the Core Services are restored.

“Total Service Time” means 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).