

# Offer Description: Cisco+ Hybrid Cloud

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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”**), and the Cisco General Terms located at [www.cisco.com/go/eula](http://www.cisco.com/go/eula) (or similar terms existing between You and Cisco) (the **“General Terms”**). 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 General Terms. Capitalized terms used in this Offer Description and/or Your order and not otherwise defined herein have the meaning given to them in the Agreement.

## 1. Solution Overview

Hybrid Cloud means 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. Hybrid Cloud Bundles

- 2.1 The **“Hybrid Cloud Bundles”** include any one of the bundles available in the Cisco+ Offer Details.
- 2.2 Because Cisco+ is provided as a service, Cisco reserves the right to determine specific components of Hybrid Cloud Hardware and Hybrid Cloud Software that it provides for Your Hybrid Cloud Bundle. Support Services are always included in Hybrid Cloud Bundles.
- 2.3 In addition to the offers described above, third-party branded services (such as storage) may be available as-a-service (**“Third-Party Service”**). Such Third-Party Service is subject to its own terms and conditions between You and the Third-Party Service provider. The Third-Party Service provider is solely responsible for the provision of the Third-Party Service and addressing any support issues related to the Third-Party Service. Cisco’s role is limited to providing orderability of Third-Party Service and providing pass-through billing. Cisco expressly disclaims any liability or obligations as they relate to Third-Party Service, including fee disputes among You, any Cisco authorized reseller, and Third-Party Service provider.
- 2.4 You may order drive retention services as an add-on feature, subject to the terms of the Agreement.

### 3. Pricing, Metering and Payment

3.1 Hybrid Cloud pricing is presented as a monthly recurring charge dependent upon Your configuration preferences, location, term, expected workload and capacity needs, plus applicable taxes. Additionally, pricing will vary depending on whether Hybrid Cloud is purchased on a pay-as-you-use or pay-as-you-grow basis. Pricing will be provided in writing (a **“Quote”**).

3.2 The fees in the Quote will include:

- a) a fee for the Reserve Capacity (the **“Reserve Fee”**), payable in arrears. **“Reserve Capacity”** means the usage capacity for which You are obligated to pay for the duration of the Usage Term regardless of actual usage.
- b) a fee based on the level of usage of the On-Demand Capacity, if applicable (the **“On-Demand Fee”**), payable in arrears. **“On-Demand Capacity”** means the capacity You consume above the Reserve Capacity that is charged based upon actual usage.
- c) The unit of measure for each fee will be specified in the Quote.

3.3 **“Pay-as-you-Grow”** or **“PAYG”** is a pricing model comprised of Reserve Capacity and On-Demand Capacity. For each billing period in which Reserve Capacity is exceeded, the largest amount of On-Demand Capacity used on any day of the billing period (**“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 Usage Term regardless of how much of the Reserve Capacity is used during each subsequent billing period (except in the case of a resolved Metering Tool Failure (as defined below). Unless otherwise agreed between You and a Cisco authorized reseller, 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.

3.4 **“Pay-As-You-Use”** or **“PAYU”** is a pricing model comprised of Reserve Capacity that remains constant during Your Usage Term and On-Demand Capacity that fluctuates during each billing period. You always have the option to increase Reserve Capacity during Your Usage 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 Usage Term.

3.5 The On-Demand Capacity usage for each period shall be tracked and calculated through Cisco Intersight (the **“Metering Tool”**).

3.6 The Reserve Fee and On-Demand Fee, if any, will be invoiced in arrears as part of each billing cycle. No reduction to any fee for the Reserve Capacity shall be made if the End User does not use any or all of the Reserve Capacity for any period of time. The fees for the usage of the Reserve Capacity and the On-Demand Capacity may be different on a per unit basis.

3.7 End User is responsible for installing and testing the Metering Tools so that such Metering Tools are functioning on End User’s network and accurately and conclusively measure End User’s usage by the Start Date.

3.8 End User agrees to ensure proper operation of Metering Tools. If Cisco is prevented from monitoring End User’s usage of the Cisco+ Offer via the Metering Tools (a **“Metering Tool Failure”**), then End User shall resolve such Metering Tool Failure within five (5) days of Cisco notifying End User. Cisco reserves the right to invoice End User for one hundred percent (100%) of the monthly On-Demand Fees until such Metering Tool Failure is resolved and monitoring begins again.

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## 4. Supplemental Terms and Conditions

- 4.1 All Hybrid Cloud Offerings are enabled by Cisco Intersight. Use of Hybrid Cloud is subject to the Offer Description for Cisco Intersight (available [here](#)).
- 4.2 The Cisco Intersight Privacy Data Sheets (available [here](#)) supplement the Cisco Privacy Statement and describe the personal data that Cisco collects and processes as part of the delivery of Hybrid Cloud.

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