



Offer Description – Product

Cisco+ Hybrid Cloud

This Offer Description is part of the [General Terms](#) or similar terms existing between You and Cisco (e.g., the End User License Agreement) (the “**Agreement**”). Capitalized terms, unless defined in this document, have the meaning in the Agreement. Any references to the Supplemental End User License Agreement or SEULA mean Offer Description.

1. Summary

Cisco+ Hybrid Cloud (the “**Product**”) includes the right to use data center HaaS, a license to Cisco Intersight Platform (“**Intersight**”), and support services into a single as-a-service solution that provides flexible consumption for an on-premises data center infrastructure. The Product is available on a Pay As-You-Grow or Pay-As-You-Use basis. Fees and units of measure for Reserve Capacity and On-Demand Capacity, if any, may differ.

2. Support and Other Services

Your purchase of the Product includes [Cisco Software Support Services](#).

3. Data Protection

Privacy Data Sheet. The Cisco Intersight Platform Privacy Data Sheets and Cisco Intersight Platform Privacy Data Map (available at [Cisco's Trust Portal](#)) describe the Personal Data that Cisco collects and processes as part of delivering the Product.

4. Special Terms

4.1 **Cisco Intersight.** Intersight enables management and tracking of the Product, which is subject to the [Intersight Offer Description](#). Intersight tracks On Demand Capacity usage. You will ensure proper operation of Intersight by the start of and throughout the Use Term. Cisco will notify You if Cisco is unable to monitor Your usage via Intersight, and You will resolve any monitoring issues within five days of that notification. Cisco reserves the right to invoice You for 100% of the On Demand Capacity until the Intersight monitoring can resume.

4.2 **HaaS Supplemental Terms.** The [HaaS Terms and Conditions](#) (“**HaaS Terms**”) apply to this Product.

4.3 Definitions

“**On-Demand Capacity**” means the capacity You consume above the Reserve Capacity, charged based on actual usage.

“**Pay-As-You-Grow (PAYG)**” means a pricing model comprised of Reserve Capacity and On-Demand Capacity. For each billing period in which Reserve Capacity is exceeded, the 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 Use Term regardless of how much of the Reserve Capacity is used during each subsequent billing period (except in the case of a resolved Intersight monitoring issue). Unless otherwise agreed between You and Your Approved Source, 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.

“Pay-As-You-Use (PAYU)” means a pricing model comprised of Reserve Capacity that remains constant during Your Use Term and On-Demand Capacity that fluctuates during each billing period. You may increase Reserve Capacity during Your Use 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 Use Term. Section means the largest amount of On-Demand Capacity used on any day of a billing period.

“Reserve Capacity” means the usage capacity for which You are obligated to pay for the duration of the Use Term regardless of actual usage. Fees for Reserve Capacity will not be reduced if You do not use any or all the Reserve Capacity during a billing period.