

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**”, [available here](#)), and the Cisco General Terms (the “**General Terms**”, available at www.cisco.com/go/eula) (or similar terms existing between you and Cisco) (the “**Agreement**”). 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 the Order not otherwise defined herein have the meaning given to them in the Agreement.

1. Solution Description

Hybrid Cloud combines 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. Supplemental Terms and Conditions

- 2.1. **Hybrid Cloud Bundles.**
Hybrid Cloud subscriptions comprise bundles of Software, Hardware, and Support Services. You may order drive retention services as an add-on feature.
- 2.2. **Third-Party Services.**
Any third-party branded services (e.g. storage) available as a service (“**Third-Party Service**”) and orderable from Cisco are subject to Section 3.5 of the General Terms. The Third-Party Service provider is solely responsible for providing and supporting 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 related to a Third-Party Service.
- 2.3. **Cisco Intersight.**
All Hybrid Cloud Offerings are enabled by Cisco Intersight and are subject to the Cisco Intersight Offer Description ([available here](#)).

3. Pricing, Metering and Payment

- 3.1. Hybrid Cloud pricing is a monthly recurring charge dependent upon Your configuration preferences, location, term, expected workload, and capacity used, plus applicable taxes. Pricing is provided in writing (a “**Quote**”) and will vary depending on whether Hybrid Cloud is purchased on a Pay-As-You-Use or Pay-As-You-Grow basis.
- 3.2. The fees in the Quote will include a fee for the Reserve Capacity (the “**Reserve Fee**”) and a fee based on the level of usage of the On-Demand Capacity (the “**On-Demand Fee**”). The Reserve Fee and On-Demand Fee, if any, may be different on a per unit basis and will be invoiced in arrears as part of each billing cycle. The unit of measure for each fee will be specified in the Quote. The Reserve Fee will not be reduced if the End User does not use any or all the Reserve Capacity for any billing period.
- 3.3. The On-Demand Capacity usage for each period shall be tracked and calculated through Cisco Intersight (the “**Metering Tool**”).

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- 3.4. End User will ensure proper operation of the Metering Tools by the Start Date and throughout the Subscription Term. If Cisco is unable to monitor End User's usage via the Metering Tools, Cisco will notify End User, and End User will fix the Metering Tool Failure within five days of that notification. Cisco reserves the right to invoice End User for 100% of the monthly On-Demand Fees until the Metering Tool failure is resolved and monitoring can resume.

4. Data Protection

The Cisco Intersight Privacy Data Sheets ([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](#).

5. 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 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 Subscription 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). 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.

Pay-As-You-Use (PAYU) means a pricing model comprised of Reserve Capacity that remains constant during Your Subscription Term and On-Demand Capacity that fluctuates during each billing period. You may increase Reserve Capacity during Your Subscription 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 Subscription Term.

Reserve Capacity means the usage capacity for which You are obligated to pay for the duration of the Subscription Term regardless of actual usage.

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