

Service Description: Cisco Unified Workspace Licensing Ports Subscription

This document describes Cisco WebEx Services sold in a ports subscription model ("Ports") by Cisco Systems, Inc. and Cisco Authorized Resellers, as part of Cisco's Unified Workspace Licensing ("CUWL"). CUWL Ports sold under this Service Description may not be sold separately and the purchase of which must otherwise meet CUWL requirements.

Related Documents: The following documents posted at: www.cisco.com/go/servicedescriptions/ should be read in conjunction with this Service Description and are incorporated into this Service Description by this reference: (1) Glossary of Terms (to the extent not otherwise defined in this Service Description or the agreement under which you purchase services), and (2) List of Services Not Covered.

Direct Sale from Cisco. If you have purchased these Services directly from Cisco Systems, Inc. ("Cisco"), this document is incorporated into your Master Services Agreement or equivalent services agreement ("MSA") executed between you and Cisco. In the event of a conflict between the MSA and this Service Description, this Service Description shall prevail.

Sales via Authorized Reseller. If you have purchased these Services through a Cisco Authorized Reseller, this document is for informational purposes only; it is not a contract between you and Cisco. The contract, if any, governing the provision of this Cisco WebEx Service is the one between you and your Cisco Authorized Reseller. Your Cisco Authorized Reseller should provide this document to you, or you can obtain a copy of this and other Cisco service descriptions at www.cisco.com/go/servicedescriptions/.

For ease of reference, whichever agreement under which you are purchasing the Services will be referred to in this Service Description as the "purchase agreement."

Cisco's affiliate, Cisco WebEx LLC ("Cisco WebEx"), will provide the Services described below for which Cisco has been paid, and continues to be paid, the appropriate subscription fee. The provision of Services by Cisco WebEx assumes that Subscriber will comply with the terms herein.

CUWL Ports Subscription

The following Cisco WebEx Services are offered via the CUWL Ports solution:

- [Cisco WebEx Meeting Center](#)
- [Cisco WebEx Meetings](#)

Cisco WebEx provides 24X7X365 technical support in English to our customers and their attendees. In addition, Cisco WebEx provides limited support in other languages via our global support solution. We can be contacted by phone or online via <http://support.webex.com>. Support is available for the duration of your Subscription. Additional Information on Support Services for WebEx Subscribers may be found at <http://support.webex.com/support/support-overview.html>.

Capitalized terms herein shall have the same meaning afforded under the above links, unless otherwise specified herein.

CUWL Ports Commercial Terms

CUWL Ports Subscription Model

- You are purchasing the Services as the "Subscriber." The Subscriber under this model is purchasing "Ports." Each Port provides a User (determined below) access to the Service.
- Meetings must be initiated and conducted by "Hosts". As the Subscriber, you may designate an unlimited number of Employees as meeting Hosts, and each Host may initiate an unlimited number of meetings using the Services.
- However, the total number of attendees in any one meeting (including Hosts) and the total number of attendees accessing the Services at any one point in time (including Hosts), may not exceed the total number of Ports purchased by Subscriber.
- Subscriber shall provide all User information reasonably necessary to enable WebEx to create user profiles for each Employee for whom Subscriber wishes to provide hosting access for the Services.

- You are required to comply with CUWL requirements at all times in order to be eligible for the CUWL Ports offering.

Quantity of CUWL Ports

- “Users” are the number of user licenses purchased by you as the Subscriber as part of the CUWL offering.
- The total number of Users determines the minimum quantity of CUWL Ports that will be included with your Cisco-wide CUWL purchase, and provided under this Service Description.
- The minimum number of assigned CUWL Ports is one (1) CUWL Port for every ten (10) Users.
- You may also buy additional CUWL Ports at the current list price at the time of your CUWL purchase.

Length of Subscription

A purchase of a CUWL Port Subscription is an obligation on the part of customer to purchase that Service for the duration of the subscription term (“Subscription Term”). CUWL Ports are delivered for a Subscription Term of one year. Subscription Term extensions (“Term Extensions”) of either two (2) or four (4) years are available for purchase at the time of your CUWL purchase. The purchase of Terms Extensions will serve to extend your Subscription Term from one (1) year to either three (3) or five (5) years, depending on the Term Extension you purchase.

A subscription may not be terminated without cause by either party in the middle of a Subscription Term. The Subscription Term shall begin from the earlier of (a) the Service activation date, or (b) ninety (90) days from the date the order is accepted by Cisco WebEx (that period of time is referred to as the “Activation Grace Period”), adjusted for delay subject to the Activation Grace Period section, below.

Activation Grace Period

The Activation Grace Period is ninety (90) days. Subscriber must activate the service within the Activation Grace Period, or Service availability days will be deducted from the Subscription Term. To activate the Service, Subscriber must register its order via registration of the Product Activation Key (PAK), which will be shipped or forwarded electronically to Subscriber upon Cisco WebEx’s acceptance of the order. If the PAK is not registered within the Activation Grace Period, the customer will begin to lose days of service. For example:

- The Subscription Term for a one year subscription activated (that is, the PAK is registered, also referred to as the “Activation Date”) within forty five (45) days from the date of order acceptance (during the Activation Grace Period) will be valid for 1 year (365 days) from the applicable Activation Date.
- The Subscription Term for a one year subscription with an Activation Date 120 days from the date of order acceptance (that is, the PAK is registered 30 days following expiration of the Activation Grace Period), will be the number of days in the Subscription (365, if an annual subscription), less the total number of days that will have passed since the end of the Activation Grace Period, that is, 335 days ($365 + 90 - 120 = 335$).

Contract Blending of Subscription Terms

Contract blending of multiple Subscription Terms (“Contract Blending”) occurs when you combine multiple purchases of Services on an existing site. If the added Service (or Services) is not available on a monthly basis, and the existing Subscription Terms are not aligned, Cisco will blend the contracts. Contract Blending can occur when you purchase additional Ports or CUWL Ports, and will be calculated by combining the total number of CUWL Ports or Ports, and pro rating the remaining number of months for both Subscription Terms. For example, if an existing contract for the purchase of 100 CUWL Ports has 30 months remaining on its Subscription Term and you elect to purchase 50 additional CUWL Ports for a 12 month Subscription Term, the blended contract Subscription Term would be 24 months, calculated as follows: $[(30 \text{ months} \times 100 \text{ CUWL Ports}) + (12 \text{ months} \times 50 \text{ CUWL Ports})]$, divided by the total number of CUWL Ports purchased (in this case, 150), resulting in a Subscription Term of 24 months for 150 CUWL Ports.

Subscription Overages

If the total number of people (as measured by network connections), that are connected to a physical server or online service at any one point in time exceeds ten percent (10%) of the total number of CUWL Ports for fifteen (15) minutes or more in any twenty four (24) hour period (an "Overage"), then you may be charged an Overage fee.

In the event of an Overage, Cisco WebEx will notify you by email (an "Overage Notice"). Within thirty (30) days of receipt of an Overage Notice, you must either:

- (1) Purchase additional CUWL Ports to meet your current business needs and align with your historical usage; or
- (2) Reduce your current peak CUWL Port usage (the highest level of Overage, upon expiration of the thirty (30) days) to align with your subscription purchase.

If you receive an Overage Notice in any consecutive two (2) month period, WebEx reserves the right to suspend the Subscriber's WebEx account upon five (5) calendar days notice. Such suspension will continue until the parties reach a written agreement on the Subscriber's continued usage of the Service. If such agreement cannot be reached within fifteen (15) calendar days from the date of suspension, Cisco WebEx reserves the right to terminate for breach pursuant to the purchase agreement.

Subscription Renewal

To maintain continuous services and prevent service suspension, configured administrative settings, and stored end user content, the Subscriber must purchase and activate a new CUWL Port Subscription to renew the Service. The new CUWL Port Subscription must be activated at least seven (7) days before the expiration of the then current Subscription Term. The new CUWL Port Subscription Term will begin immediately following expiration of the then current Subscription Term.

<h2>Additional Features Included with a CUWL Ports Subscription</h2>
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VoIP Description

Integrated VoIP (Voice over Internet Protocol) is an audio feature that sends the audio from a meeting over the Internet, instead of through the telephone. It is woven into the meeting experience, with hosts being able to mute and un-mute attendees, pass the microphones, and start and stop VoIP. If you have speakers or headphones attached to your computer, a computer microphone, and a duplex sound card, you can choose Integrated VoIP instead of traditional telephone based teleconferencing. VoIP is best used when:

- There will be a large number of attendees (up to 500).
- The meeting does not require much attendee participation. For example, a presentation of material, rather than a discussion.
- Attendees do not have access to a toll-free dial-in number.

VoIP Offering

- Subscriber is entitled to an unlimited number of VoIP minutes per month per license.
- Up to 500 attendees may have access to VoIP in a single meeting.
- VoIP supports up to 7 active microphones, which may be passed to any attendee requiring speaking privileges.
- VoIP is not available in all countries. Regulatory issues in certain markets may limit or restrict use of VoIP. Contact your sales representative for further information. If the Service is ordered but is limited or restricted in the end-customer's market, this product will not be provisioned as part of the service.

Storage Description and Offering and Overage

This storage offer provides 10 GB of secure online storage ("Storage") for storing files automatically and accessing at a later date. Committed "Add-on Storage" is additional storage purchased by by Subscriber, which is in excess of the included Storage. Committed Add-on Storage is purchased through Cisco or a Cisco Authorized Reseller.

"Overage Storage" is Storage used in excess of the included Storage and purchased Add-on Storage. The Overage Storage option is enabled upon execution of an order form through Cisco WebEx. If you do not purchase the Overage Storage option, usage will be limited to the committed purchases.

Compliance Review

Cisco WebEx will have the right, upon reasonable notice, to audit Subscriber's records (including but not limited to the List) during normal business hours to ensure Subscriber's compliance with the above requirements. Cisco WebEx will pay the cost of the audit unless it is found that Subscriber is misusing the Service by, for example, exceeding the number of allowable meeting participants, or providing a Host account to a non-employee.

Cisco WebEx Supplemental Terms

1. **Cisco WebEx Service.** These Cisco WebEx Services Supplemental Terms and Conditions ("Supplemental Terms") shall govern the use by the Subscriber of the Cisco WebEx Services purchased by you and provided by Cisco's affiliate company, Cisco WebEx LLC ("WebEx"). These Supplemental Terms are hereby incorporated into the MSA, if you are purchasing Services directly from Cisco. If you are purchasing these Services from a Cisco Authorized Reseller, these Supplemental Terms should be made a part of that agreement by the Cisco Authorized Reseller. These Supplemental Terms shall take precedence in the event of any conflict between your purchase agreement and these Supplemental Terms. However, these Supplemental Terms shall apply only to the WebEx Services described in this Service Description and are not applicable to other Cisco products or services. All non-conflicting and additional terms and conditions in the MSA or in your purchase agreement with the Cisco Authorized Reseller are applicable to this purchase and shall remain in effect.

2. **Orders.** The Service described in this Service Description is purchased by the placement of an "Order." Subscriber, or if applicable, Cisco Authorized Reseller shall identify the type and quantity of Service being ordered and the associated fees. An Order is effective only when properly submitted by Subscriber, or if applicable Cisco Authorized Reseller, to Cisco and provisioned by WebEx. Subscriber may be required to provide information in order to register for and/or use certain Services. Subscriber, or if applicable, the Cisco Authorized Reseller, warrants that all such information is accurate.

3. **Changes to Service.** WebEx may, at its sole discretion and from time to time, enhance and/or expand the features of a Service at no additional cost to Subscriber. WebEx may also, at its sole discretion and from time to time, make available additional features and/or functionalities to a Service which may, but are not required to, be added to a Service by Subscriber at an additional cost ("Cost Feature"). Further, WebEx may elect to discontinue the availability of a Service, provided that such discontinuance will be effective no earlier than expiration of the then-current Subscription Term as specified in the applicable Order. Subscriber agrees that WebEx is free to use and incorporate into WebEx products and services any suggestions, ideas, recommendations, bug reports, or other feedback that Subscriber provides to WebEx without payment of compensation to Subscriber.

4. **Survival of Supplemental Terms.** The following provisions will survive the expiration or termination of these Supplemental Terms: any payment provisions set forth in the Order (as to amounts due and owing as of these Supplemental Terms expiration or termination date) and Sections 5, 6, and 7. Upon any termination of these Supplemental Terms, Subscriber must cease any further use of the Service and destroy any copies of associated software within its possession and control (to the extent not prohibited by applicable law).

5. **Subscriber Responsibilities.**

A. **Account Number/Password.** Except when Subscriber's account number/password is obtained by a third party as a result of a material breach of WebEx's physical or computer system security arising from circumstances within WebEx's control, Subscriber agrees that Subscriber is solely responsible for maintaining the confidentiality of Subscriber's username, account number and passwords and solely responsible for any unauthorized usage. Subscriber agrees to immediately notify WebEx of any unauthorized use of Subscriber's account of which Subscriber becomes aware.

B. **Content.** Except when Subscriber's account is accessed by a third party as a result of a material breach of WebEx's physical or computer system security arising from circumstances within WebEx's control, Subscriber agrees that it is solely responsible for the content of all visual, written or audible communications, files, documents, videos, recordings and any other material ("Content") displayed, uploaded, posted stored, exchanged or transmitted on or through the Service. Under no circumstances will WebEx be liable to Subscriber for any loss or damages: (i) arising from any Content or Content-related errors or omissions; or (ii) incurred as a result of the use of, access to, or denial of access to the Content. Subscriber understands and agrees that by displaying, uploading, exchanging, posting, storing or transmitting Content while using the Service or otherwise providing Content to a WebEx website or space ("Site"), Subscriber automatically grants (and warrants and represents it has a right to grant) to WebEx, solely for the purpose of offering the Sites and/or the Service to Subscriber, a world-wide, royalty-free, sublicensable (so WebEx affiliates, contractors, resellers and partners can deliver the Service), perpetual, irrevocable license to use, modify, publicly perform, publicly display, reproduce and distribute the Content, during the course of the purchase agreement. If at any time Subscriber objects to any material on a Site, Subscriber's sole remedy is to cease using it (to the extent not prohibited by applicable law). WebEx does not endorse and has no control over what Subscribers or other users of the Service ("Users") post or submit to a Site. Subscriber shall contact WebEx Customer Support at 866-229-3239 if Subscriber becomes aware of misuse of the Service by any person. WebEx cannot guarantee the accuracy of any information submitted by any User or Content, nor any identity information about any User. WebEx may without notice or liability investigate any complaints and violations or suspected violations of these Supplemental Terms that come to its attention and

may take any action that it believes is appropriate, including, but not limited to, to rejecting, refusing to post or removing any profile, posting Content, or other data, or restricting, suspending, or terminating Subscriber or any User's access to a Site or Service. However, because situations and interpretations vary, WebEx also reserves the right not to take any action.

C. Communications. Subscriber agrees that Subscriber will not use the Service to send unsolicited email outside Subscriber's company or organization (e.g., "spam") in violation of applicable law, falsify any email header information when sending emails (e.g., "spoofing"), or attempt to acquire sensitive information such as usernames, passwords and credit card details by masquerading as a trustworthy entity (e.g., "phishing"). Subscriber further agrees not to use the Service to communicate any message or material that is harassing, libelous, threatening, obscene, or that would violate the intellectual property rights of any party, give rise to civil liability, constitute a criminal offense, or is otherwise unlawful under any applicable law or regulation. Subscriber agrees to indemnify, defend and hold harmless WebEx from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Subscriber's violation of this Section 5.

D. Software. Subscriber may be required to download and install WebEx software ("Software"). In that event, WebEx agrees to provide Subscriber with a limited, personal, non-exclusive, non-transferable, non-sublicensable license to use the Software in accordance to the terms of this Agreement. Subscriber may not use the Software for anything other than as intended by WebEx in connection with Subscriber's use of the Services. Subscriber may not use the Software with any device, program or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by copyright laws. All rights not expressly granted by WebEx are hereby reserved. Subscriber agrees not to take any action to interfere with WebEx's or its supplier's ownership of or rights in the Software. Subscriber agree that, unless otherwise permitted in this license or by law, Subscriber will not: (i) reproduce, republish, display, frame, download, distribute, or transmit the Software; (ii) to the extent permitted under applicable law redistribute, encumber, sell, rent, lease, loan, sublicense, assign, or otherwise transfer rights to the Software; (iii) modify or create any derivative works based on the Software, including customization, translation, or localization; (iv) copy, reproduce, reuse in another product or service, modify, alter, or display in any manner any software or files, or parts thereof, included as part of the Software; (v) except to the extent expressly permitted by law, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the Software, or in any way ascertain, decipher, or obtain the communications protocols for accessing the Software, or the underlying ideas or algorithms of the Software; (vi) create or use any software other than as authorized by WebEx to access the Software; (vii) attempt to gain unauthorized access to the Software or to any account, application, platform, computer system or network associated with the Software; (viii) use the Software in any way that violates this Agreement, or any other agreements between Subscriber and WebEx or its affiliates, or any law; and (ix) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the Software or associated with the Services.

E. Privacy. Subscriber acknowledges and agrees that WebEx acts as a passive conduit and it will not monitor or disclose Content, except as needed to provide the Services, as instructed by Subscriber, or as otherwise required by law. Use of the Sites and the Service constitutes consent by Subscriber to WebEx's and/or its affiliates' collection and use of such information and, for European Economic Area (EEA) customers, to the transfer of such information to a location outside the EEA, as well as to other countries deemed to have adequate data protection laws. Use of Sites and the Service is also subject to the Cisco Systems, Inc. Online Privacy Statement located at www.cisco.com/web/siteassets/legal/privacy.html, which is incorporated into these Supplemental Terms by this reference. The foregoing notwithstanding, WebEx may contact Subscriber via e-mail or otherwise with information relevant to Subscriber's use of the Service and payment obligations, if any, regardless of whether Subscriber has opted out of receiving such notices. Subscriber's also agrees to have Subscriber's name and/or email address listed in the header of certain communications Subscriber initiates through the Service.

6. Warranty Disclaimer. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE SERVICES, SITES, AND ANY ASSOCIATED SOFTWARE, ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, WEBEX, AND ITS SUPPLIERS, RESELLERS AND AFFILIATES, EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WEBEX, AND ITS SUPPLIERS, RESELLERS AND AFFILIATES, MAKE NO WARRANTY OR REPRESENTATION REGARDING THE SERVICES, ANY INFORMATION, MATERIALS, GOODS OR SERVICES OBTAINED THROUGH THE SERVICES OR THE SITES, OR THAT THE SERVICES WILL MEET ANY SUBSCRIBER REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. Without limiting the foregoing, the Service are not designed or licensed for use in environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems, and WebEx, and its suppliers, resellers and affiliates, specifically disclaim any express or implied warranty of fitness for such purposes.

7. General.

A. Use of Subscriber's Name and Logo. Subscriber agrees that WebEx may use Subscriber's name, logo and other trademarks or service marks of Subscriber (collectively "Subscriber's Trademarks") to create a co-branded Services website as part of delivery of the Services. Nothing in these Supplemental Terms transfers to WebEx any right, title or interest in or to the Subscriber's Trademarks, and all goodwill arising from use of the Subscriber's Trademarks will inure to the Subscriber's benefit.

B. Copyright. Subscriber retains copyright and any other rights it already holds in Content which Subscriber submits, posts or displays on or through, the Service. Subscriber may not post, modify, distribute, or reproduce in any way copyrighted material, trademarks, rights of publicity or other proprietary rights without obtaining the prior written consent of the owner of such proprietary rights. WebEx may deny access to the Sites or the Service to any User who is alleged to infringe another party's copyright. If Subscriber believes that WebEx or any of its affiliates or any user of WebEx has violated a copyright, please contact us at: dmcaagent@cisco.com for details on how to properly notify us of a potential copyright infringement or other intellectual property rights issue. In the event Subscriber's content is removed pursuant to this process, Subscriber will receive information on how to file a counter-notice. Notices and counter-notices are legal notices distinct from regular Service activities or communications. As such, they are not subject to WebEx's Privacy Policy. This means WebEx may publish or share them with third parties at WebEx's discretion, and WebEx may produce them pursuant to a legal discovery request.

C. Use of the Service. Subscriber may use the Service only as permitted under the terms and conditions of these Supplemental Terms or other written agreements between Subscriber and WebEx or the Cisco Authorized Reseller. Subscriber will not resell, distribute, use on a timeshare or service bureau basis, or otherwise directly generate income from the Service. Subscriber will not modify, make derivative works of, disassemble, decompile or reverse engineer the Sites, Service or any component thereof (except to the extent expressly permitted by law). For meeting Services, Subscriber may use the Service only for sessions or meetings in which Subscriber is an active participant.

D. Legal Compliance. Subscriber agrees that it will comply with all applicable laws and regulations in connection with its use of the Service, including, but not limited to: (a) with respect to personally identifiable information sent or received by Subscriber, all applicable privacy laws and regulations, (b) laws relating to the recording of communications, including, when required, advising all participants in a recorded WebEx meeting or event that the meeting or event is being recorded, and (c) laws relating to the use of VoIP-based services, if applicable. It is the sole responsibility of Subscriber to ensure it has the right to use all features of the Service in Subscriber's jurisdiction. WebEx may modify or not make available Service or Service features to comply with applicable laws and regulations. WebEx products, technology and the Service are subject to U.S. and local export control laws and regulations. Subscriber shall comply with such laws and regulations governing use, export, re-export, and transfer of products, technology and Service and will obtain all required U.S. and local authorizations, permits, or licenses. Subscriber certifies that Subscriber and any third parties Subscriber invites will not use the Service from within an embargoed country. Subscriber certifies that they are not on the U.S. Department of Commerce's Denied Persons List or affiliated lists, on the U.S. Department of Treasury's Specially Designated Nationals List or on any U.S. Government export exclusion lists. The export obligations under this clause shall survive the expiration or termination of these Supplemental Terms.

E. Connect. In addition to these Supplemental Terms, the following supplemental terms specific to the Cisco WebEx Connect Services, including Connect IM, shall apply to Subscriber's use of the Cisco WebEx Connect Services: <http://contractdocuments.webex.com/ciscowebexconnecttermsconditions> ("Cisco WebEx Connect Services Terms"). In the event of a conflict between these Supplemental Terms, the Cisco WebEx Connect Services Terms shall govern.