CISCO

Offer Description: Cisco WebEx FedRAMP Subscription

This Offer Description describes the offer-specific terms of the **Cisco WebEx FedRAMP Subscription Services** ("**Cisco WebEx FedRAMP**") that Cisco Systems, Inc. and its affiliates (collectively, "**Cisco**") will provide to the customers (collectively, unless otherwise identified, referred to as "**Subscriber**" or "**you**") under the Cisco WebEx FedRAMP program. Cisco provides Cisco WebEx FedRAMP to you for use by your authorized users. If an individual is a Cisco WebEx FedRAMP user authorized by you, the individual's use is subject to the Cisco WebEx FedRAMP access and authorization (see "Customer Rights and Obligations Concerning Its Users" in Attachment 1, Supplemental Terms).

FedRAMP: The Federal Risk and Authorization Management Program (FedRAMP) supports the U.S. government's mandate that all U.S. federal information systems comply with the Federal Information Security Management Act of 2002 (FISMA). Purchasers under this FedRAMP Offer Description must be (a) a United States Government entity or United States Government contractor, including federal, state and local government agencies and public educational institutions; (b) eligible to purchase FedRAMP; and (c) an entity that is purchasing Cisco WebEx FedRAMP for its own internal use and not for resale, remarketing or redistribution. Cisco is authorized under FedRAMP to sell Cisco WebEx FedRAMP to Subscribers.

Your use of Cisco WebEx FedRAMP is governed by this **Offer Description** and the **Cisco Universal Cloud Terms** (the "**UCA**"). The WebEx services available as a Cisco WebEx FedRAMP offer are as follows: Meeting Center, Training Center, Event Center, and Support Center ("Services"),. For a description of each Service, please click on the applicable hyperlink to see the datasheet for each Service. Please see the table below for details regarding the Services that are available under each Cisco WebEx FedRAMP subscription buying models.

PLEASE NOTE THE GEOGRAPHIC RESTRICTION OF THIS OFFER: Cisco WebEx FedRAMP is available for purchase solely in the United States.

Contents
A.   Cisco WebEx FedRAMP Subscription Buying Models
B.   Glossary
Attachment 1 – Supplemental Terms

A.   Cisco WebEx FedRAMP Subscription Buying Models

1.   Overview

Cisco offers Cisco WebEx under different subscription buying models based on the offer you are purchasing and to provide you multiple options to suit your purchasing needs.

Subscription Buying Models	Buying Model Metric	Available Services*	Add-On Features Available for Purchase
Employee Count	Enterprise-wide based on your total number of Knowledge Workers	Employee Count **includes** all of the following Services: 1. Meeting Center 2. Training Center 3. Event Center 4. Support Center	Cisco WebEx Audio Services
Named User	Based on the number of Employees that you name to use Cisco WebEx FedRAMP	Under Named User, each Service below **is separately available:** 1. Meeting Center 2. Training Center 3. Event Center	Cisco WebEx Audio Services

Active User	Based on your Employees' actual usage of Cisco WebEx FedRAMP	Active User **includes** all of the following Services: 1. Meeting Center 2. Training Center 3. Event Center 4. Support Center	Cisco WebEx Audio Services

*Note: The Capacity count for the Services varies across buying models, as detailed in the description of each buying model below.

2. General Subscription Buying Model Terms
The following terms apply across the Cisco WebEx FedRAMP subscription models:

i) Term and Termination
The "Initial Term" of the subscription starts on the Effective Date and lasts for the time duration stated in the order. After the Initial Term, there will be an automatic "Renewal Term" of (1) year in length unless one of the following applies: (1) the order provides there will be no automatic renewal; or (2) at least 30 days before the end of the Initial or then current Renewal Term, you notify us in writing that you do not want to renew the agreement.

If the fees will change for the Renewal Term, Cisco will notify you reasonably in advance of the Renewal Term and in time for you to accept or reject the Renewal Term. If you agree with the fee changes, you may do nothing and the new fees will apply for the Renewal Term. Either party may cancel the automatic renewal process by providing the other party with written notice at least 30 days before the end of such Initial or Renewal Term. Termination will be effective on the last day of the Initial or Renewal Term in effect and you will pay for the Services until the end of current Initial or Renewal Term, regardless of when you provided notice.

ii) Billing and Excess Usage
Cisco's provision of and billing for Cisco WebEx FedRAMP begins on the first date of your subscription. Billing option is chosen at the time the order is placed with Cisco. If applicable, Cisco reserves the right to charge you for usage in excess of your subscription storage and Meeting participant Capacity

iii) Included Services

a) 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 dial-in number

VoIP Buying Model:
- 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

Geo Restrictions
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-Subscriber's market, this product will not be provisioned as part of the Service.

b) Cisco WebEx FedRAMP Storage

Description: Cisco WebEx FedRAMP includes secure online storage ("Storage") for storing files automatically and accessing at a later date.

Baseline Storage Amounts: Each subscription buying model includes a baseline amount of Storage as follows.
- Employee Count and Active User come with 50 GB of Storage.
- Named User comes with 10 GB of storage.

Additional Storage for Purchase: Subscribers may purchase additional Storage in excess of the amount included with their subscription buying model ("Add-On Storage"). Add-on Storage is available in 1-GB increments, with a 50-GB minimum.

Subscribers may not use storage in excess of included and purchased Add-on storage ("Overage Storage") For clarity, there is no Overage Storage permitted in Cisco WebEx FedRAMP.

c) **Cisco WebEx Meeting Center Video Conferencing (formerly known as Cisco Collaboration Meeting Rooms (CMR))**

Description: Cisco WebEx Meeting Center Video Conferencing, formerly known as Cisco Collaboration Meeting Rooms (CMR) is a cloud-based video conferencing service which couples a WebEx Personal Room with the cloud-based WebEx Video Bridge into one meeting experience. The Service is accessible from any standards-based video device. Cisco WebEx Meeting Center Video Conferencing is included with your Employee Count, Named User, or Active User subscriptions.

d) **Audio Broadcast**
Description: Allows Event Center (one of the WebEx Conferencing Services solutions) attendees to hear the audio conference through their computer speakers (listen only). WebEx Audio Broadcast is part of the Event Center product. It does not have any additional cost and it is not available in Named User unless used with the Event Center Platform.

3. **Specific Subscription Buying Model Terms**
   The specific terms of each Cisco WebEx FedRAMP subscription buying model are described below.

   i) **Employee Count Subscription**

   Cisco WebEx FedRAMP Employee Count is suitable for your agency if you have a large number of Employees in your agency, and you wish to make the Service generally available with fixed pricing based on your agency size (provided that the number of Knowledge Workers in your agency is 250 or greater). You must fully deploy Named User accounts to all Knowledge Workers, as part of this offer. That is, all Knowledge Workers must be provided access to the Service in order for you to obtain Employee Count pricing.

   a) **Subscription Quantity:** Under the Cisco WebEx FedRAMP Employee Count subscription model, you must purchase a subscription license for all of your Knowledge Workers. The applicable order quantity is the greater of **(a)** the number of Knowledge Workers as of the date of order, adjusted annually for growth as described below, or **(b)** 250 Knowledge Workers. Each subscribed Knowledge Worker will receive a Named User account.

   b) **Growth**: During the Term, you may access the Services by up to one hundred and twenty percent (120%) of the initial number of subscribed Knowledge Workers (**"Growth Allowance")** without incurring any additional charges**.** You may add Services in excess of the Growth Allowance without any immediate charge, however, you must pay for this additional consumption as part of the True-Forward process described below.

   c) **True Forward**: Cisco will perform a True Forward annually on each anniversary of the Effective Date to determine whether your entitlement has exceeded your Growth Allowance. Under the terms of the True Forward, Cisco will not retroactively charge you for growth that occurred during the previous subscription year. In addition, you may not decrease your order quantity (i.e. the number of Knowledge Workers) during the subscription Term. Unless the Growth Allowance is

exceeded, your subscription will renew for the same quantity. If you exceed your Growth Allowance, your subscription will renew at the then current peak number of actual usage.

d) Available Services: Cisco WebEx FedRAMP Employee Count includes the following Services:

- Meeting Center (Capacity 1000)
- Training Center (Capacity 200)
- Event Center (Capacity 1000)
- Support Center (Capacity 5)

ii) Named User Subscription

A Cisco WebEx FedRAMP Named User subscription is suitable for a Customer who wants Cisco WebEx FedRAMP for a specific subset of Employees. A Cisco WebEx FedRAMP Named User is a specific Employee selected by Subscriber to use Cisco WebEx FedRAMP. Subscriber is invoiced for each Named User account purchased, irrespective of usage. Cisco WebEx FedRAMP Named User accounts must be unique to the specific Employee and they may not be shared or used by anyone other than the designated Employee. Subscriber identifies and updates as needed Employees assigned to Cisco WebEx FedRAMP Named User accounts on the managed users list. A Cisco WebEx FedRAMP Named User account may not be transferred to another Employee, except upon (a) termination of the Named User's employment with Subscriber or (b) with Cisco's prior written approval.

a) Available Services:
Under the Named User subscription, you may purchase any of the following Services separately. For clarification, under Active User and Employee Count, all three of these Services are included in one subscription, However, in the Named User subscription, you may purchase one, two or all three of these Services in a subscription

1) Meeting Center (Capacity 200)
2) Training Center (Capacity 200)
3) Event Center (Capacity 1000)

b) Subscription Quantity: Under the Cisco WebEx FedRAMP Named User subscription model you must purchase a minimum quantity of Cisco WebEx FedRAMP Named User Services. The minimum Cisco WebEx FedRAMP Named User order quantity is one (1) Named User.

iii) Active User Subscription

The Cisco WebEx FedRAMP Active User subscription is suitable for you if you have a large number of Employees in your company (greater than 40). Under the Active User subscription, all of your Knowledge Workers are designated as Cisco WebEx Named Users, with the same restrictions set forth in the Named User subscription. Under the Active User subscription, you are entitled to provision up to 120% of your Knowledge Worker count. However, unlike the Named User and Employee Count subscription models, you are billed only for Knowledge Workers (above a certain minimum) that are Active Users, as defined in the glossary in section B.

a) Available Services: Cisco WebEx FedRAMP Active User includes the following Services:

a. Meeting Center (Capacity 1000)
b. Training Center (Capacity 200)
c. Event Center (Capacity 1000)
d. Support Center (Capacity 5)

b) Subscription Quantity: Under the Cisco WebEx FedRAMP Active User subscription model you must purchase licenses to all your Employees. The minimum subscription order will be the greater of the following: a) 40 Users; b) 10% of your Knowledge Workers or c) if you are migrating from a WebEx subscription, your current number of Users under your WebEx subscription. Subsequent subscription orders will maintain the Initial Term quantity plus any adjustments pursuant to the True Forward process described below.

c) True Forward: True Forwards are conducted annually based on the average number of Active Users in months 9, 10 and 11 of your subscription ("Average Active Users"). Under the terms of the True Forward, Cisco will not retroactively charge you for growth that occurred during the previous subscription year. In addition, you may not decrease your order quantity (i.e. the number of Knowledge Workers) during the subscription Term. At each annual renewal, Customer's order will be adjusted, if necessary, for any growth as determined by the Average Active Users from the previous year.

4. Optional Add-On Features Available for Purchase
The below listed additional features ("Additional Features") are enabled upon request, but are, in all cases, coterminous with existing Services. That is, these Additional Features are only available with the purchase of Cisco WebEx FedRAMP. Additional Features are not available on a stand-alone basis. Some Additional Features are billed on a per use basis. Others are available as a subscription purchase. Because these features are optional and ancillary to the core Service, there may be an additional fee or cost.

The termination date of Cisco WebEx FedRAMP will constitute termination of any Additional Feature subscription or use, as applicable, irrespective of any remaining time on the Additional Feature subscription.

i) Cisco WebEx FedRAMP Audio Services

Cisco WebEx FedRAMP Audio Services provide toll, toll-free, and call-back capabilities for users to join Cisco WebEx meetings. Cisco WebEx FedRAMP Audio Services can be subscribed to as either a Committed or Uncommitted Billing plan. Subscriber will be billed on per minute usage based from a rate table, or a flat rate, determined at time of purchase.

Cisco WebEx FedRAMP Audio Services are only available with a purchase of web conferencing services, and are not sold on a stand-alone basis.

Cisco WebEx FedRAMP Audio Services provide the following audio access methods:

• **Domestic Toll Call-in**. A single toll call-in number is provided to enable participants to join a Cisco WebEx FedRAMP online meeting using integrated WebEx FedRAMP Audio Services. The bridge country toll number is a U.S. number.

• **Domestic Call-back**. Participants may join a WebEx FedRAMP online meeting using the WebEx FedRAMP Audio Services by having the session call the user at the number specified by the user upon joining the meeting via the Internet or WebEx meeting client. Domestic call-back is available in United States.

• **Global Toll Call-in**. For each supported country, a local toll call-in number is provided to enable participants to join a WebEx FedRAMP online meeting using integrated WebEx FedRAMP Audio Services.

Note: The global call-in Feature is not provisioned in Cisco WebEx FedRAMP by default. Customer must specifically request to enable global call in features to Cisco WebEx FedRAMP. Cisco strongly recommends that Customer's Users and their third party participants utilize Cisco WebEx VOIP when joining Cisco WebEx meetings under Cisco WebEx FedRAMP from locations outside the United States. In the event that Customers' Users and their third party participants join Cisco WebEx meetings from locations outside the United States utilizing a PSTN connection, Customer should be aware that PSTN traffic is unencrypted and subject to local laws whereas Cisco WebEx FedRAMP VOIP traffic is encrypted.

a) Fixed Monthly Rate Offerings:
Following plans offer unlimited usage of specified audio capabilities in supported countries.

• **Cisco WebEx FedRAMP Toll User:** Each entitled user has unlimited access to Global toll call-in and Bridge Country/Domestic (US) toll call-in.

• **Cisco WebEx FedRAMP Toll Plus User**: Each entitled user has unlimited access to Global toll call-in, Bridge Country/Domestic (US) toll call-in and Bridge Country/Domestic (US) call-back.

Additional requirements of FedRAMP Toll User and Cisco WebEx FedRAMP Toll Plus User:

- Cisco WebEx FedRAMP Toll User and Cisco WebEx FedRAMP Toll Plus User are not available in all countries. Regulatory issues in certain markets may limit or restrict use of FedRAMP Toll User and Cisco WebEx FedRAMP Toll Plus User. Contact your sales representative for further information. If the Service is ordered but is limited or restricted in the end-Subscriber's market, this product will not be provisioned as part of the Service.

- For Cisco WebEx FedRAMP Employee Count Host licensing model, the Subscriber must purchase a quantity of Cisco WebEx FedRAMP Toll User or Cisco WebEx FedRAMP Toll Plus User equal to the number of Employees. The minimum quantity is 100.

- For Cisco WebEx FedRAMP Named User licensing model, the Subscriber must purchase a quantity of Cisco WebEx FedRAMP Toll User or Cisco WebEx FedRAMP Toll Plus User equal to the subscription quantity on the data Service(s).

- For Cisco WebEx FedRAMP Active User licensing model, the Subscriber must purchase a quantity of Cisco WebEx FedRAMP Toll User or Cisco WebEx FedRAMP Toll Plus User equal to the subscription quantity on the data Service(s). The minimum quantity is 40 licenses or 10 percent of Employees.

- For Cisco The Cisco WebEx FedRAMP Toll User and Cisco WebEx FedRAMP Toll Plus User services are exclusive of each other per the purchased subscription.

b) **Cisco WebEx FedRAMP Cloud Connected Audio Service Provider Integration with Dedicated Ports Fixed User Ratio**
Cisco WebEx FedRAMP Cloud Connected Audio Service Provider (CCA SP) with Dedicated Ports Fixed User Ratio provides cloud based audio conferencing using IP peering connection which is contracted, provided, and billed separately by the Service Provider partner to the end customer. Information on CCA-SP can be located via .

B. Glossary

An "**Active User"** is a Named User that initiates a Meeting**.**

Capacity means the number of meeting participants that may attend each Cisco WebEx meeting. Capacity includes the Named User meeting host as a participant.

"**Effective Date**" means the first date that you are provisioned for a Cisco WebEx FedRAMP Service.

Employees are the full and part-time employees or third-party contractors of Subscriber and its subsidiaries, and affiliates, if applicable. Employees may include third-party contractors, only if (a) all third-party contractors are counted as an Employee when determining the subscription quantity, (b) Subscriber allows the third-party contractor to use the Services only for the benefit of Subscriber, (c) Subscriber does not charge the third-party contractor for the use of the Services, (d) Subscriber is responsible for all fees incurred by such third-party contractor; and (e) Subscriber shall take full liability for the actions of the third-party contractor, and/or third-party contractor's misuse of the Services.

An **Extraordinary Event** is an event such as a merger or acquisition that increases the total number of Employees by more than twenty percent (20%). Upon an Extraordinary Event, Subscriber must provide access for such additional Employees by contacting the seller and having the Employee Count reset based on the number of Employees in existence after such event. Subscriber must execute an updated order reflecting the revised Employee Count and change to the applicable Service fees.

"**Knowledge Workers**" means your Employees and contractors that use computing or communications devices capable of running the Software or Cisco WebEx FedRAMP as part of their job duties and that are performed on your behalf.

A "**Meeting**" refers to one of the following occurrences initiated by a user: (a) hosting at least one Cisco WebEx meeting under a Cisco WebEx FedRAMP subscription or (b) using their designated PCN service, regardless of whether a Cisco WebEx meeting is launched.

"**True Forward**" is an adjustment process that reconciles fees owed to Cisco when your use exceeds the amount you purchased under your subscription.

Attachment 1: Supplemental Terms

1. Customer Rights and Obligations Concerning its Users Customer grants access to Cisco WebEx FedRAMP to its Users and has the right to terminate the accounts of its Users. Customer and User acknowledge that with regard to User's Cisco WebEx FedRAMP access and use, it is Customer's responsibility (and Cisco has no such responsibility), to communicate all relevant policies and to handle all of Customer's User disputes. When a Customer's User shares information on Cisco WebEx, that information is treated as Customer Data of the Customer. Such Customer Data is subject to the rights and obligations of the Customer.

2. **Cisco WebEx FedRAMP Support:** Cisco WebEx provides 24X7X365 technical support in English to our Subscribers and their attendees. We can be contacted by phone at U.S. Toll-Free 1-877 669 1782 or International Toll +1 408-906-1181. Support is available for the duration of your subscription.

3. **Data Privacy**

   Cisco WebEx FedRAMP is governed by the Data Privacy and Protection provisions in Section 5 of the U CA and the Cisco WebEx Supplements to the Cisco [Privacy Statement](#).

   Cisco may, at any time, cooperate with law enforcement authorities in the investigation of any suspected or alleged illegal or other activities. If Cisco is required to do so by law, this may include, but is not limited to, disclosure, where possible, to the relevant law enforcement authorities of your contact information, your content (as defined in the UCA), user information, and the content of your transmissions through Cisco WebEx FedRAMP.

4. **Audio Restrictions: Country Coverage**
   Due to rapidly changing and unpredictable global telecommunications law and regulations, availability of certain Cisco WebEx Audio Services and related offerings (including but, not limited to, Cisco WebEx FedRAMP Toll Users and Cisco WebEx FedRAMP Toll Plus Users) may become restricted or discontinued. While Cisco WebEx routinely monitors

applicable telecommunications laws and regulations in an attempt to readily adapt to changing legal and political environments, Cisco WebEx reserves the right to modify its Country Coverage Listing for all impacted Cisco WebEx Audio offerings, without notice, as necessary to meet all country legal and regulatory requirements.

Currently, the Cisco WebEx Audio Services in host-based/named user audio subscriptions that may be impacted under these circumstances are:

Bridge Country/Domestic Toll-free call-in
Bridge Country/Domestic Toll call-in
Bridge Country/Domestic Callback
Global Toll-free Call in
Global Toll Call in
Global Call back/CallMe
Integrated VoIP
Audio Broadcast

Also, Cisco WebEx audio is not available to customers with billing addresses in the following countries: Algeria, Armenia, Bahrain, Belarus, Egypt, Georgia, Jordan, Kuwait, Kyrgyzstan, Lebanon, Oman, Qatar, Russia, Saudi Arabia, Tajikistan, Turkey, Turkmenistan, United Arab Emirates, Uzbekistan, and Yemen. Customers based in these locations can purchase integrated audio from an authorized TSP (Teleconferencing Service Provider) Partner.

5. **Disclaimer of Liability – Cisco WebEx FedRAMP Audio Services**

Customers who subscribe to Cisco's WebEx FedRAMP Audio Services utilizing a PSTN connection acknowledge that PSTN traffic is unencrypted. Cisco provides encryption features in its VOIP audio service included in Cisco WebEx FedRAMP. In the event that Customer utilizes a PSTN connection for Cisco WebEx FedRAMP Audio Services and Customer suffers harm resulting from the lack of encryption on PSTN traffic, Customer is solely responsible and Cisco disclaims all liability for any and all such harm.

6. **Compliance Review**

Cisco WebEx will have the right, upon reasonable notice, to audit Subscriber's records 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, sharing an account among multiple Employees, providing an account to a non-Employee, or misrepresenting the total number of Employees.