



Offer Description

Cisco Webex Video Integration for Microsoft Teams

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

This Offer Description applies to the Microsoft Teams Video Integration and any Cisco Offers that reference this Offer Description (collectively, the “**Cisco Offer**”). The Cisco Offer is provided to You as a Cloud Service that allows You to connect to Microsoft Teams meetings by using Microsoft’s Cloud Video Interop (“**CVI**”). Microsoft provides the meetings provisioned through the Cisco Offer and is responsible for all telecom regulatory requirements in the jurisdictions in which it supports the meetings.

2. Support and Other Services

Your purchase of the Cisco Offer includes [Cisco Support](#).

3. Data Handling

The [Disclosure Documents](#) for Cisco Webex Video Integration for Microsoft Teams provide information about data handling practices, security controls, and other features specific to this Cisco Offer.

4. Special Terms

4.1 **Term.** The delivery date starts on the earlier of (a) 30 days from the date Cisco notifies You that any portion of the Cisco Offer is ready for You to start provisioning; or (b) the date any portion of the Cisco Offer has been provisioned and lasts for the Use Term; (the “**Delivery Date**”).

4.2 **Acceptable Use Policy.** The [Cisco Acceptable Use Policy](#) applies to this Cisco Offer.

4.3 **Geographic Terms and Restrictions.** In accordance with global telecommunications law and regulations, the Cisco Offer is currently available in the same countries in which Webex Meetings Paid Subscriptions are available as listed [here](#). If the Cisco Offer is not available in a country, purchases will be restricted.

4.4 **License Models.** The Cisco Offer is available under the following license models: (a) Active Endpoint (You are obligated to pay per Active Endpoint), or (b) all Customer Endpoints (You are obligated to pay for all Customer Endpoints). Both license models are subject to “**True Forward**,” which is Cisco’s periodic review and prospective billing process for increases in use above Your then-current entitlement. Cisco performs True Forwards as described in subsection (A) or (B) below, depending on Your license model. A True Forward will never result in a reduction of Your endpoints.

(A) [Active Endpoint License Model Terms](#)

(1) Your payment obligation and Your Use Rights in the Cisco Offer are based on the number of Active Endpoints You purchase and the number of Active Endpoints You use to access the Cisco Offer. Your initial Active Endpoint entitlement is determined by the quantity of Active Endpoints (“**AE Minimum**”) You include on Your initial Order. Your AE Minimum may increase during the Use Term as Your use of the Cisco Offer increases, and You may be required to pay for additional Active Endpoints.

An “**Active Endpoint**” is an eligible video endpoint that accesses the Cisco Offer to join Your CVI-enabled Microsoft Teams meetings more than once in a rolling 30-day period during Your Use Term (allowing occasional guests to join a customer’s meetings without additional costs). Eligible video endpoints include Cisco Webex Rooms endpoints and non-Cisco SIP endpoints, as well as any endpoint that may join Your CVI deployment from outside Your organization.

(2) [Growth Allowance](#). During your Use Term, Cisco allows overage in an amount up to 10% of your initial AE Minimum without invoicing You or increasing Your AE Minimum (“**Growth Allowance**”).

(3) [Automatic True Forwards](#). During Your Use Term, Cisco will measure Your usage on the last day of month 11 of each 12-month period (“**True Forward Date**” for the Active Endpoint license model) by

calculating the average number of Active Endpoints You used during the last three 30-day periods of each 12-month Use Term before the True Forward Date (“**AE Average**”). If Your AE Average exceeds Your then-current AE Minimum by more than Your Growth Allowance, Your Approved Source will increase Your AE Minimum for the subsequent 12-month period to Your AE Average and will invoice You accordingly, subject to any future True Forwards. The following examples illustrate the True Forward calculation and Growth Allowance:

Example 1

- **Assume:** A customer orders 100 Active Endpoint licenses for an initial AE Minimum of 100. Customer’s 12-month subscription anniversary date is January 15. On the last day of December (the 11th month of the customer’s Use Term), Cisco determines that the customer has used a total of 106 Active Endpoints during October, 108 Active Endpoints during November, and 110 Active Endpoints during December.
- **Result:** Since the average use over the three 30-day periods (October, November, and December) before the upcoming anniversary is 108 Active Endpoints, and 108 Active Endpoints is within the Growth Allowance (less than 10% over the current AE Minimum), the customer will not incur any additional license fees, and the AE Minimum will not increase for the following 12-month period.

Example 2

- **Assume:** A customer orders 100 Active Endpoint licenses for an AE Minimum of 100. Customer’s 12-month subscription anniversary date is January 15. On last day of December (the 11th month of the customer’s Use Term), Cisco determines that customer has used a total of 100 Active Endpoints during October, 125 Active Endpoints during November, and 150 Active Endpoints during December.
 - **Result:** Since the average of the three 30-day periods (October, November, and December) before the upcoming anniversary is 125 Active Endpoints, and 125 Active Endpoints exceeds the Growth Allowance (more than 10% over the current AE Minimum of 100 – in this case 110), the Approved Source will increase the AE Minimum for the following year to 115 Active Endpoints (125-110=15 and 100+15=115) and invoice the customer for 115 Active Endpoint licenses for the remainder of the Use Term, subject to any future True Forwards.
- (4) **Off-cycle True Forwards.** Cisco will conduct an off-cycle True Forward during the Use Term if Cisco reasonably believes that:
- (a) You have used more than half of Your Growth Allowance at any time during the first six months of Your initial Use Term. If that is the case, Your Approved Source will modify Your subscription to increase Your AE Minimum to the new use level and invoice You accordingly for the remainder of the Use Term, subject to any future True Forwards.
 - (b) The average number of Active Endpoints used in any consecutive three 30-day periods exceeds five times (5x) Your AE Minimum. In that case, Your AE Minimum is subject to immediate reset so it equals that average number of Active Endpoints, and your Approved Source will invoice you accordingly.

(B) **All Customer Endpoints License Model Terms**

- (1) Your payment obligation and Your Use Rights in the Cisco Offer are based on the total number of Customer Endpoints in Your organizations, which is reflected in Your subscription. Your initial Customer Endpoint entitlement is determined by the number of Customer Endpoints You include on Your initial order. If You deploy additional Customer Endpoints during the Use Term, You must pay for the additional endpoints pursuant to the True Forward process described in this subsection (B).

A “**Customer Endpoint**” is an eligible video endpoint that is operational and owned by You or Your Affiliate, where “owned” means that it may be subject to a leasing, financing or outsourcing arrangement between You (or Your Affiliate) and a third party. Eligible video endpoints include Cisco endpoints and non-Cisco SIP endpoints that may access the Cisco Offer. For clarity, an endpoint that joins Your CVI deployment from outside Your organization as a guest endpoint does not constitute a “Customer Endpoint.”

- (2) A **True Forward** is conducted for each 12-month anniversary of the Delivery Date on the last day of the calendar month prior to that anniversary date (“True Forward Date” for the Customer Endpoint license model). If Your then-current number of Customer Endpoints exceeds the number of Customer Endpoints included in Your then-current subscription at the True Forward Date, Your Approved Source will bill You for the excess Customer Endpoints. Your Approved Source will also modify Your subscription and

increase Your minimum payment obligation to reflect the higher number of Customer Endpoints for the remainder of Your Use Term.

- (3) Cisco will also conduct an off-cycle True Forward during the Use Term if Cisco reasonably believes at any time that Your then-current number of Customer Endpoints exceeds five times (5X) the number of Customer Endpoints in Your subscription. Your Approved Source will modify Your subscription accordingly and bill You for the excess Customer Endpoints for the remainder of the Use Term, subject to any future True Forwards.