Offer Description: Cisco Webex Video Integration for Microsoft Teams

This Offer Description (the “Offer Description”) describes Cisco Webex Video Integration for Microsoft Teams (the “Cloud Service”). Your subscription is governed by this Offer Description and the Cisco End User License Agreement located at www.cisco.com/go/eula (or similar terms existing between You and Cisco) (the “Agreement”). Capitalized terms used in this Offer Description not otherwise defined herein have the meaning given to them in the Agreement.

1. Description

The Cloud Service allows You to connect your video endpoints (including Cisco Webex Rooms endpoints and third-party SIP endpoints) to Microsoft Teams meetings by using Microsoft’s Cloud Video Interop (“CVI”). Accordingly, Microsoft, not Cisco, is providing such meetings, and is responsible for all telecom regulatory requirements in the jurisdictions in which it supports the meetings.

The Cloud Service is available under the following license models: (i) Active Endpoint (You are obligated to pay per Active Endpoint), or (ii) all Customer Endpoints (You are obligated to pay for all Customer Endpoints).

2. Active Endpoint License Model Terms

2.1. Your payment obligation and Your Usage Rights in the Cloud Service are based on the number of Active Endpoints You purchase and the number of Active Endpoints You actually use to access the Cloud Service. An “Active Endpoint” is an eligible video endpoint that accesses the Cloud Service to join Your CVI-enabled Microsoft Teams meetings more than once in a rolling 30-day period during Your Usage Term. 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.

2.2. Your payment is based on a minimum quantity of Active Endpoints that may increase during the Usage Term as Your use of the Cloud Service increases. Your initial total Entitlement obligation is determined by the number Active Endpoints You include on Your initial Order.

2.3. Beginning on the Delivery Date, Cisco will measure Your usage by calculating the number of Active Endpoints in Your organization that access the Cloud Service. Cisco allows overage (“bursting”) in an amount up to 10% of the number of Active Endpoints in Your initial order. You will not be charged for such bursting unless and until it exceeds, on average per rolling 30-day period, 10% of the number of Active Endpoints in Your initial order in a given 90-day period, in which case You may owe incremental fees on a go-forward basis for such bursting based on Your actual use in excess of the bursting allowance, and Cisco may increase the number of Active Endpoints in your subscription accordingly, beginning in the next 90-day period and continuing for the remainder of the Usage Term. The following examples illustrate the bursting allowance:

Example 1.
Assume: A customer orders 100 Active Endpoint licenses for 100 Active Endpoints. During a given 90-day period, customer uses 106 Active Endpoints during the first rolling 30-day period, 108 Active Endpoints during the second rolling 30-day period, and 110 Active Endpoints during the third rolling 30-day period. Result: Since the average bursting use during each rolling 30-day period is 108 Active Endpoints which is less than 10% of the number of Active Endpoints on the customer’s order, the customer will not incur any additional license fees.
Example 2.

**Assume:** A customer orders 100 Active Endpoint licenses for 100 Active Endpoints. During a given 90-day period, customer uses 100 Active Endpoints during the first rolling 30-day period, 125 Active Endpoints during the second rolling 30-day period, and 150 Active Endpoints during the third rolling 30-day period.

**Result:** Since the average bursting use during each rolling 30-day period equals 125 Active Endpoints, which exceeds 10% of the number of Active Endpoints on the customer’s order, Cisco may increase the number of Active Endpoints in customer’s subscription to 125 Active Endpoints, and the Approved Source may invoice the customer for 125 Active Endpoint licenses beginning in the next 90-day period and continuing for the remainder of the customer’s Usage Term.

2.4. Endpoints are only counted as Active Endpoints if joining CVI-enabled Microsoft Teams meetings more than once during a rolling 30-day period (thereby allowing occasional guests to join a customer’s meetings).

3. **All Customer Endpoints License Model Terms**

3.1. Your payment obligation and Your Usage Rights in the Cloud Service are based on the total number of Customer Endpoints in Your organization. A “**Customer Endpoint**” is an eligible video endpoint that is operational and owned by You or Your Affiliate, where “owned” includes 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 Cloud Service. For clarity, an endpoint that joins Your CVI deployment from outside Your organization as a guest endpoint does not constitute a “Customer Endpoint.”

3.2. Your payment is based on the number of Customer Endpoints that are included in Your subscription. Your initial Entitlement is determined by the number of Customer Endpoints You include on Your initial order. In the event that You deploy additional Customer Endpoints during the Usage Term, within sixty (60) days of such deployment, You agree to increase the number of Customer Endpoints in Your subscription to match the total number of Customer Endpoints that You have deployed. Cisco may also increase the number of Customer Endpoints in Your subscription in accordance with Section 3.3 below.

3.3. At each twelve-month anniversary of the Delivery Date, Your then-current number of Customer Endpoints will be determined by Cisco in its reasonable discretion based upon available usage reports showing the number of Customer Endpoints for the prior three months (e.g., the number of unique Customer Endpoints that are registered or access the Cloud Service). In the event that Your then-current number of Customer Endpoints exceeds the number of Customer Endpoints included in Your then-current subscription at the twelve-month anniversary, Your subscription will be increased to account for the number of Customer Endpoints in excess of Your then-current subscription.

4. **Supplemental Terms and Conditions**

4.1. **Term**

The Delivery Date starts on the earlier of (a) thirty (30) days from the date Cisco notifies You that any portion of the Cloud Service is ready for You to start provisioning; or (b) the date any portion of the Cloud Service has been provisioned and lasts for the Usage Term.

4.2. **Geographic Terms and Restrictions**

In accordance with global telecommunications law and regulations, the Cloud Service is currently available in the same countries in which Webex Meetings Paid Subscriptions are available as listed here. If the Cloud Service is not available in a country, purchases will be restricted.

5. **Data Protection**

The applicable Privacy Data Sheet describes the Personal Data that Cisco collects and processes as part of the delivery of the Cloud Service. For further details on how Cisco processes, uses and protects all categories of data, please visit Cisco’s Security and Trust Center.

6. **Support**

The Cloud Service includes basic online support and phone support. Support will be provided by Cisco, with possible escalation to Microsoft if the issue is determined to be with Microsoft. When support is being provided by Cisco, Cisco will respond as set forth in the table below and may require information from You to resolve service issues. You agree to provide the information requested and understand that a delay in providing the
information to Cisco may delay resolution and response time.

Online Support allows access for support and troubleshooting via online tools, email and web case submission only. No telephone access is provided. Case severity or escalation guidelines are not applicable. Cisco will respond to a submitted case no later than the next business day during standard business hours.

Phone Support provides Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist by telephone, or web case submission and online tools with use and troubleshooting issues. Cisco will respond within one (1) hour for Severity 1 and 2 calls received. For Severity 3 and 4 calls, Cisco will respond no later than the next business day.

You will also have access to Cisco.com, which provides helpful technical and general information about Cisco products, as well as access to Cisco’s on-line knowledge base and forums. Please note that access restrictions identified by Cisco from time to time may apply.

The below table outlines Cisco’s response objectives for submitted cases based on case severity. Cisco may adjust assigned case severity to align with the Severity definitions below.
<table>
<thead>
<tr>
<th>Support Service</th>
<th>Technical Support Coverage</th>
<th>Response Time Objective for Case Severity 1 or 2</th>
<th>Response Time Objective for Case Severity 3 or 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic with Phone Support</td>
<td>24x7 via Phone &amp; Web</td>
<td>Response within 1 hour</td>
<td>Response within next Business Day</td>
</tr>
<tr>
<td>Basic with Online Support</td>
<td>Web</td>
<td>Response to all cases within next Business Day during Standard Business Hours</td>
<td></td>
</tr>
</tbody>
</table>

The following definitions apply to this Section 5:

**Response Time** means the time between case submission in the case management system to support engineer contact.

**Severity 1** means the Cloud Service is unavailable or down or there is a critical impact to a significant impact to Your business operation. You and Cisco both will commit full-time resources to resolve the situation.

**Severity 2** means the Cloud Service is degraded or significant aspects of Your business operation are negatively impacted by unacceptable performance. You and Cisco both will commit full-time resources during Standard Business Hours to resolve the situation.

**Severity 3** means the Cloud Service is impaired, although most business operations remain functional. You and Cisco both are willing to commit resources during Standard Business Hours to resolve the situation.

**Severity 4** means minor intermittent functionality or performance issue, or information is required on the Cloud Service. There is little or no impact to Your business operation. You and Cisco both are willing to provide resources during Standard Business Hours to provide assistance or information as requested.

**Business Day** means the generally accepted days of operation per week within the relevant region where the support will be performed, excluding local holidays as observed by Cisco.

**Local Time** means Central European Time for support provided in Europe, Middle East and Africa, Australia’s Eastern Standard Time for support provided in Australia, Japan’s Standard Time for support provided in Japan, and Pacific Standard Time for support provided in all other locations.

**Standard Business Hours** means 8am to 5pm Local Time (relative to the location of the Cisco TAC) on Business Days.