



Cisco Collaboration Flex Plan Offer Description

This Offer Description (the “**Offer Description**”) describes Cisco Collaboration Flex Plan. Your subscription is governed by this Offer Description and the Cisco Universal Cloud Agreement located at www.cisco.com/go/uca (or similar terms existing between You and Cisco) (the “**Agreement**”), and any Software You install is licensed under the Cisco End User License Agreement located at www.cisco.com/go/eula (the “**EULA**”). Capitalized terms used in this Offer Description and/or the Order not otherwise defined herein have the meaning given to them in the Agreement.

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1. Offer Description.

1.1. Cisco Collaboration Flex Plan.

A Cisco Collaboration Flex Plan subscription allows You to flexibly deploy various Cisco-hosted software-as-a-service offerings (“**Cloud Services**”) and licensed software (“**Software**”) for on-premises or partner-hosted deployments. Cloud Services offered in the plan include: Webex Meetings, Webex Calling, BroadCloud Calling, and Webex Teams. In an on-premises or partner-hosted deployment, Cisco offers the following Software: Cisco Meeting Server and Cisco Unified Communications Manager. Note that when You choose an on-premises or partner-hosted deployment, You will also receive Webex Teams (a Cloud Service).

The Cloud Services and Software are available under license models for named user (customer is obligated to pay per user), active user (customer is obligated to pay for actual usage), enterprise agreement (customer is obligated to pay for enterprise-wide use), or shared meetings (customer is obligated to pre-purchase a fixed number of meetings). Each license model is further described in Section 2 of this Offer Description and reflected on the Order You place with Your Approved Source.

1.2. Cisco Collaboration Flex Plan for Education Customers.

Cisco offers the Cloud Services and Software to Education Customers, as described in Exhibit A of this Offer Description.

2. License Model Terms.

2.1. Named User.

Your payment obligation and Your right to use the Cloud Services and Software is based on the number of Named Users on Your Order, regardless of usage. A **“Named User”** is an employee or contractor given access to the Cloud Services and Software. Each Named User receives a unique account that may not be shared or used by anyone other than the designated employee or contractor. A Named User’s account may not be transferred to another person, except upon: (a) termination of the Named User’s employment or (b) Cisco’s prior written approval. You are solely responsible for the acts and omissions of, or any fees incurred by, Your Named Users.

2.2. Active User.

Your payment obligation is based on the number of Knowledge Workers that access the Cloud Services and Software and that host at least one Meeting (**“Active Users”**). **“Knowledge Workers”** means Your employees and contractors who use computing or communications devices capable of running the Cloud Services and Software as part of their job duties performed on Your behalf. Your Knowledge Worker count also includes the employees of any affiliate that is included on Your Order. A **“Meeting”** is a meeting initiated: (a) in Webex Meetings, Webex Teams, or Cisco Meeting Server; or (b) by phone using a Webex personal conferencing number regardless of whether Webex Meetings, Webex Teams, or Cisco Meeting Server is launched. An unscheduled meeting launched from a Webex Teams one-on-one space will not count as a Meeting.

Your Order must reflect the greater of the following number of Active Users: (c) 40 Active Users; (d) 15% of Your Knowledge Workers; or (e) if You are migrating from an existing subscription, the number of Active Users on the Order associated with Your existing subscription.

A **“True Forward”** is the process to determine the additional fees due for Average Active Users that exceed the Active Users on Your Order. **“Average Active Users”** means the average number of Active Users per month in months nine (9), ten (10), and eleven (11) of Your previous subscription year. Under the active user license model, a True Forward is conducted annually beginning in the second year of Your subscription term. If Your Average Active Users exceed the Active Users on Your Order, Your Approved Source will bill You for the excess Active Users. Your minimum payment obligation for the remainder of Your subscription term will also increase to reflect the higher Active User count. A True Forward will never result in a reduction of Your Active User count.

2.3. Enterprise Agreement.

The enterprise agreement license model is governed by the Cisco Enterprise Agreement Program Terms, which are provided to You and require Your acknowledgment when You place Your Order.

2.4. Shared Meetings.

Your payment obligation and Your right to use the Cloud Services and Software is based on the Concurrent Meetings Cap on Your Order. The “**Concurrent Meetings Cap**” is the maximum number of cloud and on-premises meetings You are entitled to host simultaneously. You may host an unlimited number of meetings during Your subscription term, provided that You do not exceed the Concurrent Meetings Cap. If You exceed the Concurrent Meetings Cap, You must pay for the additional meetings pursuant to the True Forward process below. You must purchase a Concurrent Meetings Cap of at least one (1) but no more than twenty-five (25) combined cloud and on-premises meetings. No more than 250 of Your employees may be given access to Your cloud meetings.

A “**True Forward**” is the process to determine the fees due for Peak Concurrent Meetings that exceed the Concurrent Meetings Cap on Your Order. “**Peak Concurrent Meetings**” means the greatest number of meetings hosted simultaneously during the previous subscription quarter. Under the shared meetings license model, a True Forward is conducted quarterly beginning in the second quarter of Your subscription term. If Your Peak Concurrent Meetings exceed the Concurrent Meetings Cap on Your Order, Your Approved Source will bill You for the excess meetings. Your minimum payment obligation for the remainder of Your subscription term will also increase to reflect the higher Peak Concurrent Meetings. A True Forward will never result in a reduction of Your Concurrent Meetings Cap.

3. Supplemental Terms and Conditions.

3.1. Term.

The initial term starts on the earlier of (a) the date the Software is made available for download or installation; or (b)(1) 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)(2) the date any portion of the Cloud Service has been provisioned, and lasts for the period stated in the Order.

3.2. Restrictions on Use by Minor Children.

The Cloud Service is not intended for use by persons younger than the age of consent in their relevant jurisdiction (e.g., 13 years old in the United States under the US Children’s Online Privacy Protection Act of 1998, or 16 or 13 years old in the European Union as per Member State law) (“**Minor Children**”). Minor Children are not permitted to create an account to use the Cloud Service, and You will not authorize Minor Children to access the Cloud Service.

3.3. Service Suspension.

In addition to the termination rights set forth in the Agreement, Cisco may temporarily suspend Your access to the Cloud Service immediately upon notice to You (in accordance with the notice provisions set forth in the Agreement) if there is an unusual spike or increase in Your use of the Cloud Service and we determine that such traffic or use is fraudulent.

3.4. Third-Party Products.

There are integrated applications and bots that You can download and use with the Cloud Service. Many of these integrated applications and bots are third-party products. Cisco does not support or warrant third-party products and disclaims all responsibility and liability for third-party products used with the Cloud Service. If You use a third-party product, the terms of use for that third-party product are between You and the provider. Some third-party products may contain tracking technology. Accordingly, it is Your responsibility to read the third party's disclosures, terms of use, and privacy policy before using such third-party products with the Cloud Service.

3.5. Geographic Terms and Restrictions.

In accordance with global telecommunications law and regulations, the Cloud Service is currently available in the countries listed [here](#). If the Cloud Service is not available in a country, purchases will be restricted.

a. Webex Audio.

Webex Audio, an available add-on feature of Webex Meetings, is not available to You if Your billing address is in any of 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. If You are based in one of these locations, You may be able to purchase integrated audio from an authorized teleconferencing service provider partner.

b. Pakistan.

If You use Webex Audio in Pakistan, You are responsible, and Cisco has no liability for, ensuring that Your internet service provider has the necessary authorizations to provide VoIP.

c. Russia.

If You use the Cloud Service in Russia, You acknowledge that You are the data operator as defined under Russian law for purposes of Your users' personal data that is collected and processed in connection with the Cloud Service.

3.6. Emergency Response Disclaimer and PSTN Requirement.

a. Emergency Response.

YOUR EMERGENCY RESPONSE LOCATION FOR PURPOSES OF EMERGENCY CALLS IS LIMITED TO YOUR COMPANY ADDRESS. IT IS YOUR RESPONSIBILITY TO ADVISE YOUR EMPLOYEES TO ALWAYS PROVIDE THEIR CURRENT LOCATION WHEN CALLING EMERGENCY SERVICES. IF YOUR BROADBAND CONNECTION, PSTN SERVICE, OR ELECTRICAL POWER FAILS OR IS TEMPORARILY SUSPENDED OR INTERRUPTED, OR ANY OTHER ISSUE ARISES THAT INTERRUPTS YOUR NETWORK CONNECTIVITY, THE CLOUD SERVICE (INCLUDING EMERGENCY CALLS USING WEBEX CALLING AND BROADCLOUD CALLING) WILL ALSO FAIL. BECAUSE CISCO HAS NO CONTROL OVER ANY OF THESE POTENTIAL ISSUES, CISCO IS NOT LIABLE FOR FAILURES RESULTING FROM THESE ISSUES.

b. PSTN Requirement.

In order to use Webex Calling or BroadCloud Calling, You must purchase a PSTN local, long-distance, emergency dialing, and direct-inward-dial service from a Cisco-approved third-party service provider to be combined with the Cloud Service. Once You have purchased and enabled either Cisco Webex Calling or BroadCloud Calling combined with PSTN from a Cisco-approved service provider, the emergency response location for Your employee users, for purposes of their emergency calls to national or state-designated emergency numbers, will be limited to Your company address, regardless of their calling device, line, and location, unless they are directly provisioned and registered to the Cloud Service using their private address.

3.7. Cisco Webex Hybrid Services.

Cisco Webex Hybrid Services allow You to connect Your existing on-premises infrastructure with the Webex cloud platform. If You choose to use Cisco Webex Hybrid Services, You will be required to download and install software applications on Your premises to enable integration with Cisco Webex (“**Hybrid Software**”). You will exercise exclusive control over the Hybrid Software in Your environment. You will maintain the Hybrid Software in a secured environment accessible only to Your authorized employees and agents. You will implement and maintain appropriate technical and organizational measures designed to protect the Hybrid Software against accidental loss, destruction or alteration, unauthorized access, or unlawful destruction. You also represent and warrant that You: (i) have an information security program that complies with generally applicable data privacy and security laws and regulations and is appropriate to the nature and scope of Your activities and services; (ii) conduct routine risk assessments of Your (or Your subcontractor’s) information security program; (iii) regularly employ a current version of industry leading virus and malware protection software; and (iv) otherwise follow industry best practices to protect Your network environment.

Some countries may consider operation of the Hybrid Software a regulated activity. You represent and warrant that You have obtained all requisite authority to operate the Hybrid Software. You agree that You will operate the Hybrid Software only in those countries where the Cloud Service is available and unrestricted as set forth in Section 3.5 above.

You hereby hold Cisco (and its officers, directors, employees, shareholders, customers, agents, successors, and assigns) harmless from and against any and all loss, damages, liabilities, settlement, costs, and expenses (including legal expenses and the expenses of other professionals) as incurred, resulting from Your breach of this Section 3.7.

4. Data Protection.

Cisco’s data protection obligations are set forth in the Agreement. Additionally, the Webex Service, Webex Meetings, and BroadCloud Calling [Privacy Data Sheets](#) supplement the Cisco Privacy Statement and describe the Personal Data that Cisco collects and processes as part of the delivery of the Cloud Service to You.

4.1. Cooperation with Law Enforcement.

If required by law, Cisco may cooperate with law enforcement authorities in the investigation of suspected or alleged illegal or other activities. This may include, but is not limited to, disclosure, where possible, to the relevant law enforcement authorities of Your Personal Data, Your content, and the content of Your transmissions through the Cloud Service.

4.2. Accounts for Personal Use.

If You create an account to use to the Cloud Service for personal use, Your employer's policies will not apply to the data that You share while using the Cloud Service. However, if You use Your employer-issued email address and Your employer later purchases the Cloud Service from Cisco, You will be required to update the email address associated with Your account to a personal email address. Cisco recommends that You use Your personal email address to access the Cloud Service for personal use. If You want to change Your email address, You can do so by following these [instructions](#). If You do nothing, Your account and Personal Data will be controlled by Your employer and Your use will be subject to Your employer's policies.

5. Support.

The Cloud Service and Software include basic online support and phone support. 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.

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.

For Software, Cisco will provide (i) work-around solutions or patches to reported problems and (ii) major, minor, and maintenance releases of the licensed Software version, which can be accessed on Cisco Software Central. You may be required to update to the latest Software release to correct a reported Software problem.

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.

Software Support Service	Technical Support Coverage	Response Time Objective for Case Severity 1 or 2	Response Time Objective for Case Severity 3 or 4
Basic with Phone Support	24x7 via Phone & Web	Response within 1 hour	Response within next Business Day
Basic with Online Support	Web	Response to all cases within next Business Day during Standard Business Hours	

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

Severity 3 means the Cloud Service or Software 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 or Software. 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.

Exhibit A Offer Description Supplement for Education Customers

1. Supplemental Terms and Conditions.

In the main body of the Offer Description, the following paragraphs are inserted at the end of Section 3:

1.1. Education Customers

Cisco Collaboration Flex Plan for Education is intended for use by public or private institutions considered a school, college, university, or other education provider, under applicable law, regulation, or other government policy (“Education Customers”).

a. Obligations with Respect to Minor Children.

As between Cisco and Education Customer:

Education Customer is solely responsible for providing notices to and obtaining appropriate consents from parents and guardians of Minor Children for the collection, use, and processing of Personal Information by Education Customer and Cisco in connection with the delivery of the Cloud Service;

Education Customer will provide such notices and obtain such consents before any collection, use, or other processing of Personal Information of Minor Children, and upon reasonable request will provide evidence of such notices and consents to Cisco in a timely manner; and

Education Customer will provide parents and guardians with the ability to request access, correction, deletion, or suppression of the Personal Information collected from Minor Children.