



## Offer Description – Product

# Cisco Webex – Collaboration Flex Plan

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

1.1 **Cisco Collaboration Flex Plan.** A Cisco Collaboration Flex Plan subscription (“Flex Plan”) allows You to flexibly deploy various Cisco Offers for Cisco-hosted (“**Cloud Service(s)**”), on-premises or partner-hosted deployments. Cloud Services offered in the plan include the following:

- Webex Meetings;
- Webex Calling;
- Customer Experience Essentials (includes Webex Calling);
- Unified Communications Manager Cloud;
- Webex App;
- Webex Webinars (formerly Webex Events);
- Webex Video Integration for Microsoft Teams;
- Webex for Government;
- Unified Communications Manager Cloud for Government; and
- Slido App (offered on a stand-alone basis, separate from its inclusion as a feature of certain Webex Meetings).

In an on-premises or partner-hosted deployment (which includes the Webex App Cloud Service), Cisco may offer the following Software:

- Cisco Meeting Server;
- Cisco Unified Communications Manager (UCM); and
- HCS.

Each of the Cloud Services and Software listed above is a “Product.” In this Offer Description, “Product” may be used to refer to multiple Cloud Services and/or Software.

1.2 **Cisco Collaboration Flex Plan for Education.** The Flex Plan is offered to education customers, as described in this Offer Description. 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 Customer**”).

1.3 **Cisco Collaboration Flex Plan for FedRAMP Certified Services.** Webex for Government, UCM Cloud for Government and Webex Customer Experience Essentials for Government are certified by the Federal Risk and Authorization Management Program (“**FedRAMP**”).

- 1.4 **Cisco Webex Production Assist.** The Webex Production Assist Services team provides services through an assigned Cisco resource to assist in the use of the Flex Plan to conduct Webex Meetings, Trainings, and Webex Webinars (formerly Webex Events). Cisco Production Assist Services may include Technical Monitoring Assist, Standard Assist, Premium Assist, Premium Plus Assist, Event Assist or Lifecycle Assist. Your personnel must be available during the course of the services. Each service is further described in the order and the confirmed reservation. Reservations are required. Requests for reservations are not confirmed until the Webex Production Assist Services team sends a written confirmation. Additional charges apply to add-on services. In the event of cancellation of a confirmed reservation by customer, cancellation fees may apply. Your payment obligation is based on actual usage by Employees together with any applicable cancellation fees.
- 1.5 **Extended Security Pack.** The Extended Security Pack standalone offer includes access to Cloudlock for Webex. Please see the [Cloudlock Offer Description](#) for information related to Cloudlock. The Extended Security Pack with Duo Multi-Factor Authentication (MFA) bundle includes access to both Cloudlock and MFA authentication for Webex. This Duo feature-functionality is limited to basic MFA and single sign-on (SSO). Please see the [Duo Offer Description](#) for information related to Duo Security.
- 1.6 **Webex Video Integration for Microsoft Teams.** Cisco offers the Webex Video Integration for Microsoft Teams as described in its Offer Description.

## 2. Support and Other Services

The Flex Plan includes basic online support and phone support. Support will be provided by Cisco, except for Webex Calling for SP, HCS, and Unified Communication Manager Cloud for Government in which case support will be provided by Your third-party service provider. When support is provided by Cisco, Cisco will respond as set forth in the table below (Section 2.1) 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. 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.

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.

- 2.1 **Response Objectives.** 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	

## 2.2 Definitions. The following definitions apply to this Section 2:

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

**“Severity 1”** means the Product 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 Product 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 Product 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 Product. 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.

## 3. Data Protection

3.1 **Privacy Data Sheets.** The Privacy Data Sheets for the Cloud Services included with the Flex Plan (available at [Cisco’s Trust Portal](#)) describe the Personal Data that Cisco collects and processes as part of delivering the Products.

3.2 **FedRAMP-Certified Cloud Services.** Webex for Government, Unified Communication Manager Cloud for Government, and Webex Customer Experience Essentials for Government have each been certified by the Federal Risk and Authorization Management Program (“**FedRAMP**”). Personal Data processed in connection with Your Use of these Cloud Services is stored in the United States and not subject to international data transfers. If You have access to federal information, it is Your responsibility to ensure that such information is restricted to a FedRAMP-authorized environment and not accessed in connection with the Cloud Services that are not FedRAMP-authorized. In addition, if You authorize Your Cisco Partner to access certain applications and exercise privileged operator rights on your behalf (e.g., the right to configure and manage Your organizations’ use of the Cloud Services in Your Control Hub), You hereby authorize Cisco to grant Your Cisco Partner such rights, and it is Your responsibility to ensure that Your Cisco Partner meets Your FedRAMP and other security requirements.

## 4. Special Terms

4.1 **License Model Terms.** The Product may be available in multiple license models, as described below. You have the flexibility to change Your license model from: (a) Named User to Active User or Enterprise Agreement or (b) Active User to Enterprise Agreement. You may not change Your subscription from Enterprise Agreement to any other license model.

(A) Named User. Your payment obligation and right to use the Product is based on the number of Named

Users on Your order, regardless of usage. If the number of Named Users who access the Cloud Services and Software exceed the number of Named Users on Your order, Your payment obligation will increase to reflect the additional Named Users. Billing reconciliation may occur at any time after You exceed the number of Named Users on Your order.

A “**Named User**” is an employee or contractor given access to the Cloud Services and Software. Each Named User receives an account that may not be shared or used by anyone other than the designated employee or contractor while that Named User is using the account. You, at your sole discretion, may transfer a Named User’s account from one employee or contractor to another employee or contractor. You are solely responsible for the acts and omissions of, or any fees incurred by, Your Named Users.

(B) Active User. The **Active User** license model provides your entire organization with access to Flex Plan Meetings.

(1) Payment Obligation – General. Your payment obligation is based on a minimum quantity of Active Users (“**AU Minimum**”) that may increase during the Use Term as Your organization grows or Your usage of Meetings increases. Your initial total Meetings Entitlement is determined by the number of Knowledge Workers on your initial order. Your order must reflect at least 250 Knowledge Workers or 40 Active Users for You to be eligible to participate in the Active User license model. Each Active User receives a unique account that may not be shared or used by anyone other than the designated employee or contractor.

At the beginning of the Use Term, your AU Minimum will be determined as follows:

- If You are purchasing under a legacy AU license model, Your AU Minimum will be the greater of 40 Active Users or 15% of Your Knowledge Workers. If You are purchasing under a then-current AU license model, Your AU Minimum will be 40 Active Users.
- If you are migrating from an existing subscription, You will retain the number of Active Users associated with Your existing subscription, and Your AU Minimum will be equal to such number.
- Your AU Minimum may be adjusted if the following occurs during the first year of Your subscription:
  - If the peak number of Active Users exceeds five times (5X) Your initial AU Minimum at any time, then Your AU Minimum is subject to an immediate reset such that it would equal the actual number of peak Active Users.
  - Each year on the anniversary of the Delivery Date, Cisco will measure Your Average Active Users – this process is called a “True Forward.” If Your Average Active Users is found to be greater than Your AU Minimum, Your AU Minimum will be increased, and You will owe incremental True Forward fees for these additional Active Users for the remainder of the Use Term. Billing reconciliation may occur at any time after Your AU minimum is increased as a result of the True Forward calculation. A True Forward will never result in a reduction of Your Active User count.
  - For details on the licensing model associated with Real Time Translation (RTT) for Webex Meetings under an Active User (AU) licensing model, see **Exhibit B**.

(2) Payment Obligation – FedRAMP Certified Cloud Services. Under the Active User licensing model, Your order must reflect the greater of the following number of Active Users: (a) 40 Active Users; (b) 10% of Your Employees; or (c) if You are migrating from an existing subscription, the number of Active Users on the order associated with Your existing subscription. After Your initial subscription year, Your minimum payment obligation will be the greater of the following number of Active Users: (a) 40 Active Users; (b) 10% of Your Employees; or (c) Your Average Active Users.

(C) Enterprise Agreement. The Collab Flex Enterprise Agreement license model is governed by the Cisco Enterprise Agreement Program Terms, which require Your acknowledgement when You place Your order. See those terms for your Use Rights.

(D) Shared Meetings. Your payment obligation and right to use the Product is based on the Concurrent Meetings Cap on Your order. You may host an unlimited number of meetings during Your Use Term, as long as 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 in this Section.
- You must purchase a Concurrent Meetings Cap of at least one but no more than 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**” under this Section is the process to determine the fees due for Peak Concurrent Meetings that exceed the Concurrent Meetings Cap on Your order. Under the shared meetings license model, a True Forward is conducted quarterly beginning in the second quarter of Your Use 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 Use Term will also increase to reflect the higher Peak Concurrent Meetings. A True Forward will not reduce Your Concurrent Meetings Cap.

(E) Guest-to-Guest Meetings. Your payment obligation and right to use the Product is based on the Concurrent Meetings Cap on Your order. You may host a number of concurrent Meetings across your Guest-to-Guest Site during Your Use Term, up to Your Concurrent Meetings Cap. If you wish to host more meetings than Your Concurrent Meetings Cap permits, You must purchase additional Meetings from Your Approved Source.

(F) Slido App. Your payment obligation and right to use the Product is based on the number of Users on Your order (initial or renewal), regardless of usage. If at the end of the initial Use Term or any Renewal Term, the number of Users who access the Product exceeds the number of Users on Your initial order or any renewal order, Your Approved Source may adjust Your subscription, payment obligation, and billing reconciliation to reflect the additional Users. You cannot reduce Your User count.

(G) Definitions. The defined terms used in this Section 4.1 mean the following:

“**Active User**” means a Knowledge Worker who accesses the Product and initiated at least one Meeting.

“**Average Active Users**” means the average number of Active Users per month in months nine, ten, and eleven of the preceding year. For clarification, months nine (9), ten (10), and eleven (11) are based on the corresponding three (3) thirty-day periods.

“**Concurrent Meetings Cap**” is the maximum number of cloud and on-premises meetings You are entitled to host simultaneously.

“**Guest-to-Guest Site**” means the specific site dedicated to Your use of Guest-to-Guest Meetings as provisioned via a service application that arranges, authorizes, and licenses Guest-to-Guest Meetings.

“**Knowledge Workers**” means Your employees and contractors who use computing or communications devices capable of running the Product as part of their duties performed on Your behalf.

“**Meeting**” is a meeting initiated: (a) in Webex Meetings, Webex App, or Cisco Meeting Server; or (b) by

phone using a Webex personal conferencing number regardless of whether Webex Meetings, Webex App, or Cisco Meeting Server is launched. An unscheduled meeting launched from a Webex App one-on-one space is not included as a Meeting.

**“Peak Concurrent Meetings”** means the greatest number of meetings hosted simultaneously during the previous quarter of the Use Term.

**“Users”** means Your employees and contractors.

4.2 **Term.** The initial Use Term starts on the date any portion of the Product is provisioned. Cisco will notify you when any portion of the Product is ready for provisioning, at which point You must perform certain steps to begin using it. If You do not complete the provisioning steps, Cisco may automatically activate Your licenses and invoice You for usage based on that auto-activation date. You understand that such auto-activation will mark the start of the initial Use Term and You agree to pay for all use from that date.

4.3 **Subscription Renewal.** Subscription Offers will automatically renew for the renewal period indicated on the order You or Your Cisco Partner placed with Cisco (**“Renewal Term”**) unless:

(A) You notify Your Approved Source in writing at least 45 days before the end of Your then-current Use Term of Your intention not to renew; or

(B) You or Your Cisco Partner elect not to auto-renew at the time of the initial order placed with Cisco.

Your Approved Source will notify You reasonably in advance of any Renewal Term if there are fee changes. The new fees will apply for the upcoming Renewal Term unless You or Your Cisco Partner promptly notify Cisco in writing, before the renewal date, that You do not accept the fee changes. In that case, Your subscription will terminate at the end of the current Use Term.

4.4 **Fees.** To the extent permitted by law, orders for the Product are non-cancellable. Fees for Your use of the Product are set out in Your purchase terms with Your Approved Source.

#### 4.5 **General Restriction on Use by Minor Children**

(A) The Products are generally not directed at children under the age of 18 and may not be used by persons younger than the age at which an individual is considered a “child” under applicable laws limiting or prohibiting the collection, use and/or disclosure of personal information from and about children on the internet 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 Product, and You will not authorize Minor Children to access the Product.

(B) **Exception for Education Customers.** In some circumstances, the Products may be used by Minor Children if the Products are procured for use by an Education Customer if such use is consistent with applicable law, regulation, or other government policy including but not limited to purpose of providing educational services. Since we provide the Products to Education Customers to benefit and enhance a school’s curriculum, we rely on the Education Customer to obtain and provide appropriate legal basis (e.g., consent), if needed, to collect personal information of students. In such case, the Education Customer may have additional obligations with respect to Minor Children depending on the laws in the applicable jurisdiction. As between the parties: the Education Customer is solely responsible ensuring full compliance with all local laws relating to use by Minor Children, including but not limited to providing notifications, obtaining parental consent, enabling parent or guardian requests for access, correction, deletion, or suppression of personal information, and limiting use of personal information, as required by law.

4.6 **Geographic Terms and Restrictions.** In accordance with global telecommunications law and regulations, the

Product is currently available in the countries listed [here](#).

#### 4.7 Webex Calling Offer

- (A) Your use of Webex Calling Plans, Webex Calling, Webex for Government, Unified Communications Manager Cloud (UCM-C) or Unified Communications Manager Cloud for Government (UCM-G) may include additional legal requirements as set out in **Exhibit A** to this Offer Description.
- (B) With regard to Webex Meetings, when Cisco includes dial-in numbers (toll and/or toll-free) and call back features, Cisco does not operate the underlying telecommunications facilities. Cisco obtains these capabilities from authorized operators and Cisco relies on the authorized operator for PSTN-related regulatory compliance.

**4.8 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 Third Parties and Users. You will replace or patch Hybrid Software as new releases become available. 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.

**4.9 Accounts for Personal Use.** Cisco recommends that You use Your personal email address to access the Products for personal use. If You use Your employer-issued email address to access a Product for personal use and Your employer later purchases the Product from Cisco, You will be required to update the email address associated with Your personal account to a personal email address. You can change Your email address by following these instructions. If You do nothing, Your personal account and Personal Data will be controlled by Your employer and Your use will be subject to Your employer’s policies.



## Exhibit A: Additional Terms for Cisco Calling Offers

This Supplement covers all uses of Cisco VoIP services, including the use of any device, system, network, or account in connection with Webex Calling, Cisco Calling Plans, Unified Communications Manager Cloud (UCM-C), and Unified Communications Manager Cloud for Government (UCM-G), Cisco Unified Communications Manager (UCM) (collectively, “**Cisco Calling Offers**”).

### 1. PSTN Requirement & Disclaimers

To use Webex Calling, UCM-C, or UCM-G, You must purchase a public switched telephone network (“**PSTN**”) local, long distance, emergency dialing, and direct- inward-dial service from either (1) a Cisco-approved third-party service provider or (2) Cisco as part of Cisco Calling Plans, to be combined with the Product. When you purchase PSTN service from Cisco, the applicable Cisco Affiliate, including BroadSoft Adaption LLC in the United States and Canada, is the provider of the service.

When utilizing FedRAMP Certified services and connecting to the Cloud Service from locations outside the United States, Cisco strongly recommends that You and Your meeting participants use integrated VoIP. You acknowledge that calls placed over PSTN are unencrypted and subject to local laws. If You use a PSTN connection and suffer harm resulting from the lack of encryption, You are solely responsible, and Cisco disclaims all liability for any such harm.

### 2. Emergency Calling Policy

Emergency calling through Cisco Calling Offers operates differently than traditional emergency calling services. Cisco Calling Offers allow You to make or receive telephone calls over the Internet to or from the PSTN. Though Cisco Calling Offers are similar to traditional telephone services, the nature of voice-over-IP services creates unique limitations and circumstances for emergency calling.

When you deploy Webex Calling or UCM-C combined with PSTN, You must ensure the collection of an emergency response location for Your Users, for purposes of their emergency calls to national or state-designated emergency numbers, as required in Your jurisdiction. This includes if you obtain PSTN service from Cisco via Cisco Calling Plans.

If You obtain PSTN service from Cisco via Cisco Calling Plans, You are also responsible for informing Your Users of Cisco’s relevant policies (located in this Exhibit) and of the need to update their emergency response location if the User’s location changes or the User relocates the equipment used to access the Cisco-provided PSTN service. Please note that Cisco’s [Numbering Policy](#) applies to Cisco Calling Plans.

For Webex Calling users, text to emergency services (including 911 and 988) is not supported. Contact emergency services using another means.

**2.1 Registered Location.** Because a voice-over-IP call can be made anywhere a User has an Internet connection, the caller’s telephone number will not necessarily correspond with the caller’s physical location. All customers must therefore provide Cisco with a “Registered Location” for each User when Cisco Calling

Offers service is set up. The **“Registered Location”** is the street address where the Users will be using the service.

If You or Your Users move the equipment to a new location, You or Your Users must immediately update the Registered Location with the new physical location of the device in Your Control Hub. If the Registered Location is not updated, any emergency calls made from the device may be sent to the wrong emergency response center and will transmit incorrect location information to emergency responders, delaying emergency assistance to Your Users. Customers with multiple Users are responsible for ensuring that an accurate and up-to-date Registered Location is maintained for each User, and that their Users are aware of how the Registered Location can be changed. There may be a delay in making the updated Registered Location available for routing and to emergency call centers.

You are responsible for notifying, and You agree to notify, any User or potential Users of Your VoIP services of the nature and limitations of emergency calls on the VoIP services described in this Policy.

- 2.2 **Emergency Call Routing.** Emergency calls will be handled differently than traditional phone service. When Your Users make an emergency call, Cisco and/or a third-party service provider will attempt to automatically route Your User’s call to the emergency call center corresponding to the Registered Location on Your or Your User’s account. If Your User’s call cannot be routed to the designated emergency call center, for example because Your User’s account does not contain a Registered Location, the call will be routed to a specialized call center, for which You may incur a fee. Your User may be required to provide a name, address, and telephone number to the specialized call center.

Cisco will attempt to automatically provide the emergency call center dispatcher or emergency service operator with the name, Registered Location and telephone number associated with Your or Your User’s account. It is possible that the dispatcher receiving the call may not be able to capture or retain this information. Therefore, when making an emergency call, callers should always immediately inform the dispatcher of their location (or the location of the emergency, if different). If callers are unable to speak, the dispatcher may not be able to locate You if Your location information is not up to date.

Callers should remain on any emergency call until told to disconnect by the dispatcher, as the dispatcher may not have the caller’s number or contact information. If a caller is inadvertently disconnected, the caller should call back immediately.

For technical reasons, including network congestion, it is possible that an emergency call will produce a busy signal or will take longer to connect when compared with traditional emergency calls.

- 2.3 **Service Limitations.** Emergency calling will not work in certain circumstances:

- If the equipment You or Your Users use to make voice-over-IP calls fails or is not configured correctly;
- if You or Your Users are experiencing a power outage or an outage, suspension, or disconnection of Your Internet service; and
- if Your service has been terminated or suspended.

If You or Your Users are not comfortable with the limitations of emergency calls made using Cisco services, Cisco recommends that You or Your Users consider an alternate means for accessing traditional emergency calling services.

- 2.4 **Disclaimer.** **Your emergency response location for purposes of emergency calls may be limited to your company address. It is your responsibility to advise your Authorized Users 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 interrupts your network**

**connectivity, the Product (including emergency calls) will also fail. Cisco will not be liable for any claims arising from failure of your network connectivity.**

The availability of certain features, such as transmission of an emergency response location or Your or Your User's telephone number, depends on factors outside of Cisco's control, including whether local emergency response centers support those features. Cisco disclaims all responsibility for the conduct of local emergency response centers, third parties engaged by You to facilitate emergency response location or other address updates, and all other third parties involved in the provision of emergency response services. As permitted by applicable law, You hereby release, discharge, and hold harmless Cisco (including its directors, officers, employees, contractors, licensors, and agents) from and against any liability relating to or arising from (1) any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency call, (2) Your inability to use a Cisco-provided PSTN service to contact emergency services, or (3) Your failure to make additional arrangements to access emergency services.

### 3. Authorized Use of Cisco Calling Plans

Cisco Calling Plans may be used only for lawful, proper, and appropriate purposes. You shall not use Cisco Calling Plans to engage in any of the following prohibited activities. Likewise, You shall ensure that Your Affiliates and Users do not use Cisco Calling Plans to engage in any of these activities. Additionally, You shall not authorize, assist, or enable any third party to use Cisco Calling Plans to engage in any prohibited activities including:

- Activity that is illegal or that promotes illegal activity or violence, including activity that is defamatory, harassing, threatening, abusive, libelous, malicious, deceptive, or fraudulent behavior
- Activity in connection or conjunction with any pornographic and/or adult entertainment industry purposes, regardless of whether such activity is lawfully permitted
- Misrepresentations as to identity or affiliation with any entity or organization
- Activity that threatens, exploits, or otherwise harms minors or that facilitates or supports human trafficking or terrorism
- Violating or infringing any intellectual property or proprietary rights of Cisco or others
- Unauthorized messages, advertising, or spam, including:
  - Posting multiple messages similar in content to Usenet or other newsgroups, listservs, forums, email mailing lists or other similar groups or lists,
  - High volume use (e.g., customer service numbers) or contact center deployments,
  - Conducting or forwarding surveys, contests, pyramid schemes, charity requests, or chain letters,
  - Relaying email in an anonymous fashion or forging any TCP-IP packet header,
  - Mailbombing, flooding, overloading, attacking, or otherwise interfering with a system or network, or
  - Sending unsolicited calls, messaging, or e-mailings (including without limitation, commercial advertising, and informational announcements) if such unsolicited activities could reasonably be expected to or do in fact provoke complaints
- Harvesting, collecting, or gathering user data without consent
- Activity that is harmful or disruptive to Cisco Calling Plans
- Attempting to circumvent restrictions on access, usage, or security of Cisco Calling Plans
- Bulk call-in lines and auto-dialing or "predictive" dialing

- Repetitive and/or continuous messaging or calling to the same destination or number if such activity could reasonably be expected to or in fact does provoke complaints
- Long duration calls (defined as calls to the same number in excess of four continuous or cumulative hours within a 24-hour period) and/or calls placed to specific numbers/destinations for the purpose of generating charges or fees for or with a third party or any other calling activity that could be construed as traffic pumping or access stimulation
- Use of call services in a manner that does not consist of uninterrupted live human voice dialog by and between natural human beings
- Selling, reselling, subleasing, assigning, licensing, or sublicensing Cisco Calling Plans or any component thereof or using or offering the same on a service-bureau or time-sharing basis
- Using Cisco Calling Plans in any manner that violates industry standards or any third-party policies (including, without limitation, all of the applicable guidelines published by the CTIA (Cellular Telecommunications Industry Association), the Mobile Marketing Association, NENA (National Emergency Number Association), or any other applicable accepted industry associations, carrier guidelines or other similar or analogous industry standards, third party policies or requirements in any jurisdiction)
- Without permission from the owner of a system or network, doing any of the following:
  - accessing the system or network,
  - monitoring data or traffic,
  - probing, scanning, and/or testing firewalls,
  - testing the vulnerability of a system or network, or
  - breaching or bypassing any security or authentication routines of a system or network
- Operating a server in connection with the Services in an “open relay” configuration (a configuration whereby a mail server processes email messages where neither the sender nor the recipient is a local user)
- Use of an open telephone line as a monitoring, intercom, or similar service.

#### 4. Supplemental Country-Specific Terms

In certain countries, additional supplemental terms apply to Your Cisco Calling Plans. Those terms may be found here: <http://cs.co/callingplansterms>.

#### 5. Authorized Use of Business Texting

To the extent Cisco makes business texting available to Users, they may only use business texting to send person-to-person texts to their contacts. You shall not use business texting to engage in any of the following prohibited activities. Likewise, You shall ensure that Your Affiliates and Users do not use business texting to engage in any of these activities. Additionally, You shall not authorize, assist, or enable any third party to use business texting to engage in any prohibited activities including:

- Sending spam (messages, whether automatically or manually, at a high volume and frequency);
- Automated messaging, including bot messaging or use of chatbots;
- Unauthorized texts or phishing text messages;
- Using business texting to store or transmit in any way, messages or content that is illegal, harmful, unwanted, inappropriate, or objectionable, including, but not limited to, messages or content which we determine is false, inaccurate, misleading, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar,

obscene, invasive of another's privacy or hateful or may bring us into disrepute and cause damage to our reputation;

- Sending messages which consist of or contain viruses or malware; and
- Sending messages in breach of any advertising codes of conduct.

Cisco may block or throttle texting traffic that does not conform to authorized use.

## 6. UCM Software

UCM is solely for Your use. If You host UCM in a third-party data center, then You must hold legal title to all necessary hardware and related infrastructure required to run UCM, and a valid license to the software. A third-party cannot host UCM and deliver it as a partner-hosted or similar service without Cisco's written permission. Please contact Cisco or Your Cisco Partner to get this permission.



## Exhibit B: Offer Description Supplement for Real Time Translation – Active User

For customers who have purchased Real Time Translation (RTT) for Webex Meetings under an Active User (AU) licensing model, the following term applies:

Real time translation (RTT) is an add-on service for Webex Meetings or Webinars. RTT Active User (RTT AU) offers customers an Active User licensing model for consumption of RTT services. Under this model, Cisco may conduct a True Forward for customers who purchase RTT AU. The “**True Forward**” operates as follows:

- If the peak number of RTT Active Users exceeds five times (5X) Your initial RTT Active User Minimum at any time, then Your RTT Active User Minimum is subject to an immediate reset such that it would equal the actual number of peak RTT Active Users.
- Each year on the anniversary of the Delivery Date, Cisco will measure Your Average Active Users. If Your Average Active Users is found to be greater than Your AU Minimum, Your AU Minimum will be increased, and You will owe incremental True Forward fees for these additional Active Users for the remainder of the Usage Term.
- Billing reconciliation may occur at any time after Your AU minimum is increased as a result of the True Forward calculation.
- A True Forward will never result in a reduction of Your Active User count.