



Cisco Webex Service and Cisco Collaboration Flex Plan Offer Description

This Offer Description (the "Offer Description") describes the Cisco Collaboration Flex Plan and the Cisco Webex Service. 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.

Cisco Collaboration Flex Plan is a subscription that allows You to purchase Cisco's collaboration products under various deployment models and buying models during Your subscription term. You can choose a Cisco-hosted software-as-a-service offering ("Cloud Service") and/or licensed software ("Software") for on-premises or partner-hosted deployments. In a cloud deployment, Cisco offers the following Cloud Services: Webex Meetings, Webex Calling, Cisco 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 Cisco Webex Teams (a Cloud Service).

When You place an Order, You must choose a meetings solution and/or calling solution. You must also designate a buying model for each solution that establishes your consumption metrics and payment obligation. The available buying models are named user (customer is obligated to pay per user), active user (customer is obligated to pay for actual usage), and enterprise agreement (customer is obligated to pay for enterprise-wide use). You can flexibly migrate from one deployment or buying model to another; however, You must choose one buying model for your meetings solution and one buying model for your calling solution. You may not combine buying models within a solution.



Cisco also offers a Collaboration Flex Plan subscription specifically for Education Customers, as described in Exhibit A of this Offer Description.

1.2. Cisco Webex Service.

Cisco Webex Service is a subscription that allows You to purchase the following Cloud Services: Webex Meetings, Webex Teams, and Webex Calling together under the named user buying model.

2. Supplemental Terms and Conditions.

2.1. Term.

The initial term starts on the date (i) the Software is made available for download or installation, or (ii) the date the Cloud Service is available for Your use, and lasts for the period stated in the Order. If the Order includes both Software and Cloud Services, the initial term starts on the earlier of (i) and (ii), above. The Order will renew in accordance with the Agreement.

2.2. 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.

2.3. Service Suspension.

In addition to the causes of termination 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.

2.4. 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.

2.5. 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, a 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 are based in Pakistan and purchase Webex Audio, 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 are based 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.



2.6. 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 CISCO 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 Cisco 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 Cisco 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.

2.7. Cisco Webex Hybrid Services.

This is an alternative to the Cloud Service architecture that uses Your premises to enable specific components hosted by Cisco. If You use Cisco Webex Hybrid Services, You will receive Software to be deployed on Your premises (“**Hybrid Software**”). With the sole exception of Cisco’s provision of the Hybrid Software to You as described in this Offer Description, You will exercise exclusive control over the Hybrid Software. You shall maintain the Hybrid Software in a secured environment accessible only to Your authorized employees and agents. You have implemented and shall 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 for such environment 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 the provision and 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 Services are available and unrestricted as set forth in Section 2.5 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 2.7.

2.8. Entry-Level Webex Service.

If You elect not to renew Your subscription, Your Webex account will be converted to an entry-level Cloud Service (“**Cisco Webex Free**”). Cisco Webex Free has fewer features and differing usage limits than the paid Cloud Service. Cisco may at any time change those features and limits at our discretion and without notice. Cisco may also deactivate or delete Your Cisco Webex Free account and any related data. Cisco’s deletion of Your data may automatically occur if You exceed of the storage space limit of 5 GB per user (not to be pooled among users).



3. Data Protection.

Cisco’s data protection obligations are set forth in the Agreement. Additionally, the Cisco Webex Service, Cisco Webex Meetings Service, and Cisco 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.

3.1. Cooperation with Law Enforcement.

If Cisco is required to do so 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.

3.2. Authorized User Accounts.

Authorized Users can choose what email address to use when they create an account for the Cloud Service. However, if the email domain associated with any Authorized User’s account is owned or controlled by You and You then add their account to Your subscription, their account and Personal Data will be associated with You, following notice from Cisco. Authorized Users may change the email associated with their account by following these [instructions](#). If they do nothing, their account and Personal Data will be controlled by You and their use will be subject to Your policies.

4. 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 Phone Support	24x7 via Phone & Web	Response within 1 hour	Response within next Business Day
Basic Online Support	Web	Response within next Business Day during Standard Business Hours	Response within next Business Day during Standard Business Hours

The following definitions apply to this Section 4:

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

Cisco Collaboration Flex Plan for Education Offer Description

1. Offer Description.

Cisco Collaboration Flex Plan for Education is a subscription made available by Cisco to our customers who are public or private institutions considered a school, college, university, or other education provider, under applicable law, regulation, or other identifying factor ("Education Customers").

There is one available buying model: enterprise agreement.

2. Supplemental Terms and Conditions.

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.