

## Cisco Collaboration Flex Plan

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### Offer Description and Supplemental Terms

Cisco Collaboration Flex Plan is made available by Cisco to our customers and their authorized users (“You” or “Your”). Your Cisco Collaboration Flex Plan subscription is governed by this Offer Description and the [Cisco Universal Cloud Agreement](#) (“UCA”), and any software You install (“Software”) is licensed under the Cisco End User License Agreement (“EULA”). If You already have an active UCA in place with Cisco, that existing UCA governs.

#### A. Offer Description

1. 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. Under the Cisco Collaboration Flex Plan, You can choose a Cisco-hosted Cloud Service and/or licensed Software for on-premises or partner-hosted solutions. In a cloud deployment, Cisco offers Webex Meetings, Webex Calling, and Webex Teams (each, a “Service”). In an on-premises or partner-hosted deployment, Cisco offers licensed meeting and/or calling Software combined with Webex Teams.
2. When You subscribe to Cisco Collaboration Flex Plan, you purchase meetings Service and Software (“Meetings”) and/or calling Service and Software (“Calling”), and you designate a buying model for each. Both Meetings and Calling include Webex Teams. The available buying models are Named User, Active User, Enterprise Agreement, and Shared Meetings. You can also mix and flexibly migrate from one deployment or buying model to another under Your subscription.
3. For a detailed description of Cisco Collaboration Flex Plan, including the Software entitlements and buying models see the applicable Cisco Collaboration Flex Plan [data sheet](#).
4. Cisco also offers a Collaboration Flex Plan subscription specific to Education Customers. See Exhibit A for more information about Cisco Collaboration Flex Plan for Education.

#### B. Supplemental Terms

1. **Support.** For the duration of Your subscription, You are entitled to unlimited 24x7 access to technical support in English for break/fix issues via phone, web, or email within one business day for lower-severity cases, and within a 60-minute initial response time for severity 1 and 2 cases (“Basic Support”). Basic Support includes access to the knowledge base, as well as all Software updates and upgrades during the Term. Enhanced and Premium Support is also available at an additional cost. For more information about Basic, Enhanced, and Premium Support, see the [Services Description for Cisco Software Support Services](#).
2. **Restrictions on Use by Minor Children.** The 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 Service, and You shall not authorize Minor Children to access the Service.
3. **Third-Party Products.** There are integrated applications and bots that You can download and use with the 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 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 Service.
4. **Cisco Webex Calling Emergency Response Disclaimer and PSTN Requirement**
  - a. **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 SERVICE (INCLUDING EMERGENCY CALLS USING CISCO WEBEX 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. Cisco Webex Calling does not include PSTN and will not work without PSTN. You must purchase PSTN from a third-party service provider that is part of the Cisco Preferred Media Provider ecosystem for PSTN local, long-distance, emergency dialing, and direct-inward-dial service.
- c. Once You have purchased and enabled PSTN from a Cisco Preferred Media 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 with the Service using their private address.

## 5. Data Privacy

- a. Cisco's data privacy obligations related to data processed to deliver the Service are governed by the Data Privacy and Protection provisions in the UCA (which includes the [Cisco Privacy Statement](#)). Additionally, the Cisco Webex Service and Cisco Webex Meetings Service Privacy Data Sheets (available [here](#)) supplement the Cisco Privacy Statement and describe the Personal Information that Cisco collects and processes as part of the delivery of the Service to You.
- b. 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 Service.
- c. Your users can choose what email address to use when they register for the Service. However, if the email domain associated with any user's account is owned or controlled by You and You then add their account to Your subscription, their account and Personal Information will be associated with You, following notice from Cisco. Users may change the email associated with their account by following these [instructions](#). If users do nothing, their account and Personal Information will be controlled by You and their use will be subject to Your policies.

6. **Term.** In a cloud-only deployment, Your subscription starts on the date that Cisco notifies You that any portion of the Service is either ready for You to start provisioning or has been provisioned ("**Provisioning Notice**"). In an on-premises or partner-hosted deployment, Your subscription starts when you have received the Provisioning Notice and either (i) a Software product authorization key is delivered or (ii) a copy of an on-premises Software license is deposited in Your smart account for all Software license type ordered.

## 7. Service Termination and Suspension

- a. **Service Termination.** In addition to the causes of termination set forth in the UCA, Cisco may terminate Your access to the Service immediately upon notice to You (in accordance with the notice provisions set forth in the UCA) if (i) there is an unusual spike or increase in Your use of the Service and we determine that such traffic or use is fraudulent or negatively impacting the operating capability of the Service; or (ii) we determine that provision of any portion of the Service to You is prohibited by any applicable law, regulatory requirement, or any other statutory or non-statutory provision, or has become impractical or unfeasible due to any changed law or regulation.
- b. **Suspension of Service.** Cisco may suspend Your access to the Service for (i) scheduled downtime to permit us to conduct maintenance or make modifications to the Service; or (ii) in the event of a denial-of-service attack or other event that we determine creates a risk to the Service or to any of our customers if the Service were not suspended. When commercially feasible, Cisco will provide You notice of the Service suspension and post updates regarding resumption of the Service following any such suspension. Cisco will restore service to You as soon as reasonably practicable following any servicesuspensions.
- c. **Limitation of Liability.** Cisco has no liability for any damage, liabilities, losses (including any loss of data or profits) that You may incur as a result of a service suspension, unless such suspension was outside the scope of this Offer Description.

## 8. Billing and Payment Obligations; Use Consistent with Ordered Service

- a. Beginning on the Effective Date, You will be billed and are obligated to pay for Your subscription based on the buying model and billing frequency designated in Your Order or Order modification. For a description of the available buying models see the applicable Cisco Collaboration Flex Plan buying model [data sheet](#).
- b. If You exceed the capacity count limits associated with the buying model in your Order, Cisco will charge You or Your Approved Source for such excess use as described in the applicable data sheet.

- c. Unless Your buying model expressly permits account sharing, You will be charged for and responsible for payment related to excess use due to account sharing. Unauthorized account sharing will also constitute a material breach of this Offer Description and will result in Your access being suspended or terminated.

**9. Cisco Webex Hybrid Services.** Cisco Webex Hybrid Services is an alternative to the Service cloud architecture that uses Your premises to enable specific components of the Service hosted by Cisco. If You use Cisco Webex Hybrid Services, You will receive Software to be deployed on Your premises. Accordingly, the following additional terms apply:

- a. Software provided to You as part of Cisco Webex Hybrid Services ("**Hybrid Software**") is licensed under the EULA found [here](#). You are solely responsible for Your use of the Hybrid Software and other than the limited liability set forth in the EULA, Cisco disclaims all liability for Your use of the Hybrid Software. 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 Service is available and unrestricted as set forth [here](#) and as further detailed in Section 10 below.
- b. 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 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.
- c. 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 these terms.

**10. Geographic-Specific Terms and Restrictions**

- a. **General.** Due to global telecommunications law and regulations, The Service is currently available in the countries listed [here](#). If the Service is not available in a country, purchases will be restricted.
  - i. **Cisco Webex Audio.** Cisco Webex Audio, a feature of Cisco 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 (TSP) partner.
- b. **Pakistan.** If You are based in Pakistan and purchase Cisco 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 related to the provision of the Service.



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

**12. Governing Terms; Order of Precedence**

- a. Your subscription is governed by:
  - i. this Offer Description, the UCA;
  - ii. the Cisco EULA (if applicable); and
  - iii. Your purchase agreement with Cisco (if You purchased direct from Cisco).
- b. In the event of a conflict between any of the above documents, the order of precedence is as set out above.

**Exhibit A**  
**Cisco Collaboration Flex Plan for Education**  
**Supplemental Terms**

- A.** Cisco Collaboration Flex Plan for Education is made available by Cisco to our customers that are a public or private institution considered to be a school, college, university, or other education provider, under applicable law regulation, or other identifying factor ("**Education Customers**").
- B.** There is one available buying model: Enterprise Agreement. For a detailed description of Cisco Collaboration Flex Plan for Education, including the Software entitlements and Enterprise Agreement buying model, see the Cisco Collaboration Flex Plan for Education [data sheet](#).
- C.** As between Cisco and Education Customer:
  - 1.** Education Customer is solely responsible for providing notices to and obtaining appropriate consents from parents/guardians of such Minor Children for the collection, use, and processing of Personal Information by Education Customer and Cisco in connection with the delivery of the Service;
  - 2.** Education Customer will provide such notices and obtain such consents before any collection, use, or other processing of Personal Information of the Minor Children, and upon Cisco's reasonable request will provide evidence of such notices and consents to Cisco in a timely manner; and
  - 3.** Education Customer will provide parents/guardians with the ability to request access, correction, deletion, or suppression of the Personal Information collected from the Minor Children.