



Offer Description : Cisco Webex Named Device Subscription

This Offer Description (the “**Offer Description**”) describes Cisco Webex Named Device Subscription. 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.

A Cisco Webex Named Device Subscription allows You to flexibly deploy various Cisco-hosted software-as-a-service offerings (“**Cloud Services**”) and licensed software (“**Software**”) for on-premises deployments for Your Cisco video endpoints. Cloud Services offered in the plan include: Webex Meetings device registration. In an on-premises deployment, Cisco offers the following Software: Cisco Unified Communications Manager and Cisco Expressway.

The Cloud Services and Software are available under a license model for each named device for which you You purchase coverage (customer is obligated to pay per device). The license model is further described in Section 2 of this Offer Description and reflected on the Order You place with Your Approved Source.

2. License Model Terms.

Named Device

Your payment obligation and Your right to use the Cloud Services and Software is based on the number of Named Devices on Your Order, regardless of usage.

A “Named Device” is a Cisco video endpoint given access to the Cloud Services and/or Software. Each Named Device receives a unique account that may not be shared or used by any other device other than the designated device it has been registered to. A Named Device account may not be transferred to another device unless the designated Named Device is removed from service.

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 or Software is ready for You to start provisioning; or (b)(2) the date any portion of the Cloud Service or Software 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. Pakistan.

If You access the Cloud Service in Pakistan using integrated VoIP, You are responsible, and Cisco has no liability for, ensuring that Your internet service provider has the necessary authorizations to provide VoIP.

b. 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.

4. Data Protection.

Cisco's data protection obligations are set forth in the Agreement. Additionally, the Webex Meetings [Privacy Data Sheet](#) supplements the Cisco Privacy Statement and describes 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 & Maintenance.

The Cloud Service and Software include basic online support and phone support. Support will be provided by Cisco. 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.

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.