Product Description for
Webex

Please note that this Product Description applies to A-WX, A-WORK-3, A-WORK-DIRECT and related SKUs only.

This Product Description is for Webex (“Webex”). Capitalized terms, unless defined in this document, have the meaning in the General Terms or End User License Agreement as applicable and found here: https://www.cisco.com/c/dam/en_us/about/doing_business/legal/eula/cisco_end_user_license_agreement-eng.pdf. For clarity, this Product Description has historically been referred to as an Offer Description or Supplemental End User License Agreement. References to those documents should be interpreted as a reference to this Product Description.

1. Summary

1.1 Cisco Webex

A Cisco Webex subscription includes the following services: Webex Meetings, and Webex App. In addition, the Webex Work bundle includes Webex Calling.

1.2 Education Users

Cisco offers the Cisco Technology to Education Users, as described in Exhibit A.

1.3 Cisco Webex Meetings FedRAMP

Cisco offers a Federal Risk and Authorization Management Program-authorized version of Webex Meetings (”Webex Meetings FedRAMP”), as described in Exhibit B.

1.4 Cisco Webex Assist

Cisco offers the Webex Assist Services to Webex Meetings Users as described in Exhibit C.

1.5 Webex Work Bundle

Cisco offers the Webex Work bundle as described in Exhibit D.

1.6 Webex Calling

Use of Webex Calling entails additional legal requirements as described in Exhibit E. When Cisco includes dial-in numbers (toll and/or toll-free) and call back features in connection with Webex Meetings offers, Cisco does not operate the underlying telecommunication facilities itself. In those cases, Cisco obtains these capabilities from authorized operators at the wholesale level, and Cisco is therefore reliant on the underlying authorized operator in connection with PSTN-related regulatory compliance.

2. Support and Other Services

If included in your Usage Rights, Cisco will provide You with support for Webex as described here: https://www.cisco.com/c/dam/en_us/about/doing_business/docs/cisco-software-support-service.pdf.
3. Performance Standards

Webex comes with Cisco’s standard warranties for Software and Cloud Services as set out in the EULA.

4. Data Protection


5. Special Terms

5.1 License Model Terms

Webex is available under license models for Named User (customer is obligated to pay per Named User), Active User (customer is obligated to pay for actual usage), Employee Count (customer is obligated to pay for enterprise-wide use), or Ports (customer is obligated to pay per shared account). Each license model is further described below and reflected on the order You place with Your Approved Source.

a. **Named User.** Your payment obligation under the Named User license model is based on the number of Named Users on Your order, regardless of actual usage. A “Named User” is an employee or contractor given access to the Cisco Technology. 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 advance written approval.

b. **Active User.** Your payment obligation under the Active User license model is based on the number of Employees that access the Cisco Technology and that host at least one Meeting (“Active Users”). “Employees” means all of Your employees plus any of Your contractors who meet the following criteria: (a) they work on Your behalf; (b) their work is under Your control or supervision pursuant to a consulting, staffing, or other similar written contract; and (c) they have access to Your systems or networks in the ordinary course of providing their services to You. Your Employee count also includes the employees of any Affiliate that is included on Your order. A “Meeting” is a meeting initiated: (a) in Webex Meetings or Webex App; or (b) by phone using a Webex personal conferencing number regardless of whether Webex Meetings or Webex App is launched. An unscheduled meeting launched from a Webex app one-on-one space is not included as a Meeting.

Your order must reflect the greater of the following number of Active Users: (a) 75 Active Users; (b) 15% 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) 75 Active Users; (b) 15% of Your Employees; or (c) Your Average Active Users. “Average Active Users” means the average number of Active Users per month in months nine, ten, and 11 of Your previous subscription year. This will never result in a reduction of Your Active User count.

c. **Employee Count.** Your payment obligation under the employee count license model is based on Your total enterprise-wide number of Employees (as defined in Section 2.2. above) or the number listed on the order, whichever is greater. Your order must reflect the greater of the following: (a) Your enterprise-wide Employee count or (b) 100 Employees. Up to 120% of the Employee quantity identified on Your order may access Webex (“Growth Allowance”) without incurring additional fees. If, at any time, Your provisioned quantity of Employees exceeds Your Growth Allowance, You will be obligated to pay for such excess Employees. An “Extraordinary Event” is a one-time event, such as a merger or acquisition, that results in an increase in Your Employees in excess of Your Growth Allowance. If an Extraordinary Event occurs, You will be obligated to modify Your order to reflect the higher Employee count promptly after the Extraordinary Event.

d. **Ports.** Your payment obligation under the Ports license model is based on the number of shared accounts or “Ports” on Your order. An unlimited number of Your Employees can host meetings using Your Ports, provided that the number of meeting participants does not exceed the number of Ports on Your order. If, at any time, Your number of meeting participants exceeds Your Ports, You will be obligated to pay a fee for such excess use. If required, Your Approved Source will generate a bill for the number of meeting participants in excess of the Ports on Your order.
5.2 Supplemental Terms and Conditions

a. **Term.** The initial Usage Term starts on the earlier of (a) 30 days from the date Cisco notifies You that any portion of the Webex is ready for You to start provisioning; or (b) the date any portion of the Webex has been provisioned.

b. **Restrictions on Use by Minor Children.** Generally, the Cisco Technology is not authorized 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 Cisco Technology, and You will not authorize Minor Children to access Webex.

c. **Geographic Terms and Restrictions.** In accordance with global telecommunications law and regulations, Webex is currently available in the countries listed here.

d. **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.
Exhibit A: Product Description Supplement for Education Users

1. Supplemental License Model Terms

The following paragraph is included at the end of Section 5.1(b) Active User and Section 5.1(c) Employee Count of the Product Description: Students may access the Cisco Technology at no additional charge. "Students" means the full or part-time students currently enrolled at Education User’s institution. Alumni, former students, prospective students, and students on a leave of absence will not be considered Students.

2. Supplemental Terms and Conditions

The following paragraphs are included at the end of Section 5 of the Product Description:

2.1 Education End Users

Cisco Webex 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 Users”).

2.2 Obligations with Respect to Minor Children

As between Cisco and Education User:

a. Education User 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 User and Cisco in connection with the delivery of the Cisco Technology;

b. Education User 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

c. Education User will provide parents and guardians with the ability to request access, correction, deletion, or suppression of the Personal Information collected from Minor Children.
Exhibit B: Product Description Supplement for Webex Meetings FedRAMP

1. Supplemental License Model Terms

1.1 Active User

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. “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.

1.2 Employee Count

The second sentence of Section 2.3 Employee Count in the Product Description is replaced with the following for purposes of this Supplement: Your order must reflect the greater of the following: (a) Your enterprise-wide Employee count or (b) 250 Employees.

2. Supplemental Terms and Conditions.

The following paragraphs are included at the end of Section 3 for purposes of this Supplement:

2.1 U.S. Government Customers

Cisco Webex Meetings FedRAMP is authorized for use by United States government entities and contractors, including federal, state, and local government agencies and public educational institutions.

2.2 Disclaimer of Cisco’s Liability Related to PSTN Traffic

When connecting to Webex Audio 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.
Exhibit C: Product Description Supplement for Webex Assist

Supplemental Description

The following paragraph is included at the end of Section 1 of the Product Description as pertains to Webex Assist: Cisco Webex Assist.

Cisco Webex Assist Services provide services through an assigned Cisco resource to assist in the use of Cisco Technology to conduct Webex meetings, trainings, and events. Cisco Webex Assist Services include 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 Cisco Webex Assist 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.
Exhibit D: Product Description Supplement for Webex Work

1. Supplemental License Model Terms

The following paragraphs replace what is included in Section 2 of the Product Description and describe the sole license model available for purchasers of the Webex Work bundle.

Webex Work

Webex Work includes Webex App (Messaging), Webex Meetings (Webex Meetings 1,000), and Webex Calling. Your payment obligation for the Webex Work bundle and Your Entitlement is based on the number of Named Users each month as calculated by Cisco according to the following method: Your order will reflect any monthly minimum number of committed Named Users ("Committed Users") that You have agreed to for the Usage Term. You may increase but not decrease the number of Committed Users during the Usage Term by notifying Your Approved Source to modify Your subscription. You may add or remove additional Named Users above the number of Committed Users during the Usage Term ("Uncommitted Users" or "Overage Users") by notifying your Approved Source or changing the quantity of Uncommitted or Overage Users in Control Hub.

You will be billed for the Committed Users at the Committed User rate on a monthly basis during the Usage Term regardless of Your actual usage. You will be billed every month for the previous month’s Uncommitted Users or Overage Users at the Uncommitted or Overage User daily rate. Uncommitted Users or Overage Users will be calculated based on the maximum number of Uncommitted or Overage Meetings or Calling Named Users provisioned in Your Control Hub each day during the prior month (whichever workload count is higher) and regardless of whether or not both services have been deployed for a User. The rates You will pay for Committed, Uncommitted or Overage Users will be included in Your quote from Your Approved Source. A "Named User" is an employee or contractor given access to the Cisco Technology. 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.

Optional licenses for add-on products and features ("Add-ons") including but not limited to Device Registration, Common Areas, and Event Center, are available to You under the same committed and uncommitted offer and billing terms as Named Users: Your usage of these Add-ons will be billed on a monthly uncommitted basis at the daily uncommitted rate unless You choose to modify their status to committed, in which case You will pay the committed rate for those licenses for the remainder of the Usage Term. The rates you will pay for committed and uncommitted Add-ons will be included in Your quote from Your Approved Source.

You may not have simultaneous Webex Work and Collaboration Flex Plan subscriptions.

2. Supplemental Terms and Conditions For Calling Services

Webex Work is also subject to additional calling-related terms, which are described in Exhibit E.
Exhibit E: Cisco Calling Offers Supplement

1. PSTN Requirement & Disclaimer

To use Webex Calling, Unified Communications Manager (UCM), or Unified Communications Manager Cloud for Government (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 Cisco Technology. 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.

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 Unified Communications Manager Cloud 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.

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 CISCO TECHNOLOGY (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.