



Cisco Collaboration Flex Plan Offer Description and Supplemental Terms

This Offer Description describes the terms of the Cisco Collaboration Flex Plan made available by Cisco to our customers and their authorized users (“**Subscriber**,” “**you**” or “**your**”). Your Cisco Collaboration Flex Plan subscription is governed by this Offer Description and the [Cisco Universal Cloud Agreement](#) (“**UCA**”). If you have an active UCA in place with Cisco, that existing UCA governs. Any software you install as part of Cisco Collaboration Flex Plan (“**Software**”) is governed by this Offer Description and is licensed under the Cisco End User License Agreement (“**EULA**”). If you purchase Cisco Collaboration Flex Plan from an Approved Source (as defined in the UCA) then your purchase terms, including the terms described in your Order are between you and the Approved Source.

A. Overview

1. General Description

- a. Cisco Collaboration Flex Plan is a flexible way to subscribe to Cisco collaboration Services and Software across a variety of deployment models and buying models. Under the Cisco Collaboration Flex Plan you can choose between Cisco-hosted cloud Services and licensed Software for on-premises or partner-hosted solutions, and you can mix or flexibly migrate from one deployment or buying model to another under one subscription. The Cisco-hosted cloud Services are Cisco Webex Teams plus Meetings and they include the Cisco Webex Teams application, Cisco Webex Meetings and Cisco Webex Calling (“**Services**”). The licensed Software includes Cisco Unified Communications Manager and Cisco Meeting Server. The core capabilities in Cisco Collaboration Flex Plan are Cisco meetings and Cisco calling.
- b. The tables below provide an overview of the available buying models and deployment models within Cisco Collaboration Flex Plan. For a description of your buying model and more information about the Cisco Collaboration Flex Plan, please see the applicable Cisco Collaboration Flex Plan buying model data sheet, found [here](#). For a detailed description of the Services features please see the [Services data sheet](#).

2. Buying Models & Deployment Models

- a. Cisco Collaboration Flex Plan is available for purchase under the buying models listed in Table 1 below. The subscription provides a choice of buying model for Cisco collaboration meetings Services and Software (“**Meetings**”) and Cisco collaboration calling Services and Software (“**Calling**”). When you subscribe to Meetings and/or Calling, you select a buying model for each in your purchase order (“**Order**”) based on the buying model availability set forth in Table 1. You can mix your buying models, such that Meetings has one buying model and Calling has another; however, you may not choose more than one buying model for Meetings or Calling. You also have the flexibility to move from one buying model to another during your subscription provided that you move from a) Named User to Active User or Enterprise Agreement or from b) Active User to Enterprise Agreement.
- b. When you subscribe to Cisco Collaboration Flex Plan, you designate a deployment model in your Order for each user. Available deployment models in Cisco Collaboration Flex Plan are listed in Table 2 below along with the cloud, on-premises, or partner-hosted entitlement that corresponds to each option. You have the flexibility to change your deployment model during your subscription by modifying your Order. As described in the Cisco Collaboration Flex Plan documents referred to in Section A.1.b above, you have the option to transition your applicable Services and Software from on-premises or partner-hosted deployments to cloud deployments, and vice versa.



Table 1: Cisco Collaboration Flex Plan Buying Model Availability

	Buying Models		
	Named User	Enterprise Agreement	Active User
	Based on the number of employees you name to use the Services or Software	Enterprise-wide based on your total number of knowledge workers	Based on your employees' actual usage
Cisco Collaboration Flex Plan Calling	✓	✓	
Cisco Collaboration Flex Plan Meetings		✓	✓

Table 2: Cisco Collaboration Flex Plan Deployment Models

Cisco Collaboration Flex Plan Bundles	Deployment Models		
	Cloud	On-Premises	Partner-Hosted
Cisco Collaboration Flex Plan Calling	Cisco Webex Calling software as a service ("SaaS") + Cisco Webex Teams Messaging (SaaS)	Cisco Unified Communications Manager ("CUCM") software + Cisco Webex Teams Messaging (SaaS)	Hosted Collaboration Solution (CUCM software hosted by a partner) + Cisco Webex Teams Messaging (SaaS)
Cisco Collaboration Flex Plan Meetings	Cisco WebEx Meetings SaaS + Cisco Webex Teams Messaging (SaaS)	Cisco Meeting Server + Cisco Webex Teams Messaging (SaaS)	n/a*

*A partner-hosted option is not available under Cisco Collaboration Flex Plan Meetings.

B. Supplemental Terms

1. Term and Termination

- a. Your Cisco Collaboration Flex Plan subscription starts on the date that Cisco notifies you that any portion of your Services is either ready for you to start provisioning or has been provisioned ("Provisioning Notice"); if you have also licensed Software for use on-premises, your subscription starts when you have received Provisioning Notice and, when 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 (collectively, "Effective Date"). Your subscription term begins on the applicable Effective Date and lasts for the duration stated in your Order ("Term").
- b. Your Order may provide that a renewal Term will begin automatically unless either party provides notice of termination at least thirty (30) days prior to the commencement of the next renewal Term. The termination will be effective on the last day of the applicable Term, and you will pay for Cisco Collaboration Flex Plan until the end of the current Term. All of your Software licenses will terminate on the effective date of termination.
- c. If the fees for Cisco Collaboration Flex Plan will change for any renewal Term, Cisco will notify you or your Approved Source in time for you to reject the fee change by sending a notice of termination no later than 30 days prior to the start of the renewal Term. If Cisco does not receive a notice of termination from you or your Approved Source, your subscription will renew for the renewal Term and the new fees will apply, with no further action required by you.

2. Billing & Payment Obligations; Use Consistent with Ordered Services

- a. Beginning on the Effective Date, you will be billed based on the buying model and billing frequency designated in your Order.
- b. When you (or your Partner) place an Order for Cisco Collaboration Flex Plan, or modify an existing Order, you designate a buying model for your Cisco Collaboration Flex Plan subscription. For a description of the available buying models see the applicable Cisco Collaboration Flex Plan buying model data sheet, found [here](#). You are obligated to pay for Cisco Collaboration Flex Plan based on your buying model designation(s) as of the effective date of your Order or Order modification.



- c. If you exceed the capacity count limits associated with the buying model in your Order, Cisco will charge you for such excess use.

3. Employer Rights and Obligations Concerning Your Users

- a. If you are purchasing Cisco Collaboration Flex Plan for your employee users, you grant access to the Services and/or Software to your users and you have the right to terminate the accounts of your users. You acknowledge that it is your responsibility to communicate all relevant policies related to the Services and/or Software access and use to your users, and to handle all of your user disputes.
- b. Your employee users can choose what email address to use when they register for the Services and/or Software. However, if the email domain associated with any user's account is owned or controlled by you (as the Subscriber) and you then add their account to your subscription, their account 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 will be controlled by you, as the Subscriber, and their use will be subject to your policies.

4. **Subscribers in Pakistan.** If you are a Subscriber in Pakistan and purchase audio services associated with Cisco Collaboration Flex Plan, you are responsible, and Cisco has no liability for ensuring that your internet service provider has the necessary authorizations to provide voice over internet protocol.

5. **Subscribers in Russia.** If you are a Subscriber in Russia, you acknowledge that you are the data operator as defined under Russian Law for purposes of your employee users' personal data that is collected and processed related to the provision of Cisco Collaboration Flex Plan.

6. Cisco Collaboration Flex Plan Support

- a. Basic Support is included in any Cisco Collaboration Flex Plan subscription at no additional cost for the duration of your subscription. Under Basic Support 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. Your 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, please go to the [Services Description for Cisco Software Support Services](#).
- b. If you migrate Cisco TelePresence® endpoints from on-premises Cisco call control software to a Cisco Collaboration Flex Plan subscription, you must maintain a valid Cisco Smart Net Total Care™ support contract on the Cisco TelePresence endpoints for the duration of your Cisco Collaboration Flex Plan subscription.

7. **Restrictions on Use by Minor Children.** Cisco Collaboration Flex Plan related Services and Software 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**"). You shall not authorize Minor Children to access Cisco Collaboration Flex Plan related Services and/or Software. In order to use the Services and/or Software, you must be at the age of consent in your jurisdiction at the time that you create an account. If you are under the age of consent in your jurisdiction, you may not use Cisco Collaboration Flex Plan related Services and/or Software.

8. **Account Sharing.** Unless you purchase a Cisco Collaboration Flex Plan offer that expressly permits sharing, account sharing will constitute a material breach of your Agreement and will result in the Subscriber's access being suspended or account terminated. The Subscriber will also be charged for and responsible for payment related to excess usage in violation of these terms.

9. **Governing Terms; Order of Precedence.** Cisco Collaboration Flex Plan is governed by this Offer Description, UCA, the Cisco EULA (if applicable), and the applicable purchase agreement with Cisco or your Approved Source. In the event of a conflict between any of the above documents, the terms of this Offer Description will control, followed by the UCA, the EULA (if applicable), and finally the purchase agreement.

10. **Third-Party Products.** There are integrated applications and bots that you can download and use with the Services. Many of these integrated applications and bots are third-party products. Please note that Cisco does not support or warrant third-party products and disclaims all responsibility and liability for third-party products used with the Services. If you use a third-party product, the terms of use for that third-party product are between you and the provider. Please be aware that 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 Services.



11. Cloud Calling PSTN Service and Emergency Calling

- 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 SERVICES (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 capability does not include PSTN and will not work without PSTN services. You will need to 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 the PSTN services 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 Services using their private address.

12. Data Privacy

- a. Cisco's data privacy obligations related to data processed to deliver the Services are governed by the Data Privacy and Protection provisions in Section 6 of the UCA (which includes the [Cisco Privacy Statement](#)). Additionally, the [Cisco Webex Teams Privacy Data Sheet](#) is a supplement to the Cisco Privacy Statement and describes the personal data that Cisco collects and processes as part of the delivery of the Services 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 Services.

13. 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 Services immediately upon our 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 Services and we determine that such traffic or use is fraudulent or negatively impacting the operating capability of the Services; or (ii) we determine that our provision of any of the Services 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 Services.** Cisco may suspend your access to the Services for (i) scheduled downtime to permit us to conduct maintenance or make modifications to the Services; or (ii) in the event of a denial-of-service attack or other event that we determine creates a risk to the Services or to any of our Subscribers if the Services were not suspended.
- 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. Cisco will endeavor to provide you notice of the Services suspension and post updates regarding resumption of the Services following any such suspension, but shall have no liability if we fail to do so. Cisco will endeavor to restore service to you as soon as reasonably practicable following any service suspensions.

14. Cisco Webex Hybrid Services.

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 ("HS Software") is licensed under the EULA found [here](#). You are solely responsible for your use of the HS Software and other than the limited liability set forth in the EULA, Cisco disclaims all liability for your use of the HS Software. Some countries may consider the provision and operation of the HS Software a regulated activity. You represent and warrant that you have obtained all requisite authority to operate the HS Software. You agree that you will operate the HS Software only in those countries where the Services is available and unrestricted as set forth [here](#) and as further detailed in Section 16 below.



- b. With the sole exception of Cisco's provision of the HS Software to you as described in this Offer Description, you will exercise exclusive control over the HS Software. You shall maintain the HS 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 HS 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.

15. Geographic Restrictions

- a. **Country Availability.** The Services are not available in all countries, accordingly purchases may be limited or restricted in some markets. If the Services ordered are limited or restricted in the Subscriber's market, Cisco will not be able to provision the Services. The Services are currently available in the countries listed [here](#).
- b. **Audio Coverage.** For meetings with audio services, there are certain geographic restrictions due to local telecommunications regulations.
 - i. Due to rapidly changing and unpredictable global telecommunications law and regulations, availability of certain Cisco audio services and related offerings may become restricted or discontinued. While Cisco routinely monitors applicable telecommunications laws and regulations in an attempt to readily adapt to changing legal and political environments, Cisco reserves the right to modify its [Country Coverage Listing](#) for all impacted Cisco audio offerings, without notice, as necessary to meet all country legal and regulatory requirements.
 - ii. Currently, the Cisco audio services in committed, uncommitted, and host-based/named user audio subscriptions that may be impacted under these circumstances are:

Bridge country/domestic toll-free call-in
Bridge country/domestic toll call-in
Bridge country/domestic callback
Global toll-free call-in
Global toll call-in
Global call-back/call-me
Integrated VoIP

- iii. Cisco audio is not available to Subscribers with billing addresses in 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. Subscribers based in these locations can purchase integrated audio from an authorized teleconferencing service provider (TSP) partner.

Entry-Level Services. If Subscriber elects not to renew the Cisco Collaboration Flex Plan subscription, Subscriber's account will be converted to the entry-level service ("**Cisco Webex Teams Free**"). Cisco Webex Teams Free has fewer features and differing usage limits. Cisco may at any time change those features and limits at our discretion and without notice. Cisco may deactivate or delete your Cisco Webex Teams 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 Teams Free or specific Cisco Webex Teams Free features. Cisco's deletion of your content may automatically occur



after you discontinue using Cisco Webex Teams Free or if you exceed of the storage space limit of . 5 GB per user(not to be pooled among users).