



## Offer Description – Product

# Cisco Webex – A-WX/A-WORK-3/A-WORK-DIRECT

This Offer Description is part of the [General Terms](#) or similar terms existing between You and Cisco (e.g., the End User License Agreement) (the “**Agreement**”). Capitalized terms, unless defined in this document, have the meaning in the Agreement. Any references to the Supplemental End User License Agreement or SEULA mean Offer Description.

## 1. Summary

This Offer Description applies only to A-WX, A-WORK, A-WORK-DIRECT, and related SKUs only (the “**Product**”).

- 1.1 **Cisco Webex.** A Cisco Webex subscription includes the following services: Webex Meetings, and Webex App (“Cloud Services”).
- 1.2 **Webex Work Bundle.** The Webex Work Bundle includes Webex App (Messaging), Webex Meetings (Webex Meetings 1,000), and Webex Calling. Cisco offers the Webex Work bundle as described in Exhibit A to this Offer Description.
- 1.3 **Education Customers.** Cisco offers the Product to Education customers, as described in this Offer Description. 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 Customers**”).
- 1.4 **Cisco Webex Meetings FedRAMP Certified Services.** Cisco offers a Federal Risk and Authorization Management Program–certified version of Webex Meetings (“**Webex Meetings FedRAMP**”) for use by United States government entities and contractors, including federal, state, and local government agencies and public educational institutions.
- 1.5 **Cisco Webex Assist.** Cisco offers the Webex Assist Services to Webex Meetings Users. Cisco Webex Assist Services provide services through an assigned Cisco resource to assist in the use of Product to conduct Webex meetings, trainings, and events. Cisco Webex Assist Services include Event Assist or Lifecycle Assist. Each service is further described in the order and the confirmed reservation.
- 1.6 **Webex Calling.** Use of Webex Calling entails additional legal requirements as described in Exhibit B. 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 telecommunications 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

The Product includes basic online support and phone support. Support will be provided by Cisco, except for Webex Calling for SP, HCS, and Unified Communication Manager Cloud for Government in which case support will be provided by Your third-party service provider. When support is provided by Cisco, Cisco will respond as set forth in the table below (Section 2.1) 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. 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.

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.

**2.1 Response Objectives.** 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	

**2.2 Definitions.** The following definitions apply to this Section 2:

**"Response Time"** means the time between case submission in the case management system to support engineer contact.

**"Severity 1"** means the Product 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 Product 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 Product 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 Product. 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.

### 3. Data Protection

**Privacy Data Sheet.** The Privacy Data Sheets for the Cloud Services included with the Product (available at [Cisco's Trust Portal](#)) describe the Personal Data that Cisco collects and processes as part of delivering the Product.

### 4. Special Terms

**4.1 License Model Terms.** The Product 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). The sole license model for the Webex Work Bundle is described in Exhibit A. 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 Product. Each Named User receives an account that may not be shared or used by anyone other than the designated employee or contractor while that Named User is using the account. You, at your sole discretion, may transfer a Named User’s account from one employee or contractor to another employee or contractor. You are solely responsible for the acts and omissions of, or any fees incurred by, Your Named Users.
- (B) **Active User.** Your payment obligation under the Active User license model is based on the number of Employees that access the Product 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.
  - (1) **Minimum Payment Obligation – General.** 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.
  - (2) **Minimum Payment Obligation – Webex Meetings for FedRAMP.** For Webex Meetings FedRAMP, 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.
- (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 5.1(B)) 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. For Webex Meetings FedRAMP, Your order must reflect the

greater of the following: (a) Your enterprise-wide Employee count or (b) 250 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.

4.2 **Term.** The initial Use 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.

#### 4.3 General Restriction on Use by Minor Children

- (A) The Products are generally not directed at children under the age of 18 and may not be used by persons younger than the age at which an individual is considered a "child" under applicable laws limiting or prohibiting the collection, use and/or disclosure of personal information from and about children on the internet 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 Product, and You will not authorize Minor Children to access the Product.

- (B) **Exception for Education Customers.** In some circumstances, the Products may be used by Minor Children if the Products are procured for use by an Education Customer if such use is consistent with applicable law, regulation, or other government policy including but not limited to purpose of providing educational services. Since We provide the Products to Education Customers to benefit and enhance a school's curriculum, We rely on the Education Customer to obtain and provide appropriate legal basis (e.g., consent), if needed, to collect personal information of students. In such case, the Education Customer may have additional obligations with respect to Minor Children depending on the laws in the applicable jurisdiction. As between the parties: the Education Customer is solely responsible ensuring full compliance with all local laws relating to use by Minor Children, including but not limited to providing notifications, obtaining parental consent, enabling parent or guardian requests for access, correction, deletion, or suppression of personal information, and limiting use of personal information, as required by law.

4.4 **Geographic Terms and Restrictions.** In accordance with global telecommunications law and regulations, Webex is currently available in the countries listed [here](#).

4.5 **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.

- 4.6 **Cisco Webex Assist.** Your personnel must be available during the services. 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 A: Additional Terms for the Webex Work Bundle

### 1. License Model Terms

The following paragraphs describe the sole license model available for purchasers of the Webex Work bundle.

- 1.1 **Payment Obligation.** 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 Use Term. You may increase but not decrease the number of Committed Users during the Use 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 Use Term ("**Uncommitted Users**" or "**Overage Users**") by notifying your Approved Source or changing the quantity of Uncommitted or Overage Users in Control Hub.
- 1.2 **Billing.** You will be billed for the Committed Users at the Committed User rate on a monthly basis during the Use 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 Product. 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.
- 1.3 **Add-ons.** 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 Use Term. The rates you will pay for committed and uncommitted Add-ons will be included in Your quote from Your Approved Source.

### 2. Additional Terms and Conditions

- 2.1 You may not have simultaneous Webex Work and Collaboration Flex Plan subscriptions.
- 2.2 Webex Work is also subject to additional calling-related terms, which are described in Exhibit B to the Offer Description.



## Exhibit B: Additional Terms for Webex Calling

This Supplement covers all uses of Cisco VoIP services, including the use of any device system, network, or account in connection with Webex Calling, Cisco Calling Plans, Unified Communications Manager Cloud (UCM-C), and Unified Communications Manager Cloud for Government (UCM-G) (collectively, “**Cisco Calling Offers**”).

### 1. PSTN Requirement & Disclaimer

To use Webex Calling, UCM, or 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 Product. 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.

When utilizing FedRAMP Certified services and connecting to the Cloud Service 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.

### 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.

For Webex Calling users, text to emergency services (including 911 and 988) is not supported. Contact emergency services using another means.

**2.1 Registered Location.** Because a voice-over-IP (“**VoIP**”) 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 VoIP 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 Disclaimers.** **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 product (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.



### 3. Authorized Use of Cisco Calling Plans

Cisco Calling Plans may be used only for lawful, proper, and appropriate purposes. You shall not use Cisco Calling Plans to engage in any of the following prohibited activities. Likewise, You shall ensure that Your Affiliates and Users do not use Cisco Calling Plans to engage in any of these activities. Additionally, You shall not authorize, assist, or enable any third party to use Cisco Calling Plans to engage in any prohibited activities including:

- Activity that is illegal or that promotes illegal activity or violence, including activity that is defamatory, harassing, threatening, abusive, libellous, malicious, deceptive, or fraudulent behavior
- Activity in connection or conjunction with any pornographic and/or adult entertainment industry purposes, regardless of whether such activity is lawfully permitted
- Misrepresentations as to identity or affiliation with any entity or organization
- Activity that threatens, exploits, or otherwise harms minors or that facilitates or supports human trafficking or terrorism
- Violating or infringing any intellectual property or proprietary rights of Cisco or others
- Unauthorized messages, advertising, or spam, including:
  - Posting multiple messages similar in content to Usenet or other newsgroups, listservs, forums, email mailing lists or other similar groups or lists,
  - High volume use (e.g., customer service numbers) or contact center deployments,
  - Conducting or forwarding surveys, contests, pyramid schemes, charity requests, or chain letters,
  - Relaying email in an anonymous fashion or forging any TCP-IP packet header,
  - Mailbombing, flooding, overloading, attacking, or otherwise interfering with a system or network, or
  - Sending unsolicited calls, messaging, or e- mailings (including without limitation, commercial advertising, and informational announcements) if such unsolicited activities could reasonably be expected to or do in fact provoke complaints
- Harvesting, collecting, or gathering user data without consent
- Activity that is harmful or disruptive to Cisco Calling Plans
- Attempting to circumvent restrictions on access, usage, or security of Cisco Calling Plans
- Bulk call-in lines and auto-dialing or “predictive” dialing
- Repetitive and/or continuous messaging or calling to the same destination or number if such activity could reasonably be expected to or in fact does provoke complaints
- Long duration calls (defined as calls to the same number in excess of four continuous or cumulative hours within a 24-hour period) and/or calls placed to specific numbers/destinations for the purpose of generating charges or fees for or with a third party or any other calling activity that could be construed as traffic pumping or access stimulation
- Use of call services in a manner that does not consist of uninterrupted live human voice dialog by and between natural human beings
- Selling, reselling, subleasing, assigning, licensing, or sublicensing Cisco Calling Plans or any component thereof or using or offering the same on a service-bureau or time-sharing basis
- Using Cisco Calling Plans in any manner that violates industry standards or any third-party policies (including, without limitation, all of the applicable guidelines published by the CTIA (Cellular Telecommunications Industry Association), the Mobile Marketing Association, NENA (National Emergency Number Association), or any other applicable accepted industry associations, carrier guidelines or other similar or analogous industry standards, third party policies or requirements in any jurisdiction)

- Without permission from the owner of a system or network, doing any of the following:
  - accessing the system or network,
  - monitoring data or traffic,
  - probing, scanning, and/or testing firewalls,
  - testing the vulnerability of a system or network, or
  - breaching or bypassing any security or authentication routines of a system or network
- Operating a server in connection with the Services in an “open relay” configuration (a configuration whereby a mail server processes email messages where neither the sender nor the recipient is a local user)
- Use of an open telephone line as a monitoring, intercom, or similar service.

#### 4. Supplemental Country-Specific Terms

In certain countries, additional supplemental terms apply to Your Cisco Calling Plans. Those terms may be found here: <http://cs.co/callingplansterms>.