



Cisco Enterprise Agreement Program Terms for Collab Flex – End Users

These Cisco Enterprise Agreement Program Terms for Collab Flex – End Users (“**EA Program Terms**”) apply when You Order Suites and Add-Ons through the Cisco Enterprise Agreement (the “**EA Program**”). Capitalized terms, unless defined in these EA Program Terms, have the meaning in the General Terms.

1. Program Overview

- 1.1 **EA Program.** The EA Program provides You access to certain Software, Cloud Services and Services offered as Suites and Add-Ons.
- 1.2 **Applicable Terms.** These EA Program Terms govern the EA Program and are Supplemental Terms to the End User Terms. These EA Program Terms will be effective and binding on the earlier of the date (a) You place Your initial EA Order with an Approved Source, or (b) You accept these EA Program Terms through Your Approved Source.
- 1.3 **Portfolio Specifics.** For Portfolio specific information, requirements, and eligibility, see the Portfolio Features.

2. Purchases and Adjustments

- 2.1 **Ordering.** All purchases under the EA Program will be made through Your Approved Source and all pricing will be provided by Your Approved Source. You can place an Order for the Purchased Suites according to the process set forth in Your purchasing agreement with the Approved Source. Your first Order under the EA Program must meet the minimum requirements for the EA Program (“Initial EA Order”). You may only purchase Suites or Add-Ons after Your initial purchase through the Approved Source that sold the initial Suite.
- 2.2 **Subsequent Purchases.** During the Suite Term, defined below, You may purchase an additional Cisco Collaboration Flex Plan Suite by placing an Order according to the process set forth in Your purchasing agreement with the Approved Source. Unless stated otherwise in Section 2.3, Suites and Add-Ons purchased after Your Initial EA Order and any increases in Consumption will be governed by these EA Program Terms and, by default, co-terminate with the purchases in the Initial EA Order.
- 2.3 **Separate Purchases.** You must make a new EA Program purchase subject to Cisco’s then-current Enterprise Agreement Program Terms for End Users or a separate purchase outside of the EA Program for: (i) Suites and Add-Ons purchased with less than 12 months remaining in the EA Term, or (ii) Suites and Add-Ons purchased after Your Initial EA Order which You choose not to co-terminate with the Initial EA Order.
- 2.4 **Services.** Basic Services are included in the price of the Purchased Suite and described in the End User Terms. Higher levels of Services may be available for You to purchase as described in documentation provided to You at the time of purchase.
- 2.5 **Payment Obligations and Increased Consumption.** During the Suite Term, Your EA Commitment may increase as a result of increases in Consumption or Your purchase of additional Suites or Add-Ons.
 - (A) **True Forward.** “True Forward” is a process of periodic reviews, invoices, and adjustments of Entitlements for increases in Consumption above Your then-current Entitlement. Cisco performs a True Forward for the Purchased Suites on each annual anniversary of the True Forward Effective Date. The “True Forward Effective Date” is the date on which you place Your Initial EA Order. For Your first True Forward, on the last day of the 11th month in the first year of the Suite Term, if You have exceeded the initial Entitlement plus Growth Allowance, the Approved Source will charge You

for the Consumption above the initial Entitlement plus Growth Allowance through the remainder of the Suite Term. For each subsequent True Forward, on the last day of the 11th month of each subsequent year of the Suite Term, the Approved Source will check for any Consumption above the previous year's Entitlement plus Growth Allowance and charge for additional consumption on the True Forward anniversary date and through the remainder of the Suite Term.

(B) Off-cycle True Forward

1. **Initial Growth Cap.** If Your Consumption of the Purchased Suite at any time during the first six months of the Suite Term exceeds 105% of Your initial Entitlement ("Initial Growth Cap"), then Cisco has the right to (1) issue to Your Approved Source(s) a True Forward invoice for all associated charges for such increased Consumption over the applicable Entitlement for the remainder of the Suite Term, after accounting for any applicable Growth Allowance; and (2) adjust Your Entitlement for that Suite or Add-On on a going-forward basis to the increased Consumption level.
2. **Deployed Knowledge Workers.** If the peak number of Deployed Knowledge Workers exceeds five times (5x) Your then-current Entitlement plus Growth Allowance, the Entitlement is subject to an immediate reset and Your Approved Source will charge You for the Consumption above the Entitlement plus Growth Allowance through the remainder of the Suite Term.

(C) True Forward Payment Calculations. Your True Forward payment obligation for each Purchased Suite will be calculated by comparing Your Consumption of Cisco Offers to Your Entitlement plus Growth Allowance for the previous year. Any payment owed to the Approved Source will be determined as follows and reflected in the True Forward order: the unit price less any applicable discount or incentives multiplied by the quantity by which You exceeded Your then-current Entitlement. The price used to calculate any True Forward fees will be established when You place the Order for each Purchased Suite.

(D) Growth Allowance. During the Suite Term, You may Consume up to 115% of Your Entitlement for Suites purchased under these Program Terms without incurring additional charges ("Growth Allowance"). At the time of Your next True Forward invoice, Your Approved Source will charge You for increased Consumption above Your initial Entitlement minus any specified Growth Allowance. If You exceed Your Entitlement but do not exceed the Growth Allowance, You will not incur any True Forward charges. Growth Allowance resets after each True Forward adjustment to Your Entitlement.

(E) Price Predictability. True Forward charges will be based on not-to-exceed pricing as provided to You by Your Approved Source. The pricing and discount terms for specific Suites and Add-Ons apply only to the Approved Source from whom You purchased such Suites and Add-Ons.

2.6 **Responsibility for Affiliates.** Your payment obligation will be based on the EA Commitment by You and any Affiliates that You permit to participate in this EA Program. You remain responsible for all actions and omissions of You, Your Affiliates, and Authorized Users, and payment of all charges incurred by You, Your Affiliates, and Authorized Users. You will provide Your Approved Source an updated list of participating Affiliates to ensure compliance with the EA Program.

3. Term and Termination

3.1 **EA Term.** These EA Program Terms will remain in effect until expiration or termination of all the Suites and Add-Ons purchased in Your Initial EA Order ("EA Term").

3.2 **Suite Term.** The Suite Term for each Purchased Suite will commence on the Suite Start Date and last for the period specified in the order with the Approved Source, unless terminated in accordance with section 3.3 below ("Suite Term").

(A) Renewal. At the end of the Suite Term, the Purchased Suite will automatically renew (a "Renewal Suite Term") unless: (a) You elect on the Order not to auto-renew; or (b) at least 45 days before the end of then-current Suite Term, You notify the Approved Source or Cisco of Your intention not to renew the Purchased Suite. If You notify only the Approved Source, the Approved Source must in turn notify Cisco within 30 Days of this intent. If the Growth Allowance has not been exceeded, the Purchased Suite will renew for the Knowledge Worker count as previously ordered. If the Growth

Allowance has been exceeded, the Purchased Suite will renew the current plus incremental Deployed Knowledge Worker count for the remainder of the Suite Term.

- (B) Notwithstanding the foregoing, the Approved Source will notify You of any fee changes reasonably in advance of the Renewal Suite Term. The new fees will apply for the upcoming Renewal Suite Term unless You notify the Approved Source that You do not accept the fee changes before the next Suite Start Date.

3.3 Termination

- (A) Either party may terminate these EA Program Terms (or the right to Consume specific Suites or Add-Ons, as applicable) if the other party materially breaches the Applicable Terms, and that party does not cure the breach within 30 days of written notice from the non-breaching party. If You materially breach the Applicable Terms and do not cure within 30 days of written notice (including non-payment of undisputed fees to the Approved Source), Cisco may also suspend Your access to the EA Program (including the right to Consume specific Suites or Add-Ons, or resources such as the Cisco EA Tool).
- (B) Except as required by law or set forth in this section 3, these EA Program Terms and any Orders accepted under the EA Program may not be cancelled or terminated.

3.4 Consequences of Termination or Expiration of a Suite Term

- (A) Upon expiration of the Suite Term without a subsequent Renewal Suite Term or termination pursuant to Section 3.3(a), all rights to Consume the affected Suites and Add-Ons, or the Cisco EA Tool and resources available as part of the Suites and Add-Ons, will terminate.
- (B) If You terminate pursuant to Section 3.3, Cisco will refund Your Approved Source for the remaining pro rata portion of amounts prepaid to Cisco for the terminated Purchased Suites and attributable to the period after termination.
- (C) If Cisco terminates pursuant to Section 3.3, You will pay Your Approved Source all unpaid fees through the end of the then-current Suite Term for all terminated Purchased Suites.

4. Delivery

- 4.1 **Delivery.** Cisco will make electronically delivered Software available to You and Your Affiliates in the transaction country of record and You are responsible for distributing such Software across Your organization.

5. Interpretation

- 5.1 **Order of Precedence.** If there is a conflict between these EA Program Terms and the End User Terms, the order of precedence for any Purchased Suite is: these EA Program Terms, and then the End User Terms.
- 5.2 **Assignment & Transfer.** Neither these EA Program Terms, nor any right or obligation herein may be assigned or transferred by a party (including under Cisco's Software Transfer and Relicensing Policy) without the other party's prior written consent, which may not be unreasonably conditioned, withheld, or delayed. However, to continue providing You with the benefits of the EA Program, Cisco may assign or transfer its obligations (in whole or in part) upon written notice to You in the event of an acquisition of business assets to which these EA Program Terms relate. When validly assigned or transferred, these EA Program Terms will bind and inure to the benefit of the parties and their successors and assigns.
- 5.3 **Entire Agreement.** These EA Program Terms, together with the End User Terms, are the complete agreement between the parties regarding the purchase of Software, Cloud Services, and Services under the EA Program and supersede all prior or contemporaneous communications, understandings, or agreements (whether written or oral).

6. Definitions

Term	Meaning
Add-On	An optional Software, Cloud Services, and Services offering that is available as an additional add-on purchase to an underlying Suite.

Term	Meaning
Applicable Terms	The EA Program Terms and End User Terms, as described in Section 1.2.
Cisco EA Tool	The applicable platform, website, tool, or portal that Cisco makes available to You under the EA Program from time to time to enable You to: (i) view and manage Your Entitlement and Consumption of the Suites and Add-Ons; and (ii) access information about the EA Program.
Consume/Consumption	To download, install, activate, provision, enable, or otherwise access or have available (even if You are not actively utilizing) Suites and Add-Ons under the EA Program.
Deployed Knowledge Worker	A Knowledge Worker who has a profile configured within the Software or Cloud Service provisioning platform and associates that profile with a license as specified in the Offer Description (e.g., desk phone, Webex App, mobile phone). A Knowledge Worker who is assigned more than one configuration (cloud, on-premises, or hosted) will be counted as multiple Deployed Knowledge Workers. Changing a Knowledge Worker's configuration to a new deployment model may result in an increased price. Deployed Knowledge Worker count additions can be made through subsequent Orders.
EA Commitment	The initial Entitlement under Your Initial EA Order, (ii) additional Entitlements associated with subsequent purchases of Suites and Add-Ons, and (iii) increases in Consumption.
End User Terms	The General Terms , or equivalent written agreement between You and Cisco for accessing and using Software and Cloud Services; and (i) for Cisco Software and Cloud Services, the applicable Offer Descriptions , and (ii) for Services, the applicable Service Descriptions .
Entitlement	The type, duration, and quantity of Suites and Add-Ons that You have committed to acquire, as adjusted (e.g., as a result of a True Forward).
Knowledge Worker	An employee or contractor who utilizes devices capable of running the Software, Cloud Services, or related browser plug-ins as part of their job duties.
Meter	The unit of measurement for Consumption of the Suites and Add-Ons. The applicable Meters are set forth in the [Portfolio Features document].
Portfolio Features	The Portfolio Features document available at the Portfolio Features site.
Purchased Suite(s)	The Suites and Add-Ons purchased under the EA Program.
Services	Maintenance, technical assistance, or other support for the Software and Cloud Services in a Purchased Suite.
Suite	A defined combination of Software, Cloud Services, and Services made available under the EA Program.
Suite Start Date	With respect to each Purchased Suite, the earliest date any Software, Cloud Services and Services in the Purchased Suite is available for Your Consumption.
You or Your	The individual or legal entity purchasing the Software, Cloud Services, and Services under the EA Program.