



Cisco Spark Services and Cisco Spark Flex Plan Offer Description and Supplemental Terms

This Offer Description describes the offer-specific terms of the **Cisco Spark™ Services** (the “**Cisco Spark Services**”) and the Cisco Spark Flex Plan (collectively, “**Cisco Spark**”) made available by Cisco to our customers (“**Subscriber**,” “**you**” or “**your**”). Cisco provides Cisco Spark to our customers for use by their authorized users. If you are a Cisco Spark user authorized by a Cisco customer, your Cisco Spark use is subject to the access and authorization provided you by the customer (see “Customer Rights and Obligations Concerning Its Users” in Attachment 1, Supplemental Terms).

Cisco Spark Services provide a Cisco® hosted subscription-based cloud offering of our end-to-end suite of Cisco collaboration software, anchored by our Cisco Spark Meetings and Cisco Spark Board Solutions. Cisco Spark Flex Plan is a combination of Cisco hosted cloud services and licensed software for on-premises or partner-hosted solutions that can be mixed and/or flexibly migrated from one deployment model to another under one subscription. The Cisco Spark Services and Cisco Spark Flex are available for purchase under a variety of subscription buying models described in this Offer Description. Your use of Cisco Spark Services and Cisco Spark Flex Plan is governed by this **Offer Description** and the [Cisco Universal Cloud Terms](#) (the “**UCA**”). Any software licensed as part of on-premises or partner-hosted solutions in Cisco Spark (the “**Software**”) is governed by this **Offer Description** and is licensed under the Cisco End User License Agreement (EULA). For a detailed description of Cisco Spark, please see the Cisco [Spark Services data sheet](#).

Contents

- A. Cisco Spark Subscription Buying Models
- B. Glossary
- Attachment 1 - Supplemental Terms

A. Cisco Spark Subscription Buying Models

1. Overview

Cisco offers Cisco Spark under different subscription buying models based on the offer you are purchasing and to provide you multiple options to suit your purchasing needs.

Subscription Model	Metric	Available Offers Using This Model
Named User	Based on the number of Employees you name to use Cisco Spark	Cisco Spark Cloud software as a service (Meetings, Messaging, and Cloud Calling), Cisco Spark Flex Plan C1 partner hosted
Enterprise Agreement	Enterprise wide based on your total number of Knowledge Workers	Cisco Spark Flex Plan (cloud, on-premises, and partner hosted), Cisco Spark Education
Active User	Based on your Employees' actual usage of Cisco Spark	Cisco Spark Flex Plan Meetings (on-premises and cloud) optional (Enterprise-wide) Cisco Spark Flex Calling
Shared Meetings	Based on the number of concurrent meetings	Cisco Spark Flex Plan Shared Meetings Cisco Spark Flex Plan Shared Audio
Cisco Spark Device Subscription or Registration	Based on the number of Cisco Spark devices	Cisco Spark Devices

2. General Subscription Buying Model Terms

The following terms apply across the Cisco Spark subscription models:

i) Term and Termination

The "Initial Term" of the subscription starts on the Effective Date and lasts for the time duration stated in the order. After the Initial Term, there will be an automatic "Renewal Term" of 12 months in length unless one of the following applies: (1) the order provides there will be no automatic renewal; or (2) at least 30 days before the end of the Initial or then current Renewal Term, you notify us in writing that you do not want to renew the Agreement.

If the fees will change for the Renewal Term, Cisco will notify you or your Partner reasonably in advance of the Renewal Term and in time for you to accept or reject the Renewal Term. If you agree with the fee changes, you may do nothing and the new fees will apply for the upcoming Renewal Term. Either party may cancel the automatic renewal process by providing the other party with written notice at least 30 days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term in effect, and you will pay for the services until the end of the current Initial or Renewal Term, regardless of when you provided notice. No Cisco Spark or term-based Software licenses are retained at the end of the Subscription Term.

ii) Billing and Excess Usage

Cisco's provision of and billing for Cisco Spark begins on the Effective Date. You will choose your preferred billing option when you enter your Order with Cisco. Cisco reserves the right to charge you for usage in excess of your subscription storage and meeting participant capacity.

iii) Cisco Spark Flex Plan subscriptions (excluding Named User) include a True Forward. Under the terms of the True Forward, Cisco will not retroactively charge you for growth that occurred during the previous subscription year. In addition, you may not decrease your order quantity (that is, the number of paid users) during the Subscription Term. Except for Active User as described below, unless the original Subscription quantity is exceeded, the agreement will renew for the same quantity. If the Subscription quantity is exceeded, the subscription will renew at the then-current peak number of actual usage, as detailed in the applicable Subscription buying model terms below.

iv) Cisco Spark Flex Plan subscriptions (excluding Named User) include optional add-on Cisco WebEx audio services ("**WebEx Audio Services**"). The WebEx Audio Services provide toll, toll-free, and call-back/call-me capabilities. **WebEx Audio Services** are billed on a per minute of usage basis. Pricing is based on bridge and call features, rate plan, ISO country, and zone. WebEx Audio Services are offered in two billing options, uncommitted and committed billing, as detailed below. Please see the Country Coverage Listing.

a) Uncommitted billing: Under the uncommitted billing option, you will be invoiced at the end of each month based on your users' actual usage over the billing period. In uncommitted billing, fees are subject to change at any time. You will be charged the rate in effect at the time of usage.

b) Committed billing: Under the committed billing option, you will be invoiced monthly in advance for the duration of your Cisco Spark Subscription Term, based on a committed monthly dollar (or equivalent currency) amount. WebEx Audio Services usage in excess of committed amounts (Overage) will be invoiced at the end of each month at the contractual committed billing rate. Committed usage amounts that you do not consume during the month may not be carried forward.

3. Subscription Buying Model Terms

The specific terms of each Cisco Spark subscription buying model are described below.

i) Named User Subscription

A Cisco Spark Named User subscription buying model is suitable for a customer who wants Cisco Spark Services for a specific subset of employees. A Cisco Spark Named User is a specific Employee selected by the Subscriber to use the Cisco Spark Services or the Cisco Spark Flex Partner Hosted Services (C1). The Subscriber is invoiced for each Named User account purchased, regardless of usage. Cisco Spark Named User accounts must be unique to the specific Employee, and they may not be shared or used by anyone other than the designated Employee. The Subscriber identifies and updates, as needed, Employees assigned to Cisco Spark Named User accounts on the managed users list. A Cisco Spark Named User account may not be transferred to another Employee, except (a) upon termination of the Named User's employment with the Subscriber or (b) with Cisco's prior written approval.

ii) Enterprise Agreement Subscription

a) The Cisco Enterprise Agreement subscription buying model is available under the Cisco Spark Flex Plan. It is geared toward a customer that wants to provide Cisco Spark Services to all employees. Under the Cisco Enterprise Agreement subscription model, Subscribers purchase one subscription license for all Knowledge Workers. A Knowledge Worker is an employee or contractor who uses a computing or communications device as part of their job duties. The applicable order quantity is the greater of (a) the number of Employees as of the date of order, adjusted annually for annual growth exceeding the Growth Allowance, or (b) 250. Each subscribed Knowledge Worker receives a Named User account. Cisco Enterprise Agreement is available under the terms of the Enterprise Agreement ("[EA](#)") for Cisco Spark Flex Plan cloud, on-premises, and partner-hosted calling, hereby incorporated by reference.

1) Cisco Spark Education

Cisco Spark Education is a Cisco Spark Messaging and Meetings cloud offer available to Education Customers under the Enterprise Agreement Subscription buying model. The Cisco Spark EDU subscription is governed by the terms of the [EA](#) for Cisco Spark Education, hereby incorporated by reference. Under Cisco Spark Education, (unlike EA generally), the applicable order quantity is the greater of (a) the number of Employees as of the date of order, adjusted annually for annual growth exceeding the Growth Allowance or (b) 100.

iii) Active User Subscription

The Active User subscription buying model is available under the Cisco Spark Flex Plan Meetings (cloud and on-premises) subscriptions. Under the Active User subscription, all of your Knowledge Workers are designated as Cisco Spark Named Users, with the same restrictions set forth in the Named User subscription. However, unlike the Named User subscription model, you are billed only for Knowledge Workers (above a certain minimum) that are Active Users, as defined in the glossary in section C. Under the Active User subscription, you are entitled to provision up to 120% of your Knowledge Worker count.

Order Quantity

For purposes of your Initial Term, your minimum subscription Order will be the greater of the following: (a) 75 Users; (b) 15% of your Knowledge Workers; or (c) if you are migrating from a Cisco WebEx subscription, the current number of Users under your Cisco WebEx subscription. Subsequent subscription Orders will maintain the Initial Term quantity plus any adjustments pursuant to the True Forward process described below.

True Forward

True Forwards are conducted annually based on the average number of active users in months 9, 10, and 11 of your subscription ("Average Active Users"). At each annual renewal, the customer's Order will be adjusted for any growth as determined by the Average Active Users from the previous year.

Enterprise-Wide Calling Bundle for Active User Subscriptions

You have the option to add Calling to your Active User subscription. You can choose from any of the Cisco Spark Flex Plan Calling offers (cloud calling, on-premises calling, partner-hosted calling) as an add-on bundle to your Active User subscription. For purposes of the Calling add-on bundle (solely), your Calling purchase quantity will be based on the total number of your enterprise-wide Knowledge Workers, which, for clarity, is different than your Average Active Users calculation for Cisco Spark Flex Plan Meetings.

iv) Shared Meetings Subscription

Shared Meetings is subscription model under the Cisco Spark Flex Plan that is available for Cisco Spark Flex Plan Shared Meetings and Shared Audio. Under Shared Meetings subscriptions, your Shared Meetings can be configured as either Cloud Shared Meetings or Premises Shared Meetings, which is designated at the time of your Order.

a) Subscription Quantity

Under a Shared Meetings subscription, you can purchase a quantity of concurrent meetings for a committed monthly amount. The number of concurrent meetings you purchase in a Shared Meetings subscription establishes the maximum number of concurrent meetings to which you are entitled. You must subscribe to at least 1 concurrent meeting per month for a minimum Subscription Term of 12 months.

For Cloud Shared Meetings (only), you can register up to 250 users for every Cloud Shared Meetings subscription. You are entitled to an unlimited number of meetings as long as the total number of concurrent meetings you use does not exceed the number of concurrent meetings purchased in your Shared Meetings subscription. You are invoiced for the number of concurrent meetings purchased, subject to a True Forward triggering event as defined below. You can purchase a maximum of 25 (combined) Cloud Shared Meetings and/or Premises Shared Meetings.

b) Registered Users of Cloud Shared Meetings. You must register all users who require hosting privileges ("Registered Users"). Only Registered Users may host Cloud Shared Meetings. A Cloud Shared Meetings Registered User must be an Employee selected and registered by the Subscriber to use the Cloud Shared Meetings.

c) True Forward. The True Forward for Cloud Shared Meetings and Premises Shared Meetings will be calculated separately. If your Maximum Concurrent Meetings exceeds the number of concurrent meetings you purchased in your Shared Meetings subscription, Cisco will adjust the quantity of concurrent meetings (and corresponding Shared Audio minutes) in your subscription going forward to align with your actual usage in the prior 3 months ("True Forward"). A True Forward will be implemented at least quarterly on each 3-, 6-, 9-, and 12-month anniversary of the Effective Date of your subscription, unless Cisco decides to conduct them less frequently. A True Forward adjustment to your subscription will apply to any Shared Audio subscription (described below) that you purchase with your Shared Meetings subscription.

d) Maximum Concurrent Meetings Calculation. Actual meeting usage is automatically calculated. If, at any time, the Maximum Concurrent Meetings exceeds the total number of Shared Meetings purchased, Cisco will make a True Forward adjustment to your fees that is equal to the amount owed.

e) **Add-On Shared Audio Subscriptions (for Cloud Shared Meetings only)**

- **General.** Cisco offers optional audio services (“Shared Audio”) as a fully integrated solution with Cisco WebEx conferencing services in Cloud Shared Meetings. Shared Audio is a cloud-based solution that provides call-in and call-back/call-me capabilities as specified for each offer. Shared Audio for fixed-monthly-rate offers is invoiced monthly in advance for the duration of the Subscription Term, based on the quantity of licenses purchased. Refer to the Audio Restrictions (in this document) for additional important information regarding audio services.
- **Order Quantity.** The quantity of purchased Shared Audio subscriptions must equal the quantity of Cloud Shared Meetings subscriptions. Shared Audio subscriptions are not available as standalone subscriptions, or in quantities different from the Cloud Shared Meetings subscription.
- **Usage Limits:** Each Shared Audio subscription purchased with Shared Meetings is limited to 5000 minutes of audio usage per month to be shared across Registered Users. If multiple Shared Meetings are purchased, the total available audio minutes per month in a Cloud Shared Meetings subscription will equal the number of Shared Meetings purchased multiplied by 5000 minutes. For example, in a Shared Meetings subscription: 5000 audio minutes per month x 10 Shared Meetings = 50,000 audio minutes per month to be shared across all Registered Users. Note: When personal conference numbers (PCNs) are enabled on a site and are used, the total audio minutes for each PCN meeting will be counted against the 5000 public switched telephone network (PSTN) minutes per month limit, even when the Cisco WebEx conference is not started.
- **True Forward:** If the total monthly audio usage exceeds 5000 minutes of Shared Audio per month per Shared Meeting, the quantity of Cloud Shared Meetings and Shared Audio Minutes will be increased during the True Forward process to cover the maximum usage.
- **Shared Audio plans:**
 1. **Toll Shared Audio.** Toll Shared Audio is a Shared Audio subscription purchased by the Subscriber, where 5000 PSTN audio minutes are shared across all meetings hosted by the Registered Users during the month. Each subscription to Toll Shared Audio provides access to global toll call-in and bridge country/domestic toll call-in services. Refer to the [Country Coverage Listing](#) for supported countries.
 2. **Toll Plus Shared Audio.** Toll Plus Shared Audio is a Shared Audio subscription purchased by the Subscriber, where 5000 PSTN audio minutes are shared across all meetings hosted by the Registered Users during the month. Each subscription to Toll Plus Shared Audio provides access to global toll call-in, bridge country/domestic toll call-in, and bridge country/domestic call-back services. Refer to the [Country Coverage Listing](#) for supported countries.

v) **Cisco Spark Device Subscription**

The Cisco Spark Device subscription is available for Cisco Devices that have the capability to register to Cisco Spark (such as Cisco Spark Board and the Cisco Spark Room Kit family of products as well as the Cisco MX, DX and SX Series). Under the Cisco Spark Device subscription model, you will purchase one subscription for each Device that you intend to use with the Cisco Spark Service. Note: A Device that does not have a Cisco Spark Device subscription can be used only as a replacement spare and cannot be registered to any call control solution unless replacing a Device under active subscription. Any Device you purchase as part of a Cisco Spark Device subscription is entitled to be registered to the Cisco Spark Cloud, as well as to receive technical support and Software upgrades. You will be invoiced for each Cisco Spark Device purchased with a subscription. Cisco Spark Device entitlements may not be shared or used concurrently by any Device other than the one Device to which a Cisco Spark Device entitlement is assigned. If the Subscriber uses more Devices than Device entitlements purchased, the Subscriber will be invoiced for such additional Devices.

Note: Devices purchased originally as standalone devices (without a Device subscription) can be migrated to Cisco Collaboration Cloud, provided the appropriate migration Device subscription is purchased and valid.

C. Glossary

An “**Active User**” is a Named User that initiates a **Meeting**.

“**Cisco Spark Board Solution**” includes the Cisco Spark Board Device and the Cisco Spark Device subscription as detailed in the Cisco Spark data sheet.

A “**Cisco Spark Cloud Shared Meetings**” (“**Cloud Shared Meetings**”) is the Cisco Spark software-as-a-service described in Section 2 above. Cloud Shared Meetings includes Cisco WebEx Advanced Meetings and Cisco Spark Basic Meetings.

“**Cisco Spark Device subscription**” refers to the Cisco Spark subscription model wherein you purchase a Device at a reduced price when combined with a Cisco Spark subscription.

“**Cisco Spark Hybrid Service**” is an alternative to the Cisco Spark Services architecture that uses the Subscriber’s premises to enable specific components of Cisco Spark Services hosted by Cisco. In the Cisco Spark Hybrid Media design, for example, Cisco Spark Services hosted by Cisco extend the Cisco cloud to a Subscriber-owned media agent dedicated to Cisco Spark Services and located on the Subscriber’s premises but controlled by the Cisco cloud.

“**Cisco On-Premises Shared Meetings**” (“**Premises Shared Meetings**”) is the on-premises Shared Meetings software solution described in this Offer Description and further detailed in the Cisco Spark Data Sheet.

“**Cisco Spark Services**” refers to the Cisco collaboration software services described in this Offer Description.

“**Effective Date**” means the first date that you are provisioned for a Spark Service, or in the case of Software.

“**Device**” refers to a Cisco video endpoint that is purchased with a Cisco Spark subscription as part of an integrated Cisco Spark solution. (For clarification, the same endpoint that is purchased for on-premises use is not a Device.)

“**Education Customer**” means a public or private institution that is considered to be a school, college, university, or other education provider, under applicable law, regulation, or other identifying factor.

“**Employees**” are the full and part-time employees or third-party contractors (subject to the conditions described below) of the Subscriber and its subsidiaries and affiliates (excluding its parent company) and are provided “User” or “Named User” accounts in order to access the Cisco Spark Service. Employees do not include the Subscriber’s parent company, unless the Subscriber intends to assign a Named User account to an Employee of the parent company, which is an option but requires that the parent company Employee is a Named User for purposes of usage calculation. Employees may include third-party contractors only if (a) the third-party contractor is counted as an “Employee” when the Subscriber orders the subscription quantity, (b) the Subscriber allows the third-party contractor to use the Services or Software only for the benefit of the Subscriber, (c) the Subscriber does not charge the third-party contractor for the use of the Services or Software, and (d) the Subscriber is responsible for all fees incurred by such third-party contractor. The Subscriber hereby acknowledges that it is fully liable for the acts, omissions, or misuse of the services or Software by a third-party contractor.

“**Knowledge Workers**” means your Employees and contractors that use computing or communications devices capable of running the Software or Cisco Spark Services as part of their job duties that are performed on your behalf.

A “**Meeting**” refers to one of the following occurrences initiated by a user: (a) hosting at least one Cisco Spark, Cisco WebEx, or Cisco Meeting Server meeting under a Cisco Spark Flex Plan subscription (“Spark Flex Meeting”) within a subscription month or (b) using their designated PCN service, regardless of whether a Spark Flex Meeting is launched. (Note: An unscheduled Spark Flex Meeting of two people does not count as a Spark Flex Meeting).

“**Maximum Concurrent Meetings**” is the maximum, combined number of concurrent Cloud Shared Meetings and Premises Shared Meetings hosted by the Subscriber’s Registered Users during the Term.

“**Order**” means a customer’s purchase order for a Cisco Spark Services or Cisco Spark Flex Plan subscription.

A “**Registered User**” is an Employee that the Subscriber registers to receive the Cloud Shared Meetings.

“**Shared Meetings**” refers to units of concurrent meetings (Premises Shared Meetings and/or Cloud Shared Meetings).

“**Term**” means the time period for which you have subscribed for the Cisco Spark Services, based on your Order.

“**True Forward**” is an adjustment process that reconciles fees owed to Cisco when your use exceeds the amount you purchased under your subscription.

Attachment 1: Supplemental Terms

1. Customer Rights and Obligations Concerning Its Users Customer grants access to Cisco Spark to its users and has the right to terminate the accounts of its users. Customer and user acknowledge that with regard to the user’s Cisco Spark access and use, it is Customer’s responsibility (and Cisco has no such responsibility) to communicate all relevant policies and to handle all of Customer’s User disputes. When a Customer’s User shares information on Cisco Spark, including space Content, that information is treated as Customer Data of the Customer. Such Customer Data is subject to the rights and obligations of the Customer.

2. Education Customers If customer (“Education Customer”) is a school, education provider or other operator of services directed at 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”), then Education Customer agrees to the following:

- As between Cisco and Education Customer, Education Customer is solely responsible for providing notices to and obtaining appropriate consents from parents/guardians of such minor children for the collection, use and processing of personal information by Education Customer and Cisco in connection with the delivery of Cisco Spark and related services;
- Education Customer will provide such notices and obtain such consents before any collection, use or other processing of personal information of the minor children, and upon Cisco’s reasonable request will provide to Cisco evidence of such notices and consents, in a timely manner; and
- Education Customer will provide parents/guardians with the ability to request access, correction, deletion, or suppression of the personal information collected from the minor children.

3. Customers in Pakistan For purposes of audio services associated with Cisco Spark, you are responsible, and Cisco has no liability, for ensuring that your internet service provider for Cisco Spark has the necessary authorizations to provide voice over internet protocol.

4. Customers in Russia For purposes of Cisco Spark customers in Russia, you acknowledge that you are the data operator as defined under Russian Law for purposes of your employee users’ data that is collected and processed related to the provision of the Cisco Spark Services.

Operator who collects, process etc. the personal data.

5. Cisco Spark Services Support: Basic Support is included in any Cisco Spark subscription at no additional cost for the duration of your subscription. Enhanced and Premium Support is available. 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 support includes access to the knowledge base, as well as all software updates and upgrades during the Term. Note: If you migrate Cisco TelePresence® endpoints from on-premises Cisco call control software to a Cisco Spark Services subscription under the Cisco Spark Flex Plan, you must maintain a valid Cisco Smart Net Total Care™ support contract on the Cisco TelePresence endpoints for the duration of your Cisco Spark Flex Plan subscription. More information on Basic, Enhanced, and Premium Support for on-premises subscriptions, cloud service subscriptions, and support services for term-based software licenses provided via Cisco Software Support Service can be found in the [Services Description for Cisco Software Support Services](#).

3. **Age Restriction:** The Cisco Spark application is not intended to be used by individuals under the age of 13. If you are a customer, and with the sole exception of the Education Customer as defined above, you agree that you will not authorize individuals under the age of 13 to access and/or use Cisco Spark. If you are a Cisco Spark user, you represent that you are age 13 or over. If you are not age 13 or over, and your parent has not provided written consent to an Education Customer regarding your use of Spark, you may not use Cisco Spark.

4. **Account Sharing:** Unless you purchase a Cisco Spark Service that expressly permits sharing, account sharing will constitute a breach of these terms of service 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.

5. **Governing Terms; Order of Precedence:** The Cisco Spark Services are governed by the UCA (inclusive of the Cisco Privacy Statement and Cisco Spark Supplement (for data privacy) and the Cisco Acceptable Use Policy) the Cisco EULA where applicable, the applicable purchase agreement with Cisco or your reseller, and this Offer Description. The Cisco Spark data sheet is incorporated into this Offer Description by reference. In the event of a conflict between any of the above documents, the terms of this Offer Description shall take precedence with respect to the Cisco Spark Services, followed by the UCA, the EULA, and finally the applicable purchase agreement.

6. **Third-Party Products:** At Cisco Spark Depot, Cisco provides you access to integrated applications and bots that you can download and use with Cisco Spark. 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 Cisco Spark. If you use a third-party product with Cisco Spark, 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 Cisco Spark.

7. **Cisco WebEx Terms:** For the Cisco Spark Advanced Meetings WebEx Meeting Center feature, additional terms apply and are contained in the [Cisco WebEx Named User Subscription Service Offer Description](#).

8. **Cloud Calling (C1-C3) PSTN Service and Emergency Calling**

IMPORTANT INFORMATION: 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 Cisco Spark Services (including Cisco Spark emergency calling) will also fail. Because Cisco has no control over any of these potential issues, resulting failures are outside of Cisco's control.

Cisco Spark Cloud Calling capability does not include PSTN and will not work without PSTN services. The Subscriber 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.

Once you have purchased and enabled the PSTN services from a Cisco Preferred Media Provider, your emergency response location for purposes of emergency calls to national or state-designated emergency numbers will be limited to your company address, regardless of your calling device, line, and location, unless you have a direct line under your private address and non-shared.

9. **Data Privacy.** Cisco Spark Services are governed by the Data Privacy and Protection provisions in Section 6 of the UCA and the Cisco Spark Supplement to the Cisco [Privacy Statement](#). The Cisco Spark Supplement applies to all Cisco Spark Services, including Cisco Spark Hybrid Services.

Cisco may, at any time, cooperate with law enforcement authorities in the investigation of any suspected or alleged illegal or other activities. If Cisco is required to do so by law, this may include, but is not limited to, disclosure, where possible, to the relevant law enforcement authorities of your contact information, your content (as defined in the UCA), user information, and the content of your transmissions through the Cisco Spark Services.

10. **Supplemental Service Termination and Suspension Provisions**

a. **Supplemental Service Termination.** In addition to the causes of termination set forth in the UCA, Cisco may suspend your right to use the Cisco Spark Services, suspend your license to the Software, or terminate your Subscription(s) to any of the Cisco Spark Services in their entirety, in any of the following events and effective as set forth below:

Immediately upon our notice to you (in accordance with the notice provisions set forth in Section 12g of the UCA) if (i) there is an unusual spike or increase in your use of the Cisco Spark Services and we determine, in our sole discretion, that such traffic or use may be fraudulent or negatively impacting the operating capability of the Cisco Spark Services; or (ii) we determine, in our sole discretion, that our provision of any of the Cisco Spark 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 Cisco Spark Services. The Cisco Spark Services are provided on a best-efforts basis. In addition to our rights to terminate or suspend Cisco Spark Services to you as described in Section 9 of the UCA, you acknowledge that: (i) Your access to and use of the Cisco Spark Services may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Cisco Spark Services for any reason, including as a result of power outages, broadband connection failure, or system failures or other interruptions; and (ii) we shall also be entitled, without any liability to you, to suspend access to any portion or all of the Cisco Spark Services at any time, on a service-wide basis: (a) for scheduled downtime to permit us to conduct maintenance or make modifications to any Cisco Spark Service; (b) in the event of a denial-of-service attack or other attack on the Cisco Spark Service or other event that we determine, in our sole discretion, may create a risk to the applicable Cisco Spark Service, to you, or to any of our other Subscribers if the Cisco Spark Service were not suspended; or (c) in the event that we determine that any Cisco Spark Service is prohibited by any applicable law, regulatory requirement or any other statutory or non-statutory provision or we otherwise determine that it is necessary or prudent to do so for legal or regulatory reasons (collectively, "Cisco Spark Service Suspensions"). Without limitation, we shall have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that you may incur as a result of any Cisco Spark Services suspension. To the extent we are able, we will endeavor to provide you notice of any Cisco Spark Services suspension in accordance with the notice provisions set forth in Section 12g of the UCA and to post updates regarding resumption of Cisco Spark Services following any such suspension, but shall have no liability for the manner in which we may do so or if we fail to do so. To the extent we are able, we will endeavor to restore the Cisco Spark Services to you as soon as is reasonably practicable following any Cisco Spark service suspensions.

- 11. Cisco Spark Hybrid Services (see glossary for description)** If you are using Cisco Spark Hybrid Services, the following additional terms apply:

Software provided to you as part of Cisco Spark Hybrid Services is licensed under the Cisco EULA: <http://www.cisco.com/c/en/us/about/legal/cloud-and-software.html>. You are solely responsible and Cisco disclaims all liability for your use of the Software. Some countries may consider the provision and operation of the Cisco Spark Services a regulated activity. You represent and warrant that you have obtained all requisite authority to operate the Software. You agree that you will operate the Software only in those countries where Cisco Spark Services are available and unrestricted as set forth in this link: <http://www.cisco.com/go/spark-availability> and as further detailed in the Restrictions section below. With the sole exception of Cisco's provision of Cisco Spark Services to you as described in this Offer Description, you will exercise exclusive control over the Software on your premises. You shall maintain the Software in a secured environment accessible only to your authorized employees and agents. You will (a) develop or have an information security program for such environment that (i) complies with generally applicable data privacy and security laws and regulations and (ii) is appropriate to the nature and scope of your activities and services; (b) conduct routine risk assessments of your (or your subcontractor's) information security program; (c) regularly test and monitor to measure and confirm the effectiveness of the information security program's key controls, systems, and procedures. You will defend, indemnify, and hold harmless Cisco and its officers, directors, employees, shareholders, customers, agents, successors, and assigns 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.

- 12. Restrictions: Please be advised of the following geographic restrictions on Cisco Spark Services**

a. Country Restrictions.

The Cisco Spark Services are not available in all countries. Purchases may be limited or restricted in some markets. If the Cisco Spark Services s ordered is limited or restricted in the Subscriber's market, Cisco will not be able to provision the Cisco Spark Services. Cisco Spark is currently available only in the countries listed at the following website: <http://www.cisco.com/go/spark-availability>

b. Audio Restrictions: Country Coverage. 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.

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

Also, 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.

13. Compliance Review

Cisco has the right, upon reasonable notice, to audit Subscriber's records (including but not limited to Subscriber's list of Named Users) during normal business hours to ensure Subscriber's compliance with the requirements set forth in this Offer Description. Cisco will pay the cost of the audit unless it is found that Subscriber is misusing the Cisco Spark Services in any way, in which case Subscriber will be billed for the audit. Some examples of how the Cisco Spark Services may be misused include exceeding the number of allowable meeting participants, sharing Named User accounts, or providing a Named User account to a non-Employee.

14. Entry-Level Cisco Spark Free

If Subscriber terminates the Cisco Spark Services for convenience, Subscriber's Cisco Spark account will be converted to the entry-level service ("**Cisco Spark Free**"). Cisco Spark Free has fewer features and differing usage limits than the paid version of Cisco Spark. Cisco may at any time change those features and limits at our discretion and without notice. Cisco may deactivate or delete your Cisco Spark Free account and any related data, accessing your Content or data and/or discontinuing your use of Cisco Spark Free or specific Cisco Spark Free features. Cisco's deletion of your Content may automatically occur after you discontinue using Free Cisco Spark or if you exceed a specified limited amount of storage space. The storage included with Free Cisco Spark is 5 GB per user, and may not be pooled among users.