



Cisco Spark Flex Plan Offer Description

This Offer Description (the “Offer Description”) describes the Cisco Spark Flex Plan. Your subscription is governed by this Offer Description and the Cisco Universal Cloud Agreement located at www.cisco.com/go/uca (or similar terms existing between You and Cisco) (the “Agreement”), and any Software You install is licensed under the Cisco End User License Agreement located at www.cisco.com/go/eula (the “EULA”). Capitalized terms used in this Offer Description and/or the Order not otherwise defined herein have the meaning given to them in the Agreement.

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1. Offer Description.

A subscription to Cisco Spark Flex Plan allows You to purchase Cisco’s collaboration products under various deployment models and buying models. You can choose a Cisco-hosted software-as-a-service offering (“Cloud Service”) and/or licensed software (“Software”) for on-premises or partner-hosted deployments. In a cloud deployment, Cisco offers the following Cloud Services: Webex Meetings, Webex Calling, and/or Webex Teams. In an on-premises or partner-hosted deployment, Cisco offers the following Software: Cisco Meeting Server and/or Cisco Unified Communications Manager.

When You place an Order for Cisco Spark Flex Plan, You must choose from among the available bundles of Cloud Services or Software for meetings, calling, and/or messaging functionality (“Solution Bundles”). You must also designate a buying model for each Solution Bundle that establishes Your consumption metrics and payment obligation. The available buying models are named user (customer is obligated to pay per user), active user (customer is obligated to pay for actual usage), and enterprise agreement (customer is obligated to pay for enterprise-wide use). For a description of the buying models, see Exhibit A of this Offer Description. You can flexibly migrate from one deployment or buying model to another provided that You move from a) named user to active user or enterprise agreement or from b) active user to enterprise agreement. You can choose only one buying model for each Solution Bundle in its entirety; You may not combine buying models within a Solution Bundle.



Table 1 below lists the Solution Bundles and the availability within each buying model. Table 2 below represents the software entitlements that come with each Solution Bundle.

Table 1: Solution Bundle Availability by Buying Model

| | | Buying Models | | |
|------------------|--|---------------|----------------------|-------------|
| | | Named User | Enterprise Agreement | Active User |
| Solution Bundles | Business Messaging (M1) | ✓ | ✓ | n/a |
| | Advanced Cloud Meetings (M3) | ✓ | ✓ | ✓ |
| | Advanced Premises Meetings (M3-Prem) | n/a | ✓ | ✓ |
| | Cloud Calling & Business Messaging (C1) | ✓ | ✓ | n/a |
| | Premises Calling & Business Messaging (C1-Prem) | n/a | ✓ | n/a |
| | Hosted Calling & Business Messaging (C1-Hosted) | ✓ | ✓ | n/a |
| | Cloud Calling and Advanced Meetings (C3) | ✓ | ✓ | ✓* |
| | Premises Calling and Advanced Meetings (C3-Prem) | n/a | ✓ | ✓* |
| | Hosted Calling and Advanced Meetings (C3-Hosted) | n/a | ✓ | ✓* |

*If You choose a meetings Solution Bundle under the active user buying model, You have the option to add a calling solution to Your subscription. You can add Webex Calling for a cloud deployment or Cisco Unified Communications Manager for an on premises or partner-hosted deployment to an M3 or M3-Prem Solution Bundle. In either case, the calling portion of your subscription will be governed by enterprise agreement buying model as described in this Offer Description.

Table 2: Solution Bundles and Entitlements

| Solution Bundle | Software Entitlement |
|--|---|
| Business Messaging (M1) | Cisco Webex Teams |
| Advanced Cloud Meetings (M3) | Cisco Webex Meetings + Cisco Webex Teams |
| Advanced Premises Meetings (M3-Prem) | Cisco Meeting Server + Cisco Webex Teams |
| Cloud Calling & Business Messaging (C1) | Cisco Webex Calling + Cisco Webex Teams |
| Premises Calling & Business Messaging (C1-Prem) | Cisco Unified Communications Manager ("CUCM") + Cisco Webex Teams (Cloud Service) |
| Hosted Calling & Business Messaging (C1-Hosted) | CUCM Hosted by a Partner (Hosted Collaboration Solution or "HCS") + Cisco Webex Teams (Cloud Service) |
| Cloud Calling and Advanced Meetings (C3) | Cisco Webex Calling + Cisco Webex Teams |
| Premises Calling and Advanced Meetings (C3-Prem) | CUCM + Cisco Meeting Server + Cisco Webex Teams (Cloud Service) |



| Solution Bundle | Software Entitlement |
|--|--|
| Hosted Calling and Advanced Meetings (C3-Hosted) | HCS + Cisco Webex Meetings (Cloud Service) + Cisco Webex Teams (Cloud Service) |

2. Supplemental Terms and Conditions.

2.1. Term.

The initial term starts on the date (i) the Software is made available for download or installation, or (ii) the date the Cloud Service is available for Your use, and lasts for the period stated in the Order. If the Order includes both Software and Cloud Services, the initial term starts on the earlier of (i) and (ii), above. The Order will renew in accordance with the Agreement.

2.2. Restrictions on Use by Minor Children.

The Cloud Service 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"). Minor Children are not permitted to create an account to use the Cloud Service, and You will not authorize Minor Children to access the Cloud Service.

2.3. Service Suspension.

In addition to the causes of termination set forth in the Agreement, Cisco may temporarily suspend Your access to the Cloud Service immediately upon notice to You (in accordance with the notice provisions set forth in the Agreement) if there is an unusual spike or increase in Your use of the Cloud Service and we determine that such traffic or use is fraudulent.

2.4. Third-Party Products.

There are integrated applications and bots that You can download and use with the Cloud Service. Many of these integrated applications and bots are third-party products. Cisco does not support or warrant third-party products and disclaims all responsibility and liability for third-party products used with the Cloud Service. If You use a third-party product, the terms of use for that third-party product are between You and the provider. 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 Cloud Service.

2.5. Geographic Terms and Restrictions.

In accordance with global telecommunications law and regulations, the Cloud Service is currently available in the countries listed [here](#). If the Cloud Service is not available in a country, purchases will be restricted.

a. Webex Audio.

Webex Audio, a feature of Webex Meetings, is not available to You if Your billing address is in any of 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. If You are based in one of these locations, You may be able to purchase integrated audio from an authorized teleconferencing service provider partner.

b. Pakistan.

If You are based in Pakistan and purchase Webex Audio, You are responsible, and Cisco has no liability for, ensuring that Your internet service provider has the necessary authorizations to provide VoIP.

c. Russia.

If You are based in Russia, You acknowledge that You are the data operator as defined under Russian law for purposes of Your users' personal data that is collected and processed in connection with the Cloud Service.



2.6. Emergency Response Disclaimer and PSTN Requirement.

a. Emergency Response.

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 CLOUD SERVICE (INCLUDING EMERGENCY CALLS USING 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. PSTN Requirement.

In order to use Webex Calling, You must purchase a PSTN local, long-distance, emergency dialing, and direct-inward-dial service from a Cisco-approved third-party service provider to be combined with the Cloud Service. Once You have purchased and enabled Cisco Webex Calling combined with PSTN from a Cisco-approved service 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 to the Cloud Service using their private address.

2.7. Cisco Webex Hybrid Services.

This is an alternative to the Cloud Service architecture that uses Your premises to enable specific components hosted by Cisco. If You use Cisco Webex Hybrid Services, You will receive Software to be deployed on Your premises (“**Hybrid Software**”). With the sole exception of Cisco’s provision of the Hybrid Software to You as described in this Offer Description, You will exercise exclusive control over the Hybrid Software. You shall maintain the Hybrid 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 Hybrid Software against accidental loss, destruction or alteration, unauthorized access, or unlawful destruction. You also 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.

Some countries may consider the provision and operation of the Hybrid Software a regulated activity. You represent and warrant that You have obtained all requisite authority to operate the Hybrid Software. You agree that You will operate the Hybrid Software only in those countries where the Cloud Services are available and unrestricted as set forth in Section 2.5 above.

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 this Section 2.7.

2.8. Entry-Level Webex Service.

If You elect not to renew Your subscription, Your Webex account will be converted to an entry-level Cloud Service (“**Cisco Webex Free**”). Cisco Webex Free has fewer features and differing usage limits than the paid Cloud Service. Cisco may at any time change those features and limits at our discretion and without notice. Cisco may also deactivate or delete Your Cisco Webex Free account and any related data. Cisco’s deletion of Your data may automatically occur if You exceed of the storage space limit of 5 GB per user (not to be pooled among users).

3. Data Protection.

Cisco’s data protection obligations are set forth in the Agreement. Additionally, the Cisco Webex Service and Cisco Webex Meetings Service [Privacy Data Sheets](#) supplement the Cisco Privacy Statement and describe the Personal Data that Cisco collects and processes as part of the delivery of the Cloud Service to You.



3.1. Cooperation with Law Enforcement.

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 Cloud Service.

3.2. Authorized User Accounts.

Authorized Users can choose what email address to use when they create an account for the Cloud Service. However, if the email domain associated with any Authorized User's account is owned or controlled by You and You then add their account to Your subscription, their account and Personal Data will be associated with You, following notice from Cisco. Authorized Users may change the email associated with their account by following these [instructions](#). If they do nothing, their account and Personal Data will be controlled by You and their use will be subject to Your policies.

4. Support.

The Cloud Service and Software include basic online support and phone support. Cisco will respond as set forth in the table below 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.

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.

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 Phone Support | 24x7 via Phone & Web | Response within 1 hour | Response within next Business Day |
| Basic Online Support | Web | Response within next Business Day during Standard Business Hours | Response within next Business Day during Standard Business Hours |

The following definitions apply to this Section 4:

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

Severity 1 means the Cloud Service or Software 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 Cloud Service or Software 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 Cloud Service or Software 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 Cloud Service or Software. 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.



Exhibit A

Cisco Spark Flex Plan

Buying Model Description

1. Named User.

Under the named user buying model, Your payment obligation and your right to use the Cloud Service or Software is based on the number of Named Users in Your Order, regardless of usage. A **Named User** is an Employee given access to the Software and/or Cloud Services. Your Named Users receive unique accounts that must not be shared or used by anyone other than the designated Employee. A Named User's account must not be transferred to another person, except upon: (a) termination of the Named User's employment or (b) with Cisco's prior written approval. If You need to increase the Named Users designated in your original Order, work with Cisco or Your Partner to modify Your Order.

Employees are Your full- and part-time employees. Employees may include employees of an affiliate or contractor, provided: (a) You are solely responsible for the acts and omissions of any such employee, (b) the employee uses the Cisco software and cloud services exclusively for Your benefit, (c) You do not charge for use of the Cisco software and cloud services, and (d) You are responsible for all fees incurred by the employee.

2. Enterprise Agreement.

The enterprise agreement buying model is governed by the Cisco Enterprise Agreement Program Terms ("**Program Terms**"), which are provided to You and require Your acknowledgment when You place an Order for an enterprise agreement buying model. In accordance with the Program Terms, You must complete an End User Information Form ("**EUIF**"), which serves as the basis for Your price quote.

2.1. Minimum Purchase.

Your EUIF must reflect the greater of: (a) Your enterprise-wide Knowledge Worker count and b) 250 Knowledge Workers. **Knowledge Workers** means Your employees and contractors that use computing or communications devices capable of running Cisco Webex, Cisco Unified Communications Manager, or Cisco Meeting Server as part of their job duties performed on Your behalf. Your Knowledge Worker count also includes the employees of any affiliated corporate entity that is included in Your initial subscription Order. Your Knowledge Workers receive unique accounts that must not be shared or used by anyone other than the designated Knowledge Worker. A Knowledge Worker's account must not be transferred to another person, except upon: (a) termination of the Knowledge Worker's employment or (b) with Cisco's prior written approval.

2.2. Growth.

You may access the Cisco software and cloud services by up to 120% of the Knowledge Workers identified in Your EUIF ("**Growth Allowance**") without incurring additional fees.

2.3. True Forward.

An **Enterprise Agreement True Forward** is an adjustment process that reconciles the fees that You owe when Your Knowledge Workers exceed the Growth Allowance.

If an Enterprise Agreement True Forward is required, Cisco will generate a bill as part of the annual True Forward event in order to align Your payment obligation to Your use. Under the Program Terms, the True Forward is assessed in the billing year after You exceed the Growth Allowance. If You are assessed a True Forward one year and You no longer exceed the Growth Allowance, You will not be assessed an Enterprise Agreement True Forward the following year. You may not decrease the Knowledge Workers in Your EUIF at any point during Your subscription. Please see Your purchase agreement for additional details about the Enterprise Agreement True Forward process, including billing. Upon reasonable request, You may need to verify the number of software licenses that You have installed, accessed, deployed, or activated. Cisco or Your Partner will handle the Enterprise Agreement True Forward calculation and any additional billing required.



Your responsibilities related to Enterprise Agreement True Forward overages are tied directly to Your payment obligations, and accordingly any lapse in carrying out those responsibilities can result in an interruption of service. If You modify Your Order by choosing a different buying model within Cisco Spark Flex Plan, You may be required to pay any Enterprise Agreement True Forward fees incurred in connection with Your current buying model before You are able to switch to a new buying model.

3. Active User.

Under the active user buying model, Your payment obligation is based on the number of Knowledge Workers (as defined in Section 2 above) that access the Cisco software and cloud services and that host at least one Meeting (“**Active Users**”). You will designate a deployment model (cloud or on-premises) for each Knowledge Worker. If a Knowledge Worker hosts a cloud Meeting and an on-premises Meeting they will be counted as two Active Users.

A “**Meeting**” is a meeting launched: (a) in Webex Teams, Webex Meetings, or Cisco Meeting Server; or (b) using a Personal Conferencing Number, regardless of whether Webex Teams, Webex Meetings, or Cisco Meeting Server is launched. An unscheduled Webex Teams meeting of two people does not count as a Meeting.

3.1. Minimum Purchase.

Your Order must reflect the greater of the following: (a) 40 Knowledge Workers; (b) 15% of Your Knowledge Workers; or (c) if You are transferring from a Cisco Webex Meetings subscription, the current number of paid users under Your Cisco Webex Meetings subscription.

3.2. True Forward.

An “**Active User True Forward**” is an adjustment process that reconciles the fees that You owe when Your Average Active Users exceeds the Knowledge Workers in Your Order. “**Average Active Users**” means the average number of Active Users per month in months 9, 10, and 11 of Your current subscription year. If an Active User True Forward is required, Cisco will generate a bill as part of the annual Active User True Forward event in order to align Your payment obligation to Your use. The Active User True Forward is assessed in the billing year after You exceed the Active Users in Your Order. If You are assessed an Active User True Forward one year and You no longer exceed the Active Users in Your Order, You will not be assessed an Active User True Forward the following year. You may not decrease the Knowledge Workers in Your Order at any point during Your subscription. Upon reasonable request, You may need to verify the number of software licenses that You have installed, accessed, deployed, or activated. Cisco or Your Partner will handle the Active User True Forward calculation and any additional billing required.

Your responsibilities related to Active User True Forward overages are tied directly to Your payment obligations, and accordingly any lapse in carrying out those responsibilities can result in an interruption of service. If You modify Your Order by choosing a different buying model within Cisco Spark Plan, You may be required to pay any Active User True Forward fees incurred in connection with Your current buying model before You are able to switch to a new buying model.