



Offer Description: Cisco WebEx Ports Software as a Service (SaaS) Subscription

This document sets out the features and functionalities of the Ports SaaS Subscription Service (the “**Service**”) that Cisco Systems, Inc. (“**Cisco**”) and its affiliate (“**Cisco WebEx**”) will provide to the applicable customer (“**Customer**” or “**you**”), for which Cisco has been paid, and continues to be paid, the appropriate fee.

The Cisco Universal Cloud Agreement (or similar terms existing between you and Cisco) (“UCA”) and the additional terms herein govern Your use of the Cloud Service, as defined in the UCA. Capitalized terms used in this Offer Description but not defined will have the meanings assigned to them in the UCA. To the extent that there is a conflict between the terms and conditions of the UCA and this Offer Description, the terms and conditions of this Offer Description will take precedence. A current copy of the UCA is located at: <http://www.cisco.com/c/en/us/about/legal/cloud-and-software.html>.

If you are purchasing Services directly from Cisco, this Offer Description and the UCA are both incorporated into your agreement with Cisco.

If you're buying through a reseller, you accept the terms of the UCA by using the Service, unless the UCA (or terms and conditions substantially similar) is otherwise incorporated into your arrangement with the reseller. All non-conflicting and additional terms and conditions in your purchase agreement with reseller remain applicable to this purchase, as between you and your reseller.

However, your use of the Service (independent of the purchase terms) is governed by the UCA and the UCA takes precedence in regards to your specific use of the Service.

Related Documents: The following documents posted at www.cisco.com/go/servicedescriptions/ should be read in conjunction with this Offer Description and are incorporated into this Offer Description by this reference: (1) Glossary of Terms (to the extent those terms are not otherwise defined in this Offer Description or the agreement under which you purchase Services), and (2) List of Services Not Covered.

Cisco WebEx Ports Subscriptions

The following Cisco WebEx Service is offered via a Ports Subscription solution:

- [Cisco WebEx Meeting Center](#)
- [Cisco WebEx Support Center](#)

Service Support

Cisco WebEx provides 24X7X365 technical support in English to our customers and their attendees. In addition, Cisco WebEx provides limited support in other languages via our global support solution. We can be contacted by phone or online via <http://support.webex.com>. Support is available for the duration of your Subscription. Additional Information on Support Services for WebEx Subscribers may be found at <http://support.webex.com/support/support-overview.html>.

Ports Subscription Details

“**Ports**” is the subscription business model (“Subscription”) under which you are buying the Cisco WebEx Services. A “Subscription” is the length of time for which you are obligated to purchase, and Cisco WebEx is obligated, to provide the Service. The Ports Subscription model is defined as follows:

Commercial Terms

- You are purchasing the Services as the “Subscriber.” The Subscriber under this model is purchasing “Ports.” Each Port provides a user access to the Service. Port users must be Employees of Subscriber.
- Meetings must be initiated and conducted by “Hosts”. As the Subscriber, you may designate an unlimited number of Employees as meeting Hosts and each Host may initiate an unlimited number of meetings using the Services.
- However, the total number of attendees in any one meeting (including Hosts) and the total number of attendees accessing the Services at any one point in time (including Hosts), may not exceed the total number of Ports purchased by Subscriber.
- Subscriber shall provide all user information reasonably necessary to enable WebEx to create user profiles for each Employee for whom Subscriber wishes to provide Host access for the Services.
- “Employees” are the full and part-time employees or third-party contractors of Subscriber and its subsidiaries. Employees do not include Subscriber’s parent company.
- Employees may include third-party contractors only if (a) Subscriber allows the third-party contractor to use the Services only for the benefit of Subscriber, (b) Subscriber does not charge the third-party contractor for the use of the Services, (c) Subscriber is responsible for all fees incurred by such third-party contractor; and (d) Subscriber shall take full liability for the actions of a third-party contractor, and/or third-party contractor’s misuse of the Services.

Subscription Count and Overage Fees for Ports

The minimum Port accounts that may be purchased is two (2).

If the total number of people (as measured by network connections), that are connected to a physical server or online service at any one point in time exceeds the number of licensed Ports for 15 minutes or more (an “Overage”), than you will be charged an Overage fee. Overage fees are billed monthly in arrears based on actual usage.

Subscription Term

For each of the below “**Subscription Term**” options, a purchase of a Ports Subscription for one of the available “Subscription Terms” is an obligation on the part of the customer to purchase the Services for the duration of the Subscription Term, subject to the specific payment obligations. A subscription may not be terminated for convenience by either party in the middle of a Subscription Term.

Payment for Subscription Terms may be made on a prepaid basis or monthly in advance, as follows:

Prepaid Subscription Terms

- Ports Subscriptions may be purchased for one (1), two (2), three (3), or five (5) year prepaid “**Prepaid Subscription Term.**” The prepayment under the Prepaid Subscription Term option is made in an amount representing the entirety of the Subscription Term, be it one (1), two (2), three (3), or five (5) years. The Prepaid Subscription Term is pre-paid at the beginning of the Subscription Term for the entirety of the one (1), two (2), three (3) or five (5) year term, as applicable.

Monthly Subscription Terms

- Ports Subscriptions may also be purchased for one (1), two (2), three (3) or five (5) year terms, payable monthly in advance for the duration of the Subscription Term (a “Monthly Subscription Term”).
- Either party may terminate a Monthly Subscription Term, with or without cause, effective at the end of the Initial or any Renewal Term by providing the other party written notice of termination at least thirty (30) days prior to the end of such Initial or Renewal Term. If notice is provided at least thirty (30) days prior to the end of the then-current initial or Renewal Term, the Subscription will terminate at the end of the then-current term without further notice or action by either party. Subscriber’s payment obligation will remain in effect for the duration of the then-current Initial or Renewal Term, irrespective of when notice was provided.

Insufficient Prepayment Funds. In either case, insufficient prepayment funds do not relieve Subscriber of any payment obligations. Payment of fees due under any other Cisco or Cisco WebEx purchase obligation does not relieve Subscriber of those payment obligations arising hereunder.

Subscription Term Start Date. The Subscription Term will commence on the Service availability date. The anticipated Service availability date is three (3) to five (5) business days from Cisco's acceptance of a valid Order. An Order is valid to the extent that the Subscriber has provided, at the time of placing such Order, the necessary information to register for and/or use the Service.

Renewal Terms. Upon expiration, both the Prepaid Subscription Term and the Monthly Subscription Terms will automatically renew for one (1) month (or twelve (12) month, at Subscriber's election) "**Renewal Terms**" until terminated by either party upon written notice delivered no less than thirty (30) days prior to the end of the then current Subscription Renewal Term.

Additional Features Available with Cisco WebEx Active User Subscription Services

The below listed additional features ("Additional Features") are enabled upon request, but are, in all cases, coterminous with existing Web Conferencing Services. That is, these Additional Features are only available with the purchase of Web Conferencing Services. Additional Features are not available on a stand-alone basis. Some Additional Features are billed on a per use basis. Others are available as a subscription purchase. Because these features are optional and ancillary to the core Service, there may be an additional fee or cost.

Many Additional Features are sold under the "Named User" model. Under the Named User model, individuals provided access to the specific Service purchases are subject to the following restrictions:

1. A "Named User" is an Employee assigned an account by Subscriber to use the selected Cisco WebEx Service. Named User accounts are individualized and may not be shared or used by anyone other than the one employee to whom the Named User account is assigned. The identification of Named Users must be unique to an individual and may not be of a generic nature.
2. A Named User may host an unlimited number of meetings using the Service; provided that a Named User may only host one (1) meeting at any point in time. That is, Named Users may not host multiple meetings simultaneously.
3. Subscriber shall identify those Employees assigned to Named User accounts on the "Managed Hosts" list (the "List"). The List will be maintained by the Subscriber's Site Administrator, who will update the List so that it is current at all times. A Named User account may not be transferred to another Employee except upon (a) termination of the Named User's employment with Subscriber, or (b) in all other instances, Cisco's prior written approval.

The termination date of the Web Conferencing Service will constitute termination of any Additional Feature subscription or use, as applicable, irrespective of any remaining time on the Additional Feature Subscription.

Spark

1. Spark Offers

a. Spark Message is a secure online space for teams to create unlimited rooms where users can message, share content and meet face-to-face. The Service is accessible from any device. Spark Message is available with the purchase of Cisco WebEx Messenger. Spark Message is not sold as a standalone offer. Subscriber will receive included Spark Message Storage with purchase. Each Named User will be provided 5GB of Spark Message Storage, included with the Cisco WebEx package purchased.

b. Spark Message Offering (the cost-based Spark Message offer) includes all features in Spark Message Free, **plus**:

- Room moderation and compliance exports
- Incremental storage capacity
- Single sign-on (SSO)
- Directory integration

- User Management
- Live Support
- Analytics

c. **Spark Message Overage Storage** is storage used in excess of the “Spark Message Included Storage”. The Spark Message Overage Storage option is automatically enabled at the time of configuration and cannot be disabled or removed. If the Subscriber’s Storage usage exceeds the allotted Spark Message Included Storage the Subscriber will be charged the Spark Message Overage Storage fee monthly in arrears in the next billing cycle.

d. **Spark Meet Offering** (the cost-based Spark Meet offer) includes all features in Spark Meet Free, *plus*:

- Meetings in rooms will accommodate up to 25 Participants
- Available with WebEx Meeting Center or WebEx Enterprise Edition (based on package purchased)

e. As with all Additional Features, Spark Meeting is not offered on a stand-alone basis, and will co-terminate with Subscriber’s underlying subscription.

Voice over Internet Protocol

2. VoIP

a. **Description.** Integrated VoIP (Voice over Internet Protocol) is an audio feature that sends audio from a meeting over the Internet, instead of a telephone connection. It is woven into the meeting experience, with hosts being able to mute and un-mute attendees, pass the microphones, and start and stop VoIP. If you have speakers or headphones attached to your computer, a computer microphone, and a duplex sound card, you can choose Integrated VoIP instead of traditional telephone-based teleconferencing. VoIP is best used when:

- There will be a large number of attendees (up to 500).
- The meeting does not require much attendee participation. For example, a presentation of material, rather than a discussion.
- Attendees do not have access to a toll-free dial-in number.

b. The VoIP Offering

- Subscriber is entitled to an unlimited number of VoIP minutes per month per VoIP license purchased.
- Up to 500 attendees may have access to VoIP in a single meeting.
- VoIP supports up to 7 active microphones, each microphone, may be passed to any attendee requiring speaking privileges.
- VoIP is not available in all countries. Regulatory issues in certain markets may limit or restrict use of VoIP. Contact your sales representative for further information. If the Service is ordered but is limited or restricted in the end-customer’s market, VoIP will not be provisioned.

Cisco WebEx Storage

3. Storage

a. Description.

- “Storage” is online, secure cloud storage, including NBR (recording storage), used for storing meeting recordings automatically and accessing at a later date.
- “Included Storage” is Storage included at no additional cost with the Meeting Center and Enterprise Edition offerings.
- Committed “Add-on Storage” is additional Storage purchased in excess of any Included Storage. Add-on Storage has a minimum purchase of 50 GB, with one (1) GB additional increments thereafter.

Subscribers have the ability to purchase Add-on Storage at the time of ordering or as a change request at a later date.

- iv. "Overage Storage" is Storage used in excess of the Included Storage and any Add-on Storage. The Overage Storage option is automatically enabled at the time of configuration and can be manually removed. If you do not purchase the Overage Storage option, Storage usage will be limited to the Included Storage and any purchased "Add-on Storage". If you do purchase the Overage Storage options, and the Subscriber's Storage usage exceeds the allotted Included Storage and purchased Add-on Storage, Subscriber will be charged the Overage Storage fee monthly in arrears in the next billing cycle.

b. Storage Offerings

- i. This offer provides 50 GB of secure Included Storage for storing files automatically and accessing at a later date.
- ii. Add-on Storage: Add-on Storage may be purchased through Cisco or a Cisco Authorized Reseller.
- iii. The Overage Storage option is enabled by default. If you disable the Overage Storage option, usage will be limited to committed purchases. If you do not disable the Overage Storage Option, you will be charged for all overages.

WebEx Audio

4. Audio

a. Description.

- i. Cisco offers optional audio services outlined below ("WebEx Audio Services") as a fully-integrated solution with WebEx Conferencing Services. WebEx Audio Services are a cloud-based solution, which provides toll, toll-free, and call-back capabilities. Parameters that determine a customer's audio per minute rate for WebEx Audio Services include bridge and call features, the rate plan (discount table), ISO country and zone.
- ii. WebEx Audio Services supports the following audio access methods:
 1. Toll and Toll-free Call-in: A single call-in number is provided to enable participants to join a WebEx Conferencing Services online meeting using integrated WebEx Audio Services.
 2. Toll and Toll-free Callback: Participants may join a WebEx Conferencing Service online meeting using the WebEx Audio Services by having the session call the user at the number specified by the user upon joining the meeting via the Internet.
 3. Call Back and Call Back International: Gives customers the option to request a call back when requesting support through the Cisco WebEx Remote Support service.
 4. Audio Broadcast: Allows Event Center (one of the WebEx Conferencing Services solution) attendees to hear the audio conference through their computer speakers (listen only).

b. Audio Offerings.

- i. **Uncommitted Billing:** Invoiced monthly in arrears, based on actual usage over the billing period. WebEx Audio Services per use fees are subject to change due to regulatory requirements over which Cisco has no control. Subscriber will be charged at the applicable rate in effect at the time the Service is used.
- ii. **Committed Billing:** Invoiced monthly in advance for the duration of the Subscription Term, based on a monthly committed dollar amount. WebEx Audio Service usage in excess of committed amounts (Overage) will be invoiced monthly in arrears at the contractual committed billing rate. Committed minutes that are not used by Subscriber during the month for which the minutes were committed may not be carried forward into the next month. Rates associated with an audio commitment supersede the per use fees for the corresponding telephony service.

Toll Named Users

5. Toll Named Users.

a. Description. Toll Named Users is a Named User based audio subscription purchased by the Subscriber, where each Named User has unlimited access to Global Toll Call in and Domestic Toll Call in. Subscriber is required to purchase the quantity of Toll Named Users as specified below.

b. Toll Named Users Offering

- i.** Toll Named Users is not available in all countries. Regulatory issues in certain markets may limit or restrict use of Toll Named Users. Contact your sales representative for further information. If the Service is ordered but is limited or restricted in the end-customer's market, this product will not be provisioned as part of the Service.
- ii.** Subscriber must purchase a quantity of Toll Named Users equal to the number of Active Users invoiced in any given billing period.
- iii.** Toll Named User may only be sold in conjunction with monthly billings committed telephony, monthly true up billings commit telephony, or basic telephony.
- iv.** Toll Named Users Services are only available with a purchase of web conferencing services. Toll Named Users Services are not available on a stand-alone basis. The termination date of the web conferencing services will constitute termination of the Toll Named Users Service subscription, irrespective of any remaining days of the Subscription Term.

Cloud Connected Audio (CCA)

6. Cloud Connected Audio

a. Description. CCA provides cloud based audio conferencing using IP peering connection, delivered over a hybrid deployment model. It extends the functionality of the Cisco Unified Communications Manager, and incorporates premise based equipment to connect Subscriber to a Cisco Collaboration Cloud data center via dedicated SIP trunks. Call routing is performed on-premises, call signaling and audio traffic occurs over the IP link, and call mixing is done in the cloud.

b. CCA Implementation Period. CCA is subject to an integration and implementation Period ("Implementation Period"). CCA require provisioning of several additional components, including the circuits between Subscriber's and Cisco WebEx's data centers. During the Implementation Period, the initial Subscription Term for CCA will not accrue for that period of time in which the Implementation Period is in effect. The Implementation Period shall end at WebEx's discretion, at any time, and without further or additional notice.

c. Sold only in conjunction with WebEx Web Conferencing Offerings. CCA is a fully-integrated audio solution sold in conjunction with WebEx Conferencing Services. It is not a stand-alone offer. Should the Subscription Term for the Web Conferencing Services portion expire prior to the conclusion of Subscriber's CCA Subscription Term, due to Implementation Period delay, the WebEx Conferencing Service Subscription Term will be extended to align with termination of a CCA Subscription Term. Otherwise, the termination date of the Web Conferencing Services will constitute termination of CCA subscription, irrespective of any remaining days of CCA Subscription Term. Subscriber will be charged an early termination fee of 15% of the remaining balance on CCA Subscription Term.

d. CCA Customer Requirements. CCA requires Subscriber to route all audio conference calls to Cisco WebEx over an IP connection made between Subscriber's network and the Cisco WebEx data center. Subscriber must leverage its existing telephony infrastructure for Off-net calling. "Off-net" calls are calls generated from phone numbers that do not reside on customer's network. All off-net calls will flow into customer's network through customer's PSTN trunks. The provisioning of CCA by Cisco assumes that the Subscriber will purchase and meet additional requirements of the applicable CCA data sheet.

e. CCA Offerings.

- i. **Ports.** CCA is sold on a 'ports' basis ("Ports"). Ports are invoiced monthly in advance for the duration of the Subscription Term. Each User may access a "CCA Port" at any point in time. However, Subscriber's and its Users' use of CCA is limited to the number of Ports purchased. Under CCA Subscription model, you must purchase a minimum number of CCA Ports determined from your peak monthly usage. Each CCA Port provides a User access to the WebEx audio conferencing platform.
- ii. **Overage:** CCA overages are invoiced monthly in arrears at the contractual committed billing rate. There may be instances in any given month when the number of CCA Ports used exceeds the number of CCA Ports purchased under CCA Subscription. CCA Ports Overage for any given month is the highest number of CCA Ports in use at any one time during that monthly billing period in excess of number of CCA Ports purchased by Subscription. Subscriber is required to purchase CCA Overage from Cisco WebEx LLC and as otherwise instructed by Cisco.

Note: CCA and WebEx Audio Services are separate offerings with differing features and functionalities.

Compliance Review

Cisco WebEx will have the right, upon reasonable notice, to audit Subscriber's records (including but not limited to the List) during normal business hours to ensure Subscriber's compliance with the above requirements. Cisco WebEx will pay the cost of the audit unless it is found that Subscriber is misusing the Service by, for example, exceeding the number of allowable meeting participants, or providing a Ports account to a non-employee.

Important Information Regarding Audio Services

Country Coverage. Due to rapidly changing and unpredictable global telecommunications law and regulations, availability of certain Cisco WebEx Audio services and related offerings may become restricted or discontinued. While Cisco WebEx routinely monitors applicable telecommunications laws and regulations in an attempt to readily adapt to changing legal and political environments, **Cisco WebEx reserves the right to modify its' Country Coverage Listing for all impacted Cisco WebEx Audio offerings, without notice**, as necessary to meet all country legal and regulatory requirements. Currently, the Cisco WebEx 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/CallMe
Integrated VoIP

Also, Cisco WebEx Audio is not available to customers 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. Customers based in these locations can purchase integrated audio from an authorized TSP (Teleconferencing Service Provider) Partner.