



# Supplemental End User License Agreement

## IMPORTANT: READ CAREFULLY

### Dear Customer,

This Supplemental End User License Agreement ("SEULA") contains additional terms and conditions for the Software Product set forth herein and licensed under the End User License Agreement ("EULA") between you and Cisco Systems, Inc. or its Affiliates (collectively, the "Agreement"). Capitalized terms will have the meanings as in the EULA. To the extent that there is a conflict between the EULA and this SEULA, this SEULA will take precedence.

**By downloading, installing, or using the Software you agree to comply with the terms of this SEULA.**

**SUPPLEMENTAL LICENSE TERMS FOR:** Cisco WebEx Meetings Server Software

### ADDITIONAL GENERAL LICENSE RIGHTS AND RESTRICTIONS:

1. Cisco WebEx Meetings Server (the "Software") is a software-based enterprise conferencing product that integrates audio, video and web conferencing in a single, on-premises solution.
2. License. Conditioned upon compliance with the terms and conditions of the Agreement, Cisco grants to Customer a nonexclusive, nontransferable and sublicenseable (to Customer's end users) license to use for Customer's (and/or Customer's end users') internal business purposes the Software and Documentation for which Customer has paid the required license and/or subscription fee. The server component of the Software may be installed only on Cisco hardware that is: (a) operated by Customer, or (b) operated by a third party under Customer's direct control. Customer may copy and distribute the client component of the Software to third parties solely and exclusively in connection with allowing such third parties to attend meetings hosted by Customer using the Software, provided that Customer shall remain responsible for such third parties' compliance with the Agreement. "Documentation" means information (whether contained in user or technical manuals, training materials, specifications, videos or otherwise) pertaining to the Software and made available by Cisco with the Software in any manner (including on USB Drive or online). In order to use the Software, Customer may be required to input a registration number or product authorization key and register Customer's copy of the Software online at Cisco's website to obtain the necessary license key or license file.

### 3. User Licenses.

"Employees" are the full and part-time employees or third-party contractors of Customer and its subsidiaries, and affiliates. Employees do not include Customer's parent company, unless Customer intends to assign a User account to an Employee of the parent company, which is an option, but requires that the parent company Employee is a User for purposes of usage calculation.

Employees may include third-party contractors, only if (a) Customer allows the third-party contractor to use the

Software only for the benefit of Customer, (b) Customer does not charge the third-party contractor for the use of the Software, and (c) Customer shall take full liability for the actions of a third-party contractor, and/or third-party contractor's misuse of the Software.

A "User" is a Customer Employee assigned an account by Customer to use the Software to host meetings. A User may host an unlimited number of meetings ("Meeting(s)") using the Software; provided that a User may only host one (1) Meeting at a time. Each Meeting must be hosted by a User and is limited to the maximum number of participants as determined by the capacity of the Software licensed by Customer.

4. Limited User Licenses. Customer's license to use the Software shall be limited to, and Customer shall not use the Software in excess of, such limitations as are set forth in the SEULA or in the applicable purchase order which has been accepted by Cisco and for which Customer has paid to Cisco the required fee (the "Purchase Order"). Customer may only have as many Users as allowed under any and all applicable Purchase Orders. Customer understands and agrees that the Software will perform internal checks to compare the number of Users using the Software with the number of Users licensed by Customer, and if it repeatedly finds more Users than authorized, the Software may disable itself until such time as Customer purchases additional User licenses.

5. Content. Customer agrees that it is solely responsible for the content of all visual, written or audible communications, files, documents, videos, recordings and any other material ("Content") used, displayed, uploaded, exchanged or transmitted on or through the Software. Under no circumstances will Cisco be liable to Customer for any loss or damages: (i) arising from any Content, or Content related errors or omissions; or (ii) incurred as a result of the use of, access to, or denial of access to the Content.

6. Privacy. Customer understands and agrees that, as part of Cisco providing support to Customer, Cisco may request access to and use of technical or diagnostic information (e.g., server logs) that may contain Personal Information and Non-personal Information of Customer and/or Customer's meeting invitees ("Server Data"). If you provide such Server Data to Cisco, you consent to Cisco's collection, use, processing and storage of Personal Information and Non-personal Information as described below. This Personal Information and Non-personal Information is transferred to Cisco, including the transfer of such information to the United States and/or another country outside the European Economic Area, so Cisco can determine how users are interacting with our products and for the purposes of providing Customer support and improving our products and services. Cisco may share this information with select third parties in an anonymous aggregated form. None of this Personal Information and Non-personal Information will be used to identify or contact individual users, and use of the Personal Information and Non-personal Information shall be subject to Cisco's Privacy Statement, available at <http://www.cisco.com/web/siteassets/legal/privacy.html>. Customer may withdraw this consent to collection, use, processing and storage of Personal Information and Non-personal Information at any time by not providing Cisco access to the Server Data. Active steps are required each time by the System Administrator to provide Cisco access to the Server Data.

7. Customer agrees that it will not use the Software to send unsolicited email outside Customer's company or organization (e.g., "spam") in violation of applicable law, falsify any email header information when sending emails (e.g., "spoofing"), or attempt to acquire sensitive information such as usernames, passwords and credit card details by masquerading as a trustworthy entity (e.g., "phishing"). Customer further agrees not to use the Software to communicate any message or material that is harassing, libelous, threatening, obscene, or that would violate the intellectual property rights of any party, give rise to civil liability, constitute a criminal offense, or is otherwise unlawful under any applicable law or regulation. Customer agrees to indemnify, defend and hold harmless Cisco from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Customer's violation of this Section 7.

8. The Software may not be appropriate for use in all countries. Customer agrees that Customer will comply with all applicable laws and regulations in connection with Customer's use of the Software, including, but not limited to: (a) with respect to personally identifiable information sent or received by Customer, all applicable privacy laws and regulations, (b) laws relating to the recording of communications, including, when required, advising all participants in a recorded WebEx Meetings Server meeting or event that the meeting or event is being recorded, and (c) laws relating to the use of VoIP-based services, if applicable. It is the sole responsibility of Customer to ensure it has the right to use all features of the Software in Customer's jurisdiction. Cisco may modify or not make available the Software and/or certain Software features to comply with applicable laws and regulations. The Software is subject to U.S. and local export control laws and regulations. Customer shall comply with such laws and regulations governing use, export, re-export, and transfer of the Software and will obtain all required U.S. and local authorizations, permits, or licenses. Customer certifies that Customer and any third parties Customer invites will not use the Software from within an embargoed country. Customer certifies that they are not on the U.S. Department of Commerce's Denied Persons List or affiliated lists, on the U.S. Department of Treasury's Specially Designated Nationals List or on any U.S. Government export exclusion lists. The export obligations under this clause shall survive the expiration or termination of the Agreement.

9. The Software contains certain third party database products ("Third Party Database Products") that impose additional restrictions on Customer's use. Customer shall not install or configure the Third Party Database Products separately and independently from the Software. Customer shall not access the Third Party Database Products directly or through other database tools, but rather only through the Software. Customer shall not navigate the underlying data schema of the Third Party Database Products. Customer shall not access the Third Party Database Products or establish the transfer of data without Cisco APIs. Customer shall not upgrade the Third Party Database Products separately, but only as a component of Third Party Database Products.

10. Oracle Java SE Terms and conditions. (i) Trademarks and Logos. This SEULA does not authorize an end user licensee to use any Oracle America, Inc. name, trademark, service mark, logo or icon. The end user licensee acknowledges that Oracle owns the Java trademark and all Java-related trademarks, logos and icons including the Coffee Cup and Duke ("Java Marks") and agrees to: (a) comply with the Java Trademark Guidelines at <http://www.oracle.com/us/legal/third-party-trademarks/index.html>; (b) not do anything harmful to or inconsistent with Oracle's rights in the Java Marks; and (c) assist Oracle in protecting those rights, including assigning to Oracle any rights acquired by Customer in any Java Mark. (ii) Third Party Code. Additional copyright notices and license terms applicable to portions of the Oracle Java SE software are set forth in the THIRDPARTYLICENSEREADME.txt file. (iii) Commercial Features. Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features identified in Table 1-1 (Commercial Features in Java SE Production Editions) of the Oracle Java SE software documentation accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>. (iv) Limited Use. This SEULA does not authorize use of the Oracle Java SE software except with the Software. In addition, this SEULA does not authorize any reconfiguration of the Oracle Java SE software.

11. Portions of the Software utilize Microsoft Windows Media Technologies. Copyright (c) 1999-2006 Microsoft Corporation.