



Offer Description : Cisco Collaboration Flex Plan

This Offer Description (the "Offer Description") describes Cisco Collaboration 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"). 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

1.1. Cisco Collaboration Flex Plan

A Cisco Collaboration Flex Plan subscription allows You to flexibly deploy various Cisco-hosted software-as-a-service offerings (“**Cloud Services**”) and licensed software (“**Software**”) for on-premises or partner-hosted deployments. Cloud Services offered in the plan include: Webex Meetings, Webex Calling, Webex Calling (formerly Cisco Spark Call), Webex Calling for SP, UCM Cloud Calling, Webex Teams, Cisco FedRAMP Webex Meetings, and Unified Communications Manager Cloud for Government. In an on-premises or partner-hosted deployment, Cisco offers the following Software: Cisco Meeting Server, Cisco Unified Communications Manager, and HCS. Note that when You choose an on-premises or partner-hosted deployment, You will also receive Webex Teams (a Cloud Service).

The Cloud Services and Software are available under license models for named user (customer is obligated to pay per user), active user (customer is obligated to pay for actual usage), enterprise agreement (customer is obligated to pay for enterprise-wide use), or shared meetings (customer is obligated to pre-purchase a fixed number of meetings). Each license model is further described in Section 2 of this Offer Description and reflected on the Order You place with Your Approved Source. Note: This Offer Description also applies to the Cisco Collaboration Spark Flex Plan.

1.2. Cisco Collaboration Flex Plan for Education

Cisco offers the Cloud Services and Software to education End Users, as described in Exhibit A of this Offer Description.

1.3. Cisco Collaboration Flex Plan for Public Sector

Cisco offers the Cloud Services and Software to public sector end users, as described in Exhibit B of this Offer Description.

1.4. Cisco Webex Assist

Cisco offers the Webex Assist Services to Webex end users, as described in Exhibit C of this Offer Description.

2. License Model Terms

2.1. Named User

Your payment obligation and Your right to use the Cloud Services and Software is based on the number of Named Users on Your Order, regardless of usage. A “**Named User**” is an employee or contractor given access to the Cloud Services and Software. Each Named User receives a unique account that may not be shared or used by anyone other than the designated employee or contractor. A Named User’s account may not be transferred to another person, except upon: (a) termination of the Named User’s employment or (b) Cisco’s prior written approval. You are solely responsible for the acts and omissions of, or any fees incurred by, Your Named Users.

2.2. Active User

The Active User buying model provides all of your organization with access to Flex Plan Meetings. Your payment obligation is based on a minimum quantity of Active Users (“**AU Minimum**”) that may increase during the term as Your organization grows or Your usage of Meetings increases. Your initial total Meetings entitlement is determined by the number of Knowledge Workers You include on your initial order. Your order must reflect at least 250 Knowledge Workers for You to be eligible for the Active User buying model.

At the beginning of the term, Your AU Minimum will be the greater of: 40 Active Users or 15% of Your Knowledge Workers (unless you are migrating from an existing subscription, in which case You will retain the number of Active Users on the order associated with Your existing subscription).

During the term, Cisco will use the annual True Forward process to calculate two meters ("True Forward"): 1) Your Average Active Users; and 2) 15% of Your Deployed Knowledge Workers. If either meter is found to be greater than your AU Minimum, your AU Minimum will be increased to the greater of those two meters, and you will owe incremental True Forward fees for these additional Active Users for the remainder of the subscription term. A True Forward will never result in a reduction of Your Active User count. The defined terms used in this section 2.2 mean the following:

"Knowledge Workers" means Your employees and contractors who use computing or communications devices capable of running the Cloud Services and Software as part of their job duties performed on Your behalf.

"Deployed Knowledge Worker" means the Knowledge Worker has a profile configured within the installed Software or Cloud Service provisioning platform and associates that profile with the applicable desk phone, any Jabber client, any Webex Teams client, mobile phone, video Device, personal computing Device, as applicable.

"Active User" means a Knowledge Workers that access the Cloud Services and Software and that host at least one Meeting.

"Average Active Users", the average number of Active Users per month in months nine (9), ten (10), and eleven (11) of the preceding year.

"Meeting" is a meeting initiated: (a) in Webex Meetings, Webex Teams, or Cisco Meeting Server; or (b) by phone using a Webex personal conferencing number regardless of whether Webex Meetings, Webex Teams, or Cisco Meeting Server is launched. An unscheduled meeting launched from a Webex Teams one-on-one space will not count as a Meeting.

2.3. Enterprise Agreement

The enterprise agreement license model is governed by the Cisco Enterprise Agreement Program Terms, which are provided to You and require Your acknowledgment when You place Your Order.

2.4. Shared Meetings

Your payment obligation and Your right to use the Cloud Services and Software is based on the Concurrent Meetings Cap on Your Order. The **"Concurrent Meetings Cap"** is the maximum number of cloud and on-premises meetings You are entitled to host simultaneously. You may host an unlimited number of meetings during Your subscription term, provided that You do not exceed the Concurrent Meetings Cap. If You exceed the Concurrent Meetings Cap, You must pay for the additional meetings pursuant to the True Forward process below. You must purchase a Concurrent Meetings Cap of at least one (1) but no more than twenty-five (25) combined cloud and on-premises meetings. No more than 250 of Your employees may be given access to Your cloud meetings.

A **"True Forward"** is the process to determine the fees due for Peak Concurrent Meetings that exceed the Concurrent Meetings Cap on Your Order. **"Peak Concurrent Meetings"** means the greatest number of meetings hosted simultaneously during the previous subscription quarter. Under the shared meetings license model, a True Forward is conducted quarterly beginning in the second quarter of Your subscription term. If Your Peak Concurrent Meetings exceed the Concurrent Meetings Cap on Your Order, Your Approved Source will bill You for the excess meetings. Your minimum payment obligation for the remainder of Your subscription term will also increase to reflect the higher Peak Concurrent Meetings. A True Forward will never result in a reduction of Your Concurrent Meetings Cap.

3. Supplemental Terms and Conditions

3.1. Term

The initial term starts on the earlier of (a) the date the Software is made available for download or installation; or (b)(1) thirty (30) days from the date Cisco notifies You that any portion of the Cloud Service is ready for You to start provisioning; or (b)(2) the date any portion of the Cloud Service has been provisioned, and lasts for the period stated in the Order.

3.2. 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.

3.3. 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. Pakistan

If You access the Cloud Service in Pakistan using integrated VoIP, You are responsible, and Cisco has no liability for, ensuring that Your internet service provider has the necessary authorizations to provide VoIP.

3.4. PSTN Requirement and Emergency Response Disclaimer

a. PSTN Requirement

In order to use Webex Calling, Webex Calling (formerly Cisco Spark Call), Webex Calling for SP or Unified Communication Manager Cloud for Government, 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 deployed the Cloud Service combined with PSTN from a Cisco-approved service provider, the emergency response location for Your Authorized 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.

b. Emergency Response Disclaimer

YOUR EMERGENCY RESPONSE LOCATION FOR PURPOSES OF EMERGENCY CALLS IS LIMITED TO YOUR COMPANY ADDRESS. IT IS YOUR RESPONSIBILITY TO ADVISE YOUR AUTHORIZED USERS 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 INTERRUPTS YOUR NETWORK CONNECTIVITY, THE CLOUD SERVICE (INCLUDING EMERGENCY CALLS) WILL ALSO FAIL. CISCO WILL NOT BE LIABLE FOR ANY CLAIMS ARISING FROM FAILURE OF YOUR NETWORK CONNECTIVITY.

c. PSTN Disclaimer

When Cisco includes dial-in numbers (toll and/or toll-free) and call back features in connection with Webex Meetings offers, Cisco does not operate the underlying telecommunications facilities itself. Instead, Cisco obtains these capabilities from authorized operators at the wholesale level.

3.5. Cisco Webex Hybrid Services

Cisco Webex Hybrid Services allow You to connect Your existing on-premises infrastructure with the Webex cloud platform. If You choose to use Cisco Webex Hybrid Services, You will be required to download and install software applications on Your premises to enable integration with Cisco Webex (“**Hybrid Software**”). You will exercise exclusive control over the Hybrid Software in Your environment. You will maintain the Hybrid Software in a secured environment accessible only to Your authorized employees and agents. You will implement and 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 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 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 Service is available and unrestricted as set forth in Section 3.5 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 3.7.

4. Data Protection

Cisco’s data protection obligations are set forth in the Agreement. Additionally, applicable [Privacy Data Sheet](#) supplements 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.

Accounts for Personal Use

If You create an account to use to the Cloud Service for personal use, Your employer’s policies will not apply to the data that You share while using the Cloud Service. However, if You use Your employer-issued email address and Your employer later purchases the Cloud Service from Cisco, You will be required to update the email address associated with Your account to a personal email address. Cisco recommends that You use Your personal email address to access the Cloud Service for personal use. If You want to change Your email address, You can do so by following these [instructions](#). If You do nothing, Your account and Personal Data will be controlled by Your employer and Your use will be subject to Your employer’s policies.

5. Support & Maintenance

The Cloud Service and Software include basic online support and phone support. Support will be provided by Cisco, except for Webex Calling for SP, HCS, and Unified Communication Manager Cloud for Government in which case support will be provided by Your third-party service provider. When support is being provided by Cisco, 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.

Online Support allows access for support and troubleshooting via online tools, email and web case submission only. No telephone access is provided. Case severity or escalation guidelines are not applicable. Cisco will respond to a submitted case no later than the next business day during standard business hours.

Phone Support provides Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist by telephone, or web case submission and online tools with use and troubleshooting issues. Cisco will respond within one (1) hour for Severity 1 and 2 calls received. For Severity 3 and 4 calls, Cisco will respond no later than the next business day.

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 with Phone Support	24x7 via Phone & Web	Response within 1 hour	Response within next Business Day
Basic with Online Support	Web	Response to all cases within next Business Day during Standard Business Hours	

The following definitions apply to this Section 5:

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 Offer Description Supplement for Education End Users

Supplemental Terms and Conditions

In the main body of the Offer Description, the following paragraphs are inserted at the end of Section 3:

Education End Users

Cisco Collaboration Flex Plan for Education is intended for use by public or private institutions considered a school, college, university, or other education provider, under applicable law, regulation, or other government policy.

a. Obligations with Respect to Minor Children

As between You and Cisco:

You are solely responsible for providing notices to and obtaining appropriate consents from parents and guardians of Minor Children for the collection, use, and processing of Personal Information by You and Cisco in connection with the delivery of the Cloud Service;

You will provide such notices and obtain such consents before any collection, use, or other processing of Personal Information of Minor Children, and upon reasonable request will provide evidence of such notices and consents to Cisco in a timely manner; and

You will provide parents and guardians with the ability to request access, correction, deletion, or suppression of the Personal Information collected from Minor Children.

Exhibit B Offer Description Supplement: Cisco Collaboration Flex Plan for Public Sector

1. Supplemental License Model Terms

In the main body of the Offer Description, the first sentence of the second paragraph of Section 2.2 Active User is replaced with the following:

Your Order must reflect at least 250 Knowledge Workers and the greater of the following number of Active Users: (c) 40 Active Users; (d) 10% of Your Knowledge Workers; or (e) if You are migrating from an existing subscription, the number of Active Users on the Order associated with Your existing subscription.

2. Supplemental Terms and Conditions

In the main body of the Offer Description, the following paragraphs are inserted at the end of Section 3:

2.1 FedRAMP-Authorized Cloud Services

Both Webex Meetings FedRAMP-Authorized and Unified Communication Manager Cloud for Government, have been certified by the Federal Risk and Authorization Management Program ("FedRAMP"). Personal Data processed in connection with Your Use of these Cloud Services is stored in the United States and not subject to international data transfers. If you have access to federal information, it is Your responsibility to ensure that such information is restricted to a FedRAMP-authorized environment and not accessed in connection with the Cloud Services that are not FedRAMP-authorized.

2.2 Disclaimer of Cisco's Liability Related to PSTN Traffic

When connecting to the Cloud Service from locations outside the United States, Cisco strongly recommends that You and Your meeting participants use integrated VoIP. You acknowledge that calls placed over PSTN are unencrypted and subject to local laws. If You use a PSTN connection and suffer harm resulting from the lack of encryption, You are solely responsible and Cisco disclaims all liability for any such harm.

Exhibit C Offer Description Supplement for Webex Assist

Supplemental License Model Terms

In the main body of the Offer Description, the first sentence of the second paragraph of Section 1:

Cisco Webex Assist

Cisco Webex Assist Services provide services through an assigned Cisco resource to assist in the use of Cloud Services to conduct Webex meetings, trainings and events. Cisco Webex Assist Services include the following services: Event Assist or Lifecycle Assist. Customer's personnel must be available during the course of the Services. Each service is further described in the Order and the confirmed reservation. Reservations are required. Requests for reservations are not confirmed until Cisco Webex Assist sends a written confirmation. Additional charges apply to add-on services. In the event of cancellation of a confirmed reservation by customer, cancellation fees may apply. Your payment obligation is based on actual usage by Employees together with any applicable cancellation fees.