



## Offer Description – Product

# Cisco Webex Video Integration for Microsoft Teams

This Offer Description is part of the [General Terms](#) or similar terms existing between You and Cisco (e.g., the End User License Agreement) (the “**Agreement**”). Capitalized terms, unless defined in this document, have the meaning in the Agreement. Any references to the Supplemental End User License Agreement or SEULA mean Offer Description.

### 1. Summary

This Offer Description applies to the Microsoft Teams Video Integration (the “**Product**”), a video integration for Microsoft Teams provided to You as a Cloud Service. The Product allows You to connect your video endpoints (including Cisco Webex Rooms endpoints and third-party SIP endpoints) to Microsoft Teams meetings by using Microsoft’s Cloud Video Interop (“**CVI**”). For the avoidance of doubt, Microsoft provides the meetings provisioned through the Product and is responsible for all telecom regulatory requirements in the jurisdictions in which it supports the meetings.

### 2. Support and Other Services

Your purchase of the Product includes [Cisco Software Support Services](#).

### 3. Data Protection

**Privacy Data Sheet.** The [Cisco Webex Video Integration for Microsoft Teams Privacy Data Sheet](#) describes the Personal Data that Cisco collects and processes as part of offering the Product.

### 4. Special Terms

4.1 **Term.** The delivery date starts on the earlier of (a) thirty (30) days from the date Cisco notifies You that any portion of the Product is ready for You to start provisioning; or (b) the date any portion of the Product has been provisioned and lasts for the Use Term; (the “**Delivery Date**”).

4.2 **Geographic Terms and Restrictions.** In accordance with global telecommunications law and regulations, the Product is currently available in the same countries in which Webex Meetings Paid Subscriptions are available as listed here. If the Product is not available in a country, purchases will be restricted.

4.3 **License Models.** The Product is available under the following license models: (a) Active Endpoint (You are obligated to pay per Active Endpoint), or (b) all Customer Endpoints (You are obligated to pay for all Customer Endpoints).

#### (A) Active Endpoint License Model Terms

- (1) Your payment obligation and Your Use Rights in the Product are based on the number of Active Endpoints You purchase and the number of Active Endpoints You use to access the Product. An “**Active Endpoint**” is an eligible video endpoint that accesses the Product to join Your CVI-enabled Microsoft Teams meetings more than once in a rolling 30-day period during Your Use Term. Eligible video endpoints include Cisco Webex Rooms endpoints and non-Cisco SIP

endpoints, as well as any endpoint that may join Your CVI deployment from outside Your organization.

- (2) Your payment is based on a minimum quantity of Active Endpoints that may increase during the Use Term as Your use of the Product increases. Your initial total obligation is determined by the number Active Endpoints You include on Your initial Order.
- (3) Beginning on the Delivery Date, Cisco will measure Your usage by calculating the number of Active Endpoints in Your organization that access the Product. Cisco allows overage (“bursting”) in an amount up to 10% of the number of Active Endpoints in Your initial order. You will not be charged for such bursting unless and until it exceeds, on average per rolling 30-day period, 10% of the number of Active Endpoints in Your initial order in a given annual period, in which case You may owe incremental fees on a go-forward basis for such bursting based on Your actual use in excess of the bursting allowance, and Cisco may increase the number of Active Endpoints in your subscription accordingly, beginning in the next annual period and continuing for the remainder of the Use Term. The following examples illustrate the bursting allowance:

Example 1

- **Assume:** A customer orders 100 Active Endpoint licenses for 100 Active Endpoints. During a given 90-day period, customer uses 106 Active Endpoints during the first rolling 30-day period, 108 Active Endpoints during the second rolling 30-day period, and 110 Active Endpoints during the third rolling 30-day period.
- **Result:** Since the average bursting use during each rolling 30-day period is 108 Active Endpoints which is less than 10% of the number of Active Endpoints on the customer’s order, the customer will not incur any additional license fees.

Example 2

- **Assume:** A customer orders 100 Active Endpoint licenses for 100 Active Endpoints. During a given 90-day period, customer uses 100 Active Endpoints during the first rolling 30-day period, 125 Active Endpoints during the second rolling 30-day period, and 150 Active Endpoints during the third rolling 30-day period.
- **Result:** Since the average bursting use during each rolling 30-day period equals 125 Active Endpoints, which exceeds 10% of the number of Active Endpoints on the customer’s order, Cisco may increase the number of Active Endpoints in customer’s subscription to 125 Active Endpoints, and the Approved Source may invoice the customer for 125 Active Endpoint licenses beginning in the next 90-day period and continuing for the remainder of the customer’s Use Term.

- (4) Endpoints are only counted as Active Endpoints if joining CVI-enabled Microsoft Teams meetings more than once during a rolling 30-day period (thereby allowing occasional guests to join a customer’s meetings).

(B) All Customer Endpoints License Model Terms

- (1) Your payment obligation and Your Use Rights in the Product are based on the total number of Customer Endpoints in Your organizations. A **“Customer Endpoint”** is an eligible video endpoint that is operational and owned by You or Your Affiliate, where “owned” includes that it may be subject to a leasing, financing or outsourcing arrangement between You (or Your Affiliate) and a third party. Eligible video endpoints include Cisco endpoints and non-Cisco SIP endpoints that may access the Product. For clarity, an endpoint that joins Your CVI deployment from outside Your organization as a guest endpoint does not constitute a “Customer Endpoint.”
- (2) Your payment is based on the number of Customer Endpoints that are included in Your subscription. Your initial entitlement is determined by the number of Customer Endpoints You include on Your initial order. In the event that You deploy additional Customer Endpoints during the Use Term, within sixty (60) days of such deployment, You agree to increase the number of Customer Endpoints in Your subscription to match the total number of Customer Endpoints that

You have deployed. Cisco may also increase the number of Customer Endpoints in Your subscription in accordance with Section 5.4(C) below.

- (3) At each twelve-month anniversary of the Delivery Date, Your then-current number of Customer Endpoints will be determined by Cisco in its reasonable discretion based upon available usage reports showing the number of Customer Endpoints for the prior three months (e.g., the number of unique Customer Endpoints that are registered or access the Product). In the event that Your then-current number of Customer Endpoints exceeds the number of Customer Endpoints included in Your then-current subscription at the twelve-month anniversary, Your subscription will be increased to account for the number of Customer Endpoints in excess of Your then-current subscription.