



# Cisco Enterprise Agreement Program Terms for Collab Flex - End Users

These Cisco Enterprise Agreement Program Terms for Collab Flex - End Users (“**EA Program Terms**”) are Supplemental Terms to the General Terms and apply when You Order Cisco Offers through the Cisco Enterprise Agreement (the “**EA Program**”). Capitalized terms, unless defined in this document, have the meaning in the General Terms.

## 1. Program Overview

- 1.1 **EA Program.** The EA Program provides You access to certain Software, Cloud Services and Services offered as Suites and Add-Ons.
- 1.2 **Applicable Terms.** These EA Program Terms together with the Enrollment Description and End User Information Form (“**EUIF**”) govern the EA Program and supplement the End User Terms that govern Your Use of the Suites and Add-Ons purchased under the EA Program (“**Purchased Suites**”). These EA Program Terms must be signed and will be effective the earlier of (a) You placing Your initial EA Order with an Approved Source, or (b) the date of signature of these EA Program Terms.

## 2. Purchases and Adjustments

- 2.1 **Ordering.** All purchases under the EA Program will be made through Your Approved Source and all pricing will be provided by Your Approved Source. You may purchase Suites under the EA Program after Cisco has received the EUIF signed by Your authorized representative listing (a) Your Participating Affiliates and (b) the Purchased Suites. You can then place an Order for the Purchased Suites according to the process set forth in Your purchasing agreement with the Approved Source. Your first Order under the EA Program must meet the minimum requirements for the EA Program (“**Initial EA Order**”). You may purchase Suites or Add-ons after Your initial purchase in an Enrollment only through the Approved Source that sold the initial Suite within that Enrollment.
- 2.2 **Subsequent Purchases.** During the Suite Term, You may purchase an additional Cisco Collaboration Flex Plan Suite by placing an Order according to the process set forth in Your purchasing agreement with the Approved Source. Provided there is at least 12 months remaining in the EA Term, Suites and Add-Ons purchased after Your Initial EA Order will be governed by these EA Program Terms and, by default, co-terminate with the purchases in the Initial EA Order.
- 2.3 **Separate Purchases.** The following scenarios must be covered under a new EA Program purchase subject to Cisco’s then-current Enterprise Agreement Program Terms for End Users or through a separate license purchase: (i) Suites and Add-Ons purchased with less than 12 months remaining in the EA Term, or (ii) Suites and Add-Ons purchased after Your Initial EA Order which You choose not to co-terminate with the Initial EA Order.
- 2.4 **Services.** Basic Services are included in the price of the Purchased Suite and described in the applicable Enrollment Description and End User Terms. Higher levels of Services may be available for You to purchase as described in documentation provided to You at the time of purchase.



**2.5 Payment Obligations and Growth.** The Approved Source relies on the information You provide in the EUIF to establish the EA Commitment. During the Suite Term, Your EA Commitment may increase as a result of increases in Use or Your purchase of additional Suites or Add-Ons.

- (A) True Forward. “**True Forward**” is Cisco’s periodic review and prospective billing process for increases in Use above Your then-current Entitlement. Cisco performs a True Forward for the Purchased Suites on each annual anniversary of the True Forward Effective Date. The “**True Forward Effective Date**” is the date on which you first enroll in Program Terms with a True Forward provision. For Your first True Forward, on the last day of the 11th month in the first year of the Suite Term, if You have exceeded the initial Entitlement plus Growth Allowance, the Approved Source will charge You for the Use above the initial Entitlement plus Growth Allowance through the remainder of the Suite Term. For each subsequent True Forward, on the last day of the 11th month of each subsequent year of the Suite Term, the Approved Source will check for any Use above the previous year’s Entitlement plus Growth Allowance and charge for additional consumption on the True Forward anniversary date and through the remainder of the Suite Term.
- (B) Off-cycle True Forward
- (1) Initial Growth Cap. If Your Use of the Purchased Suite at any time during the first six months of the Suite Term exceeds 105% of Your initial Entitlement (“**Initial Growth Cap**”), then Cisco has the right to (1) issue to Your Approved Source(s) a True Forward invoice for all associated charges for such increased Use over the applicable Entitlement for the remainder of the Suite Term, after accounting for any applicable Growth Allowance; and (2) adjust Your Entitlement for that Suite or Add-On on a going-forward basis to the increased Use level.
  - (2) Deployed Knowledge Workers. If the peak number of Deployed Knowledge Workers exceeds five times (5x) Your then-current EA Entitlement plus Growth Allowance, the Entitlement is subject to an immediate reset and Your Approved Source will charge You for the Use above the Entitlement plus Growth Allowance through the remainder of the Suite Term.
- (C) True Forward Payment Calculations. Your True Forward payment obligation for each Purchased Suite will be calculated by comparing Your Use of Cisco Offers to Your Entitlement plus Growth Allowance for the previous year. Any payment owed to the Approved Source will be determined as follows and reflected in the True Forward order: the unit price less any applicable discount or incentives multiplied by the quantity by which You exceeded Your then-current Entitlement. The price used to calculate any True Forward fees will be established when You place the Order for each Purchased Suite.
- (D) Growth Allowance. During the Suite Term, You may Use up to 115% of Your Entitlement for Suites purchased under these Program Terms without incurring additional charges (“**Growth Allowance**”). At the time of Your next True Forward invoice, Your Approved Source will charge You for increased Use above Your initial Entitlement minus any specified Growth Allowance. If You exceed Your Entitlement but do not exceed the Growth Allowance, You will not incur any True Forward charges. Growth Allowance resets after each True Forward adjustment to Your Entitlement.



- 2.6 Price Predictability.** True Forward charges will be based on not-to-exceed pricing as provided to You by Your Approved Source. The pricing and discount terms for specific Suites and Add-Ons apply only to the Approved Source from whom You purchased such Suites and Add-Ons.
- 2.7 Responsibility for Affiliates.** Your payment obligation will be based on the EA Commitment by You and any Participating Affiliates. You remain responsible for all actions and omissions and payment of all charges incurred by You, any of Your Participating Affiliates, or any other Authorized Users. In addition, You will provide Your Approved Source with an updated list of Participating Affiliates to ensure compliance with the EA Program.

### 3. Term and Termination

**3.1 EA Term.** These EA Program Terms will remain in effect until expiration or termination of all the Suites and Add-Ons purchased in Your Initial EA Order (“EA Term”).

**3.2 Suite Term.** The Suite Term for each Purchased Suite will commence on the Suite Start Date and last for the period specified in the order with the Approved Source, unless terminated in accordance with section 3.3 below.

(A) Renewal. At the end of the Suite Term, the Purchased Suite will automatically renew (a “Renewal Suite Term”) unless: (a) You elect on the Order not to auto-renew; or (b) at least 45 days before the end of then-current Suite Term, You notify the Approved Source or Cisco of Your intention not to renew the Purchased Suite. If You notify only the Approved Source, the Approved Source must in turn notify Cisco within 30 Days of this intent. If the Growth Allowance has not been exceeded, the Purchased Suite will renew for the Knowledge Worker count as previously ordered. If the Growth Allowance has been exceeded, the Purchased Suite will renew the current plus incremental Deployed Knowledge Worker count for the remainder of the Suite Term.

(B) Notwithstanding the foregoing, the Approved Source will notify You of any fee changes reasonably in advance of the Renewal Suite Term. The new fees will apply for the upcoming Renewal Suite Term unless You notify the Approved Source that You do not accept the fee changes before the next Suite Start Date.

#### 3.3 Termination

(A) Either party may terminate these EA Program Terms or a Purchased Suite if the other party materially breaches the Applicable Terms and that party does not cure the breach within 30 days of written notice of the breach. If You materially breach the Applicable Terms (including for non-payment of undisputed fees to the Approved Source), Cisco may suspend Your access to the EA Program (including Use of specific Suites or Add-Ons, or resources such as the Cisco EA Tool) after providing You notice and an opportunity to cure as set forth in this section.

(B) Other than as provided in this section 3 and to the extent permitted by law, these EA Program Terms and any Orders accepted under these EA Program are non-cancellable and may not be terminated.

#### 3.4 Consequences of Termination or Expiration of a Suite Term

(A) Upon expiration of the Suite Term without a subsequent Renewal Suite Term or termination pursuant to Section 3.3(a), all rights to Use the affected Suites and Add-Ons, and the Cisco EA Tool and resources available as part of the Suites and Add-Ons, will terminate.



- (B) If You terminate for Cisco's uncured material breach of these EA Program Terms, Cisco will provide a refund to the Approved Source for the remaining pro rata portion of amounts prepaid to Cisco for the terminated Purchased Suites and attributable to the period after termination.
- (C) If Cisco terminates for Your uncured material breach, You will pay Your Approved Source all unpaid fees through the end of the then-current Suite Term for all Purchased Suites terminated.

#### 4. Delivery

- 4.1 Delivery.** Cisco will make electronically delivered Software available to You and Your Affiliates in the transaction country of record and You are responsible for distributing such Software across Your organization.

#### 5. Interpretation

- 5.1 Order of Precedence.** If there is a conflict between these EA Program Terms, EUIF, Enrollment Description, and the End User Terms, the order of precedence for any Purchased Suite is: the EUIF, the Enrollment Description, these EA Program Terms, and then the End User Terms.
- 5.2 Assignment & Transfer.** Neither these EA Program Terms, nor any right or obligation herein may be assigned or transferred by a party (including under Cisco's Software Transfer and Relicensing Policy) without the other party's prior written consent, which may not be unreasonably conditioned, withheld, or delayed. However, to continue providing You with the benefits of the EA Program, Cisco may assign or transfer its obligations (in whole or in part) upon written notice to You in the event of an acquisition of business assets to which these EA Program Terms relate. When validly assigned or transferred, these EA Program Terms will bind and inure to the benefit of the parties and their successors and assigns.
- 5.3 Entire Agreement.** These EA Program Terms together with the applicable Enrollment Descriptions, End User Terms, and EUIF constitute the entire agreement between the parties concerning the purchase of Cisco Technology and Services under the EA Program and supersede all prior oral or written communications between the parties.

#### 6. Definitions

Term	Meaning
<b>Add-On</b>	An optional Software, Cloud Services, and Services offering that is available as an additional add-on purchase to an underlying Suite.
<b>Applicable Terms</b>	The EA Program Terms, Enrollment Descriptions, EUIF and End User Terms, as described in Section 1.2.
<b>Cisco EA Tool</b>	The applicable platform, website, tool, or portal that Cisco makes available to You under the EA Program from time to time to enable You to: (i) view and manage Your Entitlement and Use of the Suites and Add-Ons; and (ii) access information about the EA Program.
<b>EA Commitment</b>	The initial Entitlement under Your Initial EA Order, (ii) additional Entitlements associated with subsequent purchases of Suites and Add-Ons, and (iii) increases in Use.



Term	Meaning
<b>End User Terms</b>	As specified in the Enrollment Descriptions: (i) For Cisco Software and Cloud Services, the <a href="#">General Terms</a> (including applicable Offer Descriptions), or equivalent written agreement between You and Cisco for accessing and using Software and Cloud Services; and (ii) For Services, the <a href="#">Software Support Service</a> and/or <a href="#">Solution Support</a> as applicable
<b>Enrollment</b>	A standardized grouping of Suites and optional Add-Ons.
<b>Enrollment Description</b>	The description of EA Program features applicable to the Software, Cloud Services and Services in an Enrollment.
<b>Entitlement</b>	The type, duration, and quantity of Suites and Add-Ons that You have committed to acquire, as adjusted (e.g., as a result of a True Forward).
<b>EUIF</b>	The End User Information Form for the Purchased Suite.
<b>Meter</b>	The unit of measurement for Use of the Suites and Add-Ons. The applicable Meters are set forth in the Enrollment Descriptions.
<b>Participating Affiliates</b>	Your Affiliates who are included on the EUIF.
<b>Services</b>	Maintenance, technical assistance, or other support for the Software and Cloud Services in a Purchased Suite.
<b>Suite</b>	A defined combination of Software, Cloud Services, and Services made available under the EA Program.
<b>Suite Start Date</b>	With respect to each Purchased Suite, the earliest date any Software, Cloud Services and Services in the Purchased Suite is available for Your Use.
<b>Use</b>	To download, install, activate, provision, enable, or otherwise access or have available Suites and Add-Ons under the EA Program.
<b>You or Your</b>	The individual or legal entity purchasing the Software, Cloud Services, and Services under the EA Program, as identified in the EUIF.



## End User Information Form For End Users of the Cisco Flex Plans

To purchase the Cisco Collaboration Flex Plan Enrollment or Cisco Spark Flex Plan under the Enterprise Agreement (“EA”) an authorized representative of the End User must complete this form in its entirety and sign it. Your signature is required on this form prior to receiving access to the EA Program.

This form will be used ensure that You understand the terms of use that apply to EA. You will then be required to place an Order for the Purchased Suite(s) according to the process set forth in Your purchasing agreement with the Approved Source.

### End User Overview

End User Information	
<b>Full Legal Name of the End User Organization (e.g., company, government entity)</b>	
<b>Address of End User’s principal place of business</b>	

Participating Affiliates
Cisco requires any Participating Affiliate(s) for which You are purchasing coverage to be included in this End User Information Form. Cisco relies on this list to define the scope of the agreement, ensure accurate pricing, as well as effective provisioning and support.
<b>Participating Affiliate(s)</b>
<input type="checkbox"/> None <input type="checkbox"/> Only listed Participating Affiliates (to be recorded immediately below)
<b>Participating Affiliates</b>



## Cisco Collaboration Flex Plan Enrollment

### Your Suite(s) purchased under the Flex Plan

You will have access to the Software and/or Services in the Suite(s) you purchase, as identified in any Orders You place through Your Approved Source. Any additional purchases can be made by placing an Order for the Purchased Suites according to the process set forth in Your purchasing agreement with the Approved Source.

- Cisco Collaboration Webex Suite Enterprise Agreement
- Cisco Collaboration Webex Suite Essentials Enterprise Agreement
- Cisco Collaboration Webex Customer Experience Essentials Enterprise Agreement
- Cisco Collaboration Flex Plan Meetings Enterprise Agreement
- Cisco Collaboration Flex Plan Calling Enterprise Agreement
- Cisco Collaboration Flex Plan for Education Meetings Enterprise Agreement
- Cisco Collaboration Flex Plan for Education Calling Enterprise Agreement
- Cisco Collaboration Flex Plan Enterprise Agreement for Public Sector
- Cisco Collaboration Webex for Government Webex Suite Enterprise Agreement
- Cisco Collaboration Webex for Government Webex Suite Essentials Enterprise Agreement
- Cisco Collaboration Webex for Government Webex Customer Experience Essentials Enterprise Agreement
- Cisco Collaboration Flex Plan Enterprise Agreement - Webex for Government
- Cisco Collaboration Enterprise Agreement Webex for Defense

### End User Acceptance

THE UNDERSIGNED REPRESENTS THAT THEY ARE AUTHORIZED TO SIGN THIS FORM ON THE END USER'S BEHALF AND THAT THE INFORMATION PROVIDED IS ACCURATE AS OF THE DATE OF SIGNATURE. THE UNDERSIGNED UNDERSTANDS THAT THE TERMS AND CONDITIONS ABOVE WILL APPLY IF AN ORDER IS PLACED.

### End User Organization

<b>Full Legal Name of the End User Organization (e.g., company, government entity) You Represent</b>	
<b>Last Name, First Name</b>	
<b>Title</b>	
<b>Date</b>	
<b>End User Authorized Representative Signature</b>	



## Cisco Collaboration Flex Plan Enrollment Description & Supplemental EA Program Terms

This Enrollment Description lists the available Suites under the Cisco Collaboration Flex Plan and additional terms and conditions that apply to the Cisco Collaboration Flex Plan Enrollment. You may purchase any or all of the Suites listed below, and for any particular Suite You purchase, You may select any or all of the available licenses listed. Purchasing a particular Suite does not give You access to licenses in another Suite.

Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Webex Suite</b>	Webex Meetings	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker
	Webex App	Cloud Service		
	Webex Calling; or Webex Calling Dedicated Instance	Cloud Service		
	Cisco Unified Communications Manager On-Premises Calling	Software		
	Webex Webinars	Cloud Service		
	Webex Events (formerly "Socio")	Cloud Service	Cisco Webex Events OD; General Terms	

Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Webex Suite Essentials</b>	Webex Meetings	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker
	Webex App	Cloud Service		
	Webex Calling; or Webex Calling Dedicated Instance	Cloud Service		

Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Webex Customer Experience Essentials</b>	Webex Customer Experience Essentials	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker





Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Flex Plan Meetings Enterprise Agreement</b>	Cisco Meeting Server	Software	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker
	Webex Meetings	Cloud Service		
	Webex App	Cloud Service		

Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Flex Plan Calling Enterprise Agreement</b>	Webex App	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker
	Webex Calling or Webex Calling Dedicated Instance	Cloud Service		
	Webex Customer Experience Essentials	Cloud Service		
	UCM Cloud Calling	Cloud Service		
	Cisco Unified Partner Hosted Communications Manager Calling	Software		
	Cisco Unified Communications Manager On-Premises Calling	Software		

Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Flex Plan for Education Meetings Enterprise Agreement</b>	Cisco Meeting Server	Software	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker; Student
	Webex Meetings	Cloud Service		
	Webex App	Cloud Service		

Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Flex Plan for Education Calling Enterprise Agreement</b>	Webex Calling	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker
	Cisco Unified Communications Manager On-Premises Calling	Software		



Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Flex Plan Enterprise Agreement for Public Sector</b>	Webex Meetings - Webex for Government	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker
	Cisco Unified Communications Manager Cloud for Government Calling	Cloud Service		

Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Flex Plan Enterprise Agreement - Webex for Government</b>	Webex Meetings - Webex for Government	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker
	Webex Calling - Webex for Government	Cloud Service		
	Cisco Unified Communications Manager Cloud for Government Calling	Cloud Service		
	Cisco Unified Communications Manager On-Premises Calling	Software		
	Webex App - Webex for Government	Cloud Service		
	Webex Webinars - Webex for Government	Cloud Service		

Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Webex for Government Webex Suite Enterprise Agreement</b>	Webex Meetings - Webex for Government	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker
	Webex Calling - Webex for Government	Cloud Service		
	Webex App - Webex for Government	Cloud Service		
	Cisco Unified Communications Manager Cloud for Government	Cloud Service		
	Cisco Unified Communications Manager On-Premises Calling	Software		
	Webex Webinars - Webex for Government	Cloud Service		



Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Webex for Government Webex Suite Essentials Enterprise Agreement</b>	Webex Meetings - Webex for Government	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker
	Webex Calling - Webex for Government	Cloud Service		
	Webex App - Webex for Government	Cloud Service		

Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Webex for Government Webex Customer Experience Essentials Enterprise Agreement</b>	Webex for Government- Webex Customer Experience Essentials	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker

Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Enterprise Agreement Webex for Defense</b>	Cisco Meeting Server	Cloud Service	Cisco Collaboration Webex for Defense OD; General Terms	Deployed Knowledge Worker
	Cisco IL5 Hosted Unified Communications Manager HCS-D	Cloud Service		



# Supplemental Terms and Conditions for Collaboration Flex Plan Enrollment

## Applicable Meters

The Meter for the Cisco Collaboration Flex Plan Enrollment is the number of Deployed Knowledge Workers. Your Orders through an Approved Source must reflect accurate Knowledge Worker counts for You and Your Participating Affiliates. Knowledge Worker count additions can be made through subsequent Orders.

**“Deployed Knowledge Worker”** means a Knowledge Worker who has a profile configured within the Software or Cloud Service provisioning platform and associates that profile with a license as specified in the Offer Description i.e., the applicable desk phone, Jabber client, Webex App, mobile phone, video device, or personal computing device. You must assign each Knowledge Worker a cloud, on-premises, or hosted account to be treated as a single Deployed Knowledge Worker. A Knowledge Worker who is assigned more than one configuration (cloud, on-premises, or hosted) will be counted as multiple Deployed Knowledge Workers. Changing a Knowledge Worker’s configuration to a new deployment model may result in an increased price, with any applicable fees being assessed at the time the new account is configured or subject to a True Forward as specified below.

**“Knowledge Worker”** means an employee or contractor who utilizes devices capable of running the Software, Cloud Services, or related browser plug-ins as part of their job duties.

**“Student”** means an individual who is currently enrolled or registered at Your institution for academic study on a full- or part-time basis. Employees, contractors, alumni, former students, prospective students, and students on an extended leave or indefinite absence are not considered Students. You will be required to provide a Student count when you place an Order through an Approved Source.

## Included Entitlements & Option for Add-On Purchases

Some entitlements (e.g., Common Area, Device Registration, Webex Events) may be included in Your Enterprise Agreement at fixed quantities as either recurring or one-time allotments. Details of these included entitlements can be found in the respective data sheets. If additional quantities are needed for those entitlements, purchase is required. The respective data sheets also describe optional add-on features and benefits that are not necessarily included in a particular entitlement but may be purchased separately (e.g., Speechview, Real-Time Translation).

## Downturn

After the first 12 months of the Suite Term, upon proof of a Downturn event, You can reduce Your Knowledge Worker quantity by up to 20% of Your then-current Entitlement, if such reduction is: a) attributed to such Downturn; and, b) does not cause Your Knowledge Worker quantity to fall below the 250 minimum requirement. To initiate a Downturn reduction, You must provide Your Approved Source with notice 60 days prior to the reduction. **“Downturn”** is defined as an event such as a corporate divestiture, merger, acquisition, or significant restructuring or reorganization of Your business that causes a reduction of Your Knowledge Workers by 20% or more.



You may only request a Downturn Knowledge Worker reduction once during the Suite Term and You may be required to provide a revised order at that time. No refunds or credits will be provided for any services that have been delivered and/or invoiced. Downturn only applies to the Suites listed in Table 1 below.

If Your Subscription contains any Suites other than those set forth in Table 1, the entire Subscription is excluded from Downturn eligibility.

<b>Table 1</b>
Cisco Collaboration Webex Suite (Cloud)
Cisco Collaboration Webex Suite Essentials
Cisco Collaboration Webex Customer Experience Essentials
Cisco Collaboration Webex for Government Webex Suite Essentials
Cisco Collaboration Webex for Government Webex Suite (Cloud)
Cisco Collaboration Webex for Government Webex Customer Experience Essentials

## Support Services

The basic Support Services are set forth in the applicable Offer Description. Higher level of support is also available at an additional cost.