Offer Description – Product
Cisco Webex Meetings Server Software

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 is for the Webex Meetings Server Software (the "Product"). The Product is a software-based enterprise conferencing platform, which is provided to You as an on-premises solution.

The Product integrates audio, video and web conferencing in a single, on-premises platform. For more information, please see the Documentation available at https://www.cisco.com/en/US/docs/collaboration/CWMS/2_0/Documentation_Roadmap.html.

2. Support and Other Services

Your purchase of the Product does not include support, but You can purchase support separately.

3. Data Protection

Please see The Trust Center for information on how Cisco uses and protects Personal Data, Systems Information and Customer Content collected and processed by Cisco through use of Cisco products and services.

4. Special Terms

4.1 License Restrictions

(A) <u>License.</u> The server component of the Product may be installed only on Cisco hardware that is: (1) operated by Customer, or (2) operated by Customer's Authorized User. Customer may copy and distribute the client component of the Product to Authorized Users solely and exclusively in connection with allowing them to attend meetings hosted by Customer using the Product.

(B) <u>User Licenses.</u> "**Employees**" are the full and part-time employees or Authorized Users 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.

A "**User**" is a Customer Employee assigned an account by Customer to use the Product to host meetings. A User may host an unlimited number of meetings ("Meeting(s)") using the Product; 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 servers and the Product licensed by Customer.

(C) <u>Limited User Licenses</u>. Customer understands and agrees that the Product will perform internal checks to compare the number of Users using the Product with the number of Users licensed by Customer, and if it repeatedly finds more Users than authorized, the Product may disable itself until such time as Customer purchases additional User licenses.

4.2 **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 Product. Under no circumstances will Cisco be liable to Customer for any loss or damages: (a) arising from any Content, or Content related errors or omissions; or (b) incurred as a result of the use of, access to, or denial of access to the Content.

4.3 Customer agrees that it will not use the Product 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 Product 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 all third-party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Customer's violation of this Section 4.3.

4.4 The Product 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 Product, 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 Product in Customer's jurisdiction. Cisco may modify or not make available the Product and/or certain Product features to comply with applicable laws and regulations. Customer certifies that Customer and any third parties Customer invites will not use the Product 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.

4.5 **Third Party Database Products.** The Product 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 Product. Customer shall not access the Third-Party Database Products directly or through other database tools, but rather only through the Product. 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.

4.6 **Oracle Java SE Terms and conditions**

(A) <u>Trademarks and Logos</u>. This Offer Description 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: (1) comply with the Java Trademark Guidelines at http://www.oracle.com/us/legal/third-party-trademarks/index.html; (2) not do anything harmful to or inconsistent with Oracle's rights in the Java Marks; and (3) assist Oracle in protecting those rights, including assigning to Oracle any rights acquired by Customer in any Java Mark.

(B) <u>Third Party Code</u>. Additional copyright notices and license terms applicable to portions of the Oracle Java SE software are set forth in the THIRDPARTYLICENSEREADME.txt file.

(C) <u>Commercial Features</u>. 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.

(D) <u>Limited Use</u>. This Offer Description does not authorize use of the Oracle Java SE software except with the Product. In addition, this Offer Description does not authorize any reconfiguration of the Oracle Java SE software.

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