



Offer Description : Cisco Webex

This Offer Description (the "Offer Description") describes Cisco Webex (the "Cloud Service"). 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.

Table of Contents

1. Offer Description	1	5. Support	4
1.1. Cisco Webex	1	Exhibit A Offer Description Supplement for Education End Users	6
1.2. Education End Users	1	1. Supplemental License Model Terms	6
1.3. Cisco Webex Meetings FedRAMP.....	2	2. Supplemental Terms and Conditions.....	6
1.4. Cisco Webex Assist	2	Exhibit B Offer Description Supplement for Webex Meetings FedRAMP	7
2. License Model Terms.....	2	1. Supplemental License Model Terms	7
2.1. Named User	2	1.1. Active User	7
2.2. Active User	2	1.2. Employee Count	7
2.3. Employee Count	2	2. Supplemental Terms and Conditions.....	7
2.4. Ports.....	3	2.1. U.S. Government Customers	7
3. Supplemental Terms and Conditions.....	3	2.2. Disclaimer of Cisco's Liability Related to PSTN Traffic	7
3.1. Term	3	Exhibit C Offer Description Supplement for Webex Assist.....	8
3.2. Restrictions on Use by Minor Children	3	Supplemental Offer Description	8
3.3. Geographic Terms and Restrictions.....	3		
3.4. PSTN Disclaimer.....	3		
3.5. Cisco Webex Hybrid Services	3		
4. Data Protection	4		

1. Offer Description

1.1. Cisco Webex

A Cisco Webex subscription includes the following Cloud Services: Webex Meetings, Webex Teams, and Webex Messenger. The Cloud Services 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), employee count (customer is obligated to pay for enterprise-wide use), or ports (customer is obligated to pay per shared account). Each license model is further described in Section 2 of this Offer Description and reflected on the Order You place with Your Approved Source.

1.2. Education End Users

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

1.3. Cisco Webex Meetings FedRAMP

Cisco offers a Federal Risk and Authorization Management Program-authorized version of Webex Meetings ("**Webex Meetings FedRAMP**"), 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 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. 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

Your payment obligation is based on the number of Employees that access the Cloud Services and that host at least one Meeting ("**Active Users**"). "**Employees**" means all of Your employees plus any of Your contractors who meet the following criteria: (a) they work on Your behalf; (b) their work is under Your control or supervision pursuant to a consulting, staffing, or other similar written contract; and (c) they have access to Your systems or networks in the ordinary course of providing their services to You. Your Employee count also includes the employees of any affiliate that is included on Your Order. A "**Meeting**" is a meeting initiated: (d) in Webex Meetings or Webex Teams; or (e) by phone using a Webex personal conferencing number regardless of whether Webex Meetings or Webex Teams is launched. An unscheduled meeting launched from a Webex Teams one-on-one space will not count as a Meeting.

Your Order must reflect the greater of the following number of Active Users: (f) 75 Active Users; (g) 15% of Your Employees; or (h) if You are migrating from an existing subscription, the number of Active Users on the Order associated with Your existing subscription. After Your initial subscription year, Your minimum payment obligation will be the greater of the following number of Active Users: (i) 75 Active Users; (j) 15% of Your Employees; or Your Average Active Users. "**Average Active Users**" means the average number of Active Users per month in months nine (9), ten (10), and eleven (11) of Your previous subscription year.

2.3. Employee Count

Under the employee count license model, You must purchase a subscription for enterprise-wide use by all of Your Employees. "**Employees**" means all of Your employees plus any of Your contractors who meet the following criteria: (a) they work on Your behalf; (b) their work is under Your control or supervision pursuant to a consulting, staffing, or other similar written contract; and (c) they have access to Your systems or networks in the ordinary course of providing their services to You. Your Employee count also includes the employees of any affiliate that is included on Your Order.

Your Order must reflect the greater of the following: (d) Your enterprise-wide Employee count or (e) 100 Employees.

You may access the Cloud Services by up to 120% of the Employees identified on Your Order ("**Growth Allowance**") without incurring additional fees. If, at any time, Your provisioned Employees exceeds Your Growth Allowance, You will be obligated to pay for such excess Employees. An "**Extraordinary Event**" is a one-time event, such as a merger or acquisition, that results in an increase in Your Employees in excess of Your Growth Allowance. If an Extraordinary Event occurs, You will be obligated to modify Your Order to reflect the higher Employee count after the Extraordinary Event.

2.4. Ports

Your payment obligation and right to use the Cloud Services is based on the number of shared accounts or "**Ports**" on Your Order. An unlimited number of Your employees can host meetings using Your Ports, provided that the number of meeting participants does not exceed the number of Ports on Your Order. If, at any time, Your meeting participants exceeds Your Ports, You will be obligated to pay a fee for such excess use ("**Overage**"). If required, Your Approved Source will generate a bill for the number of meeting participants in excess of the Ports on Your Order.

3. Supplemental Terms and Conditions

3.1. Term

The initial term starts on the earlier of (a) 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) 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](#).

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 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 3.4 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 3.5.

4. Data Protection

Cisco's data protection obligations are set forth in the Agreement. Additionally, the Webex Teams and Webex Meetings [Privacy Data Sheets](#) supplement 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

The Cloud Service includes basic online support and phone support. 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.

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
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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 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 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 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. 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

1. Supplemental License Model Terms

In the main body of the Offer Description, the following paragraph is inserted at the end of Section 2.2 Active User and Section 2.3 Employee Count:

Students may access the Cloud Services at no additional charge. “**Students**” means the full or part-time students currently enrolled at Education end user’s institution. Alumni, former students, prospective students, and students on a leave of absence will not be considered Students.

2. 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 Webex 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 (“Education End Users”).

a. Obligations with Respect to Minor Children

As between Cisco and Education End User:

Education End User is 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 Education End User and Cisco in connection with the delivery of the Cloud Service;

Education End User 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

Education End User 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 for Webex Meetings FedRAMP

1. Supplemental License Model Terms

1.1. Active User

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

Your Order must reflect the greater of the following number of Active Users: (f) 40 Active Users; (g) 10% of Your Employees; or (h) if You are migrating from an existing subscription, the number of Active Users on the Order associated with Your existing subscription. After Your initial subscription year, Your minimum payment obligation will be the greater of the following number of Active Users: (i) 40 Active Users; (j) 10% of Your Employees; or Your Average Active Users. **Average Active Users** means the average number of Active Users per month in months nine (9), ten (10), and eleven (11) of Your previous subscription year.

1.2. Employee Count

In the main body of the Offer Description, the second paragraph of Section 2.3 Employee Count is replaced with the following:

Your Order must reflect the greater of the following: (d) Your enterprise-wide Employee count or (e) 250 Employees.

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. U.S. Government Customers

Cisco Webex Meetings FedRAMP is intended for use by United States government entities and contractors, including federal, state, and local government agencies and public educational institutions.

2.2. Disclaimer of Cisco's Liability Related to PSTN Traffic

When connecting to Webex Audio 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 Offer Description

In the main body of the Offer Description, the following paragraph is inserted at the end 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.