



Offer Description: Cisco WebEx Named User Software as a Service (SaaS) Subscription

This document sets out the features and functionalities of the Named User SaaS Subscription Service (the “**Service**”) that Cisco Systems, Inc. (“**Cisco**”) and its affiliate (“**Cisco WebEx**”) will provide to the applicable customer (“**Customer**” or “**you**”), for which Cisco has been paid, and continues to be paid, the appropriate fee.

The Cisco Universal Cloud Agreement (or similar terms existing between you and Cisco) (“UCA”) and the additional terms herein govern Your use of the Cloud Service, as defined in the UCA. Capitalized terms used in this Offer Description but not defined will have the meanings assigned to them in the UCA. To the extent that there is a conflict between the terms and conditions of the UCA and this Offer Description, the terms and conditions of this Offer Description will take precedence. A current copy of the UCA is located at: <http://www.cisco.com/c/en/us/about/legal/cloud-and-software.html>.

If you are purchasing services directly from Cisco, this Offer Description and the UCA are both incorporated into your agreement with Cisco.

If you’re buying through a reseller, you accept the terms of the UCA by using the Service, unless the UCA is otherwise incorporated into your arrangement with the reseller. All non-conflicting and additional terms and conditions in your purchase agreement with reseller remain applicable to this purchase, as between you and your reseller. However, your use of the Service (independent of the purchase terms) is governed by the UCA and the UCA takes precedence in regards to your specific use of the Service.

Related Documents: The following documents posted at www.cisco.com/go/servicedescriptions/ should be read in conjunction with this Offer Description and are incorporated into this Offer Description by this reference: (1) Glossary of Terms (to the extent those terms are not otherwise defined in this Offer Description or the agreement under which you purchase services), and (2) List of Services Not Covered.

The Following Cisco WebEx Services are offered as a Named User Subscription:

- **Web Conferencing**

- [Cisco WebEx Enterprise Edition](#) (Capacity 200, 1000)
- [Cisco WebEx Meeting Center](#) (Capacity 25, 200)
- [Cisco WebEx Online Extension](#) (Capacity 8, 25, 100)
- [Cisco WebEx Event Center](#) (Capacity 100, 500, 1000, 3000)
- [Cisco WebEx Training Center](#) (Capacity 30, 200)
- [Cisco WebEx Support Center](#) (Capacity 5)

- **Instant Messaging**

- [Cisco WebEx Messenger](#)

Cisco WebEx provides 24X7X365 technical support in English to our customers and their attendees. In addition, Cisco WebEx provides limited support in other languages via our global support solution. We can be contacted by phone or online via <http://support.webex.com>. Support is available for the duration of your Subscription. Additional Information on Support Services for WebEx Subscribers may be found at <http://support.webex.com/support/support-overview.html>.

Cisco WebEx Named User Subscription Details

1. **Named User** is the subscription business model ("Subscription") under which you are buying the Cisco WebEx Services. Named User is suitable for your company if you wish to provide the Cisco WebEx Services for some, but not all, of the Employees in your company. Unlike some other Cisco WebEx Service offerings, a Named User subscription does not require you to purchase a Named User account for each and every Employee.

a. Commercial Terms

- i. The company or individual purchasing the Service is called the “Subscriber”. You are the Subscriber.
- ii. “Employees” are the full and part-time employees or third-party contractors of Subscriber and its subsidiaries. Employees do not include Subscriber’s parent company.
- iii. Employees may include third-party contractors, only if (a) all third-party contractors are counted as an Employee when determining the subscription quantity, (b) Subscriber allows the third-party contractor to use the Services only for the benefit of Subscriber, (c) Subscriber does not charge the third-party contractor for the use of the Services, (d) Subscriber is responsible for all fees incurred by such third-party contractor; and (e) Subscriber shall take full liability for the actions of a third-party contractor, and/or third-party contractor’s misuse of the Services.

b. Named Host Rules of Use

- i. A “Named User” is an Employee assigned an account by Subscriber to use the selected Cisco WebEx Service. Named Host accounts are individualized and may not be shared or used by anyone other than the one Employee to whom the Named Host account is assigned. The identification of Named Hosts must be unique to an individual and may not be of a generic nature.
- ii. A Named Host may host an unlimited number of meetings using the Service; provided that a Named Host may only host one (1) meeting at any point in time. That is, Named Users may not host multiple meetings simultaneously.
- iii. Only Employees with Named User accounts may host meetings. The maximum number of participants in each meeting is determined by what is referred to as the “Capacity.” (See Capacity Count for Cisco WebEx Meeting Center Based Products, below.)
- iv. Subscriber shall identify those Employees assigned to Named Host accounts on the “Managed Hosts” list (the “List”). The List will be maintained by the Subscriber’s Site Administrator, who will update the List so that it is current at all times. A Named Host account may not be transferred to another Employee except upon (a) termination of the Named Host’s employment with Subscriber, or (b) in all other instances, Cisco’s prior written approval.

Subscription Term and Subscription Period. The Subscription Term is the length of your Subscription. The Subscription Term may be one (1), two (2), three (3) or five (5) years. Each consecutive twelve (12) month period in a Subscription Term is a Subscription Period. At the end of Subscription Period for the duration of the Subscription Term (should it be greater than one (1) year).

Minimum Purchase Requirement

- 2. Under the Named User Subscription model you must purchase a minimum quantity of Named Users. For Cisco WebEx Meeting Center, the minimum Named User order quantity for Meeting Center (Capacity 25) is one (1) Named User. For Cisco WebEx Enterprise Edition, the minimum Named User order quantity for Enterprise Edition (Capacity 200) is twenty-five (25) Named Users.

Capacity Count for Cisco WebEx Meeting Center Based Products

- 3. For meeting-based products, there is a limit on the number of meeting participants that may attend each meeting. That limit is referred to as the meeting “Capacity.”
 - a. The number of meeting participants that may attend each Cisco WebEx meeting depends on the Capacity of the Cisco WebEx Services you are buying. For example,
 - i. For each Cisco WebEx Meeting Center (Capacity 25) meeting hosted by a Named User, no more than 25 meeting participants may attend. That is, the one (1) Named User host and 24 meeting participants.
 - ii. For each Cisco WebEx Enterprise Edition (Capacity 200) meeting hosted by a Named User, no more than 200 participants may attend. That is, the one (1) Named User host and 24 meeting participants.

b. If the number of participants attending a meeting exceeds the meeting capacity, you will be charged a "Capacity Overage" fee. The Capacity Overage is based on the difference between the peak number of attendees that attended a meeting concurrently and purchased meeting capacity. The Capacity Overage fee will be invoiced based on capacity overage, on a per meeting basis. That is, Capacity Overage fee will be charged for any attendee as part of attendee overage and for any meeting where capacity overage occurred. Any Capacity Overage fees incurred will be billed monthly in arrears.

c. Capacity Overage is a default setting. You may disable the Capacity Overage option. However, if Capacity is reached and the Capacity Overage option has been disabled, additional meeting invitees will be precluded from joining.

CMR Cloud – Included with Purchase

1. Description.

a. Cisco CMR Cloud is a cloud-based video conferencing service which couples a WebEx Personal Room with the cloud-based WebEx Video Bridge into one meeting experience. The Service is accessible from any standards-based video device. CMR Cloud is included Named User purchase. Only CMR Named Users may use CMR Cloud.

b. From the WebEx Video Bridge, CMR Cloud can support up to 25 CMR Named Users with standards based video endpoints and up to 500 video enabled Cisco WebEx Meeting Center CMR Named Users in a single meeting. CMR Named User can join from Cisco TelePresence® endpoints, third-party standards-based video endpoints and UC clients, soft clients such as Cisco Jabber®, and Cisco WebEx enabled mobile or desktop web clients.

c. Cisco does not provide technical support for third party endpoints and on-premises video deployments. The Subscriber is responsible for video endpoint setup and the ability to successfully make video calls over the Internet.

2. **CMR Named User.** A CMR Cloud Named User ("CMR Active User") is a Named User (subject to all Named User qualifications) who has, within the last thirty (30) days, hosted one or more CMR Cloud-enabled Meeting Center or Enterprise Edition meetings which included a Video Device. A Video Device is a non-native WebEx client, such as the TelePresence® system, Jabber client, Lync client, or a third party video system. Native WebEx clients such as the WebEx mobile client and PC client are not considered a Video Device.

Access Volume. Volume of access (the number of available CMR Cloud seats) is based on a 1:1 ratio against the committed data service purchase. For each Named User account purchased, Subscriber will be provided CMR Cloud capabilities in conjunction with Named User accounts.

3. Deployment Support for CMR Cloud

i. Cisco WebEx Technical Support does not provide Subscriber assistance when establishing the initial CMR Cloud configuration and connectivity to WebEx. Technical assistance will be available to Subscriber only upon equipment deployment and the successful completion of at least one (1) Meeting.

ii. Subscribers who use video control equipment or video endpoints not manufactured by Cisco will need to contact their equipment vendor or manufacturer to receive technical support for any issues relating to Subscriber's third party video or video control equipment.

Spark – Included with Purchase

4. Spark Offers

a. **Spark Message** is a secure online space for teams to create unlimited rooms where users can message, share content and meet face-to-face. The Service is accessible from any device. Spark Message is available with the purchase of Cisco WebEx Messenger. Spark Message is not sold as a standalone offer. Subscriber will receive included Spark Message Storage with purchase. Each Named User will be provided 5GB of Spark Message Storage, included with the Cisco WebEx package purchased.

b. Spark Message Offering (the cost-based Spark Message offer) includes all features in Spark Message Free, **plus**:

- Room moderation and compliance exports
- Incremental storage capacity
- Single sign-on (SSO)
- Directory integration
- User Management
- Live Support
- Analytics

c. Spark Message Overage Storage is storage used in excess of the “Spark Message Included Storage”. The Spark Message Overage Storage option is automatically enabled at the time of configuration and cannot be disabled or removed. If the Subscriber’s Storage usage exceeds the allotted Spark Message Included Storage the Subscriber will be charged the Spark Message Overage Storage fee monthly in arrears in the next billing cycle.

d. Spark Meet Offering (the cost-based Spark Meet offer) includes all features in Spark Meet Free, **plus**:

- Meetings in rooms will accommodate up to 25 Participants
- Available with WebEx Meeting Center or WebEx Enterprise Edition (based on package purchased)

e. As with all Additional Features, Spark Meeting is not offered on a stand-alone basis, and will co-terminate with Subscriber’s underlying subscription.

Additional Features Available with Cisco WebEx Named User SaaS Subscription Services

The below listed additional features (“Additional Features”) are enabled upon request, but are, in all cases, coterminous with existing Web Conferencing Services. That is, these Additional Features are only available with the purchase of Web Conferencing Services. Additional Features are not available on a stand-alone basis. Some Additional Features are billed on a per use basis. Others are available as a subscription purchase. Because these features are optional and ancillary to the core Service, there will be an additional fee or cost.

The termination date of the Web Conferencing Service will constitute termination of any Additional Feature subscription or use, as applicable, irrespective of any remaining time on the Additional Feature Subscription.

Voice over Internet Protocol

5. VoIP

a. Description. Integrated VoIP (Voice over Internet Protocol) is an audio feature that sends audio from a meeting over the Internet, instead of a telephone connection. It is woven into the meeting experience, with hosts being able to mute and un-mute attendees, pass the microphones, and start and stop VoIP. If you have speakers or headphones attached to your computer, a computer microphone, and a duplex sound card, you can choose Integrated VoIP instead of traditional telephone-based teleconferencing. VoIP is best used when:

- There will be a large number of attendees (up to 500).
- The meeting does not require much attendee participation. For example, a presentation of material, rather than a discussion.
- Attendees do not have access to a toll-free dial-in number.

b. The VoIP Offering

- Subscriber is entitled to an unlimited number of VoIP minutes per month per VoIP license purchased.
- Up to 500 attendees may have access to VoIP in a single meeting.
- VoIP supports up to 7 active microphones, each microphone, may be passed to any attendee requiring speaking privileges.
- VoIP is not available in all countries. Regulatory issues in certain markets may limit or restrict use of VoIP. See Section 11 (Country Coverage) for details and contact your sales representative for further information. If the Service is ordered but is limited or restricted in the end-customer’s market, VoIP will not

be provisioned.

Cisco WebEx Storage

6. Storage

a. Description.

- i. "Storage" is online, secure cloud storage, including NBR (recording storage), used for storing meeting recordings automatically and accessing at a later date.
- ii. "Included Storage" is Storage included at no additional cost with the Meeting Center and Enterprise Edition offerings.
- iii. Committed "Add-on Storage" is additional Storage purchased in excess of any Included Storage. Add-on Storage has a minimum purchase of 50 GB, with one (1) GB additional increments thereafter. Subscribers have the ability to purchase Add-on Storage at the time of ordering or as a change request at a later date.
- iv. "Overage Storage" is Storage used in excess of the Included Storage and any Add-on Storage. The Overage Storage option is automatically enabled at the time of configuration and can be manually removed. If you do not purchase the Overage Storage option, Storage usage will be limited to the Included Storage and any purchased "Add-on Storage. If you do purchase the Overage Storage options, and the Subscriber's Storage usage exceeds the allotted Included Storage and purchased Add-on Storage, Subscriber will be charged the Overage Storage fee monthly in arrears in the next billing cycle.

b. Storage Offerings

- i. This offer provides 10 GB of secure Included Storage for storing files automatically and accessing at a later date.

Add-on Storage: Add-on Storage may be purchased through Cisco or a Cisco Authorized Reseller.

- ii. The Overage Storage option is enabled by default. If you disable the Overage Storage option, usage will be limited to committed purchases. If you do not disable the Overage Storage Option, you will be charged for all overages.

WebEx Audio Services: Committed and Uncommitted Billing

7. WebEx Audio Services: Committed and Uncommitted Billing

a. Description.

- i. Cisco offers optional audio services outlined below ("WebEx Audio Services") as a fully-integrated solution with WebEx Conferencing Services. WebEx Audio Services are a cloud-based solution, which provides toll, toll-free, and call-back/call-me capabilities. WebEx Audio Services for Committed and Uncommitted Billing are billed on a per minute of usage basis; parameters that determine a customer's audio per minute rate for WebEx Audio Services include bridge and call features, the rate plan (discount table), ISO country and zone. WebEx Audio Services are only available with a purchase of web conferencing services, and are not sold on a stand-alone basis. Refer to Section 11 (Country Coverage) for additional important information regarding audio services.
- ii. WebEx Audio Services supports the following audio access methods:
 - 1. Bridge Country/Domestic Toll Call-In. A single Toll call-in number is provided to enable participants to join a WebEx Conferencing Services online meeting using integrated WebEx Audio Services. If a customer's WebEx site is hosted in the United States, the bridge country Toll number is a U.S. number. If a customer's WebEx site is hosted in the United Kingdom, the bridge country Toll number is a U.K. number. Bridge Country/Domestic Toll Call In services are not applicable to other hosting locations.
 - 2. Bridge Country/Domestic Toll Free Call-In. A single Toll Free call-in number is provided to

enable participants to join a WebEx Conferencing Services online meeting using integrated WebEx Audio Services. If a customer's WebEx site is hosted in the United States, the bridge country Toll Free number is a U.S. number. If a customer's WebEx site is hosted in the United Kingdom, the bridge country Toll Free number is a U.K. number. Bridge Country/Domestic Toll Free Call In services are not applicable to other hosting locations.

3. **Bridge Country/Domestic Call-back.** Participants may join a WebEx Conferencing Service online meeting using the WebEx Audio Services by having the session call the user at the number specified by the user upon joining the meeting via the Internet or WebEx meeting client. If a customer's WebEx site is hosted in the United States, Bridge Country/Domestic Call-Back coverage includes the United States and Canada. If a customer's WebEx site is hosted in the United Kingdom, Bridge Country/Domestic Call-Back coverage includes the United Kingdom. Bridge Country/Domestic Call-Back services are not applicable to other hosting locations.

4. **Global Toll Call-In.** For each supported country, a local Toll call-in number is provided to enable participants to join a WebEx Conferencing Services online meeting using integrated WebEx Audio Services. Refer to the [Country Coverage Listing](#) for supported countries.

5. **Global Toll Free Call-In.** For each supported country, a Toll Free call-in number is provided to enable participants to join a WebEx Conferencing Services online meeting using integrated WebEx Audio Services. Refer to the [Country Coverage Listing](#) for supported countries.

6. **Global Callback/CallMe.** Participants may join a WebEx Conferencing Service online meeting using the WebEx Audio Services by having the session call the user at the number specified by the user upon joining the meeting via the Internet or WebEx meeting client. Refer to the [Country Coverage Listing](#) for supported countries.

Audio Broadcast: Allows Event Center (one of the WebEx Conferencing Services solutions) attendees to hear the audio conference through their computer speakers (listen only).

b. Audio Offerings.

i. Uncommitted Billing: Invoiced monthly in arrears, based on actual usage over the billing period. WebEx Audio Services per use fees are subject to change due to regulatory requirements over which Cisco has no control. Subscriber will be charged at the applicable rate in effect at the time the Service is used.

ii. Committed Billing: Invoiced monthly in advance for the duration of the Subscription Term, based on a monthly committed dollar amount. WebEx Audio Service usage in excess of committed amounts (Overage) will be invoiced monthly in arrears at the contractual committed billing rate. Committed minutes that are not used by Subscriber during the month for which the minutes were committed may not be carried forward into the next month. Rates associated with an audio commitment supersede the per-use fees for the corresponding telephony service.

WebEx Audio Services: Fixed Monthly Rate Offers

8. WebEx Audio Services: Fixed Monthly Rate Offers

a. Description. Cisco offers optional audio services outlined below ("WebEx Audio Services") as a fully-integrated solution with WebEx Conferencing Services. WebEx Audio Services are a cloud-based solution, which provide call-in and call-back/call-me capabilities as specified for each offer. WebEx Audio Services for Fixed Monthly Rate Offers are invoiced monthly in advance for the duration of the Subscription Term, based on the quantity of licenses purchased. Refer to Section 11 (Country Coverage) for additional important information regarding audio services.

b. Fixed Monthly Rate Offerings

i. Toll Named Users. Toll Named Users is a Named User based audio subscription purchased by the Subscriber, where each Named User has unlimited access to Global Toll Call in and Bridge Country/Domestic Toll Call in services as described above. Refer to the [Country Coverage Listing](#) for supported countries.

ii. Toll Plus Named Users. Toll Plus Named Users is a Named User based audio subscription purchased by the Subscriber, where each Named User has unlimited access to Global Toll Call in,

Bridge Country/Domestic Toll Call in, and Bridge Country/Domestic Call-back services as described above. Refer to the [Country Coverage Listing](#) for supported countries.

- iii. **Toll Plus International Named Users.** Toll Plus International Named Users is a Named User based audio subscription purchased by the Subscriber, where each Named User has unlimited access to Global Toll Call in, Bridge Country/Domestic Toll Call in, Bridge Country/Domestic Call-back, and a **limited coverage footprint** of the Global Call-back/CallMe services as described above. Refer to the [Country Coverage Listing](#) for supported countries.

c. Fixed Monthly Rate Offer Conditions

- i. Subscriber must purchase a quantity of Toll Named Users, Toll Plus Named Users, or Toll Plus International Users equal to the number of web conferencing Named Users invoiced in any given billing period.
- ii. Toll Named Users, Toll Plus Named Users, or Toll Plus International Users Services are only available with a purchase of web conferencing services and are not available on a stand-alone basis. The termination date of the web conferencing services will constitute termination of the Toll Named User, Toll Plus Named User, or Toll Plus International Named User Service subscription, irrespective of any remaining days of the Subscription Term.

Cloud Connected Audio (CCA)

9. Cloud Connected Audio

Description. CCA provides cloud based audio conferencing using IP peering connection, delivered over a hybrid deployment model. It extends the functionality of the Cisco Unified Communications Manager, and incorporates premise based equipment to connect Subscriber to a Cisco Collaboration Cloud data center via dedicated SIP trunks. Call routing is performed on-premises, call signaling and audio traffic occurs over the IP link, and call mixing is done in the cloud.

a. CCA Implementation Period. CCA is subject to an integration and implementation Period ("Implementation Period"). CCA require provisioning of several additional components, including the circuits between Subscriber's and Cisco WebEx's data centers. During the Implementation Period, the initial Subscription Term for CCA will not accrue for that period of time in which the Implementation Period is in effect. The Implementation Period shall end at WebEx's discretion, at any time, and without further or additional notice.

b. Sold only in conjunction with WebEx Web Conferencing Offerings. CCA is a fully-integrated audio solution sold in conjunction with WebEx Conferencing Services. It is not a stand-alone offer. Should the Subscription Term for the Web Conferencing Services portion expire prior to the conclusion of Subscriber's CCA Subscription Term due to Implementation Period delay the WebEx Conferencing Service Subscription Term will be extended to align with termination of a CCA Subscription Term. Otherwise, the termination date of the Web Conferencing Services will constitute termination of CCA subscription, irrespective of any remaining days of CCA Subscription Term. Subscriber will be charged an early termination fee of 15% of the remaining balance on CCA Subscription Term.

c. CCA Customer Requirements. CCA requires Subscriber to route all audio conference calls to Cisco WebEx over an IP connection made between Subscriber's network and the Cisco WebEx data center. Subscriber must leverage its existing telephony infrastructure for Off-net calling. "Off-net" calls are calls generated from phone numbers that do not reside on customer's network. All off-net calls will flow into customer's network through customer's PSTN trunks. The provisioning of CCA by Cisco assumes that the Subscriber will purchase and meet additional requirements of the applicable CCA data sheet.

d. CCA Offerings.

i. Ports. CCA is sold on a 'ports' basis ("Ports"). Ports are invoiced monthly in advance for the duration of the Subscription Term. Each User may access a "CCA Port" at any point in time. However, Subscriber's and its Users' use of CCA is limited to the number of Ports purchased. Under CCA Subscription model, you must purchase a minimum number of CCA Ports determined from your peak

monthly usage. Each CCA Port provides a User access to the WebEx audio conferencing platform.

ii. Overage: CCA overages are invoiced monthly in arrears at the contractual committed billing rate. There may be instances in any given month when the number of CCA Ports used exceeds the number of CCA Ports purchased under CCA Subscription. CCA Ports Overage for any given month is the highest number of CCA Ports in use at any one time during that monthly billing period in excess of number of CCA Ports purchased by Subscription. Subscriber is required to purchase CCA Overage from Cisco WebEx LLC and as otherwise instructed by Cisco.

Note: CCA and WebEx Audio Services are separate offerings with differing features and functionalities.

Compliance Review

Cisco WebEx will have the right, upon reasonable notice, to audit Subscriber’s records (including but not limited to the List) during normal business hours to ensure Subscriber’s compliance with the above requirements. Cisco WebEx will pay the cost of the audit unless it is found that Subscriber is misusing the Service by, for example, exceeding the number of allowable meeting participants, or providing a Named User account to a non-employee.

Important Information Regarding Audio Services

10. Country Coverage.

a. Due to rapidly changing and unpredictable global telecommunications law and regulations, availability of certain Cisco WebEx Audio services and related offerings may become restricted or discontinued. While Cisco WebEx routinely monitors applicable telecommunications laws and regulations in an attempt to readily adapt to changing legal and political environments, **Cisco WebEx reserves the right to modify its’ Country Coverage Listing for all impacted Cisco WebEx Audio offerings, without notice, as necessary to meet all country legal and regulatory requirements.** Currently, the Cisco WebEx Audio Services in committed, uncommitted and fixed monthly rate audio subscriptions that may be impacted under these circumstances are:

Bridge Country/Domestic Toll-free call-in
Bridge Country/Domestic Toll call-in
Bridge Country/Domestic Callback
Global Toll-free Call in
Global Toll Call in
Global Callback/CallMe
Integrated VoIP Audio Broadcast Toll User, Toll Plus User, and Toll Plus International User fixed monthly rate offers

b. **Availability for Sale:** Cisco WebEx Audio is not available for sale to customers with billing addresses in the following countries: Algeria, Armenia, Bahrain, Belarus, China, Egypt, Georgia, Jordan, Kuwait, Kyrgyzstan, Lebanon, Oman, Qatar, Russia, Saudi Arabia, Tajikistan, Turkey, Turkmenistan, United Arab Emirates, Uzbekistan, and Yemen. Customers based in these locations can purchase integrated audio from an authorized TSP (Teleconferencing Service Provider) Partner or CCA-SP (Cloud Connected Audio Service Provider) Partner.

c. **Integrated VoIP:** Customers with billing addresses in the following countries will not be provisioned with Cisco WebEx VoIP capabilities: India, Saudi Arabia, UAE, Algeria, Kuwait, Lebanon, Yemen. We advise that VoIP should not be used by users from within these countries. However, WebEx is not aware of the location of each user, and hence WebEx does not (cannot) specifically prevent VoIP from working based on location.