

## Service Description: Cisco Unified Workspace Licensing Named User Subscription

This document describes Cisco WebEx Services sold in a named user subscription model ("Named User") by Cisco Systems, Inc. and Cisco Authorized Resellers, as part of Cisco's Unified Workspace Licensing ("CUWL"). CUWL Named Users sold under this Service Description may not be sold separately and the purchase of which must otherwise meet CUWL requirements.

### Related Documents:

This document should be read in conjunction associated documents posted on [www.cisco.com/go/servicedescriptions/](http://www.cisco.com/go/servicedescriptions/): (1) Glossary of Terms; (2) List of Services Not Covered; and (3) Severity and Escalation Guidelines. These documents are incorporated into this Service Description by this reference. Capitalized terms in this description have the meaning ascribed to them in the Glossary of Terms.

**Direct Sale from Cisco.** If you have purchased these Services directly from Cisco Systems, Inc. ("Cisco"), this document is incorporated into your Master Services Agreement or equivalent services agreement ("MSA") executed between you and Cisco. In the event of a conflict between the MSA and this Service Description, this Service Description shall prevail.

**Sales via Authorized Reseller.** If you have purchased these Services through a Cisco Authorized Reseller, this document is for informational purposes only; it is not a contract between you and Cisco. The contract, if any, governing the provision of this Cisco WebEx Service is the one between you and your Cisco Authorized Reseller. Your Cisco Authorized Reseller should provide this document to you, or you can obtain a copy of this and other Cisco service descriptions at [www.cisco.com/go/servicedescriptions/](http://www.cisco.com/go/servicedescriptions/).

For ease of reference, whichever agreement under which you are purchasing the Services will be referred to in this Service Description as the "purchase agreement."

Cisco's affiliate, Cisco WebEx LLC ("Cisco WebEx"), will provide the Named User Subscription Services described below, for which Cisco has been paid, and continues to be paid, the appropriate subscription fee. The provision of Services by Cisco WebEx assumes that Subscriber will comply with the terms herein.

## CUWL Named User Subscription

The following Cisco WebEx Services are offered via the CUWL Named User solution:

- Web Conferencing  
- [Cisco WebEx Meeting Center](#)
- Instant Messaging  
- [Cisco WebEx Messenger](#)

Cisco WebEx Services are not available in all countries. Regulatory issues in certain markets may limit or restrict purchase. If the Service is ordered but is limited or restricted in the end-customer's market, Cisco WebEx will not be able to provision the Service. Contact your sales representative for further information.

Capitalized terms herein shall have the same meaning afforded under the above links, unless otherwise specified herein.

## Support

Cisco WebEx provides 24X7X365 technical support in English to its customers and their attendees. In addition, Cisco WebEx provides limited support in other languages via our global support solution. Cisco WebEx may 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>.

## Named User Subscription Details

**Named User** is the business subscription model 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.

## CUWL Named User Commercial Terms

**The provision of services by Cisco WebEx assumes that the Subscriber will comply with the following terms.**

- You are purchasing the Services as the "Subscriber." A Subscriber is the company purchasing the Cisco WebEx Services from Cisco.
- "Employees" are the full and part-time employees or third-party contractors of Subscriber and its subsidiaries, and affiliates. Employees do not include Subscriber's parent company, unless Subscriber intends to assign a Named User account to an Employee of the parent company, which is an option, but requires that the parent company Employee is a Named User for purposes of usage calculation.
- 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.
- You are required to comply with CUWL requirements at all times in order to be eligible for the CUWL Named User offering.

## Named User Rules

- A Named User is an Employee assigned an account by Subscriber to use the selected Cisco WebEx Service.

- For meeting-based products, a Named User may host an unlimited number of meetings ("Meeting(s)") using the Service; provided that a Named User may only host one (1) Meeting at a time. Each Meeting must be hosted by a Named User and is limited to the maximum number of participants as determined by the capacity of the Cisco WebEx Service offered ("Meeting Capacity"). Meeting Capacity is inclusive of the Named User. For example, Cisco WebEx Meeting Center Meeting Capacity 25 is limited to a maximum attendance of 1 Subscriber Employee host and 24 Meeting participants.
- Named User accounts are individualized and may not be shared or used by anyone other than the one employee to whom the Named User account is assigned. The identification of Named Users must be unique to an individual and may not be of a generic nature. Subscriber shall identify those Employees assigned to Named User accounts on the "Managed Users" 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 User account may not be transferred to another Employee except upon (a) termination of the Named User's employment with Subscriber, or (b) in all other instances, Cisco's prior written approval.

#### **Minimum Quantity of Named Users purchased with CUWL**

- "Users" are the number of user licenses purchased by you as the Subscriber as part of the CUWL offering.
- The total number of Users determines the minimum quantity of CUWL Named Users that will be included with your Cisco-wide CUWL purchase, and provided under this Service Description.
- The minimum number of assigned CUWL Named Users is one (1) CUWL Named User for every one (1) CUWL license.
- You may also buy additional CUWL Named Users at the then current list price, subject to Contract Blending, described below.

#### **Subscription Count for Named User**

Under the Named User Subscription model you must purchase a minimum quantity of Named Users. The minimum Named User order quantity for Cisco WebEx Services is no less than 25 Named Users.

#### **Length of Subscription**

A purchase of a CUWL Named User Subscription is an obligation on the part of the Subscriber to purchase that Service for the duration of the subscription term ("Subscription Term"). CUWL Named Users are delivered for a Subscription Term of one (1) year.

A subscription may not be terminated without cause by either party in the middle of a Subscription Term.

#### **Service Activation**

The Subscription Term shall begin from the earlier of (a) the Service activation date, or (b) ninety (90) days from the date the order is accepted by Cisco WebEx (that period of time is referred to as the "Activation Grace Period").

- At the time of purchase the Subscriber will receive an information document containing a link to the provisioning form.
- The Subscriber must submit a complete and accurate provisioning form within the Activation Grace Period.

- The Activation Grace Period is the period of time from the date of purchase until Cisco has received the provisioning form.
- The Activation Grace Period can be no more than 90 days.
- In the event that the Subscriber does not submit the provisioning form within the Activation Grace Period, the Subscription Term will start automatically upon expiration of the Activation Grace Period.

#### **Contract Blending of Subscription Terms**

Contract blending of multiple Subscription Terms ("Contract Blending") occurs when you combine multiple purchases of CUWL Named Users on an existing site. If the added Service (or Services) is not available on a monthly basis, and the existing Subscription Terms are not chronologically aligned, Cisco will blend the contracts. Contract Blending can occur when you purchase additional CUWL Named Users at any time during a Subscription Term. The Contract Blending will be a recalculation of the total subscribed number of CUWL Named Users for the duration of a blended Subscription Term. The remaining number of months in the then current Subscription Term will be adjusted and pro-rated based on the total number of CUWL Named Users to which you have originally subscribed and are subsequently purchased. For example, if an existing contract for the purchase of 100 CUWL Named Users has 30 months remaining on its Subscription Term and you elect to purchase 50 additional CUWL Named Users for a 12 month Subscription Term, the new Subscription Term derived from Contract Blending would be 24 months, calculated as follows:  $[(30 \text{ months} \times 100 \text{ CUWL Named Users}) + (12 \text{ months} \times 50 \text{ CUWL Named Users})]$ , divided by the total number of CUWL Named Users purchased (in this case, 150), resulting in a revised Subscription Term of 24 months for 150 CUWL Named Users.

#### **Subscription Length and Renewal**

A purchase of a CUWL Named User Subscription is an obligation on the part of the Subscriber to purchase the Service for the duration of the subscription term ("Subscription Term"). CUWL Named Users are delivered for a Subscription Term of one (1) year.

A subscription may not be terminated without cause by either party in the middle of a Subscription Term. The Subscription Term shall begin from the earlier of (a) the Service activation date, or (b) ninety (90) days from the date the order is accepted by Cisco WebEx (that period of time is referred to as the "Activation Grace Period"), adjusted for delay subject to the Activation Grace Period section, below.

To maintain continuous services and prevent service suspension, configured administrative settings, and stored end user content, Subscriber must purchase and activate a new Cisco WebEx Named User Subscription to renew the service. The new Named User Subscription must be activated at least seven (7) days before the expiration of the then current Subscription Term. The new Named User Subscription Term will begin immediately following expiration of the then current Subscription Term.

#### **Additional Features Included with the Subscription**

##### **Voice over Internet Protocol**

##### **VoIP Description**

Integrated VoIP (Voice over Internet Protocol) is an audio feature that sends the audio from a meeting over the Internet, instead of through the telephone. 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.

### VoIP Offering

- Subscriber is entitled to an unlimited number of VoIP minutes per month per license.
- Up to 500 attendees may have access to VoIP in a single meeting.
- VoIP supports up to 7 active microphones, which 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. Contact your sales representative for further information. If the Service is ordered but is limited or restricted in the end-customer's market, this product will not be provisioned as part of the service.

## Storage

### Storage Description Offering and Overage

This Named User offer includes 10 GB of secure online storage ("Storage") for storing files automatically and accessing at a later date. Committed "Add-on Storage" is additional storage purchased by Subscriber, which is in excess of the included Storage. Committed Add-on Storage is purchased through Cisco or a Cisco Authorized Reseller.

"Overage Storage" is Storage used in excess of the included Storage and purchased Add-on Storage. The Overage Storage option is enabled upon execution of an order form through Cisco WebEx. If you do not purchase the Overage Storage option, usage will be limited to the committed purchases.

## 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.

## Supplemental Terms

The [Cisco WebEx Supplemental Terms and Conditions](#) ("Supplemental Terms") shall govern the use by the Subscriber of the Cisco WebEx Services purchased by you and provided by Cisco's affiliate company, Cisco WebEx LLC ("WebEx"). These Supplemental Terms are hereby incorporated into the MSA, if you are purchasing Services directly from Cisco. If you are purchasing these Services from a Cisco Authorized Reseller, these Supplemental Terms should be made a part of that agreement by the Cisco Authorized Reseller. These Supplemental Terms shall take precedence in the event of any conflict between your purchase agreement and these Supplemental Terms. However, these Supplemental Terms shall apply only to the WebEx Services described in this Service Description and are not applicable to other Cisco products or services. All non-conflicting and additional terms and conditions in the MSA or in your purchase agreement with the Cisco Authorized Reseller are applicable to this purchase and shall remain in effect.