

Service Description: Cisco WebEx Employee Count Subscription

This document describes the Cisco WebEx Services sold through an Employee Count Subscription model by Cisco Systems, Inc. and Cisco Authorized Resellers

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

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 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/.

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 Employee Count Subscriptions described below for which Cisco has been paid, and continues to be paid, the appropriate fee. The provision of Services by Cisco WebEx assumes that Subscriber will comply with the terms herein.

Cisco WebEx Employee Count Subscriptions

The Following Cisco WebEx Services are offered via an Employee Count Subscription model:

- [Cisco WebEx Enterprise Edition with Messenger](#)
- [Cisco WebEx Meeting Center with Messenger](#)
- [Cisco WebEx Messenger](#)

Cisco WebEx Services are not available in all countries. Purchases may be limited or restricted in some markets. 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 used 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 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>.

Employee Count Subscription Details

Employee Count is the business subscription model under which you are buying the Cisco WebEx Services. Employee Count is suitable for your company if you have a large number of Employees in your company (greater than 100), and you wish to make the Service generally available with fixed pricing based on your company size, without having to purchase each Employee an individual Cisco WebEx Service account. It requires that you fully deploy Named User accounts (defined below) to all your Employees.

Commercial Terms

The provision of Services by Cisco WebEx assumes that 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.

- “Employees” are the full and part-time employees or third-party contractors of Subscriber and its subsidiaries, and affiliates.
- 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.

Subscription Quantity for Employee Count

Under the Employee Count Subscription model, you must purchase a subscription license for all your Employees. The applicable order quantity is the greater of **(a)** the number of Subscriber Employees as of the date of order, adjusted annually for Organic Annual Growth, or **(b)** 100 subscription licenses. Each subscribed Employee will receive a Named User account.

Employee Count Meetings

- 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 or participants as determined by the Capacity of the Cisco WebEx Service offered. For example, Cisco WebEx Meeting Center (Capacity 1000) is limited to a maximum attendance of 1 Named User and 999 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.

Organic Growth in the Employee Count

The Employee Count Subscription includes an accommodation for organic corporate growth in the Employee Count of twenty percent (20%) over the term of the contract. If, at any time, the then-current Employee Count exceeds twenty percent (20%) of the initially identified Employee Count, you are obligated to notify Cisco WebEx of this increase in the number of Employees and execute an updated Order reflecting the revised Employee Count and change to the applicable Service fees.

Extraordinary Events

Extraordinary Event is defined as an event such as a merger or acquisition that increases the total number of Employees by more than twenty percent (20%). Upon an Extraordinary Event, Subscriber must provide access for such additional Employees by contacting the seller and having the Employee Count reset based on the number of Employees in existence after such event. Subscriber must place an additional order for the increase.

Subscription Length

Subscription Terms

Employee Count Subscriptions are purchased for one (1), two (2) or three (3) or five (5) year “**Subscription Terms.**” A purchase of an Employee Count Subscription for one of the available Subscription Terms is an obligation on the part of the customer to purchase the Services for the duration of the Subscription Term. A subscription may not be terminated for convenience by either party in the middle of a Subscription Term. The Subscription Term shall begin

from the earlier of when the Service activated by the Subscriber, or ninety (90) days from the date the order is submitted and accepted by Cisco WebEx (the "Activation Grace Period").

Service Activation

- 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.

Subscription Renewal

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

Additional Features Available for Purchase with the Subscription

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 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.

Toll Named Users Description

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 Domestic Toll Call in. Subscriber is required to purchase the quantity of Toll Named Users as specified below.

Toll Named Users Offering

- Toll Named Users is not available in all countries. Regulatory issues in certain markets may limit or restrict use of Toll Named Users. 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.
- When aggregating telephony all subscriptions that are being aggregated must purchase Toll Named Users.
Can be sold in conjunction with monthly billings commit telephony, monthly true up billings commit telephony or basic telephony only.

For Employee Count licensing model, the Subscriber must purchase a quantity of Toll Named Users equal to the total number of Employees, as defined above.

Length of Subscription Term

Toll Named Users is offered on a prepaid subscription basis, only. Toll Named Users is available in one (1), two (2), three (3), or five (5) year Subscription Terms.

Toll Named Users Services are only available with a purchase of web conferencing services. Toll Named Users Services are not available on a stand-alone basis. Toll Named Users purchases must be co-terminus with your purchase of web conferencing services. Co-terminus means that the duration of the Subscription, the usage of the Toll Named Users Service, and billing and payment must be simultaneous with Subscriber's web conferencing service purchase. The termination date of the web conferencing services will constitute termination of the Toll Named Users Service subscription, irrespective of any remaining days of the Subscription Term.

Cloud Connected Audio

CCA Services provide cloud based audio conferencing using IP peering connection. A Subscriber is the company purchasing the Cisco WebEx Services. You are the Subscriber and are obligated to purchase the CCA Services for a committed period of time, in other words, the "Subscription".

Feature Options:

The CCA Service is sold on a 'ports' basis ("Ports"). Each User may access a port at any point in time. However, Subscriber's and its Users' use of the CCA Services is limited to the number of Ports purchased. Under the 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.

Implementation Period

CCA is subject to an integration and implementation Period ("Implementation Period"). CCA requires provisioning of several additional components, including the circuits between Subscriber's and 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.

Should the Subscription Term for the Web Conferencing Services purchased by Subscriber in conjunction with its purchase of CCA expire prior to conclusion of the Subscriber's CCA Subscription Term because of a Implementation Period extending into the WebEx Conferencing Services Subscription Term, the two Subscription Terms will be "trued-up," such that the WebEx Conferencing Services Subscription Term shall be extended to that date upon which

the CCA Subscription Term expires. For example, if the Implementation Period ends two (2) months into the WebEx Conferencing Services Subscription Term, the WebEx Conferencing Services Subscription Term will be extended for an additional two (2) month period.

Length of Audio Subscription Term

CCA is offered on a prepaid subscription basis, only. CCA is available in one (1), two (2), three (3), or five (5) year "Subscription Terms." CCA Services are only available with a purchase of Web Conferencing Services. CCA Services are not available on a stand-alone basis. CCA Employee Count may only be purchased in conjunction with the Employee Count Web conferencing service. CCA purchases must be co-terminus with your purchase of Web Conferencing Services. Co-terminus means that the duration of the Subscription, the usage of the CCA, and billing and payment must be simultaneous with Subscriber's Web Conferencing Service purchase. The termination date of the Web Conferencing Services will constitute termination of the CCA Service subscription, irrespective of any remaining days of the Subscription Term.

Overages

There may be instances in any given month when the number of Cloud Connected Audio (CCA) ports used exceeds the number of CCA ports purchased under the CCA subscription. In that case, you will be charged an overage ("CCA Overage"). You will be invoiced by Cisco WebEx for each port of CCA used in excess of the number of CCA ports purchased by subscription for that specific month. Because Cisco WebEx invoices and manages CCA overages, you must execute the overage form.

CCA Customer Requirements

The CCA Service requires the customer to route all audio conference calls to Cisco WebEx over an IP connection made between Subscriber's network and the Cisco WebEx data center. Customer 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 provision of the CCA Service by Cisco assumes that the Subscriber will purchase and meet the requirements outlined the [CCA data sheet](#).

TSP Audio

Telephony Service Provider (TSP) audio is a telephony service for WebEx meetings not provided by WebEx directly, but by a third party. TSP audio is an alternative to using WebEx telephony for participants to dial into a meeting or for the WebEx system to call the participant. Customers who use a TSP as their audio provider must contact their TSP vendor for support of any telephone/audio issues related to a WebEx Meeting.

Collaboration Meeting Rooms (CMR) Hybrid, formerly WebEx Enabled TelePresence

CMR Hybrid Description

Cisco TelePresence is now WebEx enabled to provide an online, face-to-face meeting opportunity. Advance business-to-business and internal communications by bringing together video, unified communications, and web conferencing in a unified meeting experience. CMR Hybrid features, among other benefits:

- secure two-way video,
- integrated audio and data sharing,
- integrated conferencing scheduling,
- the ability to join meetings using "one button to push" with secure call control and connectivity; and
- interoperability support for third-party TelePresence endpoints.

For more information on CMR Hybrid, please visit <http://www.cisco.com/en/US/netsol/ns1229/index.html>

CMR Hybrid Offering

- Volume of access (the number of seats) is based on a 1:1 ratio against the committed data service purchase.
- CMR Hybrid will be made available with a newly purchased Cisco WebEx Meeting Center Conferencing Service subscription off the Cisco Global Price List.
- Provisioning:
 - New Subscribers: Purchased and enabled at time of initial purchase of Cisco WebEx Meeting Center Conferencing Services
 - Existing Subscribers: Enabled upon request and co-terminus with existing Cisco WebEx Meeting Center Conferencing Services

Cisco Collaboration Meeting Rooms ("CMR") Cloud
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CMR Cloud Description

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 and offered as an add-on Service option to many Cisco WebEx web conferencing Subscription purchases.

From the WebEx Video Bridge, CMR Cloud can support up to 25 participants with standards based video endpoints and up to 500 video enabled Cisco WebEx Meeting Center users in a single meeting. Users 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.

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

CMR Cloud Offering

CMR Cloud is offered in three (3) business models, and sold only in conjunction with the identified Cisco WebEx web conferencing service.

CMR Cloud Business Model	WebEx Business Model			
	Named User	Active User	Employee Count	Ports
Named User	√	√	√	√
Active User		√	√	
Employee Count			√	

In regards to this particular web conferencing Employee Count Service Description, CMR Cloud is available under all CMR Cloud models (Named User, Active User and Employee Count).

A. CMR Cloud Named User

- A CMR Cloud Named User must be an Employee selected by Subscriber to use the CMR Cloud.
- For meeting-based products, a CMR Cloud Named User may host an unlimited number of meetings ("Meeting(s)") using the Service; provided that a CMR Cloud Named User may only host one (1) Meeting at a time. Each Meeting must be hosted by a CMR Cloud Named User and is limited to the maximum number of participants as determined by the capacity of the Meeting Center (or Enterprise Edition, as available) Cisco WebEx Service purchased ("Meeting Capacity"). Meeting Capacity is inclusive of the CMR Cloud 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.
- CMR Cloud Named User accounts are individualized and may not be shared or used by anyone other than the one employee to whom the CMR Cloud Named User account is assigned. The identification of CMR Cloud Named Users must be unique to an individual and may not be of a generic nature. Subscriber shall identify those Employees assigned to CMR Cloud 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 CMR Cloud Named User account may not be transferred to another Employee except upon (a) termination of the CMR Cloud Named User's employment with Subscriber, or (b) in all other instances, Cisco's prior written approval.
- The minimum CMR Cloud Named User order-quantity is five (5) CMR Cloud Named Users.

B. CMR Cloud Active User

- A CMR Cloud 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.
- Volume of access (the number of CMR Cloud seats) is based on a 1:1 ratio against the committed data service purchase. For each individual that qualifies as an Active User, as determined above, Subscriber may purchase CMR Cloud capabilities in conjunction with Named User accounts, in which case usage of either the Cisco WebEx Meeting Center or CMR Cloud will count towards the Active User Average calculation.
- Subscriber will be billed monthly in advance at a rate determined by the prior terms usage average ("CMR Cloud Average"). The CMR Cloud Average will be the total number of CMR Cloud Active Users averaged over months 9, 10 and 11 of the prior twelve (12) month subscription period. The calculated CMR Cloud Average derived from those months 9, 10 and 11 will be the monthly fee per CMR Cloud Active User for the immediately following 12 month subscription period.
- CMR Cloud Active Users are subject to a minimum subscription fee. The minimum subscription fee is based on the "Subscription Quantity". The Subscription Quantity is calculated as follows:

<u>First Subscription Term:</u> Either,	<u>All Subsequent Subscription Terms:</u> The greater of:
<ul style="list-style-type: none"> • A new Subscription – the greater of: <ol style="list-style-type: none"> 1. 3% of the total number of Employees 2. 15 Active User accounts 	<ol style="list-style-type: none"> 1. 3% of the total number of Employees, 2. 15 Active User accounts, or 3. CMR Cloud Average.

C. CMR Cloud Employee Count

- Under the CMR Cloud Employee Count Subscription model, Subscriber must purchase a CMR Cloud Named User account for all Employees. The order quantity is then calculated based on the greater of (a) the number of Subscriber Employees as of the date of order, adjusted annually for Organic Annual Growth, or (b) 100 CMR Cloud Named Users. As stated, each Employee must receive a Named User account.
- CMR Cloud Employee Count (or "CMR Employee Count") is the Subscription Model which requires a company to purchase the CMR Cloud feature for 100% of its Employees. Each subscribed Employee will receive a Named User account.
- A CMR Cloud Named User may host an unlimited number of CMR Cloud meetings ("Meeting(s)") using the Service; provided that a CMR Cloud Named User may only host one (1) meeting at a time.
- Each Meeting must be hosted by a CMR Cloud Named User and is limited to the maximum number or participants as determined by the Capacity of the Cisco WebEx Service offered. For example, Cisco WebEx Meeting Center (Capacity 1000) is limited to a maximum attendance of 1 Named User and 999 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.
- The Employee Count Subscription includes an accommodation for organic corporate growth in the Employee Count of twenty percent (20%) over the term of the contract. If, at any time, the then-current Employee Count exceeds twenty percent (20%) of the initially identified Employee Count, you are obligated to notify Cisco WebEx of this increase in the number of Employees and execute an updated Order reflecting the revised Employee Count and change to the applicable Service fees.
- Extraordinary Event is defined as an event such as a merger or acquisition that increases the total number of Employees by more than twenty percent (20%). Upon an Extraordinary Event, Subscriber must provide access for such additional Employees by contacting the seller and having the Employee Count reset based on the number of Employees in existence after such event. Subscriber must place an additional order for the increase.
- Employee Count Subscriptions are purchased for one (1), two (2) or three (3) or five (5) year "Subscription Terms." A purchase of an Employee Count Subscription for one of the available Subscription Terms is an obligation on the part of the customer to purchase the Services for the duration of the Subscription Term. A subscription may not be terminated for convenience by either party in the middle of a Subscription Term. The Subscription Term shall begin from the earlier of when the Service activated by the Subscriber, or ninety (90) days from the date the order is submitted and accepted by Cisco WebEx (the "Activation Grace Period").

D. Service Activation Applicable to all CMR Cloud Business Models

- 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.
- 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.

Deployment Support for CMR Cloud Applicable to all CMR Cloud Business Models

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.

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.

Storage Description Offering and Overage

This storage offer provides 50 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 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, sharing an account among multiple Employees, providing an account to a non-Employee, or misrepresenting the total number of Employees.

Cisco WebEx 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.