Service Description: Cisco WebEx Ports Subscription

This document describes Cisco WebEx Services sold in the Ports 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 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 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/.

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 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 following terms.

The following Cisco WebEx Service is offered via a Ports Subscription solution:

Cisco WebEx Meeting Center

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 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-overview.html.

Ports Commercial Terms

Subscription

- You are purchasing the Services as the "Subscriber." The Subscriber under this model is purchasing "Ports." Each Port provides a user access to the Service.
- Meetings must be initiated and conducted by "Hosts". As the Subscriber, you may designate an unlimited number of Employees as meeting Hosts and each Host may initiate an unlimited number of meetings using the Services.
- However, the total number of attendees in any one meeting (including Hosts) and the total number of attendees accessing the Services at any one point in time (including Hosts), may not exceed the total number of Ports purchased by Subscriber.

- Subscriber shall provide all user information reasonably necessary to enable WebEx to create user profiles for each Employee for whom Subscriber wishes to provide hosting access for the 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 Count for Ports

The minimum Port accounts that may be purchased is one (1).

Subscription Overages

Actual Ports usage is automatically re-calculated at each fifteen (15) minute interval. These are the fifteen (15) minute intervals (0:00-0:15, 0:15-0:30, 0:30-0:45, 0:45-0:60). These fifteen (15) minute intervals are called "Measurement Periods". If, at any time during any Measurement Period the total number of meeting attendees (including the meeting host) as measured by the total number of network connections that are connected to a physical server or an online service exceeds the total number of Ports purchased (an "Overage"), then Subscriber is subject to an "Overage Fee" pursuant to the WebEx Port Overage order form.

In the event of an Overage, Cisco WebEx will bill Subscriber the applicable Overage Fees. Those Overage Fees are payable monthly in arrears based on actual usage.

Tracking Overages is done by Subscriber's completion and submission of a Cisco WebEx Ports Overage Order ("Overage Order") prior to any initial, renewal, or modified Ports order. The provisioning, renewal, or modification of a site will be placed on a compliance hold until a completed Overage Order has been submitted to and accepted by Cisco. This Overage Order will supersede all existing or prior Ports overage arrangements, agreements, or contracts.

Subscription Term

Meeting Center Port Services are purchased for one (1), two (2), three (3), or five (5) year terms ("Subscription Terms") A purchase of a Port Subscription for one of the available Subscription Terms is an obligation on the part of customer to purchase that Service for the duration of the Subscription Term. 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 referred to as the "Activation Grace Period"), adjusted for delay subject to the Activation Grace Period section, below.

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 Port Subscription to renew the service. The new Port Subscription must be activated at least seven (7) days before the expiration of the then current Subscription Term. The new Port Subscription Term will begin immediately following expiration of the then current Subscription Term.

Add-On Services

Additional features are enabled upon request and co-terminus with existing Web Conferencing Services. These Additional Features are only available with the purchase of Web Conferencing Services. Additional Features are not available on a stand-alone basis. Because these features are optional and ancillary to the core Service, there may be an additional fee or cost.

Additional Features must be co-terminus with your purchase of Web Conferencing Services. Co-terminus means that the duration of the subscription, the usage of the Service, and billing and payment must be simultaneous with Subscriber's Web Conferencing Service purchase. The termination date of the Web Conferencing Service will constitute termination of any Additional Feature subscription or use, irrespective of any remaining time on the Additional Feature Subscription Term.

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.

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:

Ports: 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 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.

Overage

Ports: 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 in the CCA data sheet.

Cisco Collaboration Meeting Rooms ("CMR") Cloud

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.

	WebEx Business Model			
CMR Cloud Business Model	Named User	Active User	Employee Count	Ports
Named User	٧	٧	٧	٧
Active User		٧	٧	
Employee Count			٧	

In regards to this particular web conferencing Ports Service Description; CMR Cloud is available under only the CMR Cloud Named User model.

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 or 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. 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.
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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.

Cisco WebEx Storage

Storage Description

- "Storage" is online, secure cloud storage, including NBR (recording storage), used for storing meeting recordings automatically and accessing at a later date.
- "Included Storage" is storage included in the Web Conferencing Services offerings. The amount of Included Storage is dependent on the offer. Different licensing models include different amounts storage. For example, if you purchase Meeting Center Ports, 10 GB storage is included, at no additional cost.
- 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 1GB additional increments thereafter. Customers have the ability to add additional storage at the time of ordering or as a change request at a later date.
- "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 a customer's Storage usage is over the allotted Included Storage and purchased Add-on Storage, if any, Overage Storage is not disabled, you will be charged Overage Storage monthly in arrears in the next billing cycle.

Storage Offering

- Included Storage: This offer provides 10 GB of secure 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.
- The Overage Storage option is enabled by default. If you do not purchase the Overage Storage option, usage will be limited to committed purchases.

Audio

Audio Description

Cisco offers certain optional audio services outlined below ("Audio Services") as a fully-integrated solution with Cisco WebEx Conferencing Services.

Audio Services are a cloud-based solution, which provide toll, toll-free, and call-back capabilities. Parameters that determine a customer's audio per minute rate for Audio Services include bridge and call features, the rate plan (discount table), ISO country and zone.

Cisco WebEx integrated Audio supports the following audio access methods:

- **Toll and Toll-free Call-in**: A single call-in number is provided to enable participants to join a WebEx Conferencing Services online meeting using integrated Audio Services.
- **Toll and Toll-free Callback**: Participants may join a WebEx Conferencing Service online meeting using the Audio Services by having the session call the user at the number specified by the user upon joining the meeting via the Internet.
- Call Back and Call Back International: Gives customers the option to request a call back when requesting support through the Cisco WebEx Remote Support service.
- **Audio Broadcast**: Allows Event Center (one of the WebEx Conferencing Services solution) attendees to hear the audio conference through their computer speakers (listen only).

Audio Billing Options

- **Uncommitted Billing**: Invoiced monthly in arrears, based on actual usage over the billing period. Per use fees are subject to change. Subscriber will be charged at the applicable rate in effect at the time the service is used.
- **Committed Billing**: Invoiced monthly in advance for the duration of the Audio Service Subscription Term, based on a monthly committed dollar amount. Usage in excess of committed amounts invoiced monthly in arrears. 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.

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, providing a Host account to a non-Employee.

Cisco WebEx Supplemental Terms

The <u>Cisco WebEx Supplemental Terms and Conditions</u> ("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 nonconflicting 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.