Service Description: Cisco WebEx GPL Audio

This document describes the audio services ("**Cisco WebEx GPL Audio**" or "**GPL Audio**") sold by Cisco Systems, Inc. and Cisco Authorized Resellers as part of the Cisco WebEx GPL portfolio of services (the "Services"). Cisco WebEx GPL Audio subscriptions provide customers with Audio services that are fully integrated with Cisco WebEx Web Conferencing Services ("Web Conferencing Services"). Cisco WebEx GPL Audio is not offered or available or sold on a stand-alone basis.

Related Documents: The following documents posted at: <u>www.cisco.com/go/servicedescriptions/</u> 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, this document is incorporated into your Master Services Agreement (MSA) with Cisco. In the event of a conflict between this Service Description and your MSA, this Service Description shall govern.

Sales via Authorized Reseller. If you have purchased these Services through a Cisco Authorized Reseller, this document is for description 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 <u>www.cisco.com/go/servicedescriptions/</u>.

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

Cisco WebEx GPL Audio Service Information

You are purchasing the Services as the "Subscriber." A Subscriber is the company purchasing the Cisco WebEx Services.

Cisco WebEx integrated GPL 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 Cisco WebEx online meeting using integrated Cisco WebEx GPL Audio.

• **Toll and Toll-free Callback**: Participants can join a Cisco WebEx online meeting using integrated Cisco WebEx GPL Audio by having the Cisco WebEx session call them at the number they specify once they've joined the meeting via the web.

• **Integrated VoIP**: Participants can join a Cisco WebEx meeting from their computer, using a computer headset with a microphone and speaker.

• **Call Me Back**: Gives customers the option to request a call back when requesting an online support request through the Cisco WebEx Remote Support service.

Additional Information regarding the technical features and functionalities of each Audio Service is posted at: http://www.cisco.com/en/US/prod/collateral/ps10352/ps10362/ps10409/cisco_webex_gpl_audio.pdf.

Audio Offering Commercial Terms

Length of Audio Subscription Term

Cisco WebEx GPL Audio is offered on a prepaid subscription basis, only. This Audio subscription ("Audio Subscription") is available in one (1), two (2), three (3), or five (5) year terms. Audio Services are only available with a purchase of Web Conferencing Services. Audio Services are not available on a stand-alone basis. All Audio 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 Audio, 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 this Audio Subscription, irrespective of any remaining days of the Subscription Term.

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

Subscription Quantity Audio Subscriptions

Under the Audio Subscription model, you must purchase no less than 5,000 Audio minutes per month, irrespective of the length of your Audio Subscription term. Audio minutes must be used in the month they are purchased. Minutes may not be carried over into subsequent months. There is no refund or credit for unused minutes.

Audio Subscription Invoicing

Audio Services are prepaid for the applicable Subscription Term. Because international audio rates vary, Audio minute usage may be adjusted, based on international toll calls, whether call-in, call-back or "Call Me Back." The predefined ratio table under which Audio usage will be adjusted is available on the <u>Audio data sheet</u>.

Audio Service minutes purchased are considered "equivalent minutes," with the US originated Audio minute being one (1). That one (1) minute of Audio usage may be considered one (1) minute of Audio usage, or something more or something less than one (1) minute, depending on the origination or destination of the call and the applicable minute ratio. For example, if an Audio minute is used to call from the US to the UK, the per-minute usage is adjusted from one (1) actual minute to a percentage of the one minute data sheet ratio tables.

Audio Subscription Overages

There may be instances in any given month when the number of Audio minutes used exceeds the number of Audio minutes purchased under the Audio Subscription. In that case, you will be charged an overage ("Audio Overage"). You will be invoiced by Cisco WebEx for each minute of Audio used by each user in excess of number of Audio minutes purchased by Subscription for that specific month.

Because Cisco WebEx invoices and manages Audio Overages, you must execute an overage form provided by your Cisco account representative in order for the Audio Services to be activated.

Activation of the Audio Service

To activate the Service, Subscriber must register its Order via registration of the Product Activation Key ("PAK"). Subscriber will not be credited or refunded for any delay in activation. All Audio purchases are co-terminated to the corresponding Web Conferencing Services and will have a common end date with the data subscription.

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

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.

Active User

For Active User licensing model, the Subscriber must purchase a quantity of Toll Named Users equal to the total number of employees.

Employee Count

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

Named User

For Named Host licensing model, the Subscriber must purchase a quantity of Toll Named Users equal to the subscription quantity on the data service(s).

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.

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.

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 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.