

Service Description: Higher Education Active User Subscriptions

This document describes the Cisco WebEx Services sold through an Active User Subscription model by Cisco Authorized Resellers to authorized Higher Education Institutions.

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.

Sales via Authorized Reseller. You have purchased these Services through a Cisco Authorized Reseller, as such, this document is for informational purposes only; it is not a contract between you and Cisco. The contract, if any, governing the purchase 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/.

Supplemental Terms. Although you are purchasing the Services from a Cisco Authorized Reseller, use of the Services is governed by the [Cisco WebEx Supplemental Terms and Conditions](#) ("Supplemental Terms"). The Supplemental Terms are applicable to the Subscriber, even though the Subscriber purchases the Services from the Cisco Authorized Reseller. 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 your purchase agreement with the Cisco Authorized Reseller are applicable to this purchase and shall remain in effect.

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

Cisco's affiliate, Cisco WebEx LLC ("Cisco WebEx"), will provide the Active User 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 Higher Education Active User Subscriptions

Cisco WebEx offers a number of online collaboration solutions. The particular Cisco WebEx Service offered to U.S. colleges and universities under this Service Description via the Active User Subscription model is [Cisco WebEx Enterprise Edition with Messenger](#) (the “Higher Education Active User” subscription)

Higher Education Active User Subscriptions are offered only in the US and only to qualified institutions.

Defined Terms:

1. **Compliance Hold** shall mean the period of time needed by Cisco to review Subscriber's Order for accuracy and completeness.
2. **Employee** shall mean a member of either the administrative or academic staff that is employed (or whose services are retained as a contractor or adjunct professor or otherwise) on either a full or part time basis.
3. **Higher Education Institution** (or, “Institution”) shall mean a public or private institution that is considered to be a college or university.
4. **Student** shall mean an individual not considered an Employee that is registered as a full or part student (undergraduate or post-graduate), at all times. Alumni, former students, potential students, or students on an extended leave or indefinite absence are not eligible for a Student Meeting Center Subscription.
5. **Student Meeting Center Subscription** shall mean the Meeting Center Service offered to Students, which is available only in conjunction with the Institution's purchase of Services under this Service Description.

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 telephone 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>.

Higher Education Active User Subscription Details

1. **Active User** is the business subscription model under which you are purchasing the Cisco WebEx Service. Active User is suitable for you if you have a large Staff (greater than 100 Employees), and you wish to (a) make the Service generally available, without having to purchase each Staff member an individual service account, and (b) pay for services based off the number of users who make active use of those Cisco WebEx Services. The provision of services by Cisco WebEx assumes that all parties will comply with the following terms.

2. **Subscription Model**

- a. **Active User Defined.** Under the Active User Subscription model, your Institution (which is purchasing the Services as the “Subscriber”) must purchase a Named User subscription license for each member of your Staff. Active Users are those Named Users that hold one (1) or more meetings in a month using the Cisco WebEx Services. Holding one (1) or more meetings in any given month means the Named User is active in that month, that is, an Active User. “Named User” accounts are individualized accounts assigned to a Employee. Named

User accounts may not be shared or used by anyone other than the one Employee to whom the Named User account is assigned. The identification of those individuals assigned a Named User account 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 "Manage Hosts" list (the "List"). The List will be maintained by the Subscriber's Site Administrator and provided to Cisco WebEx upon request. 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 WebEx's prior written approval.

b. Active User Usage

Active Users can hold an unlimited number of meetings, provided that each Active User may hold no more than one (1) meeting at any point in time. Each meeting must be hosted by a Named User and is limited to the maximum number of participants, "Capacity," which depends on the Cisco WebEx Service purchased. For example, if the Capacity is 1,000, the maximum number of attendees is the host (1) and no more than 999 participants.

c. Calculation of Subscription Quantity

You do not have to pay for each Named User account issued. However, you will always pay a **minimum subscription fee (see Section 5 – Calculation of Minimum Subscription Fee)**, which is based on **the greater of** (a) a percentage of the total number of Employees, or (b) a determined number of Active Users. Prior to the end of each Subscription Term, WebEx will calculate the minimum subscription fee for the next Subscription Term based on the Subscription Quantity derived over that Subscription Term. The new minimum subscription fee will then apply to the next Renewal Term, starting with the first billing period of that next Renewal Term.

d. Calculation of the Minimum Subscription Fee

<u>First Subscription Term – Subscription Quantity:</u>	<u>All Subsequent Subscriptions Terms – Subscription Quantity</u>
<p>Either,</p> <p>For a new Subscription – the greater of:</p> <ol style="list-style-type: none"> 1. 10% of the total number of Employees 2. 100 Active User accounts <p>Or</p> <p>For a conversion from an existing Cisco or Cisco WebEx subscription to this Active User subscription model– the greater of:</p> <ol style="list-style-type: none"> 1. 10% of the total number of Employees, 2. 100 Active User accounts, or 3. The Active User Average (defined below). 	<p>The greater of:</p> <ol style="list-style-type: none"> 1. 10% of the total number of Employees, 2. 100 Active User accounts, or 3. The Active User Average (defined below).

The Subscriber agrees to prepay minimum subscription fee at the beginning of the each Subscription Term. Insufficient prepayment funds do not relieve Subscriber of any payment obligations arising under the terms and conditions of any WebEx purchase, entered into either prior or subsequent to execution of the prepayment obligation.

e. Active User Average

After the completion of the next to last month of the Subscription Term, Cisco WebEx will calculate the average number of Active Users in the immediately preceding three (3) month period to determine the "Active User Average." An Active User Average is used in the calculation of the minimum subscription fee, above.

f. Organic Growth in the Number of Named Users

The Active User subscription model includes an accommodation for organic growth in the Higher Education Named User population of twenty percent (20%) over the term of the contract. Organic growth, in this case, is considered to be increased staffing levels that take into account anticipated development of the Institution. If, at any time, the then-current Higher Education Named User count exceeds twenty percent (20%) of the initially identified Higher Education Named User count, you are obligated to notify Cisco WebEx of the increased number of Employees to which Named User accounts must be issued. Cisco WebEx will provide you an updated Order reflecting change to the applicable Service fees based on the increased number of Named Users that may become Active Users. You will be expected to executed and return the updated Order within ten (10) days of Cisco WebEx forwarding you the material via email.

g. Subscription Terms

Higher Education Active User Subscriptions are purchased for one (1), two (2) or three (3) or five (5) year **"Subscription Terms."** A purchase of a Higher Education Active User 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").

h. Service Activation The Services will be provisioned and activated in the following manner:

- i. Upon release of the Order from the Compliance Hold, the Subscriber will receive an information document containing a link to the applicable provisioning form.
- ii. The Subscriber must submit a complete and accurate provisioning form within the Activation Grace Period.
- iii. The Activation Grace Period is the period of time from the date of purchase until Cisco has received the provisioning form.
- iv. The Activation Grace Period can be no more than 90 days.
- j. 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.

k. 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 Active User Subscription to renew the Service. The new Higher Education Active User 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.

Cisco WebEx Student Meeting Center (8) Named User Subscription Details

Included with your purchase of Higher Education Active User Subscriptions is an option to bundle up to ten thousand (10,000) Cisco WebEx Meeting Center (Capacity 8) Named User accounts which will be managed by the Institution's Site Administrator on a separate Student Meeting Center micro site. Access to which be distributed to any qualified Student. A Student is qualified if he or she meets the definition, above. The Institution's Site Administrator will provision the Student accounts and determine eligibility. The Subscriber may not charge Students a fee for using the Services.

Irrespective of the total number of the actual Student population at any Institution, Subscriber may not obtain more than 10,000 Student accounts.

Also, if the Student population at any Institution is less than 10,000, the Subscriber may not access or provision any unclaimed or unpopulated accounts to non-Students, or other individuals or entities having some sort of affiliation, or no affiliation at all, with the Institution.

1. Named User Terms of Use for Meeting Center (8)

- a. Similar to the Named User definition applicable to the Institution (above), a qualified Student 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.

b. While the Named User may have unlimited Meetings, the number of participants of any one Meeting may be no more than eight (8) participants in any given Meeting, including the Meeting host (the Student).

c. 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. Meetings are system-limited to either (8) participants including the Named User. The system will not allow a 9th participant and no Overage billing model is available.

d. 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. User identifications or screen names must be issued by the Institution and have characteristics that are specific to the Institution and are non-transferable.

2. User Requirements

a. Students may use the Service hereunder only if the Student uses the Services for Institution activities and purposes.

b. Each Student must continually meet the Student criteria as set forth in this Service Description in order to continue to access the Services through its Meeting Center (8) site. If at any time during the Subscriber Term, the Student becomes disqualified, for whatever reason, the Site Administrator must immediately close the Student's account and notifies Cisco WebEx of such account change within ten (10) days of the Student's departure.

3. Subscription Terms

Student Meeting Center accounts are only available with a Subscriber's purchase of a Higher Education Active User Subscription. Student Meeting Center accounts are not available on a stand-alone basis. Student Meeting Center accounts must be co-terminus with the Subscriber's purchase of the Higher Education Active User Subscription. Co-terminus means that the duration of any Student Subscriber Term must be simultaneous with Subscriber's Higher Education Active User Subscription. The termination date of the Subscriber Higher Education Active User Subscription will constitute termination of all Student Meeting Center accounts, irrespective of any remaining days of the Subscription Term or Student's status.

VoIP (VoIP over Internet Protocol)

VoIP Description

Integrated VoIP 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.

Storage Description Offering and Overage

This storage offer provides 50 GB of storage aggregated across all users ("Storage"). Storage is used 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 may be available through your Cisco Authorized Reseller. Student Meeting Center accounts do not include Storage.

"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 and/or Students, providing an account to a non-Employee and/or a Non-Student, or misrepresenting the total number of Employees.



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