# Service Description: Cisco WebEx Named User Subscription Services for SMB

# This document describes the Cisco WebEx Services sold through the Named User Subscription Service model by Cisco Systems, Inc. and Cisco Authorized Resellers.

**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 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/.

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

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 selected Cisco WebEx Services 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 Named User Subscriptions**

The Following Cisco WebEx Services are offered as a Named User Subscription:

#### Web Conferencing

#### Cisco WebEx Meeting Center (Capacity 8, 25, 100)

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.

## Service 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 <a href="http://support.webex.com/support/support-overview.html">http://support.webex.com</a>. Support is available for the duration of your Subscription. Additional Information on Support Services for WebEx Subscribers may be found at <a href="http://support.webex.com/support/support-overview.html">http://support.webex.com/support</a>.

#### **Cisco WebEx 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.

**Commercial Terms** 

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

• "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.

## Named Host Rules

• A Named Host may host an unlimited number of meetings using the Service; provided that a Named Host may only host one (1) meeting at any point in time.

• Each meeting must be hosted by a Named Host and is limited to the maximum number of meeting participants as determined by the Capacity of the Cisco WebEx Service, addressed in "Capacity Count for Cisco WebEx Meeting Center Services".

• Named Host accounts are individualized and may not be shared or used by anyone other than the one employee to whom the Named Host account is assigned. The identification of Named Hosts must be unique to an individual and may not be of a generic nature.

• Subscriber shall identify those Employees assigned to Named Host accounts on the "Managed Hosts" 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 Host account may not be transferred to another Employee except upon (a) termination of the Named Host's employment with Subscriber, or (b) in all other instances, Cisco's prior written approval.

# Named User Terms of Use

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

• Subscriber shall identify those Employees assigned to Named User accounts on the "Managed Hosts" 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.

• A Named User may host an unlimited number of meetings. However, a Named User may only host one (1) Cisco WebEx meeting at a time. That is, Named Users may not host multiple meetings simultaneously. Only Employees with Named User accounts may host meetings.

## Minimum Purchase Requirement

Under the Named User Subscription model you must purchase a minimum quantity of Named Users.

• For Cisco WebEx Meeting Center, the minimum Named User order quantity for Meeting Center (Capacity 8) is one (1) Named User.

• For Cisco WebEx Meeting Center, the minimum Named User order quantity for Meeting Center (Capacity 25) is one (1) Named User.

• For Cisco WebEx Meeting Center, the minimum Named User order quantity for Meeting Center (Capacity 100) is one (1) Named User.

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# Capacity Count for Cisco WebEx Meeting Center Based Products

• For meeting-based products, there is a limit on the number of meeting participants that may attend each meeting. That limit is referred to as the meeting "Capacity".

• The number of meeting participants that may attend each Cisco WebEx meeting depends on the Capacity of the Cisco WebEx Services you are buying. For example,

- For each Cisco WebEx Meeting Center (Capacity 8) meeting hosted by a Named User, no more than 8 meeting participants may attend. That is, the one (1) Named User host and 7 meeting participants.
- For each Cisco WebEx Meeting Center (Capacity 25) meeting hosted by a Named User, no more than 25 meeting participants may attend. That is, the one (1) Named User host and 24 meeting participants.
- For each Cisco WebEx Meeting Center (Capacity 100) meeting hosted by a Named User, no more than 100 meeting participants may attend. That is, the one (1) Named User host and 99 meeting participants.

• If any Named User's meeting exceeds the meeting Capacity, you will be charged for "Capacity Overage". The Capacity Overage fee will be invoiced at a per participant rate, in excess of the Capacity, on a per instance basis. Capacity Overage fees will be billed monthly in arrears.

• Capacity Overage is a default setting. You may disable the Capacity Overage option. However, if Capacity is reached and the Capacity Overage option has been disabled, additional meeting invitees will be precluded from joining.

# Add-On Cisco WebEx 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. Some Additional Features are billed on a per use basis. Others are available as a Subscription. 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.

Because Additional Features must be co-terminus with the Web Conferencing Service, that is, Additional Features may not be purchased on their own, the termination date of the Web Conferencing Service will constitute termination of any Additional Feature subscription or use, as applicable, irrespective of any remaining time on the Additional Feature Subscription.

## Spark

# **Spark Message Description**

Spark Message is a secure place for teams to create unlimited rooms where users can message, share content and meet face to face in an open space, accessible from any device. Spark Message is available with the purchase of Cisco WebEx Messenger. Spark Message is not sold as a standalone offer. Subscriber will receive included Spark Message Storage with purchase. Each Named User will be provide 5GB of Spark Message Storage included with the Cisco WebEx package purchased.

Spark Message Offering (the cost-based Spark Message offer) includes all features in Spark Message Free, plus:

- Room moderation and compliance exports
- Incremental storage capacity
- Single sign-on (SSO)
- Directory integration
- User Management
- Live Support
- Analytics

## Spark Message Overage

Spark Message Overage Storage is Storage used in excess of the Spark Message Included Storage. The Spark Message Overage Storage option is automatically enabled at the time of configuration and cannot be disabled or removed. If the Subscriber's Storage usage exceeds the allotted Spark Message Included Storage the Subscriber will be charged the Spark Message Overage Storage fee monthly in arrears in the next billing cycle.

Spark Meet Offering (the cost-based Spark Meet offer) includes all features in Spark Meet Free, plus:

- Meetings in rooms will accommodate up to 25 Participants
- Available with WebEx Meeting Center or WebEx Enterprise Edition (based on package purchased)

As with all Additional Features, Spark Meeting is not offered on a stand-alone basis, and will co-terminate with Subscriber's underlying subscription.

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

#### **VoIP Description**

Integrated VoIP (Voice over Internet Protocol) is an audio feature that sends audio from a meeting over the Internet, instead of a telephone connection. 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 VoIP license purchased.
- Up to 500 attendees may have access to VoIP in a single meeting.

• VoIP supports up to 7 active microphones, each microphone, 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, VoIP will not be provisioned.

# 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 with the Meeting Center and Enterprise Edition offerings.

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 one (1) GB additional increments thereafter. Subscribers have the ability to purchase Add-on Storage at the time of ordering or as a change request at a later date. Controlled Doc. #EDM-119658399 Ver: 3.0Last Modified:4/28/2015 11:28:24 PM CISCO CONFIDENTIAL Named User Subscription Service SMB\_042815.doc

• "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 you do purchase the Overage Storage options, and the Subscriber's Storage usage exceeds the allotted Included Storage and purchased Add-on Storage Subscriber will be charged the Overage Storage fee monthly in arrears in the next billing cycle.

# **Storage Offerings**

• Included Storage: This offer provides 10 GB of secure Included 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.

#### WebEx Audio

#### WebEx Audio Description

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

WebEx 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 WebEx Audio Services include bridge and call features, the rate plan (discount table), ISO country and zone.

WebEx Audio Service 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 WebEx Audio Services.
- **Toll and Toll-free Callback**: Participants may join a WebEx Conferencing Service online meeting using the WebEx 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).

# WebEx Audio Offerings

• **Uncommitted Billing**: Invoiced monthly in arrears, based on actual usage over the billing period. WebEx Audio Services per use fees are subject to change due to regulatory requirements over which Cisco has no control. 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. WebEx Audio Service usage in excess of committed amounts (Overages) will be invoiced monthly in arrears at the contractual committed billing rate. Committed minutes that are not used by Subscriber during the month for which the minutes were committed may not be carried forward into the

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next month. Rates associated with an audio commitment supersede the per use fees for the corresponding telephony service.

# **Toll Named Users**

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.
- Toll Named Users will be sold only in conjunction with monthly billings commit telephony, monthly true up billings commit telephony or basic telephony only.

# Volume Commitment

For Named User 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 available in twelve (12) month subscription terms.

#### Not Standalone

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. 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)

# **Cloud Connected Audio Description**

Cisco offers optional Cloud Connected Audio Services outlined below ("CCA Audio Services") as a fully-integrated solution with WebEx Conferencing Services. CCA Audio Services and WebEx Audio Services are separate offerings with different features and functionalities.

CCA Audio Services provide cloud based audio conferencing using IP peering connection, delivered over a hybrid deployment model. It extends the functionality of the Cisco Unified Communications Manager, and incorporates premise based equipment to connect Subscriber to a Cisco Collaboration Cloud data center via dedicated SIP trunks. Call routing is performed on-premises, call signaling and audio traffic occurs over the IP link, and call mixing is done in the cloud.

# Cloud Connected Implementation Period

CCA Audio Services are subject to an integration and implementation Period ("Implementation Period"). CCA Audio Services require provisioning of several additional components, including the circuits between Subscriber's and Cisco WebEx's data centers. During the Implementation Period, the initial Subscription Term for CCA Audio Services 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. Upon expiration of the Implementation Period, the Subscription Term will begin.

Should the Subscription Term for the Web Conferencing Services purchased by Subscriber in conjunction with its purchase of CCA expire prior to the conclusion of Subscribers CCA Subscription Term, because of an Implementation Period extending into the WebEx Conferencing Services Subscription Term, the WebEx Conferencing Service Subscription Term will need to be extended to align with the CCA Subscription. The termination date of the web conferencing services will constitute termination of the CCA subscription, irrespective of any remaining days of the Subscription Term, and the subscriber will be charged an early termination fee of 15% of the remaining balance of their contract.

## **CCA Customer Requirements**

The CCA Audio 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 provisioning of the CCA Audio Service by Cisco assumes that the Subscriber will purchase and meet the requirements outlined in the CCA Audio Service data sheet.

# **CCA Audio Offerings**

- **Ports**: The CCA Audio Service is sold on a 'ports' basis ("Ports"). Ports are invoiced monthly in advance for the duration of the Subscription Term. Each User may access a "CCA Port" at any point in time. However, Subscriber's and its Users' use of the CCA Audio 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.
- **Overage:** Invoiced monthly in arrears at the contractual committed billing rate. There may be instances in any given month when the number of CCA Ports used exceeds the number of CCA Ports purchased under the CCA Audio Service Subscription. CCA Ports Overage for any given month is the highest number of CCA Ports in use at any one time during that monthly billing period in excess of number of CCA Ports purchased by Subscription. CCA Overage is required when CCA Audio Services are added to the Subscription.

# Cisco Collaboration Meeting Rooms ("CMR") Cloud

#### Description

Cisco CMR Cloud is offered as an add-on Service option to a Cisco WebEx Meeting Center or Enterprise Edition Subscription purchase.

As a cloud-based video conferencing service, CMR Cloud couples WebEx Personal Rooms and the cloud-based WebEx Video Bridge into one meeting experience. The Service is accessible from any standards-based video device.

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	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$
Active User		$\checkmark$	$\checkmark$	
Employee Count			٦	

In regards to this particular web conferencing Named User Service Description, CMR Cloud is available under only the Named User business model. CMR Cloud Active User and Employee Count is not available with Meeting Center Named User web conferencing.

# 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 Named User Meeting Center 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.

• 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.

# Deployment Support Applicable to all CMR Cloud Business Models

Cisco WebEx Technical Support does not provide assistance for customers setting up their CMR Cloud Services or equipment when establishing the initial CMR Cloud configuration and connectivity to WebEx. WebEx Technical Support provides assistance to customers only upon equipment deployment and used the WebEx Services successfully, on at least one (1) occasion.

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 the customer's third party video or video control equipment.

## 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.

# **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 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.