



AMS.NET
Technology Solution Provider

**CISCO FLEX PLAN SUBSCRIPTION AGREEMENT:
Cisco Flex Plan Subscription - 4 Year**

**City of Fresno
Quote #Q-00058176**



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TABLE OF CONTENTS

Introduction	Pg. 2
Billing Information	Pg. 3
Customer Responsibilities	Pg. 4
Proposal	Pg. 5-6
Payment Terms and Conditions	Pg. 7-10
Exhibit B: Complete Offer Description	Pg. 11-18



INTRODUCTION

Cloud services offered include: Webex Cloud Calling, Webex Teams, Webex Teams File Storage, Cloud Video Device Registration (*including Webex Board*), Webex Hybrid Services and Webex Meetings.

In an on-premised deployment, Cisco offers: Webex Teams, Webex Teams File Storage, Cloud Video Device Registration, Webex Hybrid Services and Webex Meetings, Cisco Unified Communications Manager, Cisco Unity Connections, Cisco Emergency Responder, Cisco Expressway, Cisco Jabber, Cisco Unified Attendant Consoles, and Common Area Device License.

Please refer to Customer Price Quote and chart below for the features included in your contract.

Cisco Collaboration Flex Plan Features

Features Included in Collaboration Flex	Cloud	On-Premise
Cloud Calling	-	-
Webex Teams	-	-
Webex Meetings	-	-
Webex Teams File Storage	20GB	-
Cloud Video Device Registration	✓	-
Webex Hybrid Services	✓	-
Cisco Unified Communications Manager	-	✓
Cisco Unity Connections	-	✓
Cisco Emergency Responder	-	✓
Cisco Expressway	-	✓
Cisco Jabber	-	✓
Cisco Unified Attendant Consoles	-	With EA
Common Area Device License	-	With EA



Billing Information:

AMS.NET will invoice against the contract once Purchase order is received and processed by AMS.NET. Failure to pay invoices may lead to cancellation of manufacturer subscription and early termination penalty.

SaaS Contract Cost Summary:

Contract Term	4 Year
Billing Term	Annual

Monthly Total	\$10,577.20
Annual Total	\$126,926.40
Total	\$507,705.60

Each contract has an annual adjustment period process to calculate and bill for overconsumption. At the end of each contract year, any additional licenses added during the prior year will be calculated and added to the contract. At the end of the initial term, current agreement/subscription can be renewed by emailing a new purchase order to Mike Bruington, at mbruington@ams.net. To cancel your subscription at the end of the initial term, please notify Mike Bruington by email, no later than 45-days prior to end-of term. If we do not hear from you by 45-days prior to end-of term, your subscription will be automatically cancelled. We are required to give the manufacturer partner a 30-day cancellation notice.

AMS.NET will invoice against the original contract once a Purchase Order is received and processed by the AMS.NET internal team. Failure to pay invoices may lead to cancellation of the manufacturer subscription and early termination penalties may apply. In order to renew the subscription, please email a purchase order for the renewal term to Mike Bruington at mbruington@ams.net, in writing 45-days prior to the end-of-term. AMS.NET will send out customer reminders notifying them of the impending renewal and the customer must provide purchase order for the renewal term to AMS.NET, Mike Bruington at mbruington@ams.net, in writing 45-days prior to the end-of-term to avoid cancellation. Customer is subject to early termination fees for the remaining value on the contract if contract is terminated before the contract end date.

Customer Responsibilities:

- Customer must provide minimum 10MB internet connection, with access to Cisco Webex Cloud



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- Customer must allow Cisco Webex traffic through firewall
- Customer must provide hardware/VMWare environment for all on-premise applications
- Customer is responsible for PSTN access
 - Cloud deployments must use one of Cisco Preferred Partners
 - On-premise PSTN access supports SIP, PRI and Analog Integrations
- Customer responsible for updating E911 information
- Customer responsible for proper network configuration to support VoIP including but not limited to: QoS, VLAN, routing, etc.
- Customer responsible for any certificates that may be required

AMS.NET is not responsible for service or SLA agreement degradation delays due to lack of customer compliance with the above items



Customer Price Quote

Customer

City of Fresno
2600 Fresno St Rm 1059
Fresno CA, 93721-3620 US
ATTN: Bryon Horn

Quote Description

Cisco Flex Plan Subscription - 4 Year
FOCUS Contract: 2021092

Quote

#Q-00058176

Estimated Contract Start	12/4/2021
Estimated Contract Expiration	12/3/2025
Contract Term	4 Year
Billing Term	Annual
Modified	11/30/2021
Account Mgr.	Greg Jaramishian
AM Phone	(562) 236-5325
AM Email	gjaramishian@ams.net
Inside Account Mgr.	Mike Bruington
IAM Phone	(925) 245-6165
IAM Email	mbruington@ams.net

Line	Item Description	Qty	Service Term	Unit Price	Qty Months	Extended Price
1	A-FLEX-EAPL1 EA On-Premises Calling Tier 1 (1)	2000	1 Year	\$4.52	12	\$108,480.00
2	A-FLEX-PJXPC Flex CC On-Premises UCCX Premium Concurrent Agent	4	1 Year	\$25.20	12	\$1,209.60
3	A-FLEX-PJXSC Flex CC On-Premises UCCX Standard Concurrent Agent	76	1 Year	\$18.90	12	\$17,236.80
4	A-FLEX-EAPL1 EA On-Premises Calling Tier 1 (1)	2000	1 Year	\$4.52	12	\$108,480.00
5	A-FLEX-PJXPC Flex CC On-Premises UCCX Premium Concurrent Agent	4	1 Year	\$25.20	12	\$1,209.60
6	A-FLEX-PJXSC Flex CC On-Premises UCCX Standard Concurrent Agent	76	1 Year	\$18.90	12	\$17,236.80



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7	A-FLEX-EAPL1 EA On-Premises Calling Tier 1 (1)	2000	1 Year	\$4.52	12	\$108,480.00
8	A-FLEX-PJXPC Flex CC On-Premises UCCX Premium Concurrent Agent	4	1 Year	\$25.20	12	\$1,209.60
9	A-FLEX-PJXSC Flex CC On-Premises UCCX Standard Concurrent Agent	76	1 Year	\$18.90	12	\$17,236.80
10	A-FLEX-EAPL1 EA On-Premises Calling Tier 1 (1)	2000	1 Year	\$4.52	12	\$108,480.00
11	A-FLEX-PJXPC Flex CC On-Premises UCCX Premium Concurrent Agent	4	1 Year	\$25.20	12	\$1,209.60
12	A-FLEX-PJXSC Flex CC On-Premises UCCX Standard Concurrent Agent	76	1 Year	\$18.90	12	\$17,236.80

Order Summary

Monthly Total	\$10,577.20
Total	\$507,705.60



Sign and return this page to your account manager to accept this proposal for Cisco Flex Plan Subscription.

I, the undersigned (“Customer”), hereby accept this Proposal for SaaS Services(s) as detailed in the quote number **Q-00058176**. I also agree to the following:

Terms and Conditions

Payment Conditions	
<input type="checkbox"/>	Yes , Customer chooses to purchase SaaS services from AMS.NET. Customer understands that Customer will be responsible to pay the full costs of the services until contract has expired. Fees are non-refundable and payment obligations are non-cancelable, except as provided in your purchase terms or where prohibited by law.

Term: 4 Year

Customer has the option to renew after this contract expires using the terms of the Master Services Agreement. The Cisco Systems Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively “Agreement”). Both the terms in this Agreement and the Agreement between you and Cisco Systems for the Cloud Service(s) must be accepted.

Year 4 Cost - Quote Total	Qty	Service Term	Unit Price	Qty Months	Extended Price
A-FLEX-EAPL1 EA On-Premises Calling Tier 1 (1)	2000	1 Year	\$4.52	12	\$108,480.00
A-FLEX-PJXPC Flex CC On-Premises UCCX Premium Concurrent Agent	4	1 Year	\$25.20	12	\$1,209.60
A-FLEX-PJXSC Flex CC On-Premises UCCX Standard Concurrent Agent	76	1 Year	\$18.90	12	\$17,236.80
A-FLEX-EAPL1 EA On-Premises Calling Tier 1 (1)	2000	1 Year	\$4.52	12	\$108,480.00
A-FLEX-PJXPC Flex CC On-Premises UCCX Premium Concurrent Agent	4	1 Year	\$25.20	12	\$1,209.60
A-FLEX-PJXSC Flex CC On-Premises UCCX Standard Concurrent Agent	76	1 Year	\$18.90	12	\$17,236.80
A-FLEX-EAPL1 EA On-Premises Calling Tier 1 (1)	2000	1 Year	\$4.52	12	\$108,480.00
A-FLEX-PJXPC	4	1 Year	\$25.20	12	\$1,209.60



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Flex CC On-Premises UCCX Premium Concurrent Agent					
A-FLEX-PJXSC Flex CC On-Premises UCCX Standard Concurrent Agent	76	1 Year	\$18.90	12	\$17,236.80
A-FLEX-EAPL1 EA On-Premises Calling Tier 1 (1)	2000	1 Year	\$4.52	12	\$108,480.00
A-FLEX-PJXPC Flex CC On-Premises UCCX Premium Concurrent Agent	4	1 Year	\$25.20	12	\$1,209.60
A-FLEX-PJXSC Flex CC On-Premises UCCX Standard Concurrent Agent	76	1 Year	\$18.90	12	\$17,236.80

Monthly Total	\$10,577.20
Annual Total	\$126,926.40
Total	\$507,705.60



This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, .pdf or other electronic means will be as binding and effective as delivery of a manually executed counterpart to the Agreement.

By signing below, each of the Parties, intending to be legally bound thereby, agrees to the terms of this Agreement.

<p>Submitted by</p> <p>AMS.NET, Inc.</p> <p>Signature</p> <hr/> <p>Name</p> <hr/> <p>Title</p> <hr/> <p>Date</p> <hr/>	<p>Acknowledged and Agreed</p> <p>City of Fresno</p> <p>Signature</p> <hr/> <p>Name</p> <hr/> <p>Title</p> <hr/> <p>Date</p> <hr/>
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Payment Terms and Conditions:

1. AMS.NET will require a Purchase Order referencing this Quote # and an authorized representative must sign this proposal.
2. Payment Terms are NET 30. Payments made beyond 30 days are subject to a finance charge of 1.5% per month. Customer agrees to pay all collection costs and attorney fees or late payments if applicable. . In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect services already received.
3. Shipping charges and sales tax will not be added to this order as these services on non-taxable.
4. The laws of the State of California will apply to this sale.
5. The term "start date" means the first business day on which the service starts. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the start date. Seller shall use its best efforts to make timely delivery of start date. HOWEVER, ALL STATED DELIVERY AND START DATES ARE APPROXIMATE AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER SHALL, UNDER NO CIRCUMSTANCE, BE DEEMED TO BE IN DEFAULT HEREUNDER OR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR COMMERCIAL LOSS RESULTING FROM DELAYS IN DELIVERY OF START DATE.
6. Early Terminate Fee (ETF): Customer is subject to Early Termination fees for the remaining value on contract if contract is terminated before the contract end date. AMS will deduct contract total minus total paid by customer to calculate value of the ETF. ETF Payment terms are subject to same payment terms listed above.
7. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) You purchase from Cisco or an Approved Source and is between You and Cisco. The Universal Cloud



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Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, You agree to the terms of this Agreement. If You do not have authority to enter into this Agreement, or if You do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If You determine that You cannot comply with the terms of this Agreement after You have paid for the Cloud Service, You may terminate Your access to the Cloud Service for a full refund provided You do so within thirty (15) days of Your purchase.

8. AMS.NET will invoice against the original contract once a Purchase Order is received and processed by the AMS.NET internal team. Failure to pay invoices may lead to cancellation of the manufacturer subscription and early termination penalties may apply. Each contract has an annual adjustment period process to calculate and bill for overconsumption. At the end of each contract year, any additional licenses added during the prior year will be calculated and added to the contract. In order to renew the subscription, please email a purchase order for the renewal term to Mike Bruington at mbruington@ams.net, within 45-days of the end of the initial term. AMS.NET will send out customer reminders notifying them of the impending renewal and the customer must provide purchase order for the renewal term to AMS.NET, Mike Bruington at mbruington@ams.net, in writing 45-days prior to the end-of-term to avoid cancellation. Customer is subject to early termination fees for the remaining value on the contract if contract is terminated before the contract end date.

AMS.NET Tax ID: 94-3291626

C7 License: 763508



Offer Description: Cisco Collaboration Flex Plan

This Offer Description (the “**Offer Description**”) describes Cisco Collaboration Flex Plan. Your subscription is governed by this Offer Description and the Cisco End User License Agreement located at www.cisco.com/go/eula (or similar terms existing between You and Cisco) (the “**Agreement**”). Capitalized terms used in this Offer Description and not otherwise defined herein have the meaning given to them in the Agreement.

Table of Contents

1. Description	1	3.5. Cisco Webex Hybrid Services	5
1.1. Cisco Collaboration Flex Plan	1	4. Data Protection	5
1.2. Cisco Collaboration Flex Plan for Education	2	5. Support & Maintenance	5
1.3. Cisco Collaboration Flex Plan for Public Sector and FedRAMP	2	Exhibit A: Offer Description Supplement for Education Users	7
1.4. Cisco Webex Assist	2	Supplemental Terms and Conditions	7
1.5. Extended Security Pack	2	Supplemental License Model Terms	8
2. License Model Terms	2	Supplemental Terms and Conditions	8
2.1. Named User	2	Exhibit C: Offer Description Supplement for Webex Assist	9
2.2. Active User	2	Supplemental Description	9
2.3. Enterprise Agreement	3	Exhibit D: Cisco Calling Plans Policies	10
2.4. Shared Meetings	3	1. Emergency Calling Policy	10
3. Supplemental Terms and Conditions	3	1.1. Registered Location	10
3.1. Term	3	1.2. Emergency Call Routing	10
3.2. Restrictions on Use by Minor Children	3	1.3. Service Limitations	10
3.3. Geographic Terms and Restrictions	3	1.4. Liability	11
3.4. PSTN Requirement and Emergency Response Disclaimer	4	2. Limitation on Use of Cisco Calling Plans	11

1. Description

1.1. Cisco Collaboration Flex Plan

A Cisco Collaboration Flex Plan subscription allows You to flexibly deploy various Cisco Technology for Cisco-hosted, on-premises or partner-hosted deployments. Cloud Services offered in the plan include: Webex Meetings, Webex Calling, Webex Calling (formerly Cisco Spark Call), Webex Calling for SP, Unified Communications Manager Cloud, Webex app, Cisco FedRAMP Webex Meetings, and Unified Communications Manager Cloud for Government. In an on-premises or partner-hosted deployment, Cisco may offer the following Software: Cisco Meeting Server, Cisco Unified Communications Manager, and HCS.

Note that when You choose an on-premises or partner-hosted deployment, You will also receive Webex app (a Cloud Service).

The Cisco Technology may be available under one or more of the following license models: Named User (customer is obligated to pay per user); Active User (customer is obligated to pay for actual usage); Enterprise Agreement (customer is obligated to pay for enterprise-wide use); or Shared Meetings (customer is obligated to pre-purchase a fixed number of meetings). Each license model is further described in Section 2 below and reflected on the order You place with Your Approved Source. This Offer Description also applies to the Cisco Collaboration Spark Flex Plan, as well as all versions of the Cisco Collaboration Flex Plan offer.

1.2. Cisco Collaboration Flex Plan for Education

The Cisco Technology is offered to education Users, as described in Exhibit A.

1.3. Cisco Collaboration Flex Plan for Public Sector and FedRAMP

The Cisco Technology is offered to public sector Users, including FedRAMP Users, as described in Exhibit B.

1.4. Cisco Webex Assist

Cisco offers the Webex Assist Services to Webex Meetings Users, as described in Exhibit C.

1.5. Extended Security Pack

The Extended Security Pack includes access to Cloudlock for Webex. Please see the [Cloudlock Offer Description](#) for information related to Cloudlock.

2. License Model Terms

2.1. Named User

Your payment obligation and right to use the Cisco Technology is based on the number of Named Users on Your order, regardless of usage. A **“Named User”** is an employee or contractor given access to the Cloud Services and Software. Each Named User receives a unique account that may not be shared or used by anyone other than the designated employee or contractor. A Named User’s account may not be transferred to another person, except upon: (a) termination of the Named User’s employment or (b) Cisco’s prior written approval. You are solely responsible for the acts and omissions of, or any fees incurred by, Your Named Users.

2.2. Active User

The Active User license model provides your entire organization with access to Flex Plan Meetings. Your payment obligation is based on a minimum quantity of Active Users (**“AU Minimum”**) that may increase during the Usage Term as Your organization grows or Your usage of Meetings increases. Your initial total Meetings Entitlement is determined by the number of Knowledge Workers on your initial order. Your order must reflect at least 250 Knowledge Workers for You to be eligible to participate in the Active User license model.

At the beginning of the Usage Term, Your AU Minimum will be the greater of: 40 Active Users or 15% of Your Knowledge Workers (unless You are migrating from an existing subscription, in which case You will retain the number of Active Users on the order associated with Your existing subscription). Each Active User receives a unique account that may not be shared or used by anyone other than the designated employee or contractor.

Each annual Renewal Term, Cisco will measure your usage by calculating two meters: 1) Your Average Active Users; and 2) 15% of Your Deployed Knowledge Workers. This process is called a **“True Forward”**. If either meter is found to be greater than Your AU Minimum, Your AU Minimum will be increased to the greater of those two meters, and You will owe incremental True Forward fees for these additional Active Users for the remainder of the Renewal Term. A True Forward will never result in a reduction of Your Active User count. The defined terms used in this Section 2.2 mean the following:

“Knowledge Workers” means Your employees and contractors who use computing or communications devices capable of running the Cisco Technology as part of their duties performed on Your behalf.

“Deployed Knowledge Worker” means a Knowledge Worker who has a profile configured within the installed Cisco Technology provisioning platform and associates that profile with the applicable desk phone, any Jabber client, any Webex app client, mobile phone, video Device, or personal computing Device, as applicable.

“Active User” means a Knowledge Worker who accesses the Cisco Technology and hosts at least one Meeting.

“Average Active Users”, the average number of Active Users per month in months nine, ten, and 11 of the preceding year.

“Meeting” is a meeting initiated: (a) in Webex Meetings, Webex app, or Cisco Meeting Server; or (b) by phone using a Webex personal conferencing number regardless of whether Webex Meetings, Webex app, or Cisco Meeting Server is launched. An unscheduled meeting launched from a Webex app one-on-one space is not included as a Meeting.

2.3. Enterprise Agreement

The Collab Flex enterprise agreement license model is governed by the Cisco Enterprise Agreement Program Terms, which require Your acknowledgment when You place Your order.

2.4. Shared Meetings

Your payment obligation and right to use the Cisco Technology is based on the Concurrent Meetings Cap on Your order. The **“Concurrent Meetings Cap”** is the maximum number of cloud and on-premises meetings You are entitled to host simultaneously. You may host an unlimited number of meetings during Your Usage Term, provided that You do not exceed the Concurrent Meetings Cap. If You exceed the Concurrent Meetings Cap, You must pay for the additional meetings pursuant to the True Forward process in this Section 2.4. You must purchase a Concurrent Meetings Cap of at least one but no more than 25 combined cloud and on-premises meetings. No more than 250 of Your employees may be given access to Your cloud meetings.

A **“True Forward”** under this Section 2.4 is the process to determine the fees due for Peak Concurrent Meetings that exceed the Concurrent Meetings Cap on Your order. **“Peak Concurrent Meetings”** means the greatest number of meetings hosted simultaneously during the previous quarter of the Usage Term. Under the shared meetings license model, a True Forward is conducted quarterly beginning in the second quarter of Your Usage Term. If Your Peak Concurrent Meetings exceed the Concurrent Meetings Cap on Your order, Your Approved Source will bill You for the excess meetings. Your minimum payment obligation for the remainder of Your Usage Term will also increase to reflect the higher Peak Concurrent Meetings. A True Forward will never result in a reduction of Your Concurrent Meetings Cap.

3. Supplemental Terms and Conditions

3.1. Term

The initial term starts on the earlier of (a) the date the Software is made available for download or installation; or (b)(1) 30 days from the date Cisco notifies You that any portion of the Cloud Service is ready for You to start provisioning; or (b)(2) the date any portion of the Cloud Service has been provisioned, and lasts for the Usage Term.

3.2. Restrictions on Use by Minor Children

The Cloud Service is not intended for use by persons younger than the age of consent in their relevant jurisdiction (e.g. 13 years old in the United States under the US Children’s Online Privacy Protection Act of 1998, or 16 or 13 years old in the European Union as per Member State law) (**“Minor Children”**). Minor Children are not permitted to create an account to use the Cloud Service, and You will not authorize Minor Children to access the Cloud Service.

3.3. Geographic Terms and Restrictions

In accordance with global telecommunications law and regulations, the Cloud Service is currently available in the countries listed [here](#). If the Cloud Service is not available in a country, purchases will be restricted.

If You access the Cloud Service in Pakistan using integrated VoIP, You are responsible, and Cisco has no liability for, ensuring that Your internet service provider has the necessary authorizations to provide VoIP.

3.4. PSTN Requirement and Emergency Response Disclaimer

a. PSTN Requirement

In order to use Webex Calling, Webex Calling (formerly Cisco Spark Call), Webex Calling for SP or Unified Communication Manager Cloud for Government, You must purchase a PSTN local, long-distance, emergency dialing, and direct-inward-dial service from either (1) a Cisco-approved third-party service provider or (2) from Cisco as part of the Cisco Calling Plan, to be combined with the Cloud Service.

Once You have deployed the Cloud Service combined with PSTN from either a Cisco-approved service provider or from Cisco, You must ensure the collection of an emergency response location for Your Users, for purposes of their emergency calls to national or state-designated emergency numbers, as required in Your jurisdiction. In some jurisdictions, this may be limited to Your company address, regardless of Your Users' calling device, line, and location, unless they are directly provisioned and registered to the Cloud Service using their private address.

If You obtain PSTN service from Cisco via the Cisco Calling Plan, You are responsible for ensuring the collection of an emergency response location for all Users with PSTN connectivity at the time of service initiation and for informing Your Users of Cisco's Emergency Calling Notification and Limitations on Use policies (located in Exhibit D). You are also responsible for informing Your Users (including remote workers) of the need to update their emergency response location if the User's location changes or the User relocates the equipment used to access the Cisco-provided PSTN service. Please note that Cisco's [Numbering Policy](#) applies to Your Cisco Calling Plan.

b. Emergency Response Disclaimer

YOUR EMERGENCY RESPONSE LOCATION FOR PURPOSES OF EMERGENCY CALLS MAY BE LIMITED TO YOUR COMPANY ADDRESS. IT IS YOUR RESPONSIBILITY TO ADVISE YOUR AUTHORIZED USERS TO ALWAYS PROVIDE THEIR CURRENT LOCATION WHEN CALLING EMERGENCY SERVICES. IF YOUR BROADBAND CONNECTION, PSTN SERVICE, OR ELECTRICAL POWER FAILS OR IS TEMPORARILY SUSPENDED OR INTERRUPTED, OR ANY OTHER ISSUE INTERRUPTS YOUR NETWORK CONNECTIVITY, THE CLOUD SERVICE (INCLUDING EMERGENCY CALLS) WILL ALSO FAIL. CISCO WILL NOT BE LIABLE FOR ANY CLAIMS ARISING FROM FAILURE OF YOUR NETWORK CONNECTIVITY.

c. PSTN Disclaimer

When Cisco includes dial-in numbers (toll and/or toll-free) and call back features in connection with Webex Meetings offers, Cisco in some cases does not operate the underlying telecommunications facilities itself. In those cases, Cisco obtains these capabilities from authorized operators at the wholesale level and, Cisco is therefore reliant on the underlying authorized operator in connection with PSTN-related regulatory compliance.

d. Limitation of liability

The availability of certain features, such as transmission of an emergency response location or Your or Your User's telephone number, depends on factors outside of Cisco's control, including whether local emergency response centers support those features. Cisco disclaims all responsibility for the conduct of local emergency response centers, third parties engaged by You to facilitate emergency response location or other address updates, and all other third parties involved in the provision of emergency response services. As permitted by applicable law, You hereby release, discharge, and hold harmless Cisco (including its directors, officers, employees, contractors, licensors, and agents) from and against any liability relating to or arising from (1) any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency call, (2) Your inability to use a Cisco-provided PSTN service to contact emergency services, or (3) Your failure to make additional arrangements to access emergency services.

3.5. Cisco Webex Hybrid Services

Cisco Webex Hybrid Services allow You to connect Your existing on-premises infrastructure with the Webex cloud platform. If You choose to use Cisco Webex Hybrid Services, You will be required to download and install software applications on Your premises to enable integration with Cisco Webex (“**Hybrid Software**”). You will exercise exclusive control over the Hybrid Software in Your environment. You will maintain the Hybrid Software in a secured environment accessible only to Your Users and Authorized Third Parties. You will replace or patch Hybrid Software as new releases become available. You will implement and maintain appropriate technical and organizational measures designed to protect the Hybrid Software against accidental loss, destruction or alteration, unauthorized access, or unlawful destruction. Cisco recommends that You: (i) have an information security program that complies with generally applicable data privacy and security laws and regulations and is appropriate to the nature and scope of Your activities and services; (ii) conduct routine risk assessments of Your (or Your subcontractor’s) information security program; (iii) regularly employ a current version of industry leading virus and malware protection software; and (iv) otherwise follow industry best practices to protect Your network environment.

Some countries may consider operation of the Hybrid Software a regulated activity. You represent and warrant that You have obtained all requisite authority to operate the Hybrid Software. You agree that You will operate the Hybrid Software only in those countries where the Cloud Service is available and unrestricted as set forth in Section 3 above.

You agree that Cisco is not responsible for any and all loss, damages, liabilities, settlement, costs, and expenses (including legal expenses and the expenses of other professionals) incurred by You or any other party, resulting from Your breach or failure to follow the recommendations in this Section.

4. Data Protection

The applicable [Privacy Data Sheets](#) describe the Personal Data that Cisco collects and processes as part of the delivery of the Cloud Service to You. For further detail on how Cisco processes, uses and protects all categories of data, please visit [Cisco’s Security and Trust Center](#).

Accounts for Personal Use

If You create an account to use to the Cloud Service for personal use, Your employer’s policies will not apply to the data that You share while using the Cloud Service. However, if You use Your employer-issued email address and Your employer later purchases the Cloud Service from Cisco, You will be required to update the email address associated with Your account to a personal email address. Cisco recommends that You use Your personal email address to access the Cloud Service for personal use. If You want to change Your email address, You can do so by following these [instructions](#). If You do nothing, Your account and Personal Data will be controlled by Your employer and Your use will be subject to Your employer’s policies.

5. Support & Maintenance

The Cloud Service and Software include basic online support and phone support. Support will be provided by Cisco, except for Webex Calling for SP, HCS, and Unified Communication Manager Cloud for Government in which case support will be provided by Your third-party service provider. When support is being provided by Cisco, Cisco will respond as set forth in the table below and may require information from You to resolve service issues. You agree to provide the information requested and understand that a delay in providing the information to Cisco may delay resolution and response time.

Online Support allows access for support and troubleshooting via online tools, email and web case submission only. No telephone access is provided. Case severity or escalation guidelines are not applicable. Cisco will respond to a submitted case no later than the next business day during standard business hours.

Phone Support provides Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist by telephone, or web case submission and online tools with use and troubleshooting issues. Cisco will respond within one (1) hour for Severity 1 and 2 calls received. For Severity 3 and 4 calls, Cisco will respond no later than the next business day.

You will also have access to Cisco.com, which provides helpful technical and general information about Cisco products, as well as access to Cisco's on-line knowledge base and forums. Please note that access restrictions identified by Cisco from time to time may apply.

For Software, Cisco will provide (i) work-around solutions or patches to reported problems and (ii) major, minor, and maintenance releases of the licensed Software version, which can be accessed on Cisco Software Central. You may be required to update to the latest Software release to correct a reported Software problem.

The below table outlines Cisco's response objectives for submitted cases based on case severity. Cisco may adjust assigned case severity to align with the Severity definitions below.

Software Support Service	Technical Support Coverage	Response Time Objective for Case Severity 1 or 2	Response Time Objective for Case Severity 3 or 4
Basic with Phone Support	24x7 via Phone & Web	Response within 1 hour	Response within next Business Day
Basic with Online Support	Web	Response to all cases within next Business Day during Standard Business Hours	

The following definitions apply to this Section 5:

Response Time means the time between case submission in the case management system to support engineer contact.

Severity 1 means the Cloud Service or Software is unavailable or down or there is a critical impact to a significant impact to Your business operation. You and Cisco both will commit full-time resources to resolve the situation.

Severity 2 means the Cloud Service or Software is degraded or significant aspects of Your business operation are negatively impacted by unacceptable software performance. You and Cisco both will commit full-time resources during Standard Business Hours to resolve the situation.

Severity 3 means the Cloud Service or Software is impaired, although most business operations remain functional. You and Cisco both are willing to commit resources during Standard Business Hours to resolve the situation.

Severity 4 means minor intermittent functionality or performance issue, or information is required on the Cloud Service or Software. There is little or no impact to Your business operation. You and Cisco both are willing to provide resources during Standard Business Hours to provide assistance or information as requested.

Business Day means the generally accepted days of operation per week within the relevant region where the support will be performed, excluding local holidays as observed by Cisco.

Local Time means Central European Time for support provided in Europe, Middle East and Africa, Australia's Eastern Standard Time for support provided in Australia, Japan's Standard Time for support provided in Japan, and Pacific Standard Time for support provided in all other locations.

Standard Business Hours means 8am to 5pm Local Time (relative to the location of the Cisco TAC) on Business Days.

Exhibit A: Offer Description Supplement for Education Users

Supplemental Terms and Conditions

The following paragraphs are included at the end of Section 3 of the Offer Description:

Education Users

Cisco Collaboration Flex Plan for Education is intended for use by public or private institutions considered a school, college, university, or other education provider, under applicable law, regulation, or other government policy.

Obligations with Respect to Minor Children

As between You and Cisco:

You are solely responsible for providing notices to and obtaining appropriate consents from parents and guardians of Minor Children for the collection, use, and processing of Personal Information by You and Cisco in connection with the delivery of the Cloud Service;

You will provide such notices and obtain such consents before any collection, use, or other processing of Personal Information of Minor Children, and upon reasonable request will provide evidence of such notices and consents to Cisco in a timely manner; and

You will provide parents and guardians with the ability to request access, correction, deletion, or suppression of the Personal Information collected from Minor Children.

Exhibit B: Offer Description Supplement for Public Sector or Collaboration Flex Plan for FedRAMP

1. Supplemental License Model Terms

The first sentence of the second paragraph of Section 2.2 (Active User) in the Offer Description is replaced with the following for purposes of this Supplement:

Your order must reflect at least 250 Knowledge Workers and the greater of the following number of Active Users: (c) 40 Active Users; (d) 10% of Your Knowledge Workers; or (e) if You are migrating from an existing subscription, the number of Active Users on the order associated with Your existing subscription.

2. Supplemental Terms and Conditions

The following paragraphs are inserted at the end of Section 3 of the Offer Description:

2.1. FedRAMP-Authorized Cloud Services

Both Webex Meetings FedRAMP-Authorized and Unified Communication Manager Cloud for Government, have been certified by the Federal Risk and Authorization Management Program ("FedRAMP"). Personal Data processed in connection with Your Use of these Cloud Services is stored in the United States and not subject to international data transfers. If You have access to federal information, it is Your responsibility to ensure that such information is restricted to a FedRAMP-authorized environment and not accessed in connection with the Cloud Services that are not FedRAMP-authorized.

2.2. Disclaimer of Cisco's Liability Related to PSTN Traffic

When connecting to the Cloud Service from locations outside the United States, Cisco strongly recommends that You and Your meeting participants use integrated VoIP. You acknowledge that calls placed over PSTN are unencrypted and subject to local laws. If You use a PSTN connection and suffer harm resulting from the lack of encryption, You are solely responsible and Cisco disclaims all liability for any such harm.

Exhibit C: Offer Description Supplement for Webex Assist

Supplemental Description

The following paragraph is inserted at the end of Section 1.4 of the Offer Description as pertains to Webex Assist:

Cisco Webex Assist Services provide services through an assigned Cisco resource to assist in the use of Cloud Services to conduct Webex meetings, trainings and events. Cisco Webex Assist Services include Event Assist or Lifecycle Assist. Customer's personnel must be available during the course of the Services. Each service is further described in the order and the confirmed reservation. Reservations are required. Requests for reservations are not confirmed until Cisco Webex Assist sends a written confirmation. Additional charges apply to add-on services. In the event of cancellation of a confirmed reservation by customer, cancellation fees may apply. Your payment obligation is based on actual usage by Your Users together with any applicable cancellation fees.

Exhibit D: Cisco Calling Plans Policies

1. Emergency Calling Policy

Emergency calling from Your Cisco VoIP service operates differently than traditional emergency calling services. Cisco VoIP services allow You to make or receive telephone calls over the Internet to or from the public switched telephone network. Though VoIP services are similar to traditional telephone services, the nature of VoIP services creates unique limitations and circumstances for emergency calling.

1.1. Registered Location

Because a VoIP call can be made anywhere a User has an Internet connection, the caller's telephone number will not necessarily correspond with the caller's physical location. All customers must therefore provide Cisco with a "Registered Location" for each User when VoIP service is set up. The "Registered Location" is the street address where the Users will be using the VoIP service.

If You or Your Users move the equipment used to make VoIP calls to a new location, You or Your Users must immediately update the Registered Location with the new physical location of the device in YourControl Hub. If the Registered Location is not updated, any emergency calls made from the device may be sent to the wrong emergency response center and will transmit incorrect location information to emergency responders, delaying emergency assistance to Your Users. Customers with multiple Users are responsible for ensuring that an accurate and up-to-date Registered Location is maintained for each User, and that their Users are aware of how the Registered Location can be changed. There may be a delay in making the updated Registered Location available for routing and to emergency call centers.

You are responsible for notifying, and You agree to notify, any User or potential Users of Your VoIP services of the nature and limitations of emergency calls on the VoIP services described in this Policy.

1.2. Emergency Call Routing

Emergency calls through Your VoIP service will be handled differently than traditional phone service. When Your Users make an emergency call, Cisco and/or a third party service provider will attempt to automatically route Your User's call to the emergency call center corresponding to the Registered Location on Your or Your User's account. If Your User's call cannot be routed to the designated emergency call center, the call will be routed to a specialized call center. Your User may be required to provide a name, address, and telephone number to the specialized call center.

Cisco will attempt to automatically provide the emergency call center dispatcher or emergency service operator with the name, Registered Location and telephone number associated with Your or Your User's account. It is possible that the dispatcher receiving the call may not be able to capture or retain this information. Therefore, when making an emergency call, callers should always immediately inform the dispatcher of their location (or the location of the emergency, if different). If callers are unable to speak, the dispatcher may not be able to locate You if Your location information is not up to date.

Callers should remain on any emergency call until told to disconnect by the dispatcher, as the dispatcher may not have the caller's number or contact information. If a caller is inadvertently disconnected, the caller should call back immediately.

For technical reasons, including network congestion, it is possible that an emergency call will produce a busy signal or will take longer to connect when compared with traditional emergency calls.

1.3. Service Limitations

Emergency calling from Your VoIP service will not work in certain circumstances:

- If the equipment You or Your Users use to make VoIP calls fails or is not configured correctly;

- If You or Your Users are experiencing a power outage or an outage, suspension or disconnection of Your Internet service;
- If Your Cisco VoIP service has been terminated or suspended.

If You or Your Users are not comfortable with the limitations of emergency calls made using a VoIP service, Cisco recommends that You or Your Users consider an alternate means for accessing traditional emergency calling services.

1.4. Liability

We invite You to carefully review the limitations of liability included in the Offer Description with respect to Cisco's liability for emergency calling services.

2. Limitation on Use of Cisco Calling Plans

This policy on the limitations of use of Cisco Calling Plan ("Cisco VOIP") services covers all uses of Cisco VoIP services, including the use of any device, system, network, or account in connection with the services. It supplements the End User License Agreement, Offer Descriptions, terms of service, or other contracting documents for the provision and use of Cisco VoIP services. If You or Your Users violate any terms of this policy, Cisco may, in its sole discretion, immediately and without notice, terminate Your account, suspend or terminate access, or take any other appropriate action. Cisco may also, in its sole discretion, change this Limitations on Use policy from time to time, with such changes being effective upon posting at <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#~offer-descriptions>.

Cisco VOIP services may be used only for lawful, proper, and appropriate purposes. You shall not use Cisco VoIP services to engage in any of the following prohibited activities. Likewise, You shall ensure that Your Affiliates and Users do not use Cisco VoIP services to engage in any of these activities. Additionally, You shall not authorize, assist, or enable any third party to use Cisco VoIP services to engage in any prohibited activities including:

- Activity that is illegal or that promotes illegal activity or violence, including activity that is defamatory, harassing, threatening, abusive, libelous, malicious, deceptive, or fraudulent behavior
- Activity in connection or conjunction with any pornographic and/or adult entertainment industry purposes, regardless of whether such activity is lawfully permitted
- Misrepresentations as to identity or affiliation with any entity or organization
- Activity that threatens, exploits, or otherwise harms minors or that facilitates or supports human trafficking or terrorism
- Violating or infringing any intellectual property or proprietary rights of Cisco or others
- Unauthorized messages, advertising, or spam, including:
 - Posting multiple messages similar in content to Usenet or other newsgroups, listservs, forums, email mailing lists or other similar groups or lists
 - Conducting or forwarding surveys, contests, pyramid schemes, charity requests, or chain letters
 - Relaying email in an anonymous fashion or forging any TCP-IP packet header
 - Mailbombing, flooding, overloading, attacking, or otherwise interfering with a system or network
 - Sending unsolicited calls, messaging, or e-mailings (including without limitation, commercial advertising and informational announcements) if such unsolicited activities could reasonably be expected to or do in fact provoke complaints
- Harvesting, collecting, or gathering user data without consent
- Activity that is harmful or disruptive to Cisco VoIP services
- Attempting to circumvent restrictions on access, usage, or security of Cisco VoIP services
- Bulk call-in lines and auto-dialing or "predictive" dialing
- Repetitive and/or continuous messaging or calling to the same destination or number if such activity could reasonably be expected to or in fact does provoke complaints
- Long duration calls (defined as calls to the same number in excess of four continuous or cumulative hours within a 24 hour period) and/or calls placed to specific numbers/destinations for the purpose of

- generating charges or fees for or with a third party or any other calling activity that could be construed as traffic pumping or access stimulation
- Use of call Services in a manner that does not consist of uninterrupted live human voice dialog by and between natural human beings
 - Sell, reselling, subleasing, assigning, licensing, or sublicensing Cisco VoIP services or any component thereof or using or offering the same on a service-bureau or time-sharing basis
 - Using the Cisco VOIP services in any manner that violates industry standards or any third-party policies (including, without limitation, all of the applicable guidelines published by the CTIA (Cellular Telecommunications Industry Association), the Mobile Marketing Association, NENA (National Emergency Number Association), or any other applicable accepted industry associations, carrier guidelines or other similar or analogous industry standards, third party policies or requirements in any jurisdiction)
 - Without permission from the owner of a system or network, doing any of the following:
 - accessing the system or network,
 - monitoring data or traffic,
 - probing, scanning, and/or testing firewalls,
 - testing the vulnerability of a system or network or
 - breaching or bypassing any security or authentication routines of a system or network
 - Operating a server in connection with the Services in an “open relay” configuration (a configuration whereby a mail server processes email messages where neither the sender nor the recipient is a local user)
 - Use of an open telephone line as a monitoring, intercom, or similar service