

## Service Description: Cisco WebEx Active Host Subscriptions

This document describes Cisco WebEx Services sold in the Active Host Subscription model by Cisco Systems, Inc. and Cisco Authorized Resellers.

**Related Documents:** The following documents posted at: [www.cisco.com/go/servicedescriptions/](http://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.

**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/](http://www.cisco.com/go/servicedescriptions/).

For ease of reference, whichever agreement under which you are purchasing the Services will be referred to in this Service Description as the "purchase agreement."

Cisco shall, through its affiliate Cisco WebEx LLC ("Cisco WebEx"), provide selected Cisco WebEx Services described below for which Cisco has been paid, and continues to be paid, the appropriate fee.

### Cisco WebEx Active Host Subscriptions

The Following Cisco WebEx Services are offered as an Active Host Subscription:

- [Cisco WebEx Enterprise Edition \(Capacity 1000\) with Connect IM](#)
- [Cisco WebEx Meeting Center \(Capacity 1000\) with Connect IM](#)
- [Cisco WebEx Connect IM](#)

Cisco WebEx provides 24X7X365 technical support in English to our customers and their attendees. In addition, Cisco WebEx provides limited support in other languages via our global support solution. We can be contacted by phone or online via <http://support.webex.com>. Support is available for the duration of your Subscription. Additional Information on Support Services for WebEx Subscribers may be found at <http://support.webex.com/support/support-overview.html>.

Capitalized terms herein shall have the same meaning afforded under the above links, unless otherwise specified herein. The provision of Services by Cisco WebEx assumes that Subscriber will comply with the terms herein.

### Active Host Offer

**Active Host** is the subscription business model under which you are purchasing the Cisco WebEx Service. Active Hosts are suitable for you if you have a large number of Employees in your company (greater than 100), and you wish to (a) make the Service generally available, without having to purchase each Employee an individual service account, and (b) pay for services based off the number of users who make active use of those Cisco WebEx Services.

### Active Host Commercial Terms

#### Subscription Model

- You are the "Subscriber." A Subscriber is the company purchasing the Cisco WebEx Services, either directly or through a Cisco Authorized Reseller. Subscriber "Employees" are the full and part-time employees of Subscriber and its subsidiaries and affiliates. Employees do not include Subscriber's parent company.
- As a Subscriber, you are buying Active Hosts. Active Hosts are Named Hosts that hold one (1) or more meetings per month using the Cisco WebEx Services. Holding one (1) or more meetings means the Named Host is active, that is, an Active Host.
- "Named Host" accounts are individualized accounts assigned to an Employee. Named Host accounts may not be shared or used by anyone other than the one Employee to whom the Named Host account is assigned. The identification of those individuals assigned a Named Host account 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 "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 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 WebEx's prior written approval.

### Active Host Usage

Active Hosts can hold an unlimited number of meetings, provided that each Active Host may hold no more than 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 participants as determined by the Capacity of the Cisco WebEx Service offered. For example, Cisco WebEx Meeting Center (Capacity 1000) is limited to a maximum attendance of the host and no more than 999 participants.

### Employees

- "Employees" are the full and part-time employees of Subscriber and its subsidiaries and affiliates. Employees do not include Subscriber's parent company.
- Employees may include third-party contractors, only if (a) Subscriber allows the contractor to use the Services only for the benefit of Subscriber, (b) Subscriber does not charge the contractor for the use of the Services, (c) Subscriber is responsible for all fees incurred by such contractor; and (d) Subscriber shall take full liability for the actions of a contractor, and/or contractor's misuse of the Services.

### Calculation of Subscription Quantity

You do not have to pay for each Named Host account issued. However, you will always pay a **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 Hosts. Prior to the end of each Subscription Term, WebEx will calculate the minimum subscription fee for the next Subscription Term. This change in the Subscription Quantity will occur upon invoicing in the next billing period.

### Calculation of the Minimum Subscription Fee

The **minimum subscription fee** is based on the Subscription Quantity. The minimum subscription fee is billed monthly for the Subscription Term. The Subscription Quantity is calculated as follows

<p><b><u>First Subscription Term:</u></b></p> <p><b>Either,</b></p> <p><b>A new Subscription – the greater of:</b></p> <ol style="list-style-type: none"> <li>1. 5% of the total number of Students</li> <li>2. 100 Active Host accounts</li> </ol> <p><b>Or</b></p> <p><b>Conversion from an existing Cisco or Cisco WebEx subscription – the greater of:</b></p> <ol style="list-style-type: none"> <li>1. 5% of the total number of Students,</li> <li>2. 100 Active Host accounts, or</li> <li>3. The Active Host Average (defined below).</li> </ol>	<p><b><u>All Subsequent Subscription Terms:</u></b></p> <p><b>The greater of:</b></p> <ol style="list-style-type: none"> <li>1. 5% of the total number of Students,</li> <li>2. 100 Active Host accounts, or</li> <li>3. The Active Host Average.</li> </ol>
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### **Active Host Average**

Prior to conclusion of the then-current Subscription Term, Cisco WebEx will calculate the number of Active Hosts averaged over the immediately preceding three (3) month period to determine the “Active Host Average.” An Active Host Average is used in the calculation of the minimum subscription fee, below.

### **Organic Growth in the Number of Employees**

The Active Host Subscription includes an accommodation for organic corporate growth in the total number of Employees of twenty percent (20%) over the term of the contract. If, at any time, the then-current total number of Employees exceeds twenty percent (20%) of the initially identified total number of Employees, you are obligated notify Cisco WebEx of this increase in the total number of Employees and execute an updated Order reflecting the revised total number of Employees and change to the applicable Service fees, if any.

### **Extraordinary Events**

Extraordinary Event is defined as an event such as a merger or acquisition that increases the total number of Employees by more than twenty percent (20%). Upon an Extraordinary Event, Subscriber may provide access for such additional Employees by contacting the seller and having the Subscription Count reset based on the number of Employees in existence after such event. Subscriber must place an additional order for the increase.

## **Length of Subscription**

### **Subscription Term**

Subscription Services purchased under the Active Host model are available for one (1), two (2), three (3), or five (5) year “**Subscription Terms**.” A purchase of an Active Host Subscription for one of the available Subscription Terms is an obligation on the part of customer to purchase that Service for the duration of the Subscription Term. A subscription may not be terminated without cause by either party in the middle of a Subscription Term. The Subscription Term shall begin from the earlier of (a) the service activation date, or (b) upon expiration of the Activation Grace Period, adjusted for any delay subject to the below Activation Grace Period section.

### **Activation Grace Period**

Subscriber must activate the service within the Activation Grace Period, or service availability days will be deducted from the Subscription Term. To activate the service, Subscriber must register its order via registration of the Product Activation Key

(PAK), which will be shipped to Subscriber upon Cisco WebEx's acceptance of the order. If the PAK is not registered within the Activation Grace Period, the customer will begin to lose days of service. For example:

- The Subscription Term for a one year subscription activated (that is, the PAK is registered, also referred to as the Activation Date) within forty five (45) days from the date of order acceptance (during the Activation Grace Period) will be valid for 1 year (365 days) from the applicable Activation Date.
- The Subscription Term for a one year subscription with an Activation Date 120 days from the date of order acceptance (that is, the PAK is registered 30 days following expiration of the Activation Grace Period), will be the number of days in the Subscription (365, if an annual subscription), less the total number of days that will have passed since the end of the Activation Grace Period, that is, 335 days ( $365 + 90 - 120 = 335$ ).

### **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 Active Host Subscription to renew the service at the applicable Subscription Quantity and calculated minimum subscription fee. The determined Subscription Quantity must be activated at least seven (7) days before the expiration of the then current Subscription Term. The new Active Host Subscription Term will begin immediately after the expiration of the then current Subscription Term.

## Additional Features Included with the Active Host Subscription

### VoIP Description

Integrated VoIP (Voice over Internet Protocol) is an audio feature that sends the audio from a meeting over the Internet, instead of through the telephone. It is woven into the meeting experience, with hosts being able to mute and un-mute attendees, pass the microphones, and start and stop VoIP. If you have speakers or headphones attached to your computer, a computer microphone, and a duplex sound card, you can choose Integrated VoIP instead of traditional telephone based teleconferencing. VoIP is best used when:

- There will be a large number of attendees (up to 500).
- The meeting does not require much attendee participation. For example, a presentation of material, rather than a discussion.
- Attendees do not have access to a toll-free dial-in number.

### VoIP Offering

- Subscriber is entitled to unlimited VoIP usage.
- 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 Overage

In the event of an Overage, Cisco WebEx will notify you by email (an "Overage Notice"). Within thirty (30) days of receipt of an Overage Notice, you must either:

- (1) Purchase additional VoIP to meet your current business needs and align with your historical usage; or
- (2) Reduce your current VoIP usage (the highest level of Overage, upon expiration of the thirty (30) days) to align with your subscription purchase.

If you receive an Overage Notice in any consecutive two (2) month period, WebEx reserves the right to suspend the Subscriber's WebEx account upon five (5) calendar days notice. Such suspension will continue until the parties reach a written agreement on the Subscriber's continued usage of the Service. If such agreement cannot be reached within fifteen (15) calendar days from the date of suspension, Cisco WebEx reserves the right to terminate for breach pursuant to the purchase agreement.

### Storage Description and Offering

In addition to VoIP, this offering provides 50 GB of secure online storage for storing files automatically and accessing at a later date. Any additional storage is available and invoiced through Cisco WebEx.

## 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 Host account to a non-employee.

## Cisco WebEx Supplemental Terms

1. **Cisco WebEx Service.** These Cisco WebEx Services Supplemental Terms and Conditions ("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.
2. **Orders.** The Service described in this Service Description is purchased by the placement of an "Order." Subscriber, or if applicable, Cisco Authorized Reseller shall identify the type and quantity of Service being ordered and the associated fees. An Order is effective only when properly submitted by Subscriber, or if applicable Cisco Authorized Reseller, to Cisco and provisioned by WebEx. Subscriber may be required to provide information in order to register for and/or use certain Services. Subscriber, or if applicable, the Cisco Authorized Reseller, warrants that all such information is accurate.
3. **Subscriber Site Set Up.** Initially, for certain Services identified in the Order, WebEx will set up a website that does not include the Subscriber's corporate logos, page headers or colors (the "General Site"). If selected in the Order, WebEx will then set-up a site for use by Subscriber that will incorporate Subscriber's corporate logos, page headers and colors (the "Subscriber Site"). The General Site will be available until Subscriber and WebEx have completed their obligations, if any, to create the Subscriber Site. Subscriber will supply the links and branding information and materials necessary for WebEx to create the Subscriber Site. WebEx will make minor changes to the Subscriber Site, such as fixing and changing links, at no additional cost. Subscriber is responsible for all uses of the General and Subscriber Sites.
4. **Changes to Service.** WebEx may, at its sole discretion and from time to time, enhance and/or expand the features of a Service at no additional cost to Subscriber. WebEx may also, at its sole discretion and from time to time, make available additional features and/or functionalities to a Service which may, but are not required to, be added to a Service by Subscriber at an additional cost ("Cost Feature"). Further, WebEx may elect to discontinue the availability of a Service, provided that such discontinuance will be effective no earlier than expiration of the then-current Subscription Term as specified in the applicable Order. Subscriber agrees that WebEx is free to use and incorporate into WebEx products and services any suggestions, ideas, recommendations, bug reports, or other feedback that Subscriber provides to WebEx without payment of compensation to Subscriber.
5. **Survival of Supplemental Terms.** The following provisions will survive the expiration or termination of these Supplemental Terms: any payment provisions set forth in the Order (as to amounts due and owing as of these Supplemental Terms expiration or termination date) and Sections 6, 7, and 8. Upon any termination of these Supplemental Terms, Subscriber must cease any further use of the Service and destroy any copies of associated software within its possession and control (to the extent not prohibited by applicable law).
6. **Subscriber Responsibilities.**
  - A. **Account Number/Password.** Except when Subscriber's account number/password is obtained by a third party as a result of a material breach of WebEx's physical or computer system security arising from circumstances within WebEx's control, Subscriber agrees that Subscriber is solely responsible for maintaining the confidentiality of Subscriber's username, account number and passwords and solely responsible for any unauthorized usage. Subscriber agrees to immediately notify WebEx of any unauthorized use of Subscriber's account of which Subscriber becomes aware.
  - B. **Content.** Except when Subscriber's account is accessed by a third party as a result of a material breach of WebEx's physical or computer system security arising from circumstances within WebEx's control, Subscriber agrees that it is solely responsible for the content of all visual, written or audible communications and any other material ("Content") displayed, uploaded, exchanged or transmitted on or through the Service. Under no circumstances will WebEx be liable to Subscriber for any loss or damages: (i) arising from any Content or Content-related errors or omissions; or (ii) incurred as a result of the use of, access to, or denial of access to the Content. Subscriber understands and agrees that by displaying, uploading, exchanging or transmitting Content while using the Service or otherwise providing Content to a WebEx website or space ("Site"), Subscriber automatically grants (and warrants and represents it has a right to grant) to WebEx, solely for the purpose of offering the Sites and/or the Service to Subscriber, a world-wide, royalty-free, sublicensable (so WebEx affiliates, contractors, resellers and partners can deliver the Service), perpetual, irrevocable license to use, modify, publicly perform, publicly display, reproduce and distribute the Content. If at any time Subscriber objects to any material on a Site, Subscriber's sole remedy is to cease using it (to the extent not prohibited by applicable law). WebEx does not endorse and has no control over what Subscribers or other users of the Service ("Users") post or submit to a Site. Subscriber shall contact WebEx Customer Support at 866-229-3239 if Subscriber becomes aware of misuse of the Service by any person. WebEx cannot guarantee the accuracy of any information submitted by any User or Content, nor any identity information about any User. WebEx may without notice or liability investigate any complaints and violations or suspected violations of these Supplemental Terms that come to its attention and may take any action that it believes is appropriate, including, but not limited to, to rejecting, refusing to post or removing any profile, posting Content, or other data, or restricting, suspending, or terminating Subscriber or any User's access to a Site or Service, However, because situations and interpretations vary, WebEx also reserves the right not to take any action.
  - C. **Communications.** Subscriber agrees that Subscriber will not use the Service to send unsolicited email outside Subscriber's company or organization (e.g., "spam") in violation of applicable law, falsify any email header information when sending emails (e.g., "spoofing"), or attempt to acquire sensitive information such as usernames, passwords and credit card details by masquerading as a trustworthy entity (e.g., "phishing"). Subscriber further agrees not to use the Service to communicate any message or material that is harassing, libelous, threatening, obscene, or that would violate the intellectual property rights of any party, give rise to civil liability, constitute a criminal offense, or is otherwise unlawful under any applicable law or regulation. Subscriber agrees to indemnify, defend and hold harmless WebEx from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Subscriber's violation of this Section 6.
  - D. **Privacy.** Use of the Sites and the Service constitutes consent by Subscriber to WebEx's and/or its affiliates' collection and use of such information and, for European Economic Area (EEA) customers, to the transfer of such information to a location outside the EEA. Use of Sites and the Service is also subject to the Cisco Systems, Inc. Online Privacy Statement located at [www.cisco.com/web/siteassets/legal/privacy.html](http://www.cisco.com/web/siteassets/legal/privacy.html), which is incorporated into these Supplemental Terms by this reference. The foregoing notwithstanding, WebEx may contact Subscriber via e-mail or otherwise with information relevant to Subscriber's use of the Service and payment obligations, if any, regardless of whether Subscriber has opted out of receiving such notices. Subscriber's also agrees to have Subscriber's name and/or email address listed in the header of certain communications Subscriber initiates through the Service.

7. **Warranty Disclaimer.** SUBSCRIBER UNDERSTANDS AND AGREES THAT THE SERVICES, SITES, AND ANY ASSOCIATED SOFTWARE, ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, WEBEX, AND ITS SUPPLIERS, RESELLERS AND AFFILIATES, EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WEBEX, AND ITS SUPPLIERS, RESELLERS AND AFFILIATES, MAKE NO WARRANTY OR REPRESENTATION REGARDING THE SERVICES, ANY INFORMATION, MATERIALS, GOODS OR SERVICES OBTAINED THROUGH THE SERVICES OR THE SITES, OR THAT THE SERVICES WILL MEET ANY SUBSCRIBER REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. Without limiting the foregoing, the Service are not designed or licensed for use in environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems, and WebEx, and its suppliers, resellers and affiliates, specifically disclaim any express or implied warranty of fitness for such purposes.

8. **General.**

A. **Use of Subscriber's Name and Logo.** For certain Services, Subscriber agrees that WebEx may use Subscriber's name, logo and other trademarks or service marks of Subscriber (collectively "Subscriber's Trademarks") for the sole purpose of creating the Subscriber Site. Nothing in these Supplemental Terms transfers to WebEx any right, title or interest in or to the Subscriber's Trademarks, and all goodwill arising from use of the Subscriber's Trademarks will inure to the Subscriber's benefit.

B. **Copyright.** Subscriber retains copyright and any other rights it already holds in Content which Subscriber submits, posts or displays on or through, the Service. Subscriber may not post, modify, distribute, or reproduce in any way copyrighted material, trademarks, rights of publicity or other proprietary rights without obtaining the prior written consent of the owner of such proprietary rights. WebEx may deny access to the Sites or the Service to any User who is alleged to infringe another party's copyright. Without limiting the foregoing, if Subscriber believes that Subscriber's copyright has been infringed, it shall provide WebEx's Copyright Agent with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that Subscriber claim has been infringed; (iii) a description of where the material that Subscriber claim is infringing is located on the Service or a Site; (iv) Subscriber's address, telephone number, and email address; (v) a written statement by Subscriber that Subscriber has a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (vi) a statement by Subscriber, made under penalty of perjury, that the above information in Subscriber's notice is accurate and that Subscriber is the copyright owner or authorized to act on the copyright owner's behalf. WebEx's "Copyright Agent" for notice of claims of copyright infringement can be reached as follows: Copyright Agent, Cisco Systems, Inc., 170 West Tasman Drive, San Jose, CA 95134; Attn: Copyright Agent; and email: DMCAagent@cisco.com. In the event Subscriber's content is removed pursuant to this process, Subscriber will receive information on how to file a counter-notice. Notices and counter-notices are legal notices distinct from regular Service activities or communications. As such, they are not subject to WebEx's Privacy Policy. This means WebEx may publish or share them with third parties at WebEx's discretion, and WebEx may produce them pursuant to a legal discovery request.

C. **Use of the Service.** Subscriber may use the Service only as permitted under the terms and conditions of these Supplemental Terms or other written agreements between Subscriber and WebEx or the Cisco Authorized Reseller. Subscriber will not resell, distribute, use on a timeshare or service bureau basis, or otherwise directly generate income from the Service. Subscriber will not modify, make derivative works of, disassemble, decompile or reverse engineer the Sites, Service or any component thereof (except to the extent expressly permitted by law). For meeting Services, Subscriber may use the Service only for sessions or meetings in which Subscriber is an active participant.

D. **Legal Compliance.** Subscriber agrees that it will comply with all applicable laws and regulations in connection with its use of the Service, including, but not limited to: (a) with respect to personally identifiable information sent or received by Subscriber, all applicable privacy laws and regulations, (b) laws relating to the recording of communications, including, when required, advising all participants in a recorded WebEx meeting or event that the meeting or event is being recorded, and (c) laws relating to the use of VoIP-based services, if applicable. It is the sole responsibility of Subscriber to ensure it has the right to use all features of the Service in Subscriber's jurisdiction. WebEx may modify or not make available Service or Service features to comply with applicable laws and regulations. WebEx products, technology and the Service are subject to U.S. and local export control laws and regulations. Subscriber shall comply with such laws and regulations governing use, export, re-export, and transfer of products, technology and Service and will obtain all required U.S. and local authorizations, permits, or licenses. Subscriber certifies that Subscriber and any third parties Subscriber invites will not use the Service from within an embargoed country. Subscriber certifies that they are not on the U.S. Department of Commerce's Denied Persons List or affiliated lists, on the U.S. Department of Treasury's Specially Designated Nationals List or on any U.S. Government export exclusion lists. The export obligations under this clause shall survive the expiration or termination of these Supplemental Terms.