



WEBEX MEETINGS +

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1. GENERAL

- 1.1 **Service Definition.** Webex Meetings + (WxM) is an integrated audio, video and content sharing service that can facilitate meetings, virtual events and collaboration.
- 1.2 **Standard Features.** Customer selects any combination of (i) Webex Meetings, (ii) Webex Webinars, (iii) Webex Training Center, or (iv) Webex Cisco Video Integration (CVI). In all instances, Customer will have access to an Administrative Portal that helps administrators manage services and users, provision devices, view detailed analytics and reporting, and configure security and compliance policies.
 - 1.2.1 **For Webex Meetings.** Customer must select a Collaboration Flex license type below which provides a right to access audio, video and content sharing (with only one type of license per Customer Site). Collaboration Flex is the single subscription cloud-based platform that provides access to the collaboration services and software for Webex Meetings. The Collaboration Flex licenses below allow a registered user to host a meeting for a limited number of participants based on the entitlement. Each license may not be shared with or used by anyone else other than the identified individual.
 - **Named User.** The Named User license provides a registered individual with access rights to the Collaboration Flex platform.
 - **Enterprise Agreement.** The Enterprise Agreement license provides registered individuals within an enterprise with access rights to the Collaboration Flex platform. This license is subject to the True Forward Process.
 - **Active User.** The Active User license provides a minimum quantity of registered licenses that tracks the average number of individuals that access the Collaboration Flex platform in a month. This license is subject to the True Forward Process.
 - 1.2.2 **For Webex Webinars.** Customer must select an attendee capacity with this license which provides a right to access and host webcasted events. Standard features for Webex Webinars include background noise removal, polling and chat.



- 1.2.3 **For Webex Training Center.** Customer can use Training Center to (i) measure proficiency with tests, (ii) gauge individual and group attentiveness, (iii) participate in public or private chats, (iv) track questions and responses and (v) receive instant feedback and guidance with quick response tools.
- 1.2.4 **Webex Support Center.** Customer can use Support Center to (i) start remote support sessions, (ii) view end user screens, (iii) control end user desktops, (iv) demonstrate new features, and (v) transfer files directly to an end user computer during a session.
- 1.2.5 **For Webex Cisco Video Integration.** CVI enables Cisco devices to connect to Microsoft Teams. CVI is hosted in the cloud and sold on a per license basis. CVI is subject to the True Forward Process.
- 1.3 **Optional Features.** The following options are not available for CVI.
 - 1.3.1 **Recording Storage.** This enables a recording capability for meetings and webinars in the cloud. Each license includes a fixed amount of included storage at no charge. Additional storage can be purchased in increments of 100GB or 500GB.
 - 1.3.2 **Teams Messaging.** This provides unlimited messaging and allows users to share content within shared spaces. Users can perform one-to-one and group messaging. Each license includes a fixed amount of included storage at no charge. Additional storage may be purchased in 1 TB increments. This is not available for Training Center.
 - 1.3.3 **Expert on Demand.** This enables a user to attend a Webex Meeting with an Augmented Reality (AR) headset. Expert on Demand can be operated hands-free (with the use of voice commands and head gestures) in order to facilitate collaboration with an expert or a team of experts.
 - 1.3.4 **Real-Time Translation.** This provides the ability to translate English into 100+ languages natively within Webex Meetings, Webex Training Center and Webex Webinars.
 - 1.3.5 **Extended Security Pack.** This can help identify sensitive data in cloud environments and can be used with the Administrative Portal to assist with preventing data loss and malware.
 - 1.3.6 **Webex EDGE Connect.** EDGE Connect provides a dedicated, managed, Quality of Service (QoS)-enabled IP peering link from Customer's premises directly to Cisco via an Equinix cloud exchange. This is an alternative method of connecting to Webex Meetings, Webex Trainings Center and Webex Webinars that does not use the public internet. Peering links are available at the following capacity levels per second: 200 MB, 500 MB, 1 GB, 2GB, 5 GB, and 10 GB.
 - 1.3.7 **Cloud Connected Audio.** This provides audio connectivity in the Cisco cloud that enables users to join Webex Meetings, Webex Training Center or Webex Webinars and invoke either a dial-back or dial-in. Customer traffic will traverse over shared Cisco infrastructure. Dial-in type and country availability may vary.
 - 1.3.8 **Webex Audio.** This provides dial-in and call-me services to attendees in Cisco Webex Meetings, Webex Training Center, and Webex Webinars. As a cloud-based PSTN audio option, Webex Audio provides a broad coverage footprint with toll dial-in, toll-free dial-in, and call-me capabilities for local and global connections. Dial-in type and country availability may vary.



- 1.3.9 **Webex Instant Connect.** This provides Customer with a connection to support telehealth solutions with Epic implementations (such as scheduling consultations and screen share).
- 1.3.10 **Expert on Demand Device License.** This provides Customer with a connection between Cisco Webex and an augmented reality device (which is sold separately).
- 1.3.11 **Webex Event Addons.** If Customer purchases Suites, then any of the following features may be added to the subscription:
- **Webex Event App** is a digital space where in-person attendees can find information about an event. Information about sessions and exhibitors can be included.
 - **Streaming Hours** allows customers to stream event content.
 - **Lead Retrieval Licenses** enables a tool to pull leads from events held.
- 1.3.12 **Support.** Customer may select support from the options below for an additional Charge.
- **Cisco Solution Support** – this gives Customer support from Cisco for configuration and adoption methodology, plus additional training and business reviews.
 - **Verizon Training and Support** – this provides additional support from Verizon and may be purchased in 25, 50, and 100-hour packages.

1.4 **Customer Responsibilities**

- 1.4.1 **Call Recording.** Customer may record the web and voice aspects of Webex Meetings, Webex Training Center, and Webex Webinars provided under WxM. Customer agrees to obtain the consent of all participants as required by applicable law, including any laws that prohibit the conditioning of consent for participation or that allow for revocation of consent. Verizon is not responsible for managing or deleting Customer's call recordings. Customer is responsible for compliance with any applicable laws or regulations with regard to recordings, retention periods and deletion. Customer will ensure that recordings do not include any personal data (such as personal health information, bank account number, credit card number, or social security number) except as allowed or required by applicable law. Customer will indemnify and hold harmless Verizon from any claims related to a failure by Customer to fulfill its legal obligations regarding call recording.
- 1.4.2 **Notice of Usage Changes.** Customer must provide Verizon with access to pertinent Customer records during normal working hours to verify Customer's usage of the Collaboration Flex licenses. Customer must provide accurate usage information in connection with the True Forward Process.
- 1.4.3 **Password Management.** Customer is responsible to provide Verizon with a designated billing point of contact (Billing POC) who can receive a password, which Customer and the Billing POC may use to access WxM and obtain information about WxM online that may include Customer Proprietary Network Information (CPNI). In order for the Billing POC to receive the password, Customer will name the Billing POC as a CPNI authorizer following the process set forth in the Agreement. Customer agrees that the Billing POC is authorized to use the password to establish meetings, webinars and other events for Customer personnel and to disclose the password and CPNI access to other personnel of Customer, and that such personnel are authorized by Customer to access WxM and CPNI. Customer will be solely responsible for any unauthorized access that results from a Customer act or omission.
- 1.4.4 **Taxes.** In the case of web-based Webex Meetings, the primary place of use (PPU) location of each Webex Meeting Leader will be designated in writing by Customer and used as the location(s) for taxing



purposes. Where the location(s) of each Webex Meeting Leader is not designated by Customer, Customer will designate in writing the PPU's that should be used by Verizon for taxing purposes. If Customer does not designate any PPU's, Customer agrees that Verizon should use the headquarters location for taxing purposes. Customer will use commercially reasonable efforts to maintain records that reasonably substantiate the location(s) designated as the PPU and provide such records upon request from Verizon in the event Verizon is required to demonstrate the accuracy of the PPU to government authorities. In the event a government agency determines that the PPU is wrong or not properly substantiated, Customer will be responsible for any additional Taxes, fees or surcharges plus penalties and interest imposed due to a change in PPU or taxable location at such time that Verizon is required to pay such assessment. If Customer designates a PPU outside of the U.S., it remains Customer's responsibility to comply with the laws of any tax jurisdiction in which it operates with respect to the applicability of all Taxes, including any requirement to self-assess or otherwise account for Taxes. In the event any taxing or governmental authority asserts that Customer should have self-assessed or otherwise accounted for Taxes on any purchases made pursuant to this Agreement, Customer agrees to be responsible and hold Verizon harmless from and against any claim or liability (including the Tax and associated interest, penalties, or other charges) which may arise as a result.

2. SUPPLEMENTAL TERMS

- 2.1 **Disclaimer.** Verizon is not responsible for any data or content shared or transmitted through WxM. Verizon shall not be liable for (a) any choice by Customer relating to retention periods, access rights or use of any recordings, (b) any content or information shared through WxM in recordings or end-user communications, and (c) any failure by Customer to comply with applicable law, including without limitation the privacy regulations applicable to securing and protecting Personal Data. Verizon intends that Personal Data not be stored within WxM. To the extent Customer does store any Personal Data within Webex CC (including "personally identifiable information" and "protected health information" as defined in applicable laws), Customer does so at its own risk. For any use of PC audio, Verizon is not responsible for the audio quality.
- 2.2 **Third Party Terms.** Customer agrees to provide information reasonably requested by Cisco. The End User License Agreement at the following URL shall govern Customer's use of WxM: www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html.
- 2.3 **Protected Health Information (U.S. Only).** Customer will not use WxM in a way that causes Verizon to create, receive, maintain, or transmit "protected health information" (PHI) that would make Verizon a "business associate" to Customer (as both terms are defined at 45 C.F.R. §160.103). To the extent this prohibition is violated, Customer is fully responsible for the consequences.
- 2.4 **Geographic Restrictions (India Only).** This clause applies where the Verizon Party to an Order for WxM is legally organized in India.
 - 2.4.1 **Usage.** To the extent usage of the WxM requires it, Customer warrants that it and/or its Indian Affiliate (or other end user) is an OSP as described in the "Revised Guidelines for Other Service Providers (OSPs)" released by the Indian Department of Telecommunications on 23 June 2021 as amended from time to time.
 - 2.4.2 **Additional Documentation.** Prior to the Service Activation Date, Customer will complete and sign, or will cause its Indian Affiliate (or other end user) receiving WxM in India to complete and sign, the Inspection Pro Forma (Pro Forma) in the form found at enterprise.verizon.com/service/conferencing-inspection-pro-forma.dotm.



3. FINANCIAL TERMS

- 3.1 **General.** In addition to the Charges set forth below, Customer will pay the Charges for WxM specified in the Agreement, and at www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm.
- 3.2 **Billing Models.** Whenever Customer is subject to a True Forward Process, Verizon will have the right to increase relevant Charges based on the results of such True Forward Process and Customer will have the obligation to pay for the licenses that were added as a result of such process.
- 3.2.1 **For Webex Meetings.** Customer is billed based on the Collaboration Flex license type and the required minimums set forth below.
- **Named User.** Customer will pay an MRC for each Named User license purchased, irrespective of usage, with a minimum of 5 licenses required when ordered.
 - **Enterprise Agreement.** Customer will pay an MRC for a specific number of licenses and Customer will be entitled to provision 115% of such number (Growth Allowance). This billing model requires a minimum purchase quantity of 250 licenses. If the quantity of provisioned licenses exceeds the Growth Allowance, then Customer will be subject to a True Forward Process and Verizon may increase the MRC to reflect the quantity that exceeds the Growth Allowance.
 - **Active User.** Customer will pay an MRC for a specific number of licenses, regardless of the number of users that end up actually using the Active User license in a month, with a minimum of 40 licenses required when ordered. Customer will be subject to a True Forward Process and Verizon may increase the MRC to reflect the average number of Active User licenses used during months 9, 10, and 11 of the measured year.
- 3.2.2 **For Webex Webinars.** Customer is billed MRC based on the capacity level selected and the number of licenses purchased.
- 3.2.3 **For Webex Training Center.** Customer is billed MRC based on the number of licenses purchased.
- 3.2.4 **For CVI.** Customer is billed MRC per device using CVI.
- 3.3 **Applicable Minimums.** Customer may increase but not decrease the quantity of subscribed for licenses during the Service Commitment. For any license, the Activation Date for such license shall be deemed to be the date the license is provisioned by Cisco. For any termination after such Activation Date, Customer will pay an amount equal to 100% of the Recurring Charges that would have been payable for the remaining unexpired part of then applicable Service Commitment, plus a pro rata portion of any applicable credits received by Customer. The Service Commitment will be the greater of (i) 12 months or (ii) the commitment set forth in the Order. Customer accepts that WxM does not auto-renew.
4. **DEFINITIONS.** The following definitions apply to WxM, in addition to those identified in the Master Terms of the Agreement and the administrative charge definitions at the following URL: www.verizon.com/business/service_guide/reg/definitions_toc_2017DEC01.htm.

Term	Definition
Administrative Portal	A website accessible to the Customer-identified administrator for the system. The administrator can make changes to the site, add/delete/modify users, pull reports, and support the overall management of the solution.
Leader	The Customer contact requesting a Webex Meeting.



True Forward Process	The process by which, on each anniversary of the Activation Date or as otherwise triggered, Customer (a) executes a Service Order to true up the then current license count, or (b) confirms that there have been no changes.
Suites	The license type that allows Webex Calling and Webex Meetings to be purchased as a package from Cisco.