



## Cisco Spark Services and Cisco Spark Flex Plan

### Offer Description and Supplemental Terms

This Offer Description describes the offer-specific terms of the Cisco Spark™ Services and the Cisco Spark Flex Plan (collectively, “Cisco Spark”) made available by Cisco to our customers and their authorized users (“Subscriber,” “you” or “your”). Your use of Cisco Spark is governed by this Offer Description and the [Cisco Universal Cloud Agreement](#) (“UCA”). If you have an active UCA in place with Cisco, that existing UCA governs. Any software you install as part of Cisco Spark (“Software”) is governed by this Offer Description and is licensed under the Cisco End User License Agreement (“EULA”). If you purchase Cisco Spark from an Approved Source (as defined in the UCA) your purchase terms, including the terms described in your Order are between you and the Approved Source.

#### A. Cisco Spark Overview

##### 1. Cisco Spark Services Description

- a. Cisco Spark Services is a subscription-based offer hosted in the Cisco cloud that provides Subscriber access to our end-to-end suite of collaboration software (“Cisco Spark Services”). Cisco Spark Flex Plan is a flexible way to subscribe to Cisco Spark across a variety of deployment models and buying models. Under the Cisco Spark Flex Plan you can choose between Cisco-hosted cloud services and licensed software for on-premises or partner-hosted solutions, and you can mix or flexibly migrate from one deployment or buying model to another under one subscription (“Cisco Spark Flex Plan”). The three core Cisco Spark Services capabilities are messaging, meeting, and calling.
- b. The tables below provide an overview of the Cisco Spark Services portfolio and Cisco Spark Flex Plan buying models. For a detailed description of the Cisco Spark Services features please see the [Cisco Spark Services data sheet](#). For a description of each buying model, please see Exhibit A. For a description of Cisco Spark Flex Plan, please see the [Cisco Spark Flex Plan At a Glance](#).

##### 2. Cisco Spark Flex Plan Buying Models & Deployment Models

- a. Cisco Spark is available for purchase under the buying models listed in Table A-3 below. When you ordered Cisco Spark, you selected a buying model in your Cisco Spark purchase order (“Order”).
- b. If you selected Cisco Spark Flex Plan offer in your Order, you will have the flexibility to change your deployment model during your subscription by modifying your Order. As described in the Cisco Spark Flex plan documents listed in section A.1.b. above, you will also be able to transition your services (in whole or partially) from on-premises deployments or partner hosted deployments to cloud deployments.

**Table A-1: Cisco Spark Core Services**

The services listed below are the core Cisco Spark Services.

<b>Business Messaging</b>	Subscribers create spaces to exchange messages and files with a person or groups.
<b>Advanced Meetings</b>	Business Messaging plus Cisco Spark meetings, Cisco WebEx meetings, and video conferencing
<b>Cloud Calling</b>	Cloud based phone system that enables video and voice communications through mobile and desktop soft clients and Cisco IP phones.

**Table A-2: Cisco Spark Included Services**

The services listed below are included in your Cisco Spark subscription at no additional cost.

<a href="#">Cisco Spark Hybrid Services</a>	An alternative to the Cisco Spark Services architecture that uses Subscriber’s premises to enable specific components of Cisco Spark Services hosted by Cisco.
<b>Voice over IP (VOIP)</b>	Unlimited VoIP is included for Cisco Spark conference meeting service, except as noted in <a href="https://cs.co/geos">https://cs.co/geos</a> .
<b>Cisco WebEx storage</b>	Cisco WebEx storage is cloud storage, including network-based recording storage and standard storage (files, documents, etc.). Storage amounts are described in your Order.



<b>Cisco Spark storage</b>	The amount of Cisco Spark storage provided is the number of users purchased times 5 GB and is pooled across users
<b>Technical Support</b>	24-hour technical support provided worldwide
<b><a href="#">Cisco Spark Control Hub</a></b>	Web-based, intuitive, single pane of glass to provision, administer, and manage the entire Cisco Spark service
<b>Customer Success</b>	Customer Success provides a range of support services such as training guidance, optimization and retention support to enable Subscriber to successfully implement Cisco Spark.
<b>Localization</b>	Cisco Spark supports many local languages around the world, as detailed <a href="#">here</a> .

**Table A-3: Cisco Spark Flex Plan Purchasing Options**

Cisco Spark Flex Plan provides Subscribers with multiple deployment options, service bundles and buying models for the core capabilities of Cisco Spark: messaging, meeting and calling.

		Buying Models			
		Named User	Enterprise Agreement	Active User	Shared Meetings
<b>Cisco Spark Flex Plan Bundles</b>		Based on the number of Employees you name to use Cisco Spark	Enterprise wide based on your total number of Knowledge Workers	Based on your Employees' actual usage	Based on the number of concurrent meetings
Meetings	Business Messaging (M1)	✓	✓	n/a	n/a
	Advanced Cloud Meetings (M3)	✓	✓	✓	✓
	Advanced Premises Meetings (M3-Prem)	n/a	✓	✓	✓
Calling Bundles	Cloud Calling & Business Messaging (C1)	✓	✓	n/a *	n/a
	Premises Calling & Business Messaging (C1-Prem)	n/a	✓	n/a *	n/a
	Hosted Calling & Business Messaging (C1-Hosted)	✓	✓	n/a *	n/a
	Cloud Calling and Advanced Meetings (C3)	✓	✓	n/a *	n/a
	Premises Calling and Advanced Meetings (C3 – Prem)	n/a	✓	n/a *	n/a
	Hosted Calling and Advanced Meetings (C3-Hosted)	n/a	✓	n/a *	n/a

n/a\* -- The Cisco Spark Flex Plan Active User buying model is only available for meetings. Active User meeting Subscribers wishing to purchase calling can add a calling bundle to their meetings subscription, however the calling bundle add-on is purchasable under the Enterprise Agreement buying model. For more details, see the Exhibit A.

**B. Supplemental Terms**

**1. Term and Termination**

- a. Your Cisco Spark Services subscription starts on the date that Cisco notifies you that any portion of your Cisco Spark Services is either ready for you to start provisioning or has been provisioned (“**Provisioned Date**”); if you have also licensed Software for use on-premises, your subscription starts on the Provisioned Date and when either (i) a Software product authorization key is delivered OR (ii) a copy of an on-premises Software license is deposited in your smart account for all Software license type ordered (collectively, “**Effective Date**”). Your subscription term begins on the applicable Effective Date and lasts for the duration stated in your Order (“**Term**”).
- b. Your Order may provide that a renewal Term will begin automatically unless either party provides notice of termination at least thirty (30) days prior to the commencement of the next renewal Term. The termination will be effective on the last day of the applicable Term, and you will pay for Cisco Spark until the end of the current Term. All of your Software licenses will terminate on the effective date of termination.



- c. If the fees for Cisco Spark Services will change for any renewal Term, Cisco will notify you or your Approved Source in time for you to reject the fee change by sending a notice of termination no later than 30 days prior to the start of the renewal Term. If Cisco does not receive a notice of termination from you or your Approved Source, your term will renew for the renewal Term and the new fees will apply, with no further action required by you.

## 2. Billing & Payment Obligations; Use Consistent with Ordered Services.

- a. Beginning on the Effective Date, you will be billed based on the buying model and billing frequency that you selected in your Order.
- b. When you place an Order for Cisco Spark, or modify an existing Order, you select an buying model for your Cisco Spark subscription. You are obligated to pay for Cisco Spark Services based on these selections as of the effective date of your Order or Order modification.
- c. If you exceed the capacity count limits associated with the buying model in your Order, Cisco will charge you for such excess use.

## 3. Employer Rights and Obligations Concerning Your Users

- a. If you are purchasing Cisco Spark for your employee users, you grant access to Cisco Spark to your users and you have the right to terminate the accounts of your users. You acknowledge that it is your responsibility to communicate all relevant policies related to Cisco Spark access and use to your users, and to handle all of your user disputes.
- b. Your employee users can choose what email address to use when they register for Cisco Spark. However, if the email domain associated with any user's account is owned or controlled by you (as the Subscriber) and you then add their account to your subscription their Cisco Spark account will be associated with you, following notice from Cisco. Users may change the email associated with their Cisco Spark account by following these [instructions](#). If users do nothing, their Cisco Spark account will be controlled by you, as the Subscriber, and their use will be subject to your policies.

## 4. Education Subscribers

- a. If you are a school, education provider, or other operator of services directed at minor children as defined in Section 8 below ("**Education Subscriber**") you agree to the following:
  - i. As between Cisco and Education Subscriber, Education Subscriber is solely responsible for providing notices to and obtaining appropriate consents from parents/guardians of such minor children for the collection, use, and processing of personal information by Education Subscriber and Cisco in connection with the delivery of Cisco Spark Services and related services;
  - ii. Education Subscriber will provide such notices and obtain such consents before any collection, use or other processing of personal information of the minor children, and upon Cisco's reasonable request will provide evidence of such notices and consents to Cisco in a timely manner; and
  - iii. Education Subscriber will provide parents/guardians with the ability to request access, correction, deletion, or suppression of the personal information collected from the minor children.

5. **Subscribers in Pakistan.** If you are a Subscriber in Pakistan and purchase audio services associated with Cisco Spark Services, you are responsible, and Cisco has no liability for ensuring that your internet service provider for Cisco Spark has the necessary authorizations to provide voice over internet protocol.

6. **Subscribers in Russia.** If you are a Subscriber in Russia, you acknowledge that you are the data operator as defined under Russian Law for purposes of your Employee users' personal data that is collected and processed related to the provision of Cisco Spark.

## 7. Cisco Spark Services Support

- a. Basic Support is included in any Cisco Spark subscription at no additional cost for the duration of your subscription. Under Basic Support you are entitled to unlimited 24x7 access to technical support in English for break/fix issues via phone, web, or email within one business day for lower-severity cases, and within a 60-minute initial response time for severity 1 and 2 cases. Your support includes access to the knowledge base, as well as all software updates and upgrades during the Term. Enhanced and Premium Support is also available at an additional cost. For more information about Basic, Enhanced, and Premium Support, please go to the [Services Description for Cisco Software Support Services](#).
- b. If you migrate Cisco TelePresence® endpoints from on-premises Cisco call control software to a Cisco Spark Services subscription under the Cisco Spark Flex Plan, you must maintain a valid Cisco



Smart Net Total Care™ support contract on the Cisco TelePresence endpoints for the duration of your Cisco Spark Flex Plan subscription.

8. **Restrictions on Use by Minor Children:** Cisco Spark 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"). If you are not an Education Subscriber as defined in Section 4 above, you must not authorize minor children to access and/or use Cisco Spark. If you are a Cisco Spark user, you must be at the age of consent in your jurisdiction at the time that you create a Spark account. If you are under the age of consent in your jurisdiction and your parent or legal guardian has not provided written consent to an Education Customer regarding your use of Spark, you may not use Cisco Spark.
9. **Account Sharing.** Unless you purchase a Cisco Spark Service that expressly permits sharing, account sharing will constitute a material breach of your Agreement and will result in the Subscriber's access being suspended or account terminated. The Subscriber will also be charged for and responsible for payment related to excess usage in violation of these terms.
10. **Governing Terms; Order of Precedence.** Cisco Spark is governed by this Offer Description, UCA, the Cisco EULA (if applicable), and the applicable purchase agreement with Cisco or your Approved Source. In the event of a conflict between any of the above documents, the terms of this Offer Description will control, followed by the UCA, the EULA (if applicable), and finally the purchase agreement.
11. **Third-Party Products.** There are integrated applications and bots that you can download and use with Cisco Spark. Many of these integrated applications and bots are third-party products. Please note that Cisco does not support or warrant third-party products and disclaims all responsibility and liability for third-party products used with Cisco Spark. If you use a third-party product with Cisco Spark, the terms of use for that third-party product are between you and the provider. Please be aware that some third-party products may contain tracking technology. Accordingly, it is your responsibility to read the third party's disclosures, terms of use, and privacy policy before using such third-party products with Cisco Spark.
12. **Cloud Calling (C1-C3) PSTN Service and Emergency Calling**
  - a. **YOUR EMERGENCY RESPONSE LOCATION FOR PURPOSES OF EMERGENCY CALLS IS LIMITED TO YOUR COMPANY ADDRESS. IT IS YOUR RESPONSIBILITY TO ADVISE YOUR EMPLOYEES 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 ARISES THAT INTERRUPTS YOUR NETWORK CONNECTIVITY, CISCO SPARK SERVICES (INCLUDING CISCO SPARK EMERGENCY CALLING) WILL ALSO FAIL. BECAUSE CISCO HAS NO CONTROL OVER ANY OF THESE POTENTIAL ISSUES, CISCO IS NOT LIABLE FOR FAILURES RESULTING FROM THESE ISSUES.**
  - b. Cisco Spark Cloud Calling capability does not include PSTN and will not work without PSTN services. You will need to purchase PSTN from a third-party service provider that is part of the "Cisco Preferred Media Provider" ecosystem for PSTN local, long-distance, emergency dialing, and direct-inward-dial service.
  - c. Once you have purchased and enabled the PSTN services from a Cisco Preferred Media Provider, the emergency response location for your employee users, for purposes of their emergency calls to national or state-designated emergency numbers, will be limited to your company address, regardless of their calling device, line, and location, unless they are directly provisioned and registered with the Spark Services using their private address.
13. **Data Privacy**
  - a. Cisco's data privacy obligations related to data processed to deliver Cisco Spark are governed by the Data Privacy and Protection provisions in Section 6 of the UCA (which includes the [Cisco Privacy Statement](#)). Additionally, the [Cisco Spark Privacy Data Sheet](#) is a supplement to the Cisco Privacy Statement and describes the personal data that Cisco collects and processes as part of the delivery of Cisco Spark to you.
  - b. If Cisco is required to do so by law, Cisco may cooperate with law enforcement authorities in the investigation of suspected or alleged illegal or other activities. This may include, but is not limited to, disclosure, where possible, to the relevant law enforcement authorities of your Personal Data, your content, and the content of your transmissions through Cisco Spark.



#### 14. Service Termination and Suspension

- a. **Service Termination.** In addition to the causes of termination set forth in the UCA, Cisco may terminate your access to Cisco Spark Immediately upon our notice to you (in accordance with the notice provisions set forth in Section 12(g) of the UCA) if (1) there is an unusual spike or increase in your use of the Cisco Spark Services and we determine that such traffic or use is fraudulent or negatively impacting the operating capability of the Cisco Spark Services; or (2) we determine that our provision of any of the Cisco Spark Services to you is prohibited by any applicable law, regulatory requirement, or any other statutory or non-statutory provision, or has become impractical or unfeasible due to any changed law or regulation.
- b. **Suspension of Cisco Spark Services.** Cisco may suspend your access to Cisco Spark:
  - i. (1) for scheduled downtime to permit us to conduct maintenance or make modifications to Cisco Spark; (2) in the event of a denial-of-service attack or other event that we determine creates a risk to Cisco Spark or to any of our Subscribers if Cisco Spark were not suspended; or (3) in the event that we determine that any Cisco Spark Service is prohibited by any applicable law, regulatory requirement or any other statutory or non-statutory provision (collectively, "**Cisco Spark Suspensions**").

Cisco has no liability for any damage, liabilities, losses (including any loss of data or profits) that you may incur as a result of a service suspension. Cisco will endeavor to provide you notice of a Cisco Spark Services suspension and post updates regarding resumption of Cisco Spark Services following any such suspension, but shall have no liability if we fail to do so. Cisco will endeavor to restore service to you as soon as reasonably practicable following any service suspensions.

#### 15. Cisco Spark Hybrid Services. If you use Cisco Spark Hybrid Services, you will receive Software to be deployed on your premises. Accordingly, the following additional terms apply:

- a. Software provided to you as part of Cisco Spark Hybrid Services is licensed under the EULA found [here](#). You are solely responsible for your use of the Software and other than the limited liability set forth in the EULA, Cisco disclaims all liability for your use of the Software. Some countries may consider the provision and operation of the Cisco Spark Services a regulated activity. You represent and warrant that you have obtained all requisite authority to operate the Software. You agree that you will operate the Software only in those countries where Cisco Spark is available and unrestricted as set forth [here](#) and as further detailed in Section 16 Geographic Restrictions, below.
- b. With the sole exception of Cisco's provision of Cisco Spark to you as described in this Offer Description, you will exercise exclusive control over the Software. You shall maintain the Software in a secured environment accessible only to your authorized employees and agents. You have implemented and shall maintain appropriate technical and organizational measures designed to protect the Software against accidental loss, destruction or alteration, unauthorized access, or unlawful destruction. You represent and warrant that you:
  - i. have an information security program for such environment 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.
- c. You hereby hold Cisco (and its officers, directors, employees, shareholders, customers, agents, successors, and assigns) harmless from and against any and all loss, damages, liabilities, settlement, costs, and expenses (including legal expenses and the expenses of other professionals) as incurred, resulting from your breach of these terms.



**16. Geographic Restrictions**

- a. **Country Availability.** Cisco Spark Services are not available in all countries, accordingly purchases may be limited or restricted in some markets. If the Cisco Spark Services ordered are limited or restricted in the Subscriber’s market, Cisco will not be able to provision the Cisco Spark Services. Cisco Spark is currently available in the countries listed [here](#).
- b. **Audio Coverage** For meetings with Audio Services, there are certain geographic restrictions due to local telecommunications regulations.
  - i. Due to rapidly changing and unpredictable global telecommunications law and regulations, availability of certain Cisco audio services and related offerings may become restricted or discontinued. While Cisco routinely monitors applicable telecommunications laws and regulations in an attempt to readily adapt to changing legal and political environments, Cisco reserves the right to modify its [Country Coverage Listing](#) for all impacted Cisco audio offerings, without notice, as necessary to meet all country legal and regulatory requirements.
  - ii. Currently, the Cisco audio services in committed, uncommitted, and host-based/named user audio subscriptions that may be impacted under these circumstances are:

<b>Bridge country/domestic toll-free call-in</b>
<b>Bridge country/domestic toll call-in</b>
<b>Bridge country/domestic callback</b>
<b>Global toll-free call-in</b>
<b>Global toll call-in</b>
<b>Global call-back/call-me</b>
<b>Integrated VoIP</b>

- iii. Cisco audio is not available to Subscribers with billing addresses in the following countries: Algeria, Armenia, Bahrain, Belarus, Egypt, Georgia, Jordan, Kuwait, Kyrgyzstan, Lebanon, Oman, Qatar, Russia, Saudi Arabia, Tajikistan, Turkey, Turkmenistan, United Arab Emirates, Uzbekistan, and Yemen. Subscribers based in these locations can purchase integrated audio from an authorized teleconferencing service provider (TSP) partner.

**17. Entry-Level Cisco Spark Free.** If Subscriber chooses not to renew their paid subscription to Cisco Spark Services, Subscriber’s Cisco Spark account will be converted to the entry-level service (“**Cisco Spark Free**”). Cisco Spark Free has fewer features and differing usage limits. Cisco may at any time change those features and limits at our discretion and without notice. Cisco may deactivate or delete your Cisco Spark Free account and any related data. If we deactivate or delete your account, Cisco may access your data and/or discontinue your use of Cisco Spark Free or specific Cisco Spark Free features. Cisco’s deletion of your Content may automatically occur after you discontinue using Cisco Spark Free or if you exceed a specified limited amount of storage space. The storage included with Cisco Spark Free is 5 GB per user, and may not be pooled among users.

**Exhibit A**

**Cisco Spark Buying Model Descriptions**

**A. Overview**

1. Cisco Spark is available for purchase under different buying models to suit your collaboration needs. The Cisco Spark buying models are Named User, Enterprise Agreement, Active User, and Shared Meetings. This Exhibit A also provides information about Device subscriptions to Spark and WebEx Audio Services. A glossary of defined terms is provided at the end. A Named User subscription is suitable if you want to receive Cisco Spark Services for a specific subset of employees. Under the Active User subscription you are billed only for those Knowledge Workers (above a minimum threshold) that use Cisco Spark. The Enterprise Agreement subscription is suitable for customers with at least 250 Employees who want to receive Cisco Spark Services enterprise-wide. Under a Shared Meetings subscription, you can purchase a quantity of



concurrent meetings for a committed monthly amount. Please also refer to Table A-3 in this Offer Description to see an illustration of buying model availability for each of the core Cisco Spark capabilities: messaging, meetings and calling.

## B. Buying Model Terms

### 1. Named User

- a. A Cisco Spark Named User subscription buying model is suitable if you need Cisco Spark Services for a specific subset of employees. A Cisco Spark Named User is a specific Employee that you select to use the Cisco Spark Services or the Cisco Spark Flex Partner Hosted Services (C1). You are invoiced for each Named User account purchased, regardless of usage. Cisco Spark Named User accounts must be unique to the specific Employee, and they may not be shared or used by anyone other than your designated Employee. Your designated site administrator must update, as needed, your managed users list by adding or removing Employees assigned to Cisco Spark Named User accounts. A Cisco Spark Named User account may not be transferred to another Employee, except (a) upon termination of the Named User's employment with the Subscriber or (b) with Cisco's prior written approval.

### 2. Enterprise Agreement

- a. **Overview.** The Cisco Enterprise Agreement subscription is available under the Cisco Spark Flex Plan. It is geared toward a customer that wants to provide Cisco Spark Services to all employees. Under the Cisco Enterprise Agreement buying model, Subscribers purchase one subscription license for all Knowledge Workers. A "Knowledge Worker" is an employee or contractor who uses a computing or communications device as part of their job duties. Your minimum Order quantity is the greater of (a) the number of Employees as of the date of Order, adjusted annually for annual growth exceeding the Growth Allowance, or (b) 250. Each subscribed Knowledge Worker receives a Named User account.
- b. **End User Information Form (EUIF) and Enterprise Agreement Program Terms.** Cisco Enterprise Agreement is available under the Enterprise Agreement End User Program Terms ("EA") for Cisco Spark Flex Plan, hereby incorporated by reference. To purchase an EA buying model subscription, you will need complete an EUIF and acknowledge the EA Program Terms, which Cisco or your Approved Source will provide to you in the ordering process. You agree to provide accurate information to Cisco in your EUIF.
- c. **Cisco Spark Education.** Cisco Spark Education is a Cisco Spark Messaging and Meetings cloud offer available to Education Customers under the Enterprise Agreement Subscription buying model. The Cisco Spark EDU subscription is governed by the End User Program Terms of the EA for Cisco Spark Education, hereby incorporated by reference. Under Cisco Spark Education, your minimum applicable Order quantity is the greater of (a) the number of Employees as of the date of Order, adjusted annually for annual growth exceeding the Growth Allowance or (b) 100. To purchase an EA for Spark Education, you will need to complete an EUIF and acknowledge the EA for Spark Education Program Terms, provided to you by Cisco or your Approved Source in the ordering process. You agree to provide accurate information to Cisco in your EUIF.

### 3. Active User

- a. Under the Active User subscription, you are entitled to provision up to 120% of your Knowledge Workers, who are designated as Cisco Spark Named Users (with the same restrictions set forth in the Named User subscription). However, you are billed only for Knowledge Workers (above a certain minimum) that initiate a Meeting ("Active Users").
- b. **Order Quantity.** For purposes of your Initial Term, your minimum subscription Order will be the greater of the following: (a) 75 Users; (b) 15% of your Knowledge Workers; or (c) if you are migrating from a Cisco WebEx subscription, the current number of Users under your Cisco WebEx subscription. Subsequent subscription Orders will maintain the Initial Term quantity plus any adjustments pursuant to the True Forward process described below. To purchase an Active User subscription, you will need to complete an End User Information Form (EUIF). You agree to provide accurate information to Cisco in your EUIF.
- c. **"True Forward"** is an adjustment process that reconciles fees owed to Cisco when your use exceeds the amount you purchased under your subscription. Under the terms of the True Forward, Cisco will not retroactively charge you for growth that occurred during the previous subscription year. In addition, you may not decrease your Order quantity (that is, the number of paid users) during the subscription Term. True Forwards are conducted annually based on the average number of active users in months 9, 10,



and 11 of your subscription (“Average Active Users”). At each annual renewal, the customer’s Order will be adjusted for any growth as determined by the Average Active Users from the previous year.

- d. **EA Calling Bundle for Active User Subscriptions.** You have the option to add Calling to your Active User subscription. You can choose from any of the Cisco Spark Flex Plan Calling offers (cloud calling, on-premises calling, partner-hosted calling) as an add-on bundle to your Active User subscription. For purposes of the Calling add-on bundle (solely), your Calling purchase quantity will be based on the total number of your enterprise-wide Knowledge Workers, in accordance with the EA, which, for clarity, is different than your Average Active Users calculation for Cisco Spark Flex Plan Meetings. The Calling add on bundle to the Active User Subscription is governed by the EA Program Terms. To purchase an EA Calling bundle, you will need to acknowledge the EA Program Terms, which Cisco or your Cisco partner will provide to you in the ordering process.

#### 4. Shared Meetings

##### a. Subscription Quantity

- i. Under a Shared Meetings subscription, you can purchase a quantity of concurrent meetings for a committed monthly amount. The number of concurrent meetings you purchase in a Shared Meetings subscription establishes the maximum number of concurrent meetings to which you are entitled. You must subscribe to at least 1 concurrent meeting per month for a minimum Subscription Term of 12 months.
- ii. For Cloud Shared Meetings (only), you can register up to 250 users for every Cloud Shared Meetings subscription. You are entitled to an unlimited number of meetings as long as the total number of concurrent meetings you use does not exceed the number of concurrent meetings purchased in your Shared Meetings subscription. You are invoiced for the number of concurrent meetings purchased, subject to a True Forward, described below. You can purchase a maximum of 25 (combined) Cloud Shared Meetings and/or Premises Shared Meetings.

- b. **Registered Users of Cloud Shared Meetings.** You must register all users who require hosting privileges (“Registered Users”). Only Registered Users may host Cloud Shared Meetings. A Cloud Shared Meetings Registered User must be an Employee selected and registered by the Subscriber to use the Cloud Shared Meetings.

- c. **True Forward.** The True Forward for Cloud Shared Meetings and Premises Shared Meetings will be calculated separately. If your Maximum Concurrent Meetings exceeds the number of concurrent meetings you purchased in your Shared Meetings subscription, Cisco will adjust the quantity of concurrent meetings (and corresponding Shared Audio minutes) in your subscription going forward to align with your actual usage in the prior 3 months (“True Forward”). A True Forward will be implemented at least quarterly on each 3-, 6-, 9-, and 12-month anniversary of the Effective Date of your subscription, unless Cisco decides to conduct them less frequently. A True Forward adjustment to your subscription will apply to any Shared Audio subscription (described below) that you purchase with your Shared Meetings subscription.

- d. **Maximum Concurrent Meetings Calculation.** Actual meeting usage is automatically calculated. If, at any time, the Maximum Concurrent Meetings exceeds the total number of Shared Meetings purchased, Cisco will make a True Forward adjustment to your fees that is equal to the amount owed.

##### e. Add-On Shared Audio Subscriptions (for Cloud Shared Meetings only)

- i. **General.** Cisco offers optional audio services (“Shared Audio”) as a fully integrated solution with Cisco WebEx conferencing services in Cloud Shared Meetings. Shared Audio is a cloud-based solution that provides call-in and call-back/call-me capabilities as specified for each offer. Shared Audio for fixed-monthly-rate offers is invoiced monthly in advance for the duration of the Subscription Term, based on the quantity of licenses purchased. Refer to the Audio Restrictions (in this document) for additional important information regarding audio services.
- ii. **Order Quantity.** The quantity of purchased Shared Audio subscriptions must equal the quantity of Cloud Shared Meetings subscriptions. Shared Audio subscriptions are not available as standalone subscriptions, or in quantities different from the Cloud Shared Meetings subscription.
- iii. **Usage Limits.** Each Shared Audio subscription includes an allotment of 5,000 minutes of audio usage per month to be shared across Registered Users. If multiple Shared Meetings are purchased, the total available audio minutes per month in a Cloud Shared Meetings subscription will equal the number of Shared Meetings purchased multiplied by 5,000 minutes. For example purposes only, in a Shared Meetings subscription: 5,000 audio minutes per month x 10 Shared





Meetings = 50,000 audio minutes per month to be shared across all Registered Users. Note: When personal conference numbers (PCNs) are enabled on a site and are used, the total audio minutes for each PCN meeting will be counted against the 5,000 public switched telephone network (PSTN) minutes per month limit, even when the Cisco WebEx conference is not started.

- iv. **True Forward.** If in any month during the subscription Term, the total monthly audio usage exceeds 5,000 minutes of Shared Audio per month per Shared Meeting, the quantity of Cloud Shared Meetings and Shared Audio Minutes will be increased during the True Forward process to cover the maximum usage.
- v. **Shared Audio Plans**
  - **Toll Shared Audio.** Toll Shared Audio is a Shared Audio subscription purchased by the Subscriber, where 5,000 PSTN audio minutes are shared across all meetings hosted by the Registered Users during the month. Each subscription to Toll Shared Audio provides access to global toll call-in and bridge country/domestic toll call-in services. This offer is available in the following countries: [Country Coverage Listing](#)
  - **Toll Plus Shared Audio.** Toll Plus Shared Audio is a Shared Audio subscription purchased by the Subscriber, where 5,000 PSTN audio minutes are shared across all meetings hosted by the Registered Users during the month. Each subscription to Toll Plus Shared Audio provides access to global toll call-in, bridge country/domestic toll call-in, and bridge country/domestic call-back services. This offer is available in the following countries: [Country Coverage Listing](#)

## 5. Device

- a. The Cisco Spark Device subscription is available for Cisco Devices that have the capability to register to Cisco Spark (such as Cisco Spark Board and the Cisco Spark Room Kit family of products as well as the Cisco MX, DX and SX Series). Under the Cisco Spark Device subscription model, you will purchase one subscription for each Device that you intend to use with the Cisco Spark Service. Note: A Device that does not have a Cisco Spark Device subscription can be used only as a replacement spare and cannot be registered to any call control solution unless replacing a Device under active subscription. Any Device you purchase as part of a Cisco Spark Device subscription is entitled to be registered to the Cisco Spark Cloud, as well as to receive technical support and Software upgrades. You will be invoiced for each Cisco Spark Device purchased with a subscription. Cisco Spark Device entitlements may not be shared or used concurrently by any Device other than the one Device to which a Cisco Spark Device entitlement is assigned. If the Subscriber uses more Devices than Device entitlements purchased, the Subscriber will be invoiced for such additional Devices.
- b. Note: Devices purchased originally as standalone devices (without a Device subscription) can be migrated to Cisco Collaboration Cloud, provided the appropriate migration Device subscription is purchased and valid.

## 6. WebEx Audio Services

- a. Cisco Spark Flex Plan subscriptions (excluding Named User) include optional Cisco WebEx audio services ("**WebEx Audio Services**"). The WebEx Audio Services provide toll, toll-free, and call-back/call-me capabilities. WebEx Audio Services are billed on a per minute of usage basis. Pricing is based on bridge and call features, rate plan, ISO country, and zone. WebEx Audio Services are offered in two billing options, uncommitted and committed billing, as detailed below. WebEx Audio Services have geographic limitations as set forth in the Country Coverage Listing.
- b. Under the uncommitted billing option, you will be invoiced at the end of each month based on your users' actual usage over the billing period. In uncommitted billing, fees are subject to change at any time. You will be charged the rate in effect at the time of usage.
- c. Under the committed billing option, you will be invoiced monthly in advance for the duration of your Cisco Spark Subscription Term, based on a committed monthly dollar (or equivalent currency) amount. WebEx Audio Services usage in excess of committed amounts (overage) will be invoiced at the end of each month at the contractual committed billing rate. Committed usage amounts that you do not consume during the month may not be carried forward.

## C. Glossary

1. "Cisco **Spark Board Solution**" includes the Cisco Spark Board Device and the Cisco Spark Device subscription as detailed in the Cisco Spark data sheet.



2. **“Cisco Spark Cloud Shared Meetings” (“Cloud Shared Meetings”)** refers to the Cisco Spark software-as-a-service described in Section 2 above. Cloud Shared Meetings includes Cisco WebEx Advanced Meetings and Cisco Spark Basic Meetings.
3. **“Cisco Spark Device subscription”** refers to the Cisco Spark subscription model wherein you purchase a Device at a reduced price when combined with a Cisco Spark subscription.
4. **“Cisco On-Premises Shared Meetings” (“Premises Shared Meetings”)** is the on-premises Shared Meetings software solution described in this Offer Description and further detailed in the Cisco Spark Data Sheet.
5. **“Device”** refers to a Cisco video endpoint that is purchased with a Cisco Spark subscription as part of an integrated Cisco Spark solution. (For clarification, the same endpoint that is purchased for on-premises use is not a Device.)
6. **“Employees”** are the full and part-time employees or third-party contractors (subject to the conditions described below) of the Subscriber and its subsidiaries and affiliates and are provided “User” or “Named User” accounts in order to access the Cisco Spark Service. Employees do not include the Subscriber’s parent company, unless the Subscriber intends to assign a Named User account to an Employee of the parent company, which is an option but requires that the parent company Employee is a Named User for purposes of usage calculation. Employees may include third-party contractors only if (a) the third-party contractor is counted as an “Employee” when the Subscriber orders the subscription quantity, (b) the Subscriber allows the third-party contractor to use the Services or Software only for the benefit of the Subscriber, (c) the Subscriber does not charge the third-party contractor for the use of the Services or Software, and (d) the Subscriber is responsible for all fees incurred by such third-party contractor. The Subscriber hereby acknowledges that it is fully liable for the acts, omissions, or misuse of the services or Software by a third-party contractor.
7. **“Knowledge Workers”** means your Employees and contractors that use computing or communications devices capable of running the Software or Cisco Spark Services as part of their job duties that are performed on your behalf.
8. A **“Meeting”** refers to one of the following occurrences initiated by a user: (a) hosting at least one Cisco Spark, Cisco WebEx, or Cisco Meeting Server meeting under a Cisco Spark Flex Plan subscription (“Spark Flex Meeting”) within a subscription month or (b) using their designated PCN service, regardless of whether a Spark Flex Meeting is launched. (Note: An unscheduled Spark Flex Meeting of two people does not count as a Spark Flex Meeting).
9. **“Maximum Concurrent Meetings”** is the maximum, combined number of concurrent Cloud Shared Meetings and Premises Shared Meetings hosted by the Subscriber’s Registered Users during the Term.
10. **“Registered User”** is an Employee that the Subscriber registers to receive the Cloud Shared Meetings.
11. **“Shared Meetings”** refers to units of concurrent meetings (Premises Shared Meetings and/or Cloud Shared Meetings).