



Webex Meetings

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4. DEFINITIONS

1. GENERAL

- 1.1 **Service Definition.** Webex Meetings is an integrated audio, video and content sharing online virtual meeting service. Other Cisco services may become available under the terms of this service attachment from time to time.
- 1.2 **Standard Service Features**
 - 1.2.1 **Webex Meetings.** Webex Meetings 3.0, also known as Collaboration Flex, is a single subscription cloud-based platform providing access to collaboration services and software, which Customer can mix and match depending on users' needs. The service integrates with Verizon's ability to deliver connectivity to VoIP customers as an on-net no usage charge call and inbound/outbound PSTN connectivity.
 - 1.2.1.1 **Collaboration Flex Subscription Packages.** Collaboration Flex subscription packages include the following:
 - **Collaboration Flex Named User.** The Collaboration Flex Named User Package provides an identified Leader with a license, granting that individual access rights to the Collaboration Flex platform. Named User allows Customer to purchase at a per user rate in various increments.
 - **Collaboration Flex Enterprise Agreement.** The Collaboration Flex Enterprise Agreement Package provides Customer with a subscription license for each Named User Employee. Each Named User will receive a unique account that may not be shared or used by anyone other than the designated Named User. This package requires a minimum purchase of 250 licenses. This package is subject to the True Forward Service Order process.
 - **The Collaboration Flex Active User.** Package provides Customer with a subscription for each Named User Employee. However, Customer only pays for those Named User Employees who are active in a given month above a minimum purchase of 40.
 - 1.2.1.2 **Collaboration Flex Webex Meetings Options.** The following service options are available with Collaboration Flex:



- **Content Management.** Collaboration Flex offers the ability to record meeting events in the cloud. Customers receive a base storage of 1GB per user with the price of a Named User or Enterprise Agreement license. Active User licenses come with 5GB per user. Additional storage can be purchased in 500GB increments.
- **Telehealth Connector.** The Telehealth Connector includes subscription-based video meetings integrated into the EMR portal and also includes the ability to monitor the lifecycle of a telehealth visit in Epic.
- **Webex Expert on Demand.** The feature enables the use of Webex software via Augmented Reality (AR) headsets by meetings users.
- **Teams Messaging Add On.** Provides unlimited messaging and allows users to share content within shared spaces. Users can perform one-to-one and group messaging.
- **Webex Messaging File Storage.** Provides each Knowledge Worker with 20 GB of file storage through the Webex Teams Messaging application. Additional storage may be purchased in 1 TB increments.
- **Webex Meetings Services.** In addition to Webex Meetings capabilities, Customers can purchase the following subscription packages:
 - Webex Meetings with capacity of 1,000 attendees per session and up to 75 attendees join using Cisco Webex Teams or Cisco TelePresence applications or SIP attendees.
 - Webex Training Center service with capacity of 1,000 attendees per session.
 - Webex Event Center service with capacity of 1,000 attendees per session.
 - Audio Broadcasting (used with Event Center only).
 - Webex Support Center service with capacity of five attendees per session.
- **Cloud Connected Audio.** Cloud Connected Audio (CCA) enables Webex-integrated audio via audio bridges hosted in Cisco's network.
 - **Service Location Availability.** Outside of the U.S., availability for CCA will vary country-to-country and Verizon will confirm (or deny) specific country availability upon Customer's request.
 - **Codec and Signalling Support.** CCA works only with G.711, the audio compression codec. Customer is responsible for transcoding any non-G.711 audio media stream to G.711.
 - **Cisco WebEx Cloud Infrastructure.** CCA does not dedicate any equipment or bandwidth to any specific customer's audio traffic. All Customer traffic will traverse over shared infrastructure which includes Cisco Webex data center equipment, audio bridge, and other servers and all connections between them.
 - **Telecommunications Access.**
 - **Toll Meet Me Access.** This Access method provides the Participant with a direct dial number to the Webex Meetings bridge. Each call to the bridge is initiated separately by each Participant who is responsible for the transport charges incurred in connection with the Webex Meeting. Customer, however, is responsible for the usage rate for conversion of TDM-based traffic to IP.
 - **Dial-Out Access.** This access method enables the Webex bridge to dial out and establish the Webex Meeting. It is initiated by a Participant requesting dial-out from the Webex Meeting interface.
 - **Toll Free Meet Me Access.** This access method allows Participants to access a Webex Meeting via a number that is toll free in the United States and parts of Canada.
 - **Global Access**
 - **Global Access–Local Toll Access.** Global Access–Local Toll Access (Local Access) allows Participants to access a Webex Meeting via a non-U.S. number.
 - **Global Access–Local Freephone Access.** Global Access–Local Freephone Access (Local Freephone Access) allows Participants not located in the U.S. to access a Webex Meeting via a Local Toll Free number (the Local Freephone Access number). An in-country Local Freephone number and corresponding passcode allows direct dial access to the Webex Meeting.



- **Administrative Portal.** The Administrative Portal allows administrators to manage services and users, provision devices, view detailed analytics and reporting, and configure security and compliance policies.

Note: Customer and Participants are responsible for telecommunications costs incurred in accessing the Service.

- 1.2.2 **Cisco Webex EDGE Connect.** EDGE Connect provides a dedicated, managed, Quality of Service (QoS)-enabled IP peering link from Customer's premises directly to the Cisco Webex backbone via the Equinix cloud exchange. This is an alternative to using the public internet to connect to Webex. Peering links are available at four capacity levels: 200 MG, 500 MG, 1 GB, 2GB, 5 GB, and 10 GB.
- 1.2.3 **Cisco Webex Integration for Microsoft Teams.** This Microsoft Certified third-party service, based on Cloud Video Interop (CVI), which is hosted in the cloud and sold on a per license basis, enables Cisco Meeting Room devices to connect to Microsoft Teams without third-party interoperability solutions.

1.3 **Customer Responsibilities**

- 1.3.1 **Responsibility for Charges.** Customer shall be responsible for payment of rates, fees, charges and surcharges incurred for all use of Webex Meetings including, without limitation, unauthorized use of Webex Meetings.

2. **SUPPLEMENTAL TERMS**

- 2.1 **Protected Health Information (U.S. only).** Customer will not use the Service 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.
- 2.2 **On Line Password for Access to Service and CPNI.** At the time a Webex Meeting is established, Verizon will provide Customer's designated billing point of contact (Billing POC) with a Password, which Customer and the Billing POC may use to access the Webex Meeting and obtain information about the Webex Meeting 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 Webex Meetings for Customer personnel and to disclose the Password for Webex Meetings and CPNI access to other personnel of Customer, and that such personnel are authorized by Customer to access Webex Meetings and CPNI. Customer will be solely responsible for use and disclosure of the Password by Customer personnel.
- 2.3 **End User License Agreement.** The End User License Agreement (EULA) shall govern Customer's use of Webex Meetings; however, Section 2.6.3 below takes precedence over any conflicting provisions therein. The EULA is at https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html.
- 2.4 **Requested Information.** Customer agrees to provide information reasonably requested by Cisco that may be needed to provision service.
- 2.5 **Call Recording.** Customer may record the web and voice aspects of the Webex Meetings provided under this Service. 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 on the Webex Meeting. 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 call recordings, retention periods and deletion.

2.6 **Service Commitment Period**

2.6.1 **Service Commitment.** Unless otherwise stated in the Customer quote, the Service Commitment period for Webex Meetings is 12 months. In addition, and unless otherwise stated in the Customer quote, the Subscription Period for Collaboration Flex and/or Cloud Connected Audio/CCA (collectively, Standard Service Features) is 12 months. If the length of Customer's Subscription Period for the applicable Standard Service Feature(s) extends beyond the current Service Commitment period for Webex Meetings, the Service Commitment period for Webex Meetings shall extend for the full duration of Customer's Subscription Period for the applicable Standard Service Feature(s).

2.6.2 **Service Termination.** If (a) Customer terminates Webex Meetings or the Agreement before the end of the Service Commitment period for reasons other than Cause; or (b) Verizon terminates Webex Meetings or the Agreement for Cause before the end of the Service Commitment period pursuant to relevant sections in the Agreement or this Service Attachment, then Customer will pay, within 30 days after such termination, (i) an amount equal to the number of months remaining in the Service Commitment period multiplied by the applicable Monthly Recurring Charge (MRC), plus (ii) a pro rata portion of any and all applicable credits received by Customer.

2.6.3 **Service Non-Renewal Notice.** If Customer does not wish to renew its Collaboration Flex and/or CCA subscriptions, it must notify Verizon 45 days prior to the end of its current Subscription Period by using the Verizon Enterprise Center (VEC) portal. Otherwise, Customer shall pay applicable charges for the subscriptions at the newly-determined level for an additional 12 month period upon the expiration of its current Subscription Period.

2.7 **Verification and Extraordinary Events.** With respect to Collaboration Flex Employee Count, Named User, and Active User options:

2.7.1 **Verification.** Verizon may review pertinent Customer records during Normal Working Hours to verify Customer's usage of the Named User packages.

2.7.2 **Extraordinary Event.** Customer must inform Verizon in writing of any Extraordinary Event within 30 days of its occurrence. If an Extraordinary Event occurs, or Verizon determines that Customer is misusing Webex Meetings in accordance with the above, Verizon will bill Customer and Customer must promptly pay the rates and charges arising from Customer's increased usage of Webex Meetings.

2.8 **India.** This clause applies where the Verizon Party to an Order for Webex Meetings is legally organized in India. Prior to the Service Activation Date Customer will complete and sign, or will procure the completion and signing by its Indian Affiliate (or other end user) receiving Service in India, the Inspection Pro Forma at <https://enterprise.verizon.com/service/conferencing-inspection-pro-forma.dotm>.

3. **FINANCIAL TERMS**

3.1 **General**

3.1.1 **Taxes-Primary Place of Use (U.S. only).** 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. Further, 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.

3.1.2 Taxes- Primary Place of Use (outside U.S.). 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.

3.2 Collaboration Flex Subscription Model

3.2.1 Collaboration Flex Named User. Customer is invoiced for each Collaboration Flex Named User account purchased, irrespective of usage, and based on the date the account is provisioned by Cisco.

3.2.2 Collaboration Flex Enterprise Agreement. Customer will pay an MRC as a subscription license. Customer will be entitled to provision 120% of the agreed Knowledge Worker count (Growth Allowance). Provisioned Knowledge Workers will receive a unique account that may not be shared or used by anyone other than the designated Knowledge Worker. A Knowledge Worker account may not be transferred to another Knowledge Worker, except upon (i) termination of the Knowledge Worker's employment or (ii) with Cisco's prior written approval. This Collaboration Flex Enterprise Agreement model requires a minimum purchase quantity of 250 licenses. Customer must purchase a license to access the services or software for every Knowledge Worker. If at any time during the Service Commitment period the quantity of provisioned Knowledge Workers exceeds the Customer's Growth Allowance, Customer shall notify Verizon of this increase and execute a True Forward Service Order. In addition, on the anniversary date of each subscription license, Customer will either (a) execute a True Forward Service Order to true up the agreed Knowledge Worker count and Growth Allowance, or (b) confirm that there have been no changes. Customer may not decrease the Knowledge Worker quantity at any point during the Customer's subscription term. The Customer will be invoiced based on the date the subscription license is provisioned by Cisco.

3.2.3 Collaboration Flex Active User. Customer will pay an MRC for the Enrolled Number of Active User licenses, regardless of the number of Leaders that end up actually using Active User. If Customer does not wish to renew its Active User option, it must notify Verizon 45 days prior to the end of its current Subscription Period. If Customer fails to notify Verizon, Customer must pay license fees for the Active User option at the newly-determined level for an additional 12 month period. In any subsequent Service Commitment period, the number of licenses for which Customer will pay an MRC is determined by the greater of: (i) 15% of Customer's Employees as determined by Verizon and Cisco, in cooperation with Customer; or (ii) the average number of Named Users using Active User during months 9, 10, and 11 of Customer's current Subscription Period; or (iii) 40 Active Users. The number of Active Users can only be increased, and not reduced, during a Subscription Period. The following conditions also apply:



3.2.3.1 Purchased Minimums (Meetings). The following purchased minimums are applicable for new and existing customers.

- **New Customers.** The Collaboration Flex Active User package allows Customer to purchase a number of Named User licenses equal to at least the Initial Knowledge Worker count, with a minimum purchase of 40 licenses for a Subscription Period of 12 months.
- **Existing Customers.** If Customer is an existing Collaboration Flex customer, then its initial purchase of Flex Active User licenses from Verizon will not be less than the greater of 15% of the Initial Knowledge Worker count, or its current number of Named User licenses, with a minimum purchase of 40 licenses in either case for a Subscription Period of 12 months.

3.3 Other Applicable Charges. Customer will pay the charges for Webex Meetings specified in the Service Order Form and/or the Agreement, and at the following URL:

www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm.

4. DEFINITIONS. The following definitions apply to Webex Meetings, in addition to those identified in the Master Terms of the Agreement and the administrative charge definitions at the following URL

www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm.

Terms	Definitions
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.
Capacity	The number of Participants that may attend each meeting.
Employee/Knowledge Worker	Full- or part-time employee or third-party contractor of Customer and its Affiliates.
Enterprise Agreement	Buying model providing a license to access the services or software in Customer's subscription for every Knowledge Worker, subject to an agreed minimum quantity.
Employee Count	The number of employees as of the date of Customer's Service Order.
Extraordinary Event	An event occurring during an enrollment period that increases the number of employees by more than 20% from the Employee Count.
Leader	The Customer contact requesting a Webex Meeting.
Meeting	A virtual meeting hosted on the Cisco Meeting Server by a Collaboration Flex licensed user.
Participant	Any Customer-authorized party joining a Webex Meeting.
Password	An authorization code provided to Customer's Billing point of contact.
Subscription Period	A period of time for which Customer is committed to pay for a particular Standard Service Feature. A Subscription Period commences on the Service Activation Date of the Standard Service Feature to which it relates.
Site Administrator	Person responsible for all administrative duties for the Customer-specific website.
True Forward Service Order	An updated Service Order reflecting the revised Employee Count and adjusted applicable charges.
Enrolled Number of Active User Licenses	Enrolled Number of Active User Licenses represents the number of licenses on the subscription order.