



2025-4-291098 - Voice Options

Quote # Trace3.151185.v4

Prepared for:

Oldham County Schools

Trey Greenwell
trey.greenwell@oldham.kyschools.us

5 yr Flex MA 758 2100000767

Line #	Qty	Part Number	Product Description	Unit Price	Ext. Price
1	1	A-FLEX-3	Collaboration Flex Plan 3.0	\$0.00	\$0.00
2	1500	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	\$0.00	\$0.00
3	1800	A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	\$0.00	\$0.00
4	1800	A-FLEX-MSG-ENT	Messaging Entitlement	\$0.00	\$0.00
5	36000	A-FLEX-FILESTG-ENT	File Storage Entitlement	\$0.00	\$0.00
6	1800	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	\$0.00	\$0.00
7	1	A-FLEX-EDU-CUST	Education Customer	\$0.00	\$0.00
8	1500	A-FLEX-EACL-E	EntW Webex Calling for Education	\$392.73	\$589,095.00
9	1500	A-FLEX-P-CALL	Prem to Webex Calling / UCM Cloud	\$0.00	\$0.00
10	750	A-FLEX-LGW-CUBE	CUBE for Webex Calling -2	\$0.00	\$0.00
11	750	A-FLEX-CL-CA	Webex Calling Common Area Entitlement	\$0.00	\$0.00
12	1800	A-FLEX-C-PRO	Webex Calling Entitlement	\$0.00	\$0.00
13	25	DP-9861-K9=	Cisco Desk Phone 9861, Carbon Black	\$235.17	\$5,879.25
14	25	DP-9800-KEM=	Cisco Desk Phone 9800 Key Expansion Module, Carbon Black	\$207.29	\$5,182.25
15	1475	DP-9841-K9=	Cisco Desk Phone 9841, Carbon Black	\$137.61	\$202,974.75
16	22	C8200L-1N-4T	Cisco Catalyst 8200L with 1-NIM slot and 4x1G WAN ports	\$630.81	\$13,877.82
17	22	CON-L1NBD-C8200TL1	CX LEVEL 1 8X5XNBD Cisco Catalyst 8200L with 1-NIM slot and	\$1,269.45	\$27,927.90
18	22	MEM-C8200-4GB	Cisco Catalyst 8200 Edge 4GB memory	\$0.00	\$0.00

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Line #	Qty	Part Number	Product Description	Unit Price	Ext. Price
19	22	C-RFID-1R	RFID - 1RU for Cisco 8200/8300/8500L Series	\$0.00	\$0.00
20	22	C8200-RM-19-1R	Cisco Catalyst 8200 Rack mount kit - 19" 1R	\$0.00	\$0.00
21	22	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00
22	22	C8200-PIM-BLANK	Cisco Catalyst 8200 Edge PIM Blank	\$0.00	\$0.00
23	22	C-M2-BLANK	M.2 Blank for Cisco 8200/8300/8400/8500L Series	\$0.00	\$0.00
24	22	C8000-HSEC	U.S. Export Restriction Compliance license for C8000 series	\$0.00	\$0.00
25	22	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	\$0.00	\$0.00
26	22	SC8KBEUK9-179	UNIVERSAL	\$0.00	\$0.00
27	22	IOSXE-AUTO-MODE	IOS XE Autonomous or SD-Routing mode for Unified image	\$0.00	\$0.00
28	22	NIM-2FXS/4FXOP	2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	\$585.76	\$12,886.72
29	22	DNA-P-T0-A-5Y	Cisco DNA Advantage On-Prem Lic 5Y - upto 25M (Aggr, 50M)	\$1,866.40	\$41,060.80
30	22	SVS-PSTL1-T0-A5Y	Success Track L1 - DNA Advantage OnPrem Lic, T0, 5Y	\$840.00	\$18,480.00
31	22	DSTACK-T0-A	Cisco DNA Advantage Stack - upto 25M (Aggr, 50M)	\$0.00	\$0.00
32	22	NWSTACK-T0-A	Cisco Network Advantage Stack - upto 25M (Aggr, 50M)	\$0.00	\$0.00
33	22	TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded	\$0.00	\$0.00

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Line #	Qty	Part Number	Product Description	Unit Price	Ext. Price
34	22	SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage	\$0.00	\$0.00
35	22	DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN	\$0.00	\$0.00
36	22	C82L-1N-4T-PF	C8200L-1N-4T Platform Selection for DNA Subscription	\$0.00	\$0.00
37	22	IOSXE-AUTO-MODE-PF	IOS XE Autonomous or SD-Routing mode for Unified image	\$0.00	\$0.00
<p>FLEX Requested Start Date : Requested Start Date : 02-Jun-2025 Requested For : 60.00 Months From 02-Jun-2025 to 01-Jun-2030 Automatically Renews For : No Auto Renewal Billing Frequency : Prepaid Term</p> <p>Catalyst 8200- Requested For : 60.00 Months Automatically Renews For : 12.0 Months Billing Frequency : Prepaid Term</p> <p>SMARTnet Term 60 months</p>					
38	1	Shipping Charge	Shipping Charge	\$10,435.26	\$10,435.26

Subtotal: \$927,799.75

CiscoFlex EULA

Additional Information

Client's receipt and use of the Cisco offerings set forth in this Quote is subject to, and Client agrees to be bound by, the following:

- a. For Cisco Software and Cloud Services, the [General Terms](#) (including applicable [Offer Descriptions](#)), or equivalent written agreement between Client and Cisco for accessing and using Cisco Software and Cloud Services
- b. [Cisco Flex Agreement Terms - End User](#)
- c. Utilization of feature and/or usage based licenses may result in additional invoicing

By executing this quote, it is understood that this agreement is not eligible for cancellation.

Trace3 Services

Line #	Qty	Part Number	Product Description	Unit Price	Ext. Price
1	1	BI&C	NASPO Build, Installation, & Configuration	\$201,467.00	\$201,467.00

Subtotal: **\$201,467.00**

Quote Notes

Additional Information

Professional Service to be presented on a separate Scoping document.

Pricing Disclaimer

Additional Information

Trace3 will use commercially reasonable efforts to maintain the prices quoted herein through the quote expiration date. Notwithstanding any other term or condition in this quote or any existing agreement applicable to this quote, Trace3 reserves the right to rescind this quote prior to the quote expiration date in the event of OEM (including distributors) price increases due to tariffs, in which case Trace3 will issue a new quote with revised pricing. Trace3 will use commercially reasonable efforts, but will not be obligated to, provide advance notice of such rescission.

2025-4-291098 - Voice Options

Prepared by:

Trace3 - Lexington

Ryan Carnes
ryan.carnes@trace3.com

Prepared for:

Oldham County Schools

1900 Button Lane
La Grange, KY 40031
Trey Greenwell
(502) 241-3500
trey.greenwell@oldham.kyschools.us

Quote Information:

Trace3.151185.v4

Quote Date: 05/08/2025
Expiration Date: 06/06/2025

Quote Summary

Description	Amount
5 yr Flex MA 758 2100000767	\$927,799.75
Trace3 Services	\$201,467.00
Total: \$1,129,266.75	

Upon client signatory's execution of this Quote, he/she affirms that:

1. Client will purchase and pay Trace3 for the equipment and/or services referenced above;
2. Without a separate written agreement signed by Trace3 and client, equipment and/or services referenced above are provided solely subject to the terms of this Quote and the applicable terms and conditions located at <http://www.trace3.com/legal>
3. He/she is authorized to accept this Quote on behalf of client and has complied with all of client's business practices in making this purchase;
4. Quoted amounts exclude sales taxes, which will be charged on all U.S. shipments; and
5. Client is responsible for submitting exemption certificates for sales tax-exempt purchases.
6. Use of the equipment and/or services referenced above is subject to the applicable end-user license agreement of the manufacturer.

Oldham County Schools

Signature: _____

Name: _____

Title: _____

Date: _____

Project Solutions Agreement

Oldham County Schools

Phones Rollout

Trace3

Account Manager: Ryan Carnes

Service Delivery Manager: Mike Garabelli

May 7, 2025

Version: 1.0

Please note the pricing and other terms and conditions proposed in this are only valid for 30 calendar days from Trace3's initial presentation of this to Client.

1 PROJECT DETAILS

This Project Solutions Agreement ("**Agreement**"), dated as of the date last signed below ("**Effective Date**"), is between Trace3, LLC, a California limited liability company ("**Trace3**"), and the entity named "Oldham County Schools" below ("**Client**" and together with Trace3, the "**Parties**").

Summary: Client desires Trace3 to provide to Client certain information technology consulting services (the "**Services**"), hardware, and/or software equipment (the "**Products**" and together with the Services, the "**Deliverables**") as described in this Agreement (collectively, the "**Project**").

Project Name: Phones Rollout

Agreement: This Agreement consists of this signature page and the following Annexes, which are incorporated into this Agreement:

Annex A: Project Specifications

Annex B: Project Pricing

Annex C: General Terms

Contact Information:

Trace3 Contacts:	Account Manager: Ryan Carnes Phone: 606-627-0244 E-mail: ryan.carnes@trace3.com	Trace3, LLC 7505 Irvine Center Drive, Suite 100 Irvine, CA 92618 Attention: Legal Department Fax: 949-333-2400 E-mail: legal@trace3.com
	Service Delivery Manager: Mike Garabelli Phone: 616-258-7914 E-mail: mike.garabelli@trace3.com	
Client Contacts:	Client Sponsor: Trey Greenwell Title: Chief Information Officer Phone: 502-241-3500 E-mail: trey.greenwell@oldham.kyschools.us	Oldham County Schools 1900 Button Lane La Grange, Kentucky 40031 Attention: Trey Greenwell E-mail: trey.greenwell@oldham.kyschools.us

Signature: Client and Trace3 hereby agree to the terms of this Agreement by signing below:

OLDHAM COUNTY SCHOOLS

By: _____

Name: _____

Title: _____

Date: _____

TRACE3, LLC

By: _____

Name: _____

Title: _____

Date: _____

2 ANNEX A – PROJECT SPECIFICATIONS

2.1 BACKGROUND AND PROJECT OBJECTIVES

2.1.1 Client Background Information

Client is a public school district located in Kentucky, serving a diverse student population across multiple schools. The district is focused on providing quality education and ensuring students and staff have the tools they need to succeed. As part of its modernization efforts, the district is upgrading its communication systems to better support administrative and instructional functions.

2.1.2 Business Objectives

The goal is to replace the outdated End of Life (“EOL”) phone system and install a new, more efficient phone system. The project aims to provide a more reliable, scalable communication solution that will enhance collaboration across the district.

2.1.3 Technical Objectives

Trace3 will take receive the new phone system, inventory the devices, and ensure each phone is properly asset-tagged for tracking purposes. The phones will then be deployed across the Client’s locations to replace the old system. Additionally, the existing phones will be collected and recycled in an environmentally responsible manner, ensuring proper disposal and data security.

2.2 SCOPE OF WORK

Trace3 will perform and deliver the Deliverables as described in this Agreement. Additional Deliverables not specifically described in this Agreement will be addressed in separate statements of work. **The following items are within the scope of work contemplated by this Agreement:**

2.2.1 In-Scope Hardware/Software/Environments/Sites (“In-Scope Items”)

- **In-Scope Hardware (“In-Scope Hardware”)**
 - Up to one thousand five hundred (1,500) phones or side cars
 - New Cisco phones
 - Existing phones
- **In-Scope Environments (“In-Scope Environments”)**
 - WebEx Calling
 - On-Premise Cisco Unified Communications (“UC”) Environment

2.2.2 Work Location(s)

- Oldham County, Kentucky (up to twenty-two (22) locations)
- Professional Services not requiring presence onsite may be performed remotely

2.2.3 Scope Particulars

Plan Phase

- Project Initiation
 - Provide Client with Project kick-off pre-requisites including required Client attendees, existing environment documentation requests, and preparation checklists (if applicable)
- Conduct Project kick-off meeting with Client’s team to:
 - Validate Project Scope, goals, and communicated outcomes
 - Validate Project governance framework in support of the Project Management Services

- Validate Project schedule, key milestones and critical path items
 - Validate Change Request process
 - Validate Project contacts list
 - Validate Pre-requisites and other Project specific details required in support of Scope performance
- Create a Project Plan containing a Project Schedule

Discovery Phase

- Meet with Client Subject Matter Experts ("**SMEs**") for discovery and planning
 - Trace3 will access Client's current Cisco UC Environment and export current configurations for Discovery Session Review, or review exported information from the current environment
- Discovery efforts for E911
 - Floorplans
 - Number of switches per location
 - Number of voice Virtual Local Area Networks ("**VLANs**")
 - Detailed Internet Protocol ("**IP**") Ranges
- Discovery efforts for Public Switched Telephone Network ("**PSTN**") services
 - Gathering required information (Client Service Record) for porting to a new carrier
- Discovery efforts for third-party Integrations
 - Imagicle
 - Singlewire
- Discovery for feature functionality across the entire environment

Design Phase

- Write design documentation for standard configurations, implementation plan, test plans, and cutover schedule
- Document E911 mappings for USA sites
- Design for PSTN services configuration and migration
 - Gathering required information for porting to a new carrier
- Design efforts for third-party Integrations
 - Imagicle
 - Singlewire
- Design for feature functionality across the entire environment

Execute Phase

- Implementation
 - Control Hub Configurations for organization-wide settings, Active Directory ("**AD**") / Azure Sync, Single Sign-On ("**SSO**"), Hybrid Calendaring, Domain Name System ("**DNS**"), and Session Initiation Protocol ("**SIP**") Domains
 - Configure WebEx Calling for up to twenty-one (21) Locations in Control Hub
 - Configure E911 for up to twenty-one (21) US/Canada locations using RedSky (Client is responsible for configuring Link Layer Discovery Protocol ("**LLDP**") on access layer switches for tracking Handset Enhanced Location Determination ("**HELD**") capable endpoints)
 - Configure features such as Auto Attendants, Call Park, Call Pickup, Hunt Group/Call Queues, and Built-in Paging
 - Configure/Integrate up to twenty-two (22) existing Cisco Unified Border Element ("**CUBE**") as Local Gateways for PSTN Connectivity and Survivable Remote Site Telephony ("**SRST**") for WebEx Calling and on-premise environment integration
 - Integrate up to twenty-one (21) Analog Gateways to Control Hub (Vg400-410-420) and configure up to forty-two (42) Analog Gateway ports

- Migrate up to one thousand five hundred (1500) WebEx Calling Supported Endpoints to Multiplatform Firmware or configure newly purchased endpoints.
 - Migrate up to one thousand five hundred (1500) Users to WebEx Calling.
 - Conduct an administrator knowledge transfer session for Control Hub
- User Acceptance Testing ("**UAT**") Plan for WebEx Calling
 - Trace3 and Client will create a list of all test cases based on call flow and application design; Client will conduct UAT
 - Trace3 and Client will create a list of all test cases based on call flow and application design for Client Experience Essentials queues; Client will conduct UAT
- End User Training
 - Conduct up to two (2) end-user "train-the-trainer" sessions for user-facing applications, e.g., WebEx Application, Imagicle Attendant Console, Client Experience Essentials interface and provide relevant Cisco documentation
- Cutover preparation and testing with pilot group
 - Conduct cutover activities and testing for one (1) cutover (review hour alignment per project)
 - Go-Live support for one (1) cutover at up to four (4) hours each
 - Day one (1) support (also known as Go-Live support) directly follows cutover activities for each Business Unit(s)
- Third-Party Integrations
 - Assist and/or migrate existing or new Singlewire Informacast environment to WebEx Calling for up to twenty-two (22) locations
 - Assist Imagicle with WebEx Calling platform integration
 - Assist Audiocodes/Oracle/Ribbon with integration
- PSTN Number Porting
 - Assist with managing up to ***** PSTN number porting activities (working with Client for current PSTN bills and Letter of Authorization ("**LOA**") requirements for porting submission) and testing.

Closure Phase

- Provide As-Built documentation of technology considered in-scope for this Project
- Provide Project lessons learned documentation
- Complete Project closure meeting with Project team
- On-Site Delivery Services
 - Receive, inventory, and asset tag phones
 - Perform physical phone deployment
 - Collect and recycle existing phones
- Conduct Knowledge Transfer:
 - Provide an informal overview of administrative and operational functions on or before the Services completion with the necessary and identified staff available for the session
- Deliver Completion Certificate and attain Client sign off

***Please note: Knowledge Transfer does not replace formal system training. Knowledge transfer is delivered as part of the Services and will be one (1) session lasting up to two (2) hours. Client must identify necessary staff required/needed for the Knowledge Transfer session and do everything they can to have the identified resources available for the session. This transfer of knowledge will be conducted in an informal and informative way, not prepared in advance, and without creating any knowledge artifacts such as documents, diagrams or videos. A recording of the session may be done at Client's request. If recorded, it will be distributed to the Client within three (3) business days of the completion of the Knowledge Transfer session.**

2.2.4 Deliverables and Acceptance

The following table summarizes what Deliverables will be accomplished in each Project Phase:

Project Phase	Deliverables
Plan Phase	<ul style="list-style-type: none"> Project Plan Project Status Reports during Project term (as agreed upon during Project kickoff)
Discovery Phase	<ul style="list-style-type: none"> Discovery Workbook
Design Phase	<ul style="list-style-type: none"> Design Documentation
Execute Phase	<ul style="list-style-type: none"> Control Hub Implementation
Closure Phase	<ul style="list-style-type: none"> As-Built Document Approved Completion Certificate

Acceptance shall conform to such criteria as may be developed and agreed upon by both Parties as defined during the Project kickoff.

2.2.5 Estimated Project Timeline

2.2.5.1 Start Date

This Project is estimated to start on or after June 2, 2025 ("**Start Date**"). Depending on resource availability, this estimate is subject to change at Trace3's discretion. The assigned Project lead will confirm the Project Start Date when they are engaged.

2.2.5.2 End Date

This Project is estimated to end no later than August 1, 2025 ("**End Date**").

2.2.5.3 Estimated Timeline

The below timeline reflects what Trace3 estimates the duration of this Project to be. This is only a preliminary estimate based on the information currently presented to Trace3 and is subject to change once the Project commences. Any changes to this estimate will be communicated to Client by the Project Lead.

Estimated Timeline	
Phase	Estimated Duration
Plan Phase	One (1) week
Execute Phase	Seven (7) weeks
Closure Phase	One (1) week

2.2.6 Project Management ("**Project Management Services**")

The Trace3 Project Manager will be responsible for the overall Project and coordination of Project management activities with Client's Project Lead. The Project Leads will be responsible for coordinating all engagement activities and scheduling resources as well as for serving as the single point of contact for Trace3 and Client for this engagement.

The Project will be managed using formal project management methodologies consistent with the Project Management Institute Project Management Body of Knowledge ("**PMBOK**") framework. The following is a list of tasks which will be performed to manage the Project:

Project Initiation

- Facilitate Project Kick-Off Meeting to review objectives, Scope, budget, Deliverables, timeline, and success criteria

- Identify initial assumptions, dependencies, critical path items, and constraints

Project Planning

- Verify Client specific details including service hours, maintenance process(es), and administrative requirements
- Establish communication plan ("**Communication Plan**") to be executed throughout the Project
- Work with technical team(s) to establish an approved detailed Project Plan/Schedule

Project Execution

- Drive and manage Project tasks per established Project Plan
- Facilitate scheduling for on-demand meetings to support Project efforts

Control and Monitoring

- Risk and issue management to identify and manage risks, execute established mitigation plans, and facilitate resolution of Project execution issues
- Financial management – monitor and manage Project budget (Labor, T&E, misc.)
- Establish a one-page Project overview summarizing Project health and status
- Confirm Client acceptance at the end of each milestone or Deliverable
- Conduct weekly status meetings to deliver communication on the current Project health and status to Project stakeholders
- Provide weekly status reports to document and communicate Project health and status

Closure

- Confirm Client's acceptance of Project Completion

2.3 OUT OF SCOPE

The following items are outside the scope of Deliverables contemplated by this Agreement:

- Data migration or protection services not clearly detailed within the Scope of Work section of this Agreement
- All levels of support not specifically detailed within the Scope of Work section of this Agreement
- Working on open maintenance and support issues unless the maintenance and support case and remedial efforts towards resolution are explicitly defined in this Agreement
- Any specific task or Deliverables not clearly stated in the Scope of Work section of this Agreement

Any mutually agreed upon changes to the Scope of Services shall be set forth in a Change Request Form as detailed in the Project Change Process section below.

2.4 PROJECT CHANGE PROCESS

Trace3 is not responsible for issues out of its control, which sometimes includes Client unpreparedness, technical issues (based on Client responsibilities in this Agreement), manufacturer bugs (code issues), hardware failures after forty-eight (48) hour burn-in, or additional features desired (not outlined in this Agreement). Changes in Services requirements to this Agreement or issues out of Trace3's control will require a written Change Order, submitted and signed by both Parties, and billed in addition to the Fees outlined in this Agreement.

Either Party may initiate requests to change or modify the Project, a Project Phase, or the Deliverable Specifications (each, a "**Change Request**"). Any Change Request will be governed by the General Terms of Annex C and will utilize the form of written change request (the "**Change Request Form**"), if applicable.

2.5 ASSUMPTIONS AND CONSTRAINTS

2.5.1 Scope of Services Assumptions

- Client will be available to Trace3 to provide access to areas, general Information Technology ("**IT**") information and post install testing.
- Client will provide adequate power, if adequate power is not available, a generator rental rate of \$70.00/hour will apply.
- Client will provide a working internet connection.
- Return trips caused by lack of availability of Client resources will be subject to a return charge of \$1,800.00.
- All work will be performed during normal business hours unless after-hours work is requested and approved during the scoping process.
- Trace3 will install equipment in a neat and orderly fashion and remove the related trash
- Services will be delivered continuously from the start of the Project until the completion of the Deliverables or allotted time unless otherwise stated in this document with the exception of holidays and scheduled time off.
- Services will be delivered continuously from the start of the Project until the completion of the Deliverables or allotted time unless otherwise stated in this document with the exception of holidays and scheduled time off.

2.5.2 General Assumptions

The following general assumptions will apply to the execution of the Deliverables:

- Client and Trace3 will conduct a project Kickoff to ensure that timelines, owners, detailed implementation plans, change and communication management are all aligned
- Cisco Smart account is created and properly configured
- Cutover of all applications occurs in up to **** phases/maintenance windows
- Trace3 will open and manage any required Technical Assistance Center ("**TAC**") cases throughout the project.
- The internet is accessible from the in-scope environments or Cisco Smart Software Manager ("**CSSM**") is locally installed and accessible
- Existing applications and infrastructure are in proper working order and licensed for production
- Services will generally be performed during normal business hours which are defined as being between 8:00 AM and 5:00 PM Client's local time. If Services are needed after normal business hours, Trace3 and Client must mutually agree upon the schedule before such after-hours Services commence.
- Services detailed in this Agreement are expected to be fully delivered by either (a) the End Date or (b) within twelve (12) months of the Effective Date ("**Expiration Date**"). Client and Trace3 acknowledge and agree that at any point after the Effective Date, should Client or Trace3 reasonably foresee the Services extending beyond Expiration Date, renegotiation of terms of this Agreements will be documented using a Project Change Request prior to Expiration Date.
- If applicable, systems within the scope of this Agreement must have an active and current maintenance and support contract ("**Maintenance Agreement**"). Evaluation licenses or hardware must be converted to fully licensed and entitled levels prior to commencement of the engagement.
- Client acknowledges and accepts that any hardware or software not available may delay the Project schedule and be subject to a Change Request.
- If requested by Trace3, Client will provide a Trace3 field resource remote access to Client's IT environment with access to In-Scope Items from a secure remote location. When feasible, Trace3 will complete all Project work remotely (a) over Webex sessions with the Parties' resources, (b) Teams sessions with the Parties' resources, or (c) over a VPN connection with Trace3 resources.

2.6 RESPONSIBILITIES

2.6.1 Trace3 Responsibilities

During the Term, Trace3 will undertake the following responsibilities reasonably applicable to the execution of the Deliverables:

- Trace3 will submit written reports, and documentation related to the status and success of execution of the Deliverables to Client as mutually agreed upon by the Parties.
- Trace3 will provide Client a lead contact person for the Project (the "**Trace3 Project Lead**") with such qualifications, expertise, and knowledge necessary and applicable for Trace3 to fulfill its obligations under this Agreement.
- Trace3 will make commercially reasonable efforts to maintain consistency in the Trace3 Project team which will be responsible for the delivery of Services hereunder. Trace3 and Client agree that certain staffing factors (e.g. terminations, resignations, promotions, long term disabilities) may require changes in the Trace3 resources delivering the Services hereunder. In the event that a change of Trace3 personnel is required, Trace3 shall: (i) if the applicable personnel is named under this Agreement, provide reasonable notice to Client of such change, (ii) ensure that a full knowledge transfer occurs between new and incumbent personnel without cost to Client, and (iii) ensure that new personnel have the skills and experience necessary to perform the Services.

2.6.2 Client Responsibilities

During the Term, Client will undertake the following responsibilities reasonably applicable to the performance and delivery of the Deliverables:

- Client will provide Trace3 personnel assigned to work at Client's premises reasonable use of Client's facilities. Prior to the Project Start Date, Client will complete all necessary facilities arrangements and such arrangements, will stay in place throughout the Term.
- Client is responsible for provisioning required access within three (3) business days of Project kick-off.
- Client will make available to Trace3 knowledgeable Client personnel promptly upon a request from Trace3 via phone or e-mail to provide background information and clarification of information required by Trace3 personnel to perform and deliver the Deliverables.
- Client is responsible for providing an environment that is prepared and ready for Services to commence on the Project Start Date.
- Client will be responsible for any business and data application testing and all necessary data backup in preparation for and during the performance and delivery of the Deliverables. It is recommended Client perform a backup of all data that could be impacted by this Project prior to the Project Start Date.
- Client is responsible for the identification and interpretation of, and ensuring compliance with, any laws, statutes, rules, regulations and standards applicable to its or its affiliates' business or operations.
- The documentation and information provided by Client to Trace3 personnel will be accurate, complete, and up-to-date.
- Client hereby grants Trace3 a limited, non-transferable license during the Term to use certain proprietary computer systems, technologies, and data owned by Client and its affiliates, which are necessary for Trace3 to perform and deliver the Deliverables.
- If required by Trace3, Client will participate in testing as directed by Trace3.
- Client will provide Trace3 a lead contact person for the Project (the "**Client Project Lead**") with such qualifications, expertise, and knowledge necessary and applicable for the Client to fulfill its obligations under this Agreement.

In the event Trace3 is delayed in its performance of Services on account of Client's failure or delay in performance of its responsibilities, and such failure or delay on the part of Client continues for more than five (5) business days after receipt of written notice from Trace3, Trace3 shall be entitled to an adjustment in the Fees in an amount representing the additional out-of-pocket expenses incurred by Trace3 as a result of such delay.

3 ANNEX B – PROJECT PRICING

3.1 FEES

Fixed Fee Project: Client will pay Trace3 a fixed fee of \$201,467.00 (the "**Fees**") for the complete provision of the Deliverables. The Fees include professional services (*e.g.*, systems architecture, Project Management Services and engineering/technician resources).

The Fees are based on the terms of this Agreement and the scope of the Deliverables being provided under this Agreement. Any change to the terms of this Agreement, the Project, and/or the scope of the Deliverables, whether by the failure to meet a responsibility, a Change Request or otherwise, may result in a modification of the Fees. Taxes are not included herein and shall be finalized at time of invoicing.

3.2 BILLING

Trace3 will invoice Client for Services as follows:

- 100% of Fees upon Trace3's receipt of a Completion Certificate signed by Client for completion of the provision of all Deliverables

3.3 TRAVEL AND EXPENSES

Client is responsible for any travel and related costs or expenses incurred by Trace3 personnel in furtherance of the provision of the Deliverables ("**Travel and Expenses**"). Trace3 will invoice Client for any Travel and Expenses incurred by its personnel as such expenses are incurred and at the actual amount incurred and allowable under Trace3's travel and expense policies.

Trace3 will use reasonable efforts to staff Project with resources from the local service area to mitigate expenses. When local resources cannot provide availability or specific expertise in a timely manner to meet Project objectives and schedule, Trace3 may assign resources from other service areas.

At Client's request, Trace3 will provide Client copies of appropriate receipts and related documentation to substantiate any invoiced Travel and Expenses.

4 ANNEX C – GENERAL TERMS

Payment Terms

Client will pay Trace3 for all Deliverables provided under this Agreement net 30 days from the date of Trace3's invoice.

Project Change Process

Unless otherwise mutually agreed by the parties, any change or modification of the Project, a phase of the Project (a "**Project Phase**") or the specifications for the Deliverables (the "**Deliverable Specifications**") will be coordinated by the Project Leads in accordance with the procedures described below (the "**Project Change Process**").

Project Change Process

Change Requests

Either party may initiate requests to change or modify the Project, a Project Phase or the Deliverable Specifications (each, a "**Change Request**"). The Project Lead of the party requesting a Change Request will submit a written Change Request to the other party's Project Lead in a clear and concise manner (each, a "**Change Request Form**"). Upon execution of a mutually acceptable Change Request Form by both parties, the obligations of the parties with respect to such Change Request will be incorporated under this Agreement. Commencement of the provision of a Change Request is conditioned upon Trace3's receipt of a Change Request Form signed by both parties

Material Change Request

This Project Change Process is not intended to address Change Requests which would constitute a material change to the Project, and any such Change Request may require execution of a new Agreement.

Suspension of Services

If (a) Trace3 is unable provide the Deliverables due to the Client's action or inaction, or (b) any amount owing by Client under this Agreement is 30 or more days overdue, Trace3 may, in its discretion and without any liability to Client, suspend provision of the Deliverables to Client.

Project Completion

Unless otherwise mutually agreed by the parties, Trace3 will present Client with a completion certificate (a "**Completion Certificate**") upon the completion of the provision of all of the Deliverables. If Client reasonably determines that Trace3 has completed provision of the Deliverables described in the Completion Certificate in substantial conformance with the applicable Deliverable Specifications, Client will sign the Completion Certificate acknowledging acceptance of the completed Deliverables and will return the signed Completion

Certificate to Trace3 within five business days from the date of Client's receipt of the Completion Certificate.

If Client reasonably believes Trace3 has not completed provision of the Deliverables described in the Completion Certificate in substantial conformance with this Agreement and the Deliverable Specifications, Client will notify Trace3 in writing of its specific reasons for rejecting completion and delivery of the Deliverables within five business days from Client's receipt of the Completion Certificate (a "**Non-Completion Notice**"). Trace3 will address Client's issues described in the Non-Completion Notice and will re-submit the Completion Certificate for Client's signature.

In the event Trace3 does not receive a signed Completion Certificate or Non-Completion Notice from Client within ten days of Client's receipt of a Completion Certificate, Client's affirmative acceptance of completion of the Deliverables, a waiver of any Client right to reject completion of provision of the Deliverables and Client's signing of the Completion Certificate will automatically and without any further action of the parties be deemed to have occurred.

Warranties

Services: Trace3 represents and warrants that it (a) is competent, experienced and trained to provide all Services herein, and (b) it will use commercially reasonable efforts to provide the Deliverables in a timely manner in accordance with (i) the applicable Deliverable Specifications, and (ii) industry standards where this Agreement does not prescribe or regulate Trace3's provision of the Deliverables. Further, Trace3 warrants that the Services provided by it under this Agreement will not, from the date of Client's final acceptance of such Service through 30 days thereafter, deviate in any material respect from the Deliverable Specifications for such Services set forth in this Agreement; provided, that such warranty will not apply to Services (a) provided by Trace3 in a manner specifically requested by Client to which Trace3 objected, or (b) materially amended, revised or modified by a party other than Trace3, including, but not limited to, Client. If Client notifies Trace3 of a breach of this warranty, Trace3 will correct and redeliver the affected Service at no additional charge to Client within a reasonable period of time.

Products: Client acknowledges and understands that all Products to be provided under this Agreement are manufactured by one or more third parties (and not Trace3). Accordingly, Trace3's sole responsibility to Client with respect to any Products or components and parts thereof provided under this Agreement will be to pass through to Client such original Product manufacturer's available product warranty, if any.

THESE WARRANTIES (A) CONSTITUTE THE SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE DELIVERABLES, AND (B) ARE IN LIEU OF ANY OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE PROVISION OF ALL DELIVERABLES HEREUNDER, IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR (A) INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS, OR (B) ACTUAL DAMAGES IN EXCESS OF THE AGGREGATE FEES TO BE PAID BY CLIENT TO TRACE3 UNDER THIS AGREEMENT.

Background Check

Trace3 represents and warrants that all of its personnel performing Services under this Agreement have passed the background check requirements of Trace3 and the applicable Client, if such Client's requirements are more stringent than Trace3's requirements. Trace3 will provide any applicable subcontractor(s) with copies of any such background check requirements.

Miscellaneous

Termination

Either party may terminate this Agreement (a) in the event the other party breaches any material obligation under this Agreement and does not cure such breach within 30 days of receipt of the non-breaching party's written notice of such breach, (b) in the event a Force Majeure Event prevents Trace3's provision of the Deliverables for more than 30 consecutive days, or (c) by giving the other party at least 30 days prior written notice of its desire to terminate this Agreement.

Force Majeure

Trace3 will not be liable to Client for any alleged loss or damages resulting from the provision of the Deliverables being delayed by acts of Client, acts of civil or military authority, governmental priorities, fire, floods, epidemics, quarantine, energy crises, strikes, labor trouble, war, riots, accidents, shortages, delays in transportation, or any other causes beyond the reasonable control of Trace3 (each, a "**Force Majeure Event**"). Trace3 will (a) continue to use commercially reasonable efforts to perform its obligations under this Agreement to the extent possible, and (b) notify Client when the Force Majeure Event has abated.

Assignment

Assignment of this Agreement is prohibited without the written consent of both parties, except that (a) each party reserves the right to assign this Agreement to the successor in a merger or acquisition of such party or other similar business combination transaction, (b) Trace3 reserves the right to subcontract any Service obligations hereunder, and (c) Trace3 may assign this Agreement and any of its rights hereunder in connection with its financing activities in the ordinary course of business.

Governing Law; Venue

This Agreement, and all disputes hereunder, will be governed by the laws of the State of California. Both parties agree that any action, suit or proceeding arising out of or relating to this Agreement will be initiated and prosecuted in a state or federal court located in Orange County, California, and the parties irrevocably submit to the jurisdiction of such court.

Entire Agreement

This Agreement represents the entire agreement between the parties regarding the subject matter contained herein, and supersedes any and all other agreements between the parties regarding the subject matter hereof. Any changes to the terms and conditions in this Agreement must be in set forth in a written agreement signed by each party.



Offer Description – Product

Cisco Webex – Collaboration Flex Plan

This Offer Description is part of the [General Terms](#) or similar terms existing between You and Cisco (e.g., the End User License Agreement) (the “**Agreement**”). Capitalized terms, unless defined in this document, have the meaning in the Agreement. Any references to the Supplemental End User License Agreement or SEULA mean Offer Description.

1. Summary

1.1 **Cisco Collaboration Flex Plan.** A Cisco Collaboration Flex Plan subscription (“**Flex Plan**”) allows You to flexibly deploy various Cisco Offers for Cisco-hosted (“**Cloud Service(s)**”), on-premises or partner-hosted deployments. Cloud Services offered in Flex Plan include the following:

- Webex Meetings;
- Webex Calling;
- Webex Calling Customer Assist (formerly Customer Experience Essentials);
- Unified Communications Manager Cloud;
- Webex App;
- Webex Webinars (formerly Webex Events);
- Webex Video Integration for Microsoft Teams;
- Webex for Government;
- Unified Communications Manager Cloud for Government;
- Slido*; and
- Vidcast Video Engagement Platform (“**Vidcast**”)*

**Note that Slido is also available as a feature in Webex Meetings and Vidcast Video Messaging is available as features in the Webex App.*

In an on-premises or partner-hosted deployment (which includes the Webex App Cloud Service), Cisco may offer the following Software:

- Cisco Meeting Server;
- Cisco Unified Communications Manager (UCM); and
- HCS.

Each of the Cloud Services and Software listed above is a “Product.” In this Offer Description, “Product” may be used to refer to multiple Cloud Services and/or Software.

1.2 **Cisco Collaboration Flex Plan for Education.** The Flex Plan is offered to education customers, as described in this Offer Description. Cisco Collaboration Flex Plan for Education is intended for use by public or private institutions considered a school, college, university, or other education provider, under applicable law, regulation, or other government policy (“**Education Customer**”).

- 1.3 **Cisco Collaboration Flex Plan for FedRAMP Certified Services.** Webex for Government, UCM Cloud for Government and Webex Calling Customer Assist for Government are certified by the Federal Risk and Authorization Management Program (“**FedRAMP**”).
- 1.4 **Cisco Webex Production Assist.** The Webex Production Assist Services team provides services through an assigned Cisco resource to assist in the use of the Flex Plan to conduct Webex Meetings, Trainings, and Webex Webinars (formerly Webex Events). Cisco Production Assist Services may include Technical Monitoring Assist, Standard Assist, Premium Assist, Premium Plus Assist, Event Assist or Lifecycle Assist. Your personnel must be available during the course of the services. Each service is further described in the order and the confirmed reservation. Reservations are required. Requests for reservations are not confirmed until the Webex Production Assist Services team sends a written confirmation. Additional charges apply to add-on services. In the event of cancellation of a confirmed reservation by customer, cancellation fees may apply. Your payment obligation is based on actual usage by Employees together with any applicable cancellation fees.
- 1.5 **Extended Security Pack.** The Extended Security Pack standalone offer includes access to Cloudlock for Webex. Please see the [Cloudlock Offer Description](#) for information related to Cloudlock. The Extended Security Pack with Duo Multi-Factor Authentication (MFA) bundle includes access to both Cloudlock and MFA authentication for Webex. This Duo feature-functionality is limited to basic MFA and single sign-on (SSO). Please see the [Duo Offer Description](#) for information related to Duo Security.
- 1.6 **ThousandEyes Assurance for Collaboration.** The ThousandEyes Assurance for Collaboration standalone offer is licensed under the End User Monitoring model described in the [ThousandEyes Offer Description](#). It is available in two tiers - Essentials and Advantage. For additional Information about End User Monitoring, including the features and restrictions of the Essentials and Advantage tiers, please see [ThousandEyes' Endpoint Agent Licensing documentation](#).
- 1.7 **Webex Video Integration for Microsoft Teams.** Cisco offers the Webex Video Integration for Microsoft Teams as described in its Offer Description.
- 1.8 **Vidcast.** Cisco offers Vidcast as described in its [Offer Description](#).

2. Support and Other Services

The Flex Plan includes basic online support and phone support. Support will be provided by Cisco, except for Webex Calling for SP, HCS, and Unified Communication Manager Cloud for Government in which case support will be provided by Your third-party service provider. When support is provided by Cisco, Cisco will respond as set forth in the table below (Section 2.1) and may require information from You to resolve service issues. You agree to provide the information requested and understand that a delay in providing the information to Cisco may delay resolution and response time.

Online Support allows access for support and troubleshooting via online tools, email, and web case submission only. No telephone access is provided. Case severity or escalation guidelines are not applicable. Phone Support provides Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist by telephone, or web case submission and online tools with use and troubleshooting issues.

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

For Software, Cisco will provide (i) work-around solutions or patches to reported problems and (ii) major, minor, and maintenance releases of the licensed Software version, which can be accessed on Cisco Software Central.

You may be required to update to the latest Software release to correct a reported Software problem.

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

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

- 2.2 **Definitions.** The following definitions apply to this Section 2:

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

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

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

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

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

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

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

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

3. Data Protection

- 3.1 **Privacy Data Sheets.** The Privacy Data Sheets for the Cloud Services included with the Flex Plan (available at [Cisco's Trust Portal](#)) describe the Personal Data that Cisco collects and processes as part of delivering the Products.

- 3.2 **FedRAMP-Certified Cloud Services.** Webex for Government, Unified Communication Manager Cloud for Government, and Webex Calling Customer Assist for Government have each been certified by the Federal Risk and Authorization Management Program ("**FedRAMP**"). Personal Data processed in connection with Your Use of these Cloud Services is stored in the United States and not subject to international data transfers. If You have access to federal information, it is Your responsibility to ensure that such information is restricted to a FedRAMP-authorized environment and not accessed in connection with the Cloud Services that are not FedRAMP-authorized. In addition, if You authorize Your Cisco Partner to access certain applications and

exercise privileged operator rights on your behalf (e.g., the right to configure and manage Your organizations' use of the Cloud Services in Your Control Hub), You hereby authorize Cisco to grant Your Cisco Partner such rights, and it is Your responsibility to ensure that Your Cisco Partner meets Your FedRAMP and other security requirements.

4. Special Terms

4.1 **License Model Terms.** The Product(s) may be available in multiple license models, as described below.

With respect to (A)-(C), You have the flexibility to change Your license model from: (a) Named User to Active User or Enterprise Agreement or (b) Active User to Enterprise Agreement. You may not change Your subscription from Enterprise Agreement to any other license model.

(A) Named User. Your payment obligation and right to use the Product is based on the number of Named Users on Your order, regardless of usage. If the number of Named Users who access the Cloud Services and Software exceed the number of Named Users on Your order, Your payment obligation will increase to reflect the additional Named Users. Billing reconciliation may occur at any time after You exceed the number of Named Users on Your order.

A “**Named User**” is an employee or contractor given access to the Cloud Services and Software. Each Named User receives an account that may not be shared or used by anyone other than the designated employee or contractor while that Named User is using the account. You, at your sole discretion, may transfer a Named User's account from one employee or contractor to another employee or contractor. You are solely responsible for the acts and omissions of, or any fees incurred by, Your Named Users.

(B) Active User. The **Active User** license model provides your entire organization with access to Flex Plan Meetings.

(1) Payment Obligation – General. Your payment obligation is based on a minimum quantity of Active Users (“**AU Minimum**”) that may increase during the Use Term as Your organization grows or Your usage of Meetings increases. Your initial total Meetings Entitlement is determined by the number of Knowledge Workers on your initial order. Your order must reflect at least 250 Knowledge Workers or 40 Active Users for You to be eligible to participate in the Active User license model. Each Active User receives a unique account that may not be shared or used by anyone other than the designated employee or contractor.

At the beginning of the Use Term, your AU Minimum will be determined as follows:

- If You are purchasing under a legacy AU license model, Your AU Minimum will be the greater of 40 Active Users or 15% of Your Knowledge Workers. If You are purchasing under a then-current AU license model, Your AU Minimum will be 40 Active Users.
- If you are migrating from an existing subscription, You will retain the number of Active Users associated with Your existing subscription, and Your AU Minimum will be equal to such number.
- Your AU Minimum may be adjusted if the following occurs during the first year of Your subscription:
 - If the peak number of Active Users exceeds five times (5X) Your initial AU Minimum at any time, then Your AU Minimum is subject to an immediate reset such that it would equal the actual number of peak Active Users.
 - Each year on the anniversary of the Delivery Date, Cisco will measure Your Average Active Users – this process is called a “True Forward.” If Your Average Active Users is found to be greater than Your AU Minimum, Your AU Minimum will be increased, and You will owe

incremental True Forward fees for these additional Active Users for the remainder of the Use Term. Billing reconciliation may occur at any time after Your AU minimum is increased as a result of the True Forward calculation. A True Forward will never result in a reduction of Your Active User count.

- For details on the licensing model associated with Real Time Translation (RTT) for Webex Meetings under an Active User (AU) licensing model, see **Exhibit B**.

(2) Payment Obligation – FedRAMP Certified Cloud Services. Under the Active User licensing model, Your order must reflect the greater of the following number of Active Users: (a) 40 Active Users; (b) 10% of Your Employees; or (c) if You are migrating from an existing subscription, the number of Active Users on the order associated with Your existing subscription. After Your initial subscription year, Your minimum payment obligation will be the greater of the following number of Active Users: (a) 40 Active Users; (b) 10% of Your Employees; or (c) Your Average Active Users.

(C) Enterprise Agreement. The Collab Flex Enterprise Agreement license model is governed by the [Cisco Enterprise Agreement Program Terms](#), which also contain Your Use Rights.

(D) Shared Meetings. Your payment obligation and right to use the Product is based on the Concurrent Meetings Cap on Your order. You may host an unlimited number of meetings during Your Use Term, as long as You do not exceed the Concurrent Meetings Cap.

- If You exceed the Concurrent Meetings Cap, You must pay for the additional meetings pursuant to the True Forward process in this Section.
- You must purchase a Concurrent Meetings Cap of at least one but no more than 25 combined cloud and on premises meetings.
- No more than 250 of Your employees may be given access to Your cloud meetings.

A “**True Forward**” under this Section is the process to determine the fees due for Peak Concurrent Meetings that exceed the Concurrent Meetings Cap on Your order. Under the shared meetings license model, a True Forward is conducted quarterly beginning in the second quarter of Your Use Term. If Your Peak Concurrent Meetings exceed the Concurrent Meetings Cap on Your order, Your Approved Source will bill You for the excess meetings. Your minimum payment obligation for the remainder of Your Use Term will also increase to reflect the higher Peak Concurrent Meetings. A True Forward will not reduce Your Concurrent Meetings Cap.

(E) Guest-to-Guest Meetings. Your payment obligation and right to use the Product is based on the Concurrent Meetings Cap on Your order. You may host a number of concurrent Meetings across your Guest-to-Guest Site during Your Use Term, up to Your Concurrent Meetings Cap. If you wish to host more meetings than Your Concurrent Meetings Cap permits, You must purchase additional Meetings from Your Approved Source.

(F) Slido and Vidcast. Slido and Vidcast are each available in Flex Plan, separately and as a bundle. Your right to use the Product(s) is based on the number of Users on Your order (initial or renewal), regardless of usage. If at the end of the initial Use Term or any Renewal Term, the number of Users who access the Product(s) exceeds the number of Users on Your initial order or any renewal order, Your Approved Source may adjust Your subscription, payment obligation, and billing reconciliation to reflect the additional Users. You cannot reduce Your User count.

(G) Definitions. The defined terms used in this Section 4.1 mean the following:

“**Active User**” means a Knowledge Worker who accesses the Product and initiated at least one Meeting.

“**Average Active Users**” means the average number of Active Users per month in months nine, ten, and

eleven of the preceding year. For clarification, months nine (9), ten (10), and eleven (11) are based on the corresponding three (3) thirty-day periods.

“Concurrent Meetings Cap” is the maximum number of cloud and on-premises meetings You are entitled to host simultaneously.

“Guest-to-Guest Site” means the specific site dedicated to Your use of Guest-to-Guest Meetings as provisioned via a service application that arranges, authorizes, and licenses Guest-to-Guest Meetings.

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

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

“Peak Concurrent Meetings” means the greatest number of meetings hosted simultaneously during the previous quarter of the Use Term.

“Users” means Your employees and contractors.

4.2 **Term.** The initial Use Term starts on the date any portion of the Product is provisioned. Cisco will notify you when any portion of the Product is ready for provisioning, at which point You must perform certain steps to begin using it. If You do not complete the provisioning steps, Cisco may automatically activate Your licenses and invoice You for usage based on that auto-activation date. You understand that such auto-activation will mark the start of the initial Use Term and You agree to pay for all use from that date.

4.3 **Subscription Renewal.** Subscription Offers will automatically renew for the renewal period indicated on the order You or Your Cisco Partner placed with Cisco (**“Renewal Term”**) unless:

- (A) You notify Your Approved Source in writing at least 45 days before the end of Your then-current Use Term of Your intention not to renew; or
- (B) You or Your Cisco Partner elect not to auto-renew (if available) at the time of the initial order placed with Cisco.

Your Approved Source will notify You reasonably in advance of any Renewal Term if there are fee changes. The new fees will apply for the upcoming Renewal Term unless You or Your Cisco Partner promptly notify Cisco in writing, before the renewal date, that You do not accept the fee changes. In that case, Your subscription will terminate at the end of the current Use Term.

4.4 **Fees.** To the extent permitted by law, orders for the Product are non-cancellable. Fees for Your use of the Product are set out in Your purchase terms with Your Approved Source.

4.5 **General Restriction on Use by Minor Children**

- (A) The Products are generally not directed at children under the age of 18 and may not be used by persons younger than the age at which an individual is considered a “child” under applicable laws limiting or prohibiting the collection, use and/or disclosure of personal information from and about children on the internet in their relevant jurisdiction (e.g., 13 years old in the United States under the US Children’s Online Privacy Protection Act of 1998, or 16 or 13 years old in the European Union as per Member State Law) (**“Minor Children”**). Minor Children are not permitted to create an account to use the Product, and You will not authorize Minor Children to access the Product.

(B) **Exception for Education Customers.** In some circumstances, the Products may be used by Minor Children if the Products are procured for use by an Education Customer if such use is consistent with applicable law, regulation, or other government policy including but not limited to purpose of providing educational services. Since we provide the Products to Education Customers to benefit and enhance a school's curriculum, we rely on the Education Customer to obtain and provide appropriate legal basis (e.g., consent), if needed, to collect personal information of students. In such case, the Education Customer may have additional obligations with respect to Minor Children depending on the laws in the applicable jurisdiction. As between the parties: the Education Customer is solely responsible ensuring full compliance with all local laws relating to use by Minor Children, including but not limited to providing notifications, obtaining parental consent, enabling parent or guardian requests for access, correction, deletion, or suppression of personal information, and limiting use of personal information, as required by law.

4.6 **Geographic Terms and Restrictions.** In accordance with global telecommunications law and regulations, the Product is currently available in the countries listed [here](#).

4.7 **Webex Calling Offer**

(A) Your use of Webex Calling Plans, Webex Calling, Webex for Government, Unified Communications Manager Cloud (UCM-C) or Unified Communications Manager Cloud for Government (UCM-G) may include additional legal requirements as set out in **Exhibit A** to this Offer Description.

(B) With regard to Webex Meetings, when Cisco includes dial-in numbers (toll and/or toll-free) and call back features, Cisco does not operate the underlying telecommunications facilities. Cisco obtains these capabilities from authorized operators and Cisco relies on the authorized operator for PSTN-related regulatory compliance.

4.8 **Cisco Webex Hybrid Services.** Cisco Webex Hybrid Services allow You to connect Your existing on-premises infrastructure with the Webex cloud platform. If You choose to use Cisco Webex Hybrid Services, You will be required to download and install software applications on Your premises to enable integration with Cisco Webex ("**Hybrid Software**"). You will exercise exclusive control over the Hybrid Software in Your environment. You will maintain the Hybrid Software in a secured environment accessible only to Your Authorized Third Parties and Users. You will replace or patch Hybrid Software as new releases become available. You will implement and maintain appropriate technical and organizational measures designed to protect the Hybrid Software against accidental loss, destruction or alteration, unauthorized access, or unlawful destruction.

4.9 **Accounts for Personal Use.** Cisco recommends that You use Your personal email address to access the Products for personal use. If You use Your employer-issued email address to access a Product for personal use and Your employer later purchases the Product from Cisco, You will be required to update the email address associated with Your personal account to a personal email address. You can change Your email address by following these instructions. If You do nothing, Your personal account and Personal Data will be controlled by Your employer and Your use will be subject to Your employer's policies.



Exhibit A: Additional Terms for Cisco Calling Offers

This Supplement covers all uses of Cisco VoIP services, including the use of any device, system, network, or account in connection with Webex Calling, Cisco Calling Plans, Unified Communications Manager Cloud (UCM-C), and Unified Communications Manager Cloud for Government (UCM-G), Cisco Unified Communications Manager (UCM) (collectively, “**Cisco Calling Offers**”).

1. PSTN Requirement & Disclaimers

To use Webex Calling, UCM-C, or UCM-G, You must purchase a public switched telephone network (“**PSTN**”) local, long distance, emergency dialing, and direct- inward-dial service from either (1) a Cisco-approved third-party service provider or (2) Cisco as part of Cisco Calling Plans, to be combined with the Product. When you purchase PSTN service from Cisco, the applicable Cisco Affiliate, including BroadSoft Adaption LLC in the United States and Canada, is the provider of the service.

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

2. Emergency Calling Policy

Emergency calling through Cisco Calling Offers operates differently than traditional emergency calling services. Cisco Calling Offers allow You to make or receive telephone calls over the Internet to or from the PSTN. Though Cisco Calling Offers are similar to traditional telephone services, the nature of voice-over-IP services creates unique limitations and circumstances for emergency calling.

When you deploy Webex Calling or UCM-C combined with PSTN, You must ensure the collection of an emergency response location for Your Users, for purposes of their emergency calls to national or state-designated emergency numbers, as required in Your jurisdiction. This includes if you obtain PSTN service from Cisco via Cisco Calling Plans.

If You obtain PSTN service from Cisco via Cisco Calling Plans, You are also responsible for informing Your Users of Cisco’s relevant policies (located in this Exhibit) and of the need to update their emergency response location if the User’s location changes or the User relocates the equipment used to access the Cisco-provided PSTN service. Please note that Cisco’s [Numbering Policy](#) applies to Cisco Calling Plans.

For Webex Calling users, text to emergency services (including 911 and 988) is not supported. Contact emergency services using another means.

2.1 Registered Location. Because a voice-over-IP call can be made anywhere a User has an Internet connection, the caller’s telephone number will not necessarily correspond with the caller’s physical location. All customers must therefore provide Cisco with a “Registered Location” for each User when Cisco Calling

Offers service is set up. The **“Registered Location”** is the street address where the Users will be using the service.

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

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

- 2.2 Emergency Call Routing.** Emergency calls will be handled differently than traditional phone service. When Your Users make an emergency call, Cisco and/or a third-party service provider will attempt to automatically route Your User’s call to the emergency call center corresponding to the Registered Location on Your or Your User’s account. If Your User’s call cannot be routed to the designated emergency call center, for example because Your User’s account does not contain a Registered Location, the call will be routed to a specialized call center, for which You may incur a fee. Your User may be required to provide a name, address, and telephone number to the specialized call center.

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

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

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

- 2.3 Service Limitations.** Emergency calling will not work in certain circumstances:

- If the equipment You or Your Users use to make voice-over-IP calls fails or is not configured correctly;
- if You or Your Users are experiencing a power outage or an outage, suspension, or disconnection of Your Internet service; and
- if Your service has been terminated or suspended.

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

- 2.4 Disclaimer.** Your emergency response location for purposes of emergency calls may be limited to your company address. It is your responsibility to advise your Authorized Users to always provide their current location when calling emergency services. If your broadband connection, PSTN service, or electrical power fails or is temporarily suspended or interrupted, or any other issue interrupts your network

connectivity, the Product (including emergency calls) will also fail. Cisco will not be liable for any claims arising from failure of your network connectivity.

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

3. Authorized Use of Cisco Calling Plans

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

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

- Repetitive and/or continuous messaging or calling to the same destination or number if such activity could reasonably be expected to or in fact does provoke complaints
- Long duration calls (defined as calls to the same number in excess of four continuous or cumulative hours within a 24-hour period) and/or calls placed to specific numbers/destinations for the purpose of generating charges or fees for or with a third party or any other calling activity that could be construed as traffic pumping or access stimulation
- Use of call services in a manner that does not consist of uninterrupted live human voice dialog by and between natural human beings
- Selling, reselling, subleasing, assigning, licensing, or sublicensing Cisco Calling Plans or any component thereof or using or offering the same on a service-bureau or time-sharing basis
- Using Cisco Calling Plans in any manner that violates industry standards or any third-party policies (including, without limitation, all of the applicable guidelines published by the CTIA (Cellular Telecommunications Industry Association), the Mobile Marketing Association, NENA (National Emergency Number Association), or any other applicable accepted industry associations, carrier guidelines or other similar or analogous industry standards, third party policies or requirements in any jurisdiction)
- Without permission from the owner of a system or network, doing any of the following:
 - accessing the system or network,
 - monitoring data or traffic,
 - probing, scanning, and/or testing firewalls,
 - testing the vulnerability of a system or network, or
 - breaching or bypassing any security or authentication routines of a system or network
- Operating a server in connection with the Services in an “open relay” configuration (a configuration whereby a mail server processes email messages where neither the sender nor the recipient is a local user)
- Use of an open telephone line as a monitoring, intercom, or similar service.

4. Supplemental Country-Specific Terms

In certain countries, additional supplemental terms apply to Your Cisco Calling Plans. Those terms may be found here: <http://cs.co/callingplansterms>.

5. Authorized Use of Business Texting

To the extent Cisco makes business texting available to Users, they may only use business texting to send person-to-person texts to their contacts. You shall not use business texting to engage in any of the following prohibited activities. Likewise, You shall ensure that Your Affiliates and Users do not use business texting to engage in any of these activities. Additionally, You shall not authorize, assist, or enable any third party to use business texting to engage in any prohibited activities including:

- Sending spam (messages, whether automatically or manually, at a high volume and frequency);
- Automated messaging, including bot messaging or use of chatbots;
- Unauthorized texts or phishing text messages;
- Using business texting to store or transmit in any way, messages or content that is illegal, harmful, unwanted, inappropriate, or objectionable, including, but not limited to, messages or content which we determine is false, inaccurate, misleading, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar,

obscene, invasive of another's privacy or hateful or may bring us into disrepute and cause damage to our reputation;

- Sending messages which consist of or contain viruses or malware; and
- Sending messages in breach of any advertising codes of conduct.

Cisco may block or throttle texting traffic that does not conform to authorized use.

6. UCM Software

UCM is solely for Your use. If You host UCM in a third-party data center, then You must hold legal title to all necessary hardware and related infrastructure required to run UCM, and a valid license to the software. A third-party cannot host UCM and deliver it as a partner-hosted or similar service without Cisco's written permission. Please contact Cisco or Your Cisco Partner to get this permission.



Exhibit B: Offer Description Supplement for Real Time Translation – Active User

For customers who have purchased Real Time Translation (RTT) for Webex Meetings under an Active User (AU) licensing model, the following term applies:

Real time translation (RTT) is an add-on service for Webex Meetings or Webinars. RTT Active User (RTT AU) offers customers an Active User licensing model for consumption of RTT services. Under this model, Cisco may conduct a True Forward for customers who purchase RTT AU. The “**True Forward**” operates as follows:

- If the peak number of RTT Active Users exceeds five times (5X) Your initial RTT Active User Minimum at any time, then Your RTT Active User Minimum is subject to an immediate reset such that it would equal the actual number of peak RTT Active Users.
- Each year on the anniversary of the Delivery Date, Cisco will measure Your Average Active Users. If Your Average Active Users is found to be greater than Your AU Minimum, Your AU Minimum will be increased, and You will owe incremental True Forward fees for these additional Active Users for the remainder of the Usage Term.
- Billing reconciliation may occur at any time after Your AU minimum is increased as a result of the True Forward calculation.
- A True Forward will never result in a reduction of Your Active User count.

General Terms

1. Scope and applicability

- 1.1 These terms (the “**General Terms**”) govern Your access to, and use of, Cisco Offers and incorporate any Supplemental Terms and Offer Descriptions applicable to Your Order. Capitalized terms are defined in section 14 (Definitions).
- 1.2 You agree to these terms by accessing or using a Cisco Offer, finalizing Your Order or through Your express agreement, whichever happens first. These terms apply independently of any contract You may have with a Cisco Partner.

2. Use Rights

- 2.1 **License and right to use.** Cisco grants You, for Your direct benefit, a non-exclusive:
 - (a) license to use Software and Cisco Content; and
 - (b) right to use Subscription Offers, including Cloud Services,in accordance with Your Order or as otherwise agreed in writing (collectively, the “**Use Rights**”). Your Use Rights are non-transferable (except Software as permitted under the Transfer Policies).
- 2.2 **Limits on usage.** You may not:
 - (a) transfer, sell, sublicense, monetize or provide the functionality of any Cisco Offer to any third party, except as authorized by Cisco;
 - (b) use the Software on second hand or refurbished Cisco devices or use Software licensed for a specific device on a different device unless authorized by Cisco or permitted under the Transfer Policies;
 - (c) remove, change, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks from any Cisco Offer;
 - (d) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of Cisco Offers; or
 - (e) use Cisco Content other than as reasonably needed to exercise Your Use Rights.
- 2.3 **Acceptable use.** You will ensure Your access or use of Software or Subscription Offers does not:
 - (a) violate applicable laws or the rights of any third party; or
 - (b) impede or interfere with the security, stability, availability or performance of any Cloud Service, or any other network or service (e.g., denial-of-service attacks, penetration testing or distribution of malware).
- 2.4 **Suspension.** Cisco may suspend Your access to Software or Subscription Offers if it reasonably believes that You or an Authorized User have materially breached sections 2.2 (Limits on usage) or 2.3 (Acceptable use).
- 2.5 **Use by third parties.** If You permit Authorized Users to access Cisco Offers on Your behalf:
 - (a) You will make sure all Authorized Users follow these terms; and
 - (b) You are liable for any breach of these terms by an Authorized User.
- 2.6 **Interoperability requirements.** If required by law, Cisco will promptly provide the information You request to achieve interoperability between applicable Cisco Offers and another independently created program on terms that reasonably protect Cisco’s proprietary interests.
- 2.7 **Use with third party products.** Cisco does not support or guarantee integration with third party technologies or services unless they are included as part of a Cisco Offer or agreed in writing.
- 2.8 **Changes to Subscription Offers.** Cisco may change its Subscription Offers, typically to enhance them or add features. These changes will not materially reduce the core functionality of the affected Subscription Offers during the Use Term.
- 2.9 **Maintaining Subscription Offers.** Cisco may occasionally perform maintenance of its Subscription Offers which may disrupt the performance or availability of affected Subscription Offers. Cisco will provide advanced notice of planned maintenance when reasonably possible. If Cisco performs emergency maintenance without notice, it will take reasonable steps to reduce any disruption of affected Subscription Offers.
- 2.10 **Open-source technology.** Separate license terms apply to third party open-source technology used in Cisco Offers. Open-source terms are found at [Cisco's Open Source](#) webpage. As long as You use Cisco Offers according to these General Terms, Cisco’s use of open-source technology in Cisco Offers will not impede Your exercise of Use Rights or cause Your software to become subject to an open-source license.

3. Free trials

- 3.1 **Accessing Free Trials.** Your Approved Source may let You access or use Cisco Offers on a trial, evaluation, beta or other free-of-charge basis (“Free Trial”). You may only access or use the Free Trial for the period specified (“Free Trial Period”) and under any additional terms specified by Your Approved Source in writing. If no Free Trial Period is specified, You may only access or use the Free Trial for 60 days after the Free Trial is available to You. Free Trials may not come with support and may be incomplete or have errors. Unless agreed in writing by Cisco, You will not use the Free Trial in a production environment.
- 3.2 **Ending Free Trials.** At the end of a Free Trial, You will promptly Return the Cisco Offers as described in the Free Trial terms. Your Approved Source may change or terminate a Free Trial at its discretion with reasonable notice.
- 3.3 **Continued use and disclaimer.**
- (a) If You continue accessing a Cisco Offer after a Free Trial Period or fail to Return a Cisco Offer, You will pay any applicable fees reasonably charged by Your Approved Source.
 - (b) **Unless agreed by Cisco in writing or required by law, Free Trials are provided “AS-IS” without any express or implied warranties.**

4. End of life

- 4.1 **Notification.** Cisco may end the life of Cisco Offers by providing notice at the [End-of-Sale and End-of-Life Products](#) webpage.
- 4.2 **Pre-paid Cloud Service.** If Your Approved Source is prepaid a fee for Your use of a Cloud Service that is end of life before Your then-current Use Term ends, Cisco will either (a) provide You with a generally available alternative offer, or (b) if Cisco cannot reasonably provide an alternative offer, it will credit the unused balance of fees paid for the relevant Cloud Service to Your Approved Source or You (if Cisco is the Approved Source) once You Return the Cloud Service.
- 4.3 **Credit.** Credits issued under section 4.2 (Pre-paid Cloud Service) are calculated from the last date the applicable Cloud Service is available to the end of the applicable Use Term and may be applied only towards the future purchase of Cisco Offers.

5. Paying Your Approved Source

You will pay Your Approved Source all amounts due under Your Orders, including fees for additional consumption of a Subscription Offer or under a Buying Program.

6. Confidentiality

- 6.1 **General obligation.** A recipient of Confidential Information will protect that Confidential Information using the same standard of care it uses to protect its own confidential information of a similar nature, but no less than a reasonable standard of care. This section 6 (Confidentiality) will not apply to information which:
- (a) is known by the recipient without confidentiality obligations;
 - (b) is or has become public knowledge through no fault of the recipient; or
 - (c) is independently developed by, or for, the recipient.
- 6.2 **Permitted recipients.** A recipient of Confidential Information will not disclose Confidential Information to any third party, except to its employees, Affiliates and contractors who need to know. The recipient is liable for a breach of this section 6 by its permitted recipients and must ensure each of those permitted recipients have written confidentiality obligations at least as restrictive as the recipient’s obligations under these terms.
- 6.3 **Required disclosures.** The recipient may reveal Confidential Information if required by law (including under a court order) but only after it notifies the discloser in writing (if legally permissible). A recipient will reasonably cooperate with a discloser’s reasonably requested protective actions, at the discloser’s expense.
- 6.4 **Returning, destroying and retaining Confidential Information.** The recipient will return, delete or destroy all Confidential Information and confirm in writing it has done so within 30 days of the discloser’s written request unless retention is required by law or Confidential Information has been stored in a backup system in the ordinary course of business. Retained Confidential Information will continue to be subject to this section 6 for five years, or until the Confidential Information is no longer a trade secret under applicable law.

7. Privacy and security

- 7.1 Cisco respects Your Data and will access and use Data in accordance with the Data Briefs.
- 7.2 In addition, if Cisco processes Personal Data or Customer Content, Cisco will process such data according to:
- (a) the Data Processing Terms for Personal Data (which are incorporated by reference);
 - (b) the security measures described in Cisco’s Information Security Exhibit;
 - (c) the Privacy Data Sheets applicable to the relevant Cisco Offer; and

(d) privacy and data protection laws applicable to Cisco Offers.

- 7.3 You will ensure Your use of Cisco Offers (including collection, processing and use of Customer Content with Cisco Offers) complies with privacy and data protection laws applicable to Your Cisco Offers, including industry-specific requirements. You are also responsible for providing notice to, and getting consents from individuals whose data may be collected, processed, transferred and stored through Your use of Cisco Offers.

8. Ownership of intellectual property

- 8.1 Unless agreed in writing, nothing in these terms transfers ownership in any intellectual property rights. You keep ownership of Customer Content and Cisco keeps ownership of Cisco Offers and Cisco Content.
- 8.2 Cisco may use any feedback You provide in connection with Your use of Cisco Offers.

9. Intellectual property indemnity

- 9.1 **Claims.** Cisco will defend any third-party claim against You asserting that Your valid use of a Cisco Offer infringes a third party's patent, copyright or registered trademark (the "**IP Claim**"). Cisco will indemnify You against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, if You:
- (a) promptly notify Cisco in writing of the IP Claim (but failure to promptly notify Cisco only limits Cisco's obligations to the extent it is prejudiced by the delay);
 - (b) fully cooperate with Cisco in the defense of the IP Claim; and
 - (c) grant Cisco the right to exclusively control the defense and settlement of the IP Claim, and any appeal.
- Cisco does not have to reimburse You for attorney fees and costs incurred before Cisco receives notification of the IP Claim. You may retain Your own legal representation at Your own expense.
- 9.2 **Additional remedies.** If an IP Claim prevents or is likely to prevent You from accessing or using the applicable Cisco Offer, Cisco will either get the right for You to continue using the Cisco Offer or replace or modify the applicable Cisco Offer with non-infringing functionality that is at least equivalent. If Cisco determines those options are not reasonably available, then Cisco will provide a prorated refund for the impacted Cisco Offer.
- 9.3 **Exclusions.** Cisco has no duty regarding any IP Claim to the extent based on:
- (a) any designs, specifications or requirements provided by You, or on Your behalf;
 - (b) modification of a Cisco Offer by You, or on Your behalf;
 - (c) the amount or duration of use made of a Cisco Offer, revenue You earned, or services You offered;
 - (d) combination, operation, or use of the Cisco Offer with non-Cisco products, software, content or business processes; or
 - (e) Your failure to change or replace the Cisco Offer as required by Cisco.
- 9.4 To the extent allowed by law, this section 9 states Your only remedy regarding an IP Claim against You.

10. Performance standards

- 10.1 **Service Level Agreement.** Cisco Offers will comply with applicable Service Level Agreements, as set out in the corresponding Offer Description.
- 10.2 **Warranties.** Cisco provides these warranties for Cisco Offers:

Warranty	Cisco Offer		
	Hardware	Software	Subscription Offers
Cisco warrants that the Cisco Offer substantially complies with the Documentation as follows: (a) if the Cisco Offer is a Subscription Offer, starting from commencement of the service, for the duration of the services; and (b) if the Cisco Offer is Hardware or Software, for 90 days from shipment or longer as stated in Documentation, or as set out in Product Warranties webpage.			
Cisco warrants it will use commercially reasonable efforts and methods to deliver the Cisco Offer free from Malicious Code.			
Cisco warrants that the Cisco Offer is free from defects in material and workmanship for 90 days from shipment or longer as stated in Documentation or as set out in Product Warranties webpage.			

To make a claim for breach of these warranties, promptly notify both Cisco and Cisco Partner (if they are Your Approved Source) within any specified warranty period.

10.3 Qualifications

- (a) You may have legal rights in Your country that prohibit or restrict the limitations set out in this section 10. This section 10 applies only to the extent permitted under applicable law.

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- (b) Section 10.2 does not apply if Your breach of the General Terms contributes to the breach of warranty, or if the Cisco Offer:
 - (1) has not been used according to its Documentation;
 - (2) has been altered, except by Cisco or its authorized representative;
 - (3) has been subjected to abnormal or improper environmental conditions, accident or negligence, or installation or use inconsistent with Cisco's instructions or the terms on which it is supplied by Cisco;
 - (4) is provided under a Free Trial; or
 - (5) has not been provided by an Approved Source.
- (c) Your sole remedy for breach of a warranty under section 10.2 is, at Cisco's option, either:
 - (1) repair or replacement of the applicable Cisco Offer; or
 - (2) a refund of either:
 - (A) the fees paid for Use Rights in the non-conforming Software;
 - (B) the fees paid for the period in which the Subscription Offer did not conform less any amounts paid or owed under a Service Level Agreement; or
 - (C) the fees paid for the non-conforming Hardware.
- (d) **Except as provided in Section 10.2 above, and to the extent allowed by law, Cisco makes no express or implied warranties of any kind regarding the Cisco Offers. This disclaimer includes any warranty, condition or other term as to merchantability, merchantable quality, fitness for purpose or use, course of dealing, usage of trade, or non-infringement. Cisco does not warrant that Cisco Offers will be secure, uninterrupted or error-free.**

11. Liability

- 11.1 **Excluded liability.** Neither party is liable for:
 - (a) indirect, incidental, reliance, consequential, special or exemplary damages; or
 - (b) loss of actual or anticipated revenue, profit, business, savings, data, goodwill or use, business interruption, damaged data, wasted expenditure or delay in delivery (in all cases, whether direct or indirect).
- 11.2 **Liability cap.** Each party's entire liability for all claims relating to these terms will not exceed the greater of: (a) the fees paid to Cisco for the specific Cisco Offer that is the subject of the claim in the 12 months before the first incident giving rise to such liability; or (b) \$100,000 USD. This cap is cumulative for all claims (not per incident) and applies collectively to each party and its Affiliates (not per Affiliate).
- 11.3 **Unlimited liability.** Nothing in this section 11 limits or excludes liabilities that cannot be excluded or limited under applicable law, or for:
 - (a) bodily injury or death resulting directly from the other party's negligence;
 - (b) fraudulent misrepresentation or wilful misconduct;
 - (c) breach of confidentiality obligations, unless the breach relates to section 7 (Privacy and security);
 - (d) failure to pay for Cisco Offers;
 - (e) misuse or misappropriation by a party of the other party's intellectual property rights; or
 - (f) failure to comply with export control obligations.

12. Termination

- 12.1 **Material breach.** Either party may provide written notice to the other party if the other party materially breaches these terms or any written terms otherwise agreed under an affected Order. If the breach remains uncured after 30 days of the date of that notice, the non-breaching party may immediately terminate the affected Orders, in whole or in part.
- 12.2 **Termination for Compliance with Laws.** Cisco may terminate these terms and affected Orders immediately upon written notice if continued provision of the Cisco Offers will result in a violation of section 13.7 (Compliance with Laws).
- 12.3 **Effect of termination or expiration.** You will Return applicable Cisco Offers (except any Cisco Offer in which title has transferred to You) at the end of Your Use Term or upon termination of an Order.

13. General provisions

- 13.1 **Survival.** Sections 5 (Paying Your Approved Source), 6 (Confidentiality), 7 (Privacy and security), 8 (Ownership of intellectual property), 9 (IP Indemnity), 10 (Performance standards), 11 (Liability), 12 (Termination) and 13 (General provisions) survive termination of these terms.

- 13.2 **No agency.** These terms do not create any agency, partnership, joint venture, or franchise relationship.
- 13.3 **Assignment and subcontracting.**
- (a) Except as set out below, neither party may assign or novate these terms in whole or in part without the other party's written consent which will not be unreasonably withheld. Cisco may assign these terms in connection with the sale of a part of its business, or to its Affiliates if it provides prior written notice to You.
 - (b) Cisco may subcontract any performance associated with any Cisco Offer to third parties if such subcontract is consistent with these terms and does not relieve Cisco of any of its obligations under these terms.
- 13.4 **Third party beneficiaries.** These terms do not grant any right or cause of action to any third party.
- 13.5 **Use records.** You will keep reasonable records of your use of the Cisco Offers. You will let Cisco and its auditors who are under a written obligation of confidentiality access records of Your use of the Cisco Offers (including books, systems, and accounts) within 30 days' notice from Cisco. Cisco may not give this notice more than once in any 12-month period and will conduct any audit during Your normal business hours. If the verification process reveals underpayment of fees, You will pay these fees within 30 days.
- 13.6 **Changes to these terms.** The version of the General Terms applicable to Your Order is the version published at the [Cisco General Terms](#) webpage when the Order is placed. If Cisco changes these terms or any of its parts, these changes will be published at the [Cisco General Terms](#) webpage. These changes will only apply to Cisco Offers Ordered or renewed after the date of the change.
- 13.7 **Compliance with laws**
- (a) **General.** Cisco will comply with all applicable laws relating to providing Cisco Offers under these terms. You will comply with all applicable laws relating to Your receipt and use of Cisco Offers, including sector-specific requirements and obtaining required licenses or permits (if any).
 - (b) **Trade Compliance.** Cisco Offers are subject to US and other export control and sanctions laws around the world. These laws govern the use, transfer, export and re-export of Cisco Offers. Each party will comply with such laws and obtain all licenses or authorizations it is required to maintain. Please refer to Cisco's trade compliance policies at the [General Export Compliance](#) webpage.
- 13.8 **Governing law and venue.** These terms, and any disputes arising from them, are subject to the governing law and exclusive jurisdiction and venue listed below, based on Your primary place of business. Each party consents and submits to the exclusive jurisdiction of the courts in the listed venue. These laws apply despite conflicts of laws rules or the United Nations Convention on Contracts for the International Sale of Goods. Despite the below, either party may seek interim injunctive relief in any court of appropriate jurisdiction regarding any alleged breach of confidentiality obligations or intellectual property or proprietary rights.

Your Primary Place of Business	Governing Law	Jurisdiction and Venue
United States, Latin America or the Caribbean, or a location not specified below	State of California, United States	Superior Court of California, County of Santa Clara and Federal Courts of the Northern District of California
Africa, Asia*, Europe*, Middle East, Oceania*	England	English Courts
Australia	State of New South Wales, Australia	State and Federal Courts in New South Wales
Canada	Province of Ontario, Canada	Courts of the Province of Ontario
Mainland China	People's Republic of China	Hong Kong International Arbitration Center
Italy	Italy	Court of Milan
Japan	Japan	Tokyo District Court of Japan

* Excluding locations listed separately in this table.

If You are a US State, Local and Education ("SLED") Government end user, these terms, and any disputes arising from them, are subject to the laws of the primary jurisdiction in which You are located.

If You are a US Federal Government end user, these terms, and any disputes arising from them, are subject to the laws of the United States.

13.9 US Government end users

- (a) **US SLED Government.** These terms govern all access to Software, Subscription Offers and Documentation by US SLED Government end users. No other rights are granted by Cisco.
- (b) **US Federal Government.** The Software, Subscription Offers and Documentation are considered "commercial computer software" and "commercial computer software documentation" under FAR 12.212 and DFARS 227.7202. These terms govern all access to Software, Subscription Offers and

Documentation by US Federal Government end users. No other rights are granted by Cisco, but any inconsistency in these terms with federal procurement regulations is not enforceable against the US Federal Government.

- 13.10 **Notice.** Unless provided in these terms, applicable Offer Description, or an Order, notices to Cisco (a) should be sent to Cisco Systems, Legal Department, 170 West Tasman Drive, San Jose, CA 95134 or by email to contract-notice@cisco.com, and (b) are considered effective (i) upon delivery, if personally delivered, (ii) the next day, if sent by overnight mail, (iii) 3 business days after deposit, postage prepaid, if mailed, or (iv) the same day receipt is acknowledged, if sent by e-mail. Cisco may deliver notice to You under these terms via email or regular mail, but it may provide notices of a general nature applicable to multiple customers on cisco.com.
- 13.11 **Force majeure.** Neither party is responsible for delay or failure to perform its obligations to the extent caused by events beyond a party's reasonable control including severe weather events, acts of God, supply shortages, labor strikes, epidemic, pandemic, acts of government, war, acts of terrorism or the stability or availability of utilities (including electricity and telecommunications). The affected party must make commercially reasonable efforts to mitigate the impact of the force majeure event.
- 13.12 **No waiver.** Failure by either party to enforce any right under these terms will not waive that right.
- 13.13 **Severability.** If any term in these terms is invalid or unenforceable, then the rest of these terms will continue with full force and effect to the extent possible.
- 13.14 **Entire agreement.** These terms are the complete agreement between the parties regarding the subject of these terms and replace all previous communications, understandings or agreements (whether written or oral).
- 13.15 **Translations.** Cisco may provide local language translations of these terms in some locations. Those translations are provided for informational purposes only. If there is any inconsistency in those translations, the English version of these terms will prevail.
- 13.16 **No publicity.** Neither party will issue any press release or other publications regarding Your use of Cisco Offers without the other party's advance written permission.
- 13.17 **Order of precedence.**
- (a) If there is any conflict between these General Terms, Supplemental Terms or any Offer Descriptions, the order of precedence (from highest to lowest) is:
 - (1) Regional terms;
 - (2) Data Processing Terms;
 - (3) Offer Descriptions;
 - (4) Supplemental Terms (other than Regional Terms);
 - (5) these General Terms; then
 - (6) any applicable Cisco policy referenced in these General Terms.
 - (b) As between You and Cisco, these terms prevail over any inconsistencies with Your contract with any Cisco Partner.

14. Definitions

Term	Meaning
Affiliate	Any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where "control" means to: (a) own over 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through voting rights or other lawful means (e.g., a contract that allows control).
Approved Source	Cisco, a Cisco Partner, or a fulfillment agent (e.g., public cloud marketplaces) as may be appointed by Cisco from time to time.
Authorized Users	Your users including Affiliates, Your third-party service providers, and each of their respective Users.
Buying Program	Cisco's consumption-based programs for buying Cisco Offers such as the Cisco Enterprise Agreement.
Cisco, we, our or us	Cisco Systems, Inc. or its applicable Affiliates.
Cisco Content	Systems Information and data, materials or other content provided by Cisco directly or through Your Approved Source to You as part of Your access to Cisco Offers.
Cisco Offer	Cisco-branded (a) Hardware, (b) Use Rights in Software or Cloud Services, (c) technical support included in a Subscription Offer and (d) incidental technology and resources.
Cisco Partner	A Cisco authorized reseller, distributor, systems integrator or other third party authorized by Cisco to sell Cisco Offers.
Cloud Service	An on-demand service provided by Cisco accessible via the internet and provides software, platform, infrastructure and network products and services on an 'as-a-service' basis as described in the applicable Offer Description.

Term	Meaning
Confidential Information	Non-public proprietary information of the discloser obtained by the recipient in connection with these terms, which: (a) is conspicuously marked as confidential if written or clearly stating the information is confidential when (or promptly after) it is verbally disclosed; or (b) is information which by its nature should reasonably be considered confidential whether disclosed in writing or orally.
Customer Content	As defined in the Data Brief at the Customer Content - Data Brief webpage.
Data	Personal Data, Customer Content and Systems Information.
Data Briefs	Documents describing each type of Data (e.g., Personal Data, Customer Content and Systems Information) that Cisco Offers collect, how it is collected, and when it is used, available at the Trust Portal webpage.
Data Processing Terms	Cisco's data processing terms in the Data Protection Agreement , or terms agreed between You and Cisco covering the same scope.
Documentation	The technical specifications and use materials officially published by Cisco specifying the functionalities and capabilities of the applicable Cisco Offer as updated from time to time.
Free Trial	As defined in section 3.1 (Accessing free trials).
Free Trial Period	As defined in Section 3.1 (Accessing free trials).
Hardware	Tangible Cisco-branded hardware products as generally available on the Price List. Hardware does not include any tangible product listed on the Price List in the name of a third party.
Information Security Exhibit	A document describing the security measures that Cisco implements to secure Personal Data and Customer Content, available at the Information Security Exhibit webpage.
Malicious Code	Code designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software or Cloud Services other than as intended by the Cisco Offer (e.g., as part of Cisco's security products).
Offer Description	A document published by Cisco as an 'Offer Description' that has more information or related terms specific to a Cisco Offer or Buying Program, available at the Product Specific Terms webpage.
Order	The transaction through which You acquire a Cisco Offer from an Approved Source, including through buying and ordering documents, signing an agreement or statement of work, or transacting through an online ordering tool or marketplace.
Personal Data	Any information about, or relating to, an identifiable individual. It includes any information that can be linked to an individual or used to, directly or indirectly, identify an individual, natural person. Further information regarding Personal Data is on the Personal Data - Data Brief webpage.
Price List	The price lists published at Cisco.com corresponding to the Cisco entity that sells the applicable Cisco Offer.
Privacy Data Sheet	The privacy data sheet applicable to a Cisco Offer available on the Trust Portal - Privacy Data Sheet webpage.
Return	Stopping all use of, destroying or returning applicable Cisco Offers to Your Approved Source, as directed by Cisco or Your Approved Source.
Service Level Agreement	The service level agreement applicable to a Subscription Offer (if applicable) as set out in the applicable Offer Description.
Software	Cisco-branded computer programs, including Upgrades and firmware.
Subscription Offer	Cisco Offers provided on a term, or subscription, basis under Your Order.
Supplemental Terms	Any additional terms applicable to Your Order (including those applying to a specific region or Buying Program).
Systems Information	As defined in the Systems Information – Data Brief webpage.
Transfer Policies	Cisco policies for movement of Use Rights as set out in the Cisco Software Transfer and Re-licensing Policy and the Software License Portability Policy .
Upgrades	All updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software.
Use Term	The period You may exercise Use Rights in the Cisco Offer under Your Order.
Use Rights	As set out in section 2.1.
You, Your	The individual or legal entity acquiring access to Cisco Offers.



Offer Description – Product

Cisco ThousandEyes

This Offer Description is part of the [General Terms](#) or similar terms existing between You and Cisco (e.g., the End User License Agreement) (the “**Agreement**”). Capitalized terms, unless defined in this Offer Description, have the meaning in the Agreement. Any references to the Supplemental End User License Agreement or SEULA mean Offer Description.

1. Summary

This Offer Description is for Cisco ThousandEyes, as described more fully in the [ThousandEyes documentation](#) (the “**Documentation**”) (collectively, the “**Product**”). The Product is a network intelligence platform, which is provided to You as a Cloud Service with optional cloud and on-premises agents (collectively, Cloud Agents, Endpoint Agents, Enterprise Agents, Device Agents, and Cisco Real Speed-enabled websites are referred to as “**Vantage Points**”). The Product is designed to help You measure and monitor the availability and performance of web applications, hosted services and networks as described in the Documentation, which may be amended from time to time. The Product comprises several different visibility features (“**Paid Features**”), such as Network & Application Synthetics, Endpoint Experience, Internet Insights, Cloud Insights, etc., which enable You to customize the Product based on Your visibility needs. The Documentation provides further information on technical specifications, configuration requirements, features and functionalities related to the Product.

2. Support and Other Services

During the Use Term, Cisco will provide support services as described in the [Support Policy](#).

3. Performance Standards

The [Cisco ThousandEyes Service Level Agreement](#) applies to Your use of the Product.

4. Data Protection

The [Cisco ThousandEyes Privacy Data Sheet](#) describes the Personal Data that Cisco collects and processes as part of offering the Product.

5. Special Terms

5.1 Additional Limits on Usage. In addition to any usage limits described in the Agreement and Documentation, You will not (and will not authorize any third party to) configure the Product to intentionally collect any: (1) social security numbers or other government-issued identification numbers, (2) unencrypted passwords or other authentication credentials, (3) health information, biometric data, genetic data, or any other similar data, (4) payment, financial, insurance or similar information, (5) data relating to a person under the age of 13 years old, or (6) data that is classified as sensitive data, or special category data, under applicable laws. A breach of this Section 5.1 is considered a misuse of Cisco’s intellectual property rights.

5.2 Limited Preview Features. From time to time, Cisco may add beta, limited/private preview, trial, or other evaluation features to the Product for You to evaluate (“**Limited Preview Features**”). Collectively, any Limited Preview Feature(s) are subject to the terms applicable to Free Trials in the Agreement, except (i)

Limited Preview Feature(s) may be used in production, (ii) Limited Preview Feature(s) are provided AS-IS, without support, without indemnification, and not subject to the SLA, all until such Limited Preview Feature(s) is made generally available in the Product, and (iii) Cisco may disable the Limited Preview Features in this Product at any time in its discretion.

5.3 Product Use Rights. The Product is licensed using the following models:

Product	Duration	Metric/ Month	Restrictions
ThousandEyes Units ¹	Subscription	Per Unit	ThousandEyes Units are consumed based on the configuration of Your Tests (and whether flow collection is enabled). Units may be purchased a la carte or as part of a Site-Based Offering.
Endpoint Agent Licenses ¹	Subscription	Per Active User	<p>ThousandEyes Endpoint Experience is available on a per Active User basis and is charged based on the number of Active User licenses You have purchased. You must assign an Endpoint Agent license to each Endpoint Agent to run a Test. Once an Endpoint Experience license is assigned to an Endpoint Agent, that license cannot be reassigned to a different Endpoint Agent for a 30-day period.</p> <p>Endpoint Agent licenses are available in three tiers (Embedded, Essentials and Advantage). Essentials and Advantage are available for purchase separately, while Embedded is only bundled as part of another Cisco Offering (see Section 5.5 below). For more information about the features and restrictions applicable to Your license tier, please see the Endpoint Agent Licensing documentation.</p>
Internet Insights	Subscription	Per Package	<p>Internet Insights is available on a per Package basis. Packages are categorized by provider type on one axis (ISP, CDN, DNS provider, IaaS, SECaaS and UCaaS) and geographic region on the other (North America, EMEA, APAC and LATAM). Each Internet Insight license can be used to activate one Package, unless the Global Insights Bundle is purchased.</p> <p>For more information about the features and restrictions, please see the Internet Insights documentation.</p>
Connected Devices	Subscription	Per Device	<p>Connected Devices is available on a Per Device basis. As described in more detail in Section 5.6(i) below, You must have a Device Agent license for each unique Device from which You run a Test. When You run Tests to/from a Device Agent, You will also consume Units.</p> <p>For more information about the features and restrictions, please see the Device Agent Consumption Model documentation.</p>

¹ The education license for this Product is only available to educational institutions based in the United States of America.

Product	Duration	Metric/ Month	Restrictions
Cloud Insights	Subscription	Per License	Cloud Insights is available in two tiers - Essentials and Advantage. If You enable flow log monitoring when using Cloud Insights, You will also consume Units. For more information about the features and restrictions applicable to Your license tier, please see the Cloud Insights documentation .
Site-Based Offerings	Subscription	Per License	A Site-Based Offering includes (i) a set quantity of ThousandEyes Units and (ii) Site-Based Onboarding Support.

5.4 Collective Intelligence. The Product uses data generated and/or collected from Tests along with Metadata to establish the cause of an outage (e.g., failure in a connectivity, application service provider, or third party network). By using the Product, You authorize Cisco and its Affiliates to access and use the data resulting from Tests and the associated Metadata (including visualizations of the foregoing) to generate Collective Intelligence Test Data. Collective Intelligence Test Data is provided (i) to You in the ThousandEyes platform for the Tests that You have enabled and (ii) generally to other customers and third parties as part of ThousandEyes' collective intelligence technology, which may be leveraged throughout Cisco's products and/or services. You hereby grant to Cisco and its Affiliates a worldwide, royalty-free, fully paid-up, sublicensable, perpetual, fully transferable, and irrevocable license to use, commercialize, and otherwise exploit any Collective Intelligence Test Data without restriction.

5.5 Bundle Use Rights. You may receive Use Rights to the Product (or portions of the Product) as part of Your purchase of another Cisco Offer. In such case, the restrictions stated below apply to Your use of the Product (or applicable portion):

Integration/Bundle	Additional License Restrictions
Cisco DNA Advantage for Catalyst 9300 and 9400	Your Use Rights are described at ThousandEyes-Cisco-Catalyst-9000-Entitlements-Summary.pdf . You may only use the ThousandEyes Units received under this Use Right for Tests to Enterprise Agents or Cloud Agents (as described in more detail in the document above). The ThousandEyes Units received as part of this bundle cannot be used for other ThousandEyes features/Tests, such as Tests to Device Agents, flow log monitoring via Cloud Insights, or flow collection via Traffic Insights, etc.
ThousandEyes WAN Insights (available as SD-WAN Predictive Path Recommendations) (Included as part of Cisco DNA Advantage or DNA Premier for SD-WAN .)	<p>Your Use Rights only entitle You to use and access the Product to generate a default ThousandEyes' quality score using the measurement data from Your SD-WAN probes and the path recommendation that leverage the quality of the last seven days to recommend the best path (the "WAN Insights Functionality"). The number of supported applications or application categories included as part of Your Use Rights is further described in the Cisco DNA Subscription Software for SD-WAN and Routing FAQ.</p> <p>You do not have the right to use and access the Product's other features – for example, You may not use the Product to run any tests from any Vantage Point as part of this Use Right.</p> <p>The WAN Insights Functionality is not currently available in all geographies/regions including China, Hong Kong, and Macau; thus, even if the Product ID "TE-EMBED-WANI" has been enabled in Your Cisco Smart Software Manager Smart or Virtual account as part of Your Cisco SD-WAN Use Right, You only have the right to use the WAN Insights Functionality in the geographies/regions where it is commercially available. The WAN Insights Functionality is not currently available to Cisco Catalyst SD-WAN</p>

Integration/Bundle	Additional License Restrictions
	purchases through the Cisco Managed Service License Agreement Program.
Cisco WebEx Devices Integration	The Endpoint Agents are included in the RoomOS and PhoneOS software after separate activation. See Cisco WebEx Devices Integration - ThousandEyes Documentation for more information. This Use Right may only be used in conjunction with Your separate purchase of a Use Right to the Product.
Cisco Secure Access	A Cisco Secure Access subscription also includes the right to access and use the Product. Your level of subscription, either as a stand-alone or as part of a suite, will determine what features You are entitled to access. See Cisco Secure Client ThousandEyes Endpoint Module - ThousandEyes Documentation for more information. Your region for provisioning will be as described in Cisco-Secure-Access-Product-Description .
ThousandEyes on Meraki MX Integration (SD-WAN+ license)	If You purchased SD-WAN+ on the Meraki platform, You are entitled to (i) install the ThousandEyes Enterprise Agent on supported Meraki MX devices and appliances, and (ii) claim a certain number of free ThousandEyes Units to run ThousandEyes tests (also referred to as " Free Tests "). If You claim the free Units, You will have access to the Product to access the data from the Enterprise Agents on the Meraki MX devices. See Meraki MX Appliances - ThousandEyes Documentation for more information and applicable restrictions.
ThousandEyes Assurance for Collaboration	If You purchased ThousandEyes Assurance for Collaboration, You are entitled to Endpoint Agent licenses. The Endpoint Agent that is included in this bundle is available in two different tiers - Essentials and Advantage. For more information about the features and restrictions applicable to Your license tier, please see the Endpoint Agent Licensing documentation .

5.6 Connected Devices. Regardless of the terms in this Offer Description, for the Connected Devices functionality of the Product:

Device Agent Licenses. You must have a Device Agent license for each unique Device from which You run a Test, except for mobile phones where the end user has downloaded one of the Connected Devices Mobile Apps directly from the Apple App Store/Google Play Store. You will procure the permissions, licenses, waivers, consents, registrations, and approvals necessary for all use of the Device Agent by You and Your end users. The following terms apply if You have licensed a Device Agent and plan to integrate it into Your hardware device and/or application:

(A) **Use Rights.** Your Use Rights include the right to:

- (1) internally use and reproduce the Device Agent (as applicable based on Your purchase) only as necessary for You to integrate the applicable Device Agent into Your hardware device and/or application; and
- (2) distribute (either directly or indirectly) the applicable Device Agent in permitted countries, but only as integrated into and as a part of Your hardware device and/or application, to Your end users, who have no right or ability to use the applicable Device Agent separate from Your hardware device and/or application.

(B) **Limitations.** In addition to the limits set forth in the Use Rights section of the Agreement:

- (1) You and Your end users may only use the applicable Device Agent in conjunction with Your active Product subscription and only on devices that Cisco validates are compatible;
- (2) You may not charge customers separately for inclusion or use of the Device Agent and You must

retain title to the Device Agent and any hardware onto which it is integrated.

- (3) You are responsible for Your end users, including ensuring that their use of the Device Agent complies with Your obligations under the Agreement;
- (4) You will be responsible for managing all issues and queries of Your end users regarding the Device Agent; and
- (5) In addition to the limits set forth in the Liability section of the Agreement, Cisco will not be liable for any damages in connection with or relating to (a) any actions or omissions by You with respect to the integration, distribution, or operation of the Device Agent, (b) use of the Device Agent by any of Your end users, and/or (c) Your failure to obtain any necessary permissions, licenses, waivers, consents, registrations, or approvals for integration, distribution, and operation of the Device Agents, including by You or Your end users.

5.7 Software Development Kits. Any software development kit (SDK) that You might receive as part of this Product is provided “AS IS” with all faults and without warranty of any kind.

5.8 Integrations. You may opt to utilize certain available integrations (either from Cisco or a third party) in connection with your use of the Product (e.g., Microsoft Teams). To the extent You elect to enable an integration between the Product and another Cisco or third party product/service, ThousandEyes is not responsible for any data processing, the location of any data processing or storage, or the utilization of artificial intelligence, deep learning or other machine learning models that may occur once Your data has left the Product. If You use an integration, You are responsible for separately securing a license to use such product/service and for complying with the terms applicable to such product/service. Cisco expressly disclaims, on behalf of any third party technology supplier(s), all warranties, conditions or other terms as to merchantability, merchantable quality, fitness for purpose or use, course of dealing, usage of trade, or non-infringement. Any third-party integrations are provided “AS IS” and You hereby acknowledge that the availability of such third-party integrations is not guaranteed and may be discontinued or interrupted at any time.

5.9 Site-Based Onboarding Support. If You purchase a Site-Based Offering and You already have an existing ThousandEyes Use Right(s) (by purchase, as part of a bundled Use Right, etc.), You are ineligible for Site-Based Onboarding Support and only will receive the applicable ThousandEyes Units. Additionally, if You purchase and/or receive multiple Site-Based Offerings, You may only receive Site-Based Onboarding Support once and with a maximum of 20 hours that must be used within the initial 12-month period. Site-Based Onboarding Support hours will not renew or roll-over beyond the initial 12-month period.

6. Additional Definitions

Term	Meaning
Active User	Your employees or contractors from whom You collect Test data and/or Metadata, using an Endpoint Agent, during the Use Term.
Cloud Agents	ThousandEyes’ cloud agent software maintained by ThousandEyes, located throughout the internet, and shared by our customers. For more information, see the Cloud Agents documentation .
Collective Intelligence Test Data	Data that is generated and/or collected by running Tests and Metadata, which has been de-identified, aggregated, or both and de-identified visualization(s) of the data.
Connected Devices Mobile Apps	Collectively, (a) the Real Speed mobile application (iOS or Android) and (b) the Test Your Internet mobile application (iOS or Android).
Device	A hardware device, for example, a router, IoT device, or mobile phone.

Term	Meaning
Device Agent	A software agent (excluding Enterprise Agents, Cloud Agents, and Endpoint Agents), which is installed on a Device, that allows Tests to be run to or from the Device.
Metadata	Has the meaning stated in the Privacy Data Sheet.
Endpoint Agents	ThousandEyes' endpoint agent software that is installed by You on end user Windows or macOS machines or ThousandEyes' mobile endpoint agent software that is installed by You on end user mobile devices ("Mobile Endpoint Agent"), to collect network and application layer performance data when Your users access specific websites from within Your monitored networks. For more information, see the Endpoint Agents documentation .
Enterprise Agents	ThousandEyes' enterprise agent software deployed and managed by You for Your exclusive use (in contrast to Cloud Agents, which are managed by ThousandEyes and shared by our customers), to test targets from inside Your network, or from within infrastructure within Your control. For more information, see the Enterprise Agents documentation .
Global Insights Bundle	An Internet Insights license that entitles You to all 28 Internet Insights Packages.
Package	The collection of Internet Insights catalogue entries with the same provider type and region as described in more detail here: Terminology - ThousandEyes Documentation .
Path Trace	A ThousandEyes network diagnostic library that generates data packets that traverse through networks from source to destination.
Real Speed	A user-initiated test (either a two-step or a single step speed test depending on whether an active Device Agent is detected), which tests for upload, download, and latency metrics between the end user device and a test server (and if a two-step test is possible, also between the hardware the Device Agent is running on, and the same test server).
Site-Based Onboarding Support	Includes up to 20 hours of remote onboarding support solely related to Your Enterprise Agents and/or Cloud Agents which may include assistance like configuring Tests, setting up alerts, etc., scoped based upon Your onboarding needs and as mutually agreed to by You and Cisco. No deliverables are included by Cisco as part of Site-Based Onboarding Support.
Tests	Collectively, HTTP, ping, Path Trace, Real Speed, and other network performance, quality of service and quality of experience tests available as part of the Product.
Unit	The unit of measurement required for Tests or Cloud Insight's collection of flow log data. For more information, see How Unit Consumption Works - ThousandEyes Documentation .



Offer Description – Product

Cisco Umbrella

This Offer Description is part of the [General Terms](#) or similar terms existing between You and Cisco (e.g., the End User License Agreement) (the “**Agreement**”). Capitalized terms, unless defined in this document, have the meaning in the Agreement. Any references to the Supplemental End User License Agreement or SEULA mean Offer Description.

1. Summary

Cisco Umbrella (the “**Product**”) is a cloud security platform that unifies multiple security services in a single cloud-delivered platform to secure internet access and control cloud app usage from your network, branch offices, and roaming users. The [Package Comparison](#) provides information about the various Product packages.

2. Support and Other Services

2.1 Support

- (A) Except as provided in this Section 2.1, Your purchase of the Product includes:
- For Basic, Enhanced (previously “Gold”) and Premium support, see: [Cisco Software Support](#) (the “**Standard Support Description**”).
 - For Solution Support, see: [Cisco Solution Support](#) (“**Solution Support Description**”).
- (B) All references in the Standard Support Description and the Solution Support Description to TAC should be interpreted as references to the Product’s Technical Support Center.
- (C) Any response time objectives for substantive response (i.e., response more than “ticket received”) described in the Standard Support Description or the Solution Support Description do not apply. Instead, the response time objectives for substantive response from Product Support are as set forth below:

Software Support Service	Technical Support Coverage	Response Time Objective for Case Severity 1 or 2	Response Time Objective for Case Severity 3 or 4
Basic	Email access only for Severity 3 or 4 Email and phone for Severity 1 and 2 Access to online tools (e.g., knowledgebase, forums, Documentation, case portal, and notifications)	Response within 1 hour of receipt of phone call	Response next Business Day

Enhanced (previously "Gold")	24x7 via Phone & Web	Response within 30 minutes of receipt of phone call	Response next Business Day
Premium	24x7 via Phone & Web	Response within 15 minutes of receipt of phone call	Response next Business Day
Solution	24x7 via Phone & Web	Response within 30 minutes of receipt of phone call	Response next Business Day

(D) The following bullet in the Enhanced services section of the Standard Support Description is not applicable to the Product: "Initial meeting to understand Customer's desired outcomes to define an IT and Infosec adoption plan."

2.2 **Umbrella for Gov (FedRAMP).** Cisco will provide support for Umbrella for Gov as described in Section 2.1 (Support) above, with the following exceptions: (A) only Enhanced and Premium support are available; and (B) Cisco will provide support via phone and email only.

3. Performance Standards

Cisco will use commercially reasonable efforts to deliver the Core Services to meet or exceed 99.999% Availability in accordance with the Umbrella Service Level Agreement ("**SLA**") available from Your Cisco account representative or Cisco authorized partner. Capitalized terms in this section will have the meaning in the SLA.

4. Data Protection

Privacy Data Sheets. The Privacy Data Sheets for Cisco Umbrella and Cisco Secure Malware Analytics (available at [Cisco's Trust Portal](#)) describe the Personal Data that Cisco collects and processes as part of delivering the Product.

5. Special Terms

5.1 **Covered Users.** For packages with user-based pricing, You must purchase one user license for each Covered User unless a published Product data sheet states otherwise.

5.2 **Usage and Range Limits.** The Product is subject to limitations and range limits set forth in the [SIG Documentation](#) and the [DNS Documentation](#). As further described in the [SIG Documentation](#), Product SIG packages (i) are subject to an average bandwidth limit of up to 50 kilobits per second ("kbps") per Covered User, based on a 95th Percentile Calculation (whether such traffic is generated by individuals, devices, or servers), and (ii) the 95th Percentile Calculation allows peaks in usage that exceed the limit for brief periods of time. As further described in the [DNS Documentation](#), Product DNS Security packages are subject to a monthly DNS query limit average (whether such queries are generated by individuals, devices, or servers). You and Cisco agree to work together in good faith to resolve any excessive usage.

5.3 **Cisco Umbrella Reserved IP.** If You have purchased a subscription to Cisco Umbrella Reserved IP, please see [Reserved IP Supplemental Terms](#) for additional terms and conditions applicable to Your subscription.

5.4 **Cisco-Managed S3 Log Storage.** Certain Product packages include the ability to select Cisco-managed S3 storage or Your own storage for DNS, proxy, and event logs. Cisco-managed S3 log storage is available with 7-day, 14-day or 30-day retention options. Please see the [Cisco-managed S3 Bucket documentation](#) for related requirements and best practices.

- 5.5 **Data Centers.** Your Product subscription includes access to the Product's global data centers found here: [Umbrella Global Data Centers](#). Data centers not included at this link may require a separate subscription. And any data center(s) located in mainland China, when and if available, require a separate subscription purchased directly through the applicable service operator in China.
- 5.6 **Acceptable Use.** You will not (and will not allow any third party to): (i) establish regular and frequent automated queries to an external site, such as port scanning of a third-party entity not in Your control, or use offensive security technologies against a third party through the use of the Product (because these actions could reasonably be viewed by the external site as a denial of service attack or a violation of the third party's terms and could lead to Cisco being blacklisted); (ii) use the Product to access websites or blocked services in violation of applicable law and/or regulation; or (iii) use the Product for the purpose of intentionally masking Your identity in connection with the commission of unlawful activities or to otherwise avoid legal process. If Cisco receives a third-party request for information, demand letter, or other similar inquiry in connection with Your use of the Product relating to alleged unlawful activity on Your network, Cisco may disclose Your name to such third party as necessary to comply with legal process or meet national security requirements; protect the rights, property, or safety of Cisco, its business partners, You, or others; or as otherwise required by applicable law.
- 5.7 **Competitive Testing.** You will not publish or disclose to any third party any Product performance information or analysis (including without limitation the results of benchmark or competitive testing) except with Cisco's prior written consent.
- 5.8 **Disclaimers.** While Cisco has used commercially reasonable efforts to create effective security technologies, due to the continual development of new techniques for intruding upon and attacking files, networks, and endpoints, Cisco does not represent or warrant that the product will guarantee absolute security or that it will protect all your files, network, or endpoints from all malware, viruses, or third-party malicious attacks.

5.9 Definitions

"95th Percentile Calculation" means Cisco: (a) takes traffic samples over the course of 30 days at each Product data center handling Your traffic, (b) discards the top 5% of the traffic samples at each such data center and takes the next highest traffic sample value (this next highest traffic sample value is called the "Peak Value"), and (3) adds together the Peak Values for each data center. This limit is further described in the [SIG Documentation](#).

"Covered User" means each Internet-connected employee, subcontractor, and any other authorized individual covered (i.e., protected) by Your deployment of the Product.



Cisco Collaboration Flex Plan Buying Program Offer Description & Supplemental EA Program Terms

This Buying Program Offer Description lists the available Suites under the Cisco Collaboration Flex Plan and additional terms and conditions that apply to the Cisco Collaboration Flex Plan Portfolio. You may purchase any or all of the Suites listed below, and for any particular Suite You purchase, You may select any or all of the available licenses listed. Purchasing a particular Suite does not give You access to licenses in another Suite.

Suite	Licenses	License Type	End User Terms	Meter
Cisco Collaboration Webex Suite	Webex Meetings	Cloud Service	Cisco Collaboration Flex Plan OD; Vidcast OD; General Terms	Deployed Knowledge Worker
	Webex App	Cloud Service		
	Vidcast	Cloud Service		
	Webex Calling; or Webex Calling Dedicated Instance	Cloud Service		
	Cisco Unified Communications Manager On-Premises Calling	Software		
	Webex Webinars	Cloud Service		
	Webex Events (formerly "Socio")	Cloud Service	Cisco Webex Events OD; General Terms	

Suite	Licenses	License Type	End User Terms	Meter
Cisco Collaboration Webex Suite Essentials	Webex Meetings	Cloud Service	Cisco Collaboration Flex Plan OD; Vidcast OD; General Terms	Deployed Knowledge Worker
	Webex App	Cloud Service		
	Vidcast	Cloud Service		
	Webex Calling; or Webex Calling Dedicated Instance	Cloud Service		

Suite	Licenses	License Type	End User Terms	Meter
Cisco Collaboration Webex Customer Experience Essentials	Webex Customer Experience Essentials	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker



Suite	Licenses	License Type	End User Terms	Meter
Cisco Collaboration Flex Plan Meetings Enterprise Agreement	Cisco Meeting Server	Software	Cisco Collaboration Flex Plan OD; Vidcast OD; General Terms	Deployed Knowledge Worker
	Webex Meetings	Cloud Service		
	Vidcast	Cloud Service		
	Webex App	Cloud Service		

Suite	Licenses	License Type	End User Terms	Meter
Cisco Collaboration Flex Plan Calling Enterprise Agreement	Webex App	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker
	Webex Calling or Webex Calling Dedicated Instance	Cloud Service		
	Webex Customer Experience Essentials	Cloud Service		
	UCM Cloud Calling	Cloud Service		
	Cisco Unified Partner Hosted Communications Manager Calling	Software		
	Cisco Unified Communications Manager On-Premises Calling	Software		

Suite	Licenses	License Type	End User Terms	Meter
Cisco Collaboration Flex Plan for Education Meetings Enterprise Agreement	Cisco Meeting Server	Software	Cisco Collaboration Flex Plan OD; Vidcast OD; General Terms	Deployed Knowledge Worker; Student
	Webex Meetings	Cloud Service		
	Vidcast	Cloud Service		
	Webex App	Cloud Service		

Suite	Licenses	License Type	End User Terms	Meter
Cisco Collaboration Flex Plan for Education Calling Enterprise Agreement	Webex Calling	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker
	Cisco Unified Communications Manager On-Premises Calling	Software		



Suite	Licenses	License Type	End User Terms	Meter
Cisco Collaboration Flex Plan Enterprise Agreement for Public Sector	Webex Meetings - Webex for Government	Cloud Service	Cisco Collaboration Flex Plan OD; Vidcast OD; General Terms	Deployed Knowledge Worker
	Vidcast	Cloud Service		
	Cisco Unified Communications Manager Cloud for Government Calling	Cloud Service		

Suite	Licenses	License Type	End User Terms	Meter
Cisco Collaboration Flex Plan Enterprise Agreement - Webex for Government	Webex Meetings - Webex for Government	Cloud Service	Cisco Collaboration Flex Plan OD; Vidcast OD; General Terms	Deployed Knowledge Worker
	Vidcast	Cloud Service		
	Webex Calling - Webex for Government	Cloud Service		
	Cisco Unified Communications Manager Cloud for Government Calling	Cloud Service		
	Cisco Unified Communications Manager On-Premises Calling	Software		
	Webex App - Webex for Government	Cloud Service		
	Webex Webinars - Webex for Government	Cloud Service		

Suite	Licenses	License Type	End User Terms	Meter
Cisco Collaboration Webex for Government Webex Suite Enterprise Agreement	Webex Meetings - Webex for Government	Cloud Service	Cisco Collaboration Flex Plan OD; Vidcast OD; General Terms	Deployed Knowledge Worker
	Vidcast	Cloud Service		
	Webex Calling - Webex for Government	Cloud Service		
	Webex App - Webex for Government	Cloud Service		
	Cisco Unified Communications Manager Cloud for Government	Cloud Service		
	Cisco Unified Communications	Software		



Suite	Licenses	License Type	End User Terms	Meter
	Manager On-Premises Calling			
	Webex Webinars - Webex for Government	Cloud Service		

Suite	Licenses	License Type	End User Terms	Meter
Cisco Collaboration Webex for Government Webex Suite Essentials Enterprise Agreement	Webex Meetings - Webex for Government	Cloud Service	Cisco Collaboration Flex Plan OD; Vidcast OD; General Terms	Deployed Knowledge Worker
	Vidcast	Cloud Service		
	Webex Calling - Webex for Government	Cloud Service		
	Webex App - Webex for Government	Cloud Service		

Suite	Licenses	License Type	End User Terms	Meter
Cisco Collaboration Webex for Government Webex Customer Experience Essentials Enterprise Agreement	Webex for Government- Webex Customer Experience Essentials	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker



Supplemental Terms and Conditions for Collaboration Flex Plan Portfolio

Applicable Meters

The Meter for the Cisco Collaboration Flex Plan Portfolio is the number of Deployed Knowledge Workers. Your Orders through an Approved Source must reflect accurate Knowledge Worker counts for You and Your Affiliates. Knowledge Worker count additions can be made through subsequent Orders.

“Deployed Knowledge Worker” means a Knowledge Worker who has a profile configured within the Software or Cloud Service provisioning platform and associates that profile with a license as specified in the Offer Description i.e., the applicable desk phone, Jabber client, Webex App, mobile phone, video device, or personal computing device. You must assign each Knowledge Worker a cloud, on-premises, or hosted account to be treated as a single Deployed Knowledge Worker. A Knowledge Worker who is assigned more than one configuration (cloud, on-premises, or hosted) will be counted as multiple Deployed Knowledge Workers. Changing a Knowledge Worker’s configuration to a new deployment model may result in an increased price, with any applicable fees being assessed at the time the new account is configured or subject to a True Forward as specified below.

“Knowledge Worker” means an employee or contractor who utilizes devices capable of running the Software, Cloud Services, or related browser plug-ins as part of their job duties.

“Student” means an individual who is currently enrolled or registered at Your institution for academic study on a full- or part-time basis. Employees, contractors, alumni, former students, prospective students, and students on an extended leave or indefinite absence are not considered Students. You will be required to provide a Student count when you place an Order through an Approved Source.

Included Entitlements & Option for Add-On Purchases

Some entitlements (e.g., Common Area, Device Registration, Webex Events) may be included in Your Enterprise Agreement at fixed quantities as either recurring or one-time allotments. Details of these included entitlements can be found in the respective data sheets. If additional quantities are needed for those entitlements, purchase is required. The respective data sheets also describe optional add-on features and benefits that are not necessarily included in a particular entitlement but may be purchased separately (e.g., Speechview, Real-Time Translation).

Downturn

After the first 12 months of the Suite Term, upon proof of a Downturn event, You can reduce Your Knowledge Worker quantity by up to 20% of Your then-current Entitlement, if such reduction is: a) attributed to such Downturn; and, b) does not cause Your Knowledge Worker quantity to fall below the 250 minimum requirement. To initiate a Downturn reduction, You must provide Your Approved Source with notice 60 days prior to the reduction. **“Downturn”** is defined as an event such as a corporate divestiture, merger, acquisition, or significant restructuring or reorganization of Your business that causes a reduction of Your Knowledge Workers by 20% or more.



You may only request a Downturn Knowledge Worker reduction once during the Suite Term and You may be required to provide a revised order at that time. No refunds or credits will be provided for any services that have been delivered and/or invoiced. Downturn only applies to the Suites listed in Table 1 below.

If Your Order contains any Suites other than those set forth in Table 1, the entire Order is excluded from Downturn eligibility

Table 1

Cisco Collaboration Webex Suite (Cloud)

Cisco Collaboration Webex Suite Essentials

Cisco Collaboration Webex Customer Experience Essentials

Cisco Collaboration Webex for Government Webex Suite Essentials

Cisco Collaboration Webex for Government Webex Suite (Cloud)

Cisco Collaboration Webex for Government Webex Customer Experience Essentials

Support Services

The basic support Services are set forth in the applicable Offer Description. Higher level of support is also available at an additional cost.