



CONFERRING

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4. DEFINITIONS

1. GENERAL

- 1.1 **Service Definition.** Conferencing combines Cisco Webex conferencing with Verizon's dial-in and dial-out audio connectivity, providing a multipoint service enabling Customer to conduct a collaboration session and transmit text, documents, data or images (collectively, data) via the Internet. Data can be sent on a one-way, one-to-many, view-only basis or on a multipoint, many-to-many, collaborative basis. Meeting Leaders and Participants must have browser access to the Internet. Leaders and Participants may include an accompanying audio conferencing call. Customer's use of features and functions, including newly available ones, is governed by applicable terms and conditions and Customer will pay then-current standard rates.
- 1.2 **Standard Service Features**
 - 1.2.1 **Collaboration Flex Platform.** Collaboration Flex is a single subscription cloud-based platform providing access to collaboration services and software, which Customer can mix and match depending on users' needs.
 - 1.2.1.1 **Collaboration Flex Subscription Packages.** Collaboration Flex subscription packages include the following:
 - **Collaboration Flex Named User.** The Collaboration Flex Named User Package provides an identified Leader with a license, granting that individual access rights to the Collaboration Flex platform. Named User allows Customer to purchase at a per user rate in various increments.
 - **Collaboration Flex Enterprise Agreement.** The Collaboration Flex Enterprise Agreement Package provides Customer with a subscription license for each Named User Employee. Each Named User will receive a unique account that may not be shared or used by anyone other than the designated Named User. This package requires a minimum purchase of 250 licenses. This package is subject to the True Forward Service Order process.
 - **Collaboration Flex Active User.** The Collaboration Flex Active User Package provides Customer with a subscription for each Named User Employee. However, Customer only pays for those Named User Employees who are active in a given month above a minimum purchase of 40.
 - 1.2.1.2 **Collaboration Flex Webex Service Options.** The following service options are available with Collaboration Flex:
 - **Webex Messaging.** Provides unlimited messaging and allows users to share content within shared spaces. Users can perform 1-to-1 and group messaging with perpetual content for identified teams. Users may host a Webex meeting with any number of participants based on the Webex team space they are participating in.
 - **Webex Messaging File Storage.** Provides each Knowledge Worker with 20 GB of file storage through the Webex Teams Messaging application.
 - **Webex Conferencing Services.** In addition to Webex Messaging and Webex Meetings capabilities within the Webex Messaging client, Customers can purchase the following subscription packages:
 - Webex Meeting Center service with capacity of 1,000 attendees per session and up to 75 attendees join using Cisco Webex Teams or Cisco TelePresence applications or SIP attendees.



- Webex Training Center service with capacity of 1,000 attendees per session.
 - Webex Event Center service with capacity of 1000 attendees per session.
 - Webex Event Center service with a capacity of 3000 attendees per session.
 - Audio Broadcasting (used with Event Center only).
 - Webex Support Center service with capacity of 5 attendees per session.
 - **Content management.** Collaboration Flex Plan provides Customer with unlimited cloud Network Based Recording (NBR) storage for WebEx conferencing services. An additional fee is associated with this feature when purchased as part of the Named User license model.
 - **Cloud Connected Audio.** Cloud Connected Audio (CCA) enables Webex-integrated audio conferencing via audio bridges hosted in Cisco's network.
 - **Service Location Availability.** Outside of the U.S., availability for CCA will vary country-to-country and Verizon will confirm (or deny) specific country availability upon Customer's request.
 - **Codec and Signalling Support.** CCA works only with G.711, the audio compression codec. Customer is responsible for transcoding any non-G.711 audio media stream to G.711.
 - **Cisco WebEx Cloud Infrastructure.** CCA does not dedicate any equipment or bandwidth to any specific customer's audio traffic. All Customer traffic will traverse over shared infrastructure which includes Cisco Webex data center equipment, audio bridge, and other servers and all connections between them.
 - **Telecommunications Access.**
 - **Pro Pack.** Pro Pack provides administrative tools for advanced security, compliance and analytics functions.
 - **Administrative Portal.** The Administrative Portal allows administrators to manage services and users, provision devices, view detailed analytics and reporting, and configure security and compliance policies.
- Note:** Customer and conference participants are responsible for telecommunications costs incurred in accessing the Service.

1.2.1.3 **Cisco Webex Care.** Cisco Webex Care is a digital customer support solution for help desks and small teams. Cisco Webex Care offers chat and callback services and enables connected digital experiences by supporting customer care teams who want to deliver contextual, continuous, and capability-rich customer journeys. Cisco Webex Care is offered on a per-Knowledge Worker basis.

1.2.2 **Cisco Webex EDGE Connect.** EDGE Connect provides a dedicated, managed, Quality of Service (QoS)-enabled IP peering link from Customer's premises directly to the Cisco Webex backbone via the Equinix cloud exchange. This is an alternative to using the public internet to connect to Webex. Peering links are available at four capacity levels: 500 MG, 1 GB, 5 GB, and 10 GB.

1.2.3 **Training and Support.** User adoption services are available in 50 and 100 hour packages.

1.3 Customer Responsibilities

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

2. SUPPLEMENTAL TERMS

2.1 **Emergency Calling.** The calling features of Verizon's Webex Services are not voice services and can be used to receive and make calls, including emergency calls, **only** when used with third party-provided or Verizon-provided VOIP or TDM services.

2.2 **Protected Health Information (U.S. only).** If Customer is a HIPAA-covered entity, this provision will apply. Customer will not use the Service in a way that causes Verizon to create, receive, maintain, or transmit "protected health information" ("PHI") that would make Verizon a "business associate" to Customer (as both terms are defined at 45 C.F.R. § 160.103). If Customer uses Conference Recording, Customer will prohibit the discussion of PHI. If PHI is discussed and recorded, Customer's Moderator will delete all such references from the recording. In connection with Conferencing, Verizon does not create, receive, maintain, or store Protected Health Information (PHI) as defined in the Health Insurance Portability & Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009. Conferencing is not equipped to store or otherwise maintain such PHI. Therefore, although it is possible for Customer to record PHI via a Conferencing recording feature, Customer agrees that neither it nor its



Participants will use Conferencing to engage in such recording or store PHI. To the extent this prohibition is violated, Customer is fully responsible for the consequences.

- 2.3 **On Line Password for Access to Service and CPNI.** At the time Conferencing Service is established, Verizon will provide Customer's designated billing point of contact (Billing POC) with a Password, which Customer and the Billing POC may use to access Conferencing Services and obtain information about Conferencing Services online that may include Customer Proprietary Network Information (CPNI). In order for the Billing POC to receive the Password, Customer will name the Billing POC as a CPNI authorizer following the process set forth in the Agreement. Customer agrees that the Billing POC is authorized to use the Password to establish Conferencing for Customer personnel and to disclose the Password for Conferencing and CPNI access to other personnel of Customer, and that such personnel are authorized by Customer to access Conferencing and CPNI. Customer will be solely responsible for use and disclosure of the Password by Customer personnel.
- 2.4 **Cisco Universal Cloud Terms.** The Cisco Universal Cloud Terms (UCA) shall govern Customer's use of the Business Messaging and Meetings; however, Section 2.6.3 below takes precedence over any conflicting provisions therein. The UCA is at www.cisco.com/c/dam/en_us/about/doing_business/legal/docs/universal-cloud-agreement.pdf.
- 2.5 **Call Recording.** Customer may record the web and voice aspects of the conferences provided under this Service. Customer agrees to obtain the consent of all Participants as required by applicable law, including any laws that prohibit the conditioning of consent for participation on the conference. Verizon is not responsible for managing or deleting Customer's call recordings. Customer is responsible for compliance with any applicable laws or regulations with regard to call recordings, retention periods and deletion.
- 2.6 **Service Commitment Period**
- 2.6.1 **Service Commitment.** Unless otherwise stated in the Customer quote, the Service Commitment period for Conferencing is 12 months. In addition, and unless otherwise stated in the Customer quote, the Subscription Period for Collaboration Flex and/or Cloud Connected Audio/CCA (collectively, Standard Service Features) is 12 months. If the length of Customer's Subscription Period for the applicable Standard Service Feature(s) extends beyond the current Service Commitment period for Conferencing, the Service Commitment period for Conferencing shall extend for the full duration of Customer's Subscription Period for the applicable Standard Service Feature(s).
- 2.6.2 **Service Termination.** If (a) Customer terminates Conferencing or the Agreement before the end of the Service Commitment period for reasons other than Cause; or (b) Verizon terminates Conferencing or the Agreement for Cause before the end of the Service Commitment period pursuant to relevant sections in the Agreement or this Service Attachment, then Customer will pay, within 30 days after such termination, (i) an amount equal to the number of months remaining in the Service Commitment period multiplied by the applicable Monthly Recurring Charge (MRC), plus (ii) a pro rata portion of any and all applicable credits received by Customer.
- 2.6.3 **Service Non-Renewal Notice.** If Customer does not wish to renew its Collaboration Flex and/or CCA subscriptions, it must notify Verizon 45 days prior to the end of its current Subscription Period by using the Verizon Enterprise Center (VEC) portal. Otherwise, Customer shall pay applicable charges for the subscriptions at the newly-determined level for an additional 12 month period upon the expiration of its current Subscription Period.
- 2.7 **Verification and Extraordinary Events.** With respect to Collaboration Flex Employee Count, Named User, and Active User options:
- 2.7.1 **Verification.** Verizon may review pertinent Customer records during Normal Working Hours to verify Customer's usage of the Named User packages.
- 2.7.2 **Extraordinary Event.** Customer must inform Verizon in writing of any Extraordinary Event within 30 days of its occurrence. If an Extraordinary Event occurs, or Verizon determines that Customer is misusing Conferencing in accordance with the above, Verizon will bill Customer and Customer must promptly pay the rates and charges arising from Customer's increased usage of Conferencing.

3. FINANCIAL TERMS



3.1 **General.**

3.1.1 **Taxes- Primary Place of Use (U.S. only).** In the case of web based conference calling services, the primary place of use (PPU) location of each conference Leader will be designated in writing by Customer and used as the location(s) for taxing purposes. Where the location(s) of each conference Leader is not designated by Customer, Customer will designate in writing the PPU's that should be used by Verizon for taxing purposes. If Customer does not designate any PPU's, Customer agrees that Verizon should use the headquarters location for taxing purposes. Further, Customer will use commercially reasonable efforts to maintain records that reasonably substantiate the location(s) designated as the PPU and provide such records upon request from Verizon in the event Verizon is required to demonstrate the accuracy of the PPU to government authorities. In the event a government agency determines that the PPU is wrong or not properly substantiated, Customer will be responsible for any additional Taxes, fees or surcharges plus penalties and interest imposed due to a change in PPU or taxable location at such time that Verizon is required to pay such assessment.

3.1.2 **Taxes- Primary Place of Use (outside U.S.).** If Customer designates a PPU outside of the U.S., it remains Customer's responsibility to comply with the laws of any tax jurisdiction in which it operates with respect to the applicability of all Taxes, including any requirement to self-assess or otherwise account for Taxes. In the event any taxing or governmental authority asserts that Customer should have self-assessed or otherwise accounted for Taxes on any purchases made pursuant to this Agreement, Customer agrees to be responsible and hold Verizon harmless from and against any claim or liability (including the Tax and associated interest, penalties, or other charges) which may arise as a result.

3.2 **Collaboration Flex Subscription Model**

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

3.2.3 **Collaboration Flex Enterprise Agreement** Customer will pay an MRC as a subscription license. Customer will be entitled to provision 120% of the agreed Knowledge Worker count (Growth Allowance). Provisioned Knowledge Workers will receive a unique account that may not be shared or used by anyone other than the designated Knowledge Worker. A Knowledge Worker account may not be transferred to another Knowledge Worker, except upon (i) termination of the Knowledge Worker's employment or (ii) with Cisco's prior written approval. This Collaboration Flex Enterprise Agreement model requires a minimum purchase quantity of 250 licenses. Customer must purchase a license to access the services or software for every Knowledge Worker. If at any time during the Service Commitment period the quantity of provisioned Knowledge Workers exceeds the Customers Growth Allowance, Customer shall notify Verizon of this increase and execute a True Forward Service Order. Customer may not decrease the Knowledge Worker quantity at any point during the Customer's subscription term. The Customer will be invoiced based on the date the subscription license is provisioned by Cisco.

3.2.4 **Flex Active User.** Customer will pay an MRC for the Enrolled Number of Active User licenses, regardless of the number of Leaders that end up actually using Active User. Customer's Site Administrator will be able to add additional Leaders to Customer's Named User site, to a maximum of 120% of Customer's Initial Knowledge Workers, as determined by Verizon and Cisco in cooperation with Customer at the time of the addition, without notifying Verizon or paying additional license fees. If Customer does not wish to renew its Active User option, it must notify Verizon 45 days prior to the end of its current subscription period. If Customer fails to notify Verizon, Customer must pay license fees for the Active User option at the newly-determined level for an additional 12 month period. In any subsequent Service Commitment period, the number of licenses for which Customer will pay an MRC is determined by the greater of: 15% of Customer's Employees as determined by Verizon and Cisco, in cooperation with Customer; or (ii) the average number of Named Users using Active User during months 9, 10, and 11 of Customer's current Subscription Period; or (iii) 40 Active Users. The following conditions also apply:

- **Purchased Minimums (Meetings).** The following purchased minimums are applicable for new and existing customers.
- **New Customers.** The Collaboration Flex Active User package allows Customer to purchase a number of Named User licenses equal to at least the Initial Knowledge Worker count, with a minimum purchase of 40 licenses for a subscription period of 12 months.



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

3.3 **Other Applicable Charges.** Customer will pay the charges for Conferencing specified in the Service Order Form and/or the Agreement, and at the following URL: www.verizonenterprise.com/external/service_guide/reg/applicable_charges_toc.htm.

4. **DEFINITIONS.** The following definitions apply to Conferencing, in addition to those identified in the Master Terms of the Agreement and the administrative charge definitions at the following URL: www.verizonenterprise.com/external/service_guide/reg/definitions_toc_2017DEC01.htm.

Terms	Definitions
Active User	Customer's employee who uses the Named User account to host 1 or more WebEx web conferencing Meetings in any given billing period.
Audio Conferencing	Multiple audio lines connected for a multi-point phone call.
Administrative Portal	A website accessible to the Customer-identified administrator for the system. The administrator can make changes to the site, add/delete/modify users, pull reports, and support the overall management of the solution.
Capacity	The number of Participants that may attend each meeting.
Employee / Knowledge Worker	Full- or part-time employee or third-party contractor of Customer and its Affiliates.
Enterprise Agreement	Buying model providing a license to access the services or software in Customer's subscription for every Knowledge Worker, subject to an agreed minimum quantity.
Employee Count	The number of employees as of the date of Customer's Service Order.
Enrolled Number	The number of licenses purchased by Customer for a Collaboration Flex Subscription, with a minimum purchase of 40 licenses.
Extraordinary Event	A merger, acquisition, divestiture, or layoff that occurs during an enrollment period and changes the number of employees by more than 20% from the Employee Count.
Initial Total Employees	A number of licenses equal to at least 15% of Customer's Employee Count, as determined by Cisco and Verizon in cooperation with Customer.
Leader	The Customer contact requesting a conference.
Meeting	A virtual meeting hosted on the Cisco Meeting Server by a Collaboration Flex licensed user.
Participant	Any Customer-authorized party joining a conference.
Password	An authorization code provided to Customer's Billing point of contact.
Subscription Period	A period of time for which Customer is committed to pay for a particular Standard Service Feature. A Subscription Period commences on the Service Activation Date of the Standard Service Feature to which it relates.
Site Administrator	Person responsible for all administrative duties for the Customer-specific website.
True Forward Service Order	An updated Service Order reflecting the revised Employee Count and adjusted applicable charges.