



# Technology Solution Quotation

**CISCO FLEX PLAN SUBSCRIPTION AGREEMENT:**  
Cisco FLEX 25-30

**Napa County Agreement No. 260082B**  
Quote #Q-00083377  
PL No. 135433



## Table of Contents

Introduction	Pg. 2-3
Billing Information	Pg. 4
Customer Responsibilities	Pg. 5
Proposal	Pg. 6-7
Payment Terms and Conditions	Pg. 8-9
Exhibit B: Complete Offer Description	Pg. 10-17



## Executive Summary

### Introduction

At MGT, we are trusted advisors driven by social impact. Our specialized technology and advisory solutions address the mission-critical problems that live at the top of our client's leadership agenda. From aging technology and cybersecurity threats to budgetary constraints, we take on the toughest challenges – and succeed together.

Our suite of comprehensive technology solutions, spanning **cybersecurity, managed services, SaaS, physical security, network infrastructure, cloud and data, communications**, and more empower you to effortlessly conquer your toughest technology obstacles. Please refer to our customer price quote for specific manufacturers, parts, pricing and professional services proposed as a part of this solution.

### A Social Impact Commitment

#### DEFINED BY **IMPACT**

We align with Napa County's dedication to delivering communication and productivity tools through a reliable subscription model. MGT provides a range of communication solutions designed to empower organizations with technology, enhancing both their communication capabilities and the communities they serve.

### MGT's Expertise

MGT brings **50 years** of experience and more than 900 professionals driving positive social change with technology and advisory solutions for education, government, and enterprise companies. We have a national presence with local engineering and cabling resources.



#### Strategy & Implementation

Working alongside an organization's C-suite, we help leaders co-create strategy through organizational reviews and data analytics to create actionable roadmaps for success.



#### IT Infrastructure & Digital

We provide engineering expertise to modernize IT infrastructure and ensure your technology implementation is properly designed, integrated, modernized, and maintained.



#### Cybersecurity & Resilience

From real-time, 24/7 monitoring to proactive threat detection and rapid incident response, we can give you the tools to heighten your network's security posture and keep it there.



#### Performance & Operations

Bridging the gap between strategy and enduring change, we support efficient revenue allocation, promote economic development, and create fairness in hiring and contracting systems.





## Overview

Cloud services offered include: Webex Cloud Calling, Webex Teams, Webex Teams File Storage, Cloud Video Device Registration (*including Webex Board*), Webex Hybrid Services and Webex Meetings.

In an on-premised deployment, Cisco offers: Webex Teams, Webex Teams File Storage, Cloud Video Device Registration, Webex Hybrid Services and Webex Meetings, Cisco Unified Communications Manager, Cisco Unity Connections, Cisco Emergency Responder, Cisco Expressway, Cisco Jabber, Cisco Unified Attendant Consoles, and Common Area Device License.

*Please refer to Customer Price Quote and chart below for the features included in your contract.*

### Cisco Collaboration Flex Plan Features:

Features Included in Collaboration Flex	Cloud	On-Premise
Cloud Calling	-	-
Webex Teams	-	-
Webex Meetings	-	-
Webex Teams File Storage	20GB	-
Cloud Video Device Registration	✓	-
Webex Hybrid Services	✓	-
Cisco Unified Communications Manager	-	✓
Cisco Unity Connections	-	✓
Cisco Emergency Responder	-	✓
Cisco Expressway	-	✓
Cisco Jabber	-	✓
Cisco Unified Attendant Consoles	-	With EA
Common Area Device License	-	With EA





## Billing Information

AMS.NET, LLC. D/B/A MGT Impact Solutions will invoice against the contract once Purchase order is received and processed by AMS.NET, LLC. D/B/A MGT Impact Solutions. Failure to pay invoices may lead to cancellation of manufacturer subscription and early termination penalty.

### SaaS Contract Cost Summary:

Contract Term	5 Year	Monthly Total	\$7,449.00
Billing Term	Annual	Annual Total	\$89,388.00
		Total Contract	\$446,940.00

***Each contract has an annual adjustment period process to calculate and bill for overconsumption. At the end of each contract year, any additional licenses added during the prior year will be calculated and added to the contract. Your invoice will reflect the additional usage. At the end of the initial term, current agreement/subscription can be renewed by emailing a new purchase order to Renewals, at [renewal@ams.net](mailto:renewal@ams.net). To cancel your subscription at the end of the initial term, please notify Renewals by email, no later than 45-days prior to end-of term. If we do not hear from you by 45-days prior to end-of term, your subscription will be automatically cancelled. We are required to give the manufacturer partner a 30-day cancellation notice.***

AMS.NET, LLC. D/B/A MGT Impact Solutions will invoice against the original contract once a Purchase Order is received and processed by the AMS.NET, LLC. D/B/A MGT Impact Solutions internal team. Failure to pay invoices may lead to cancellation of the manufacturer subscription. In order to renew the subscription, please email a purchase order for the renewal term to Renewals at [renewal@ams.net](mailto:renewal@ams.net), in writing 45-days prior to the end-of-term. AMS.NET, LLC. D/B/A MGT Impact Solutions will send out customer reminders notifying them of the impending renewal and the customer must provide purchase order for the renewal term to AMS.NET, LLC. D/B/A MGT Impact Solutions, Renewals at [renewal@ams.net](mailto:renewal@ams.net), in writing 45-days prior to the end-of-term to avoid cancellation.



## Customer Responsibilities

- Customer must provide minimum 10MB internet connection, with access to Cisco Webex Cloud
- Customer must allow Cisco Webex traffic through firewall
- Customer must provide hardware/VMWare environment for all on-premise applications
- Customer is responsible for PSTN access
  - Cloud deployments must use one of Cisco Preferred Partners
  - On-premise PSTN access supports SIP, PRI and Analog Integrations
- Customer responsible for updating E911 information
- Customer responsible for proper network configuration to support VoIP including but not limited to: QoS, VLAN, routing, etc.
- Customer responsible for any certificates that may be required

AMS.NET, LLC. D/B/A MGT Impact Solutions is not responsible for service or SLA agreement degradation delays due to lack of customer compliance with the above items.



## Customer Price Quote Q-00083377

### Customer

Napa County  
Purchasing 1195 Third Street, Suite 101  
Napa CA, 94559 US  
ATTN: Casey Wightman

### Quote Description

Cisco FLEX 25-30

**Estimated Contract Start** 7/13/2025  
**Estimated Contract Expiration** 7/12/2030  
**Contract Term** 5 Year  
**Billing Term** Annual  
**Modified** 4/24/2025  
**Account Mgr.** Dave Zieker  
**AM Phone** (925) 245-6160  
**AM Email** dzieker@mgt.us  
**Inside Account Mgr.** Mike Bruington  
**IAM Phone** (925) 245-6165  
**IAM Email** mbruington@mgt.us

Line	Item Description	Qty	Service Term	Unit Price	Qty Months	Extended Price
1	A-FLEX-EAPL EntW On-Premises Calling	1300	5 Year	\$5.73	60	\$446,940.00

### Order Summary

Monthly Total	\$7,449.00
Contract Total	\$446,940.00





**Sign and return this page to your account manager to accept this proposal for Cisco Flex Plan Subscription.**

I, the undersigned ("Customer"), hereby accept this Proposal for SaaS Services(s) as detailed in the quote number **Q-00083377**. I also agree to the following:

### Terms and Conditions

#### Payment Conditions

☐ **Yes**, Customer chooses to purchase SaaS services from AMS.NET, LLC. D/B/A MGT Impact Solutions. Customer understands that Customer will be responsible to pay the full costs of the services until contract has expired. Fees are non-refundable and payment obligations are non-cancelable, except as provided in your purchase terms or where prohibited by law.

#### Term: 5 Year

Customer has the option to renew after this contract expires using the terms of the Master Services Agreement. If this is a Cisco SaaS agreement, the Cisco Systems Universal Cloud Agreement applies. The Cisco Systems Universal Cloud Agreement includes the applicable Offer Description(s) located at [www.cisco.com/go/cloudterms](http://www.cisco.com/go/cloudterms) (collectively "Agreement"). Both the terms in this Agreement and the Agreement between you and Cisco Systems for the Cloud Service(s) must be accepted.

Year 5 Cost - Quote Total	Qty	Service Term	Unit Price	Qty Months	Extended Price
<b>A-FLEX-EAPL</b> EntW On-Premises Calling	1300	5 Year	\$5.73	60	\$446,940.00
<b>Monthly Total</b>					<b>\$7,449.00</b>
<b>Annual Total</b>					<b>\$89,388.00</b>
<b>Contract Total</b>					<b>\$446,940.00</b>



This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, .pdf or other electronic means will be as binding and effective as delivery of a manually executed counterpart to the Agreement.

By signing below, each of the Parties, intending to be legally bound thereby, agrees to the terms of this Agreement.

Submitted by

AMS.NET, LLC. D/B/A MGT Impact Solutions

Signed by:

Signature

*Diana Monaghan*

3232E6663BAC45D...

Name

Diana Monaghan

Title

Secretary

Date

7/28/2025

Acknowledged and Agreed

Napa County

Signature

Name

Anne Cottrell

Title

Chair, Board of Supervisors

Date

## Payment Terms and Conditions

APPROVED AS TO FORM Office of County Counsel	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors
By: <u>Ryan Fitzgerald (e-sign)</u> Deputy County Counsel	Processed by: _____ Deputy Clerk of the Board	By: _____
Date: <u>July 25, 2025</u>	Date: _____	

1. AMS.NET, LLC. D/B/A MGT Impact Solutions will require a Purchase Order referencing this Quote # and an authorized representative must sign this proposal.

2. Payment Terms are NET 30. Payments made beyond 30 days are subject to a finance charge of 1.5% per month. Customer agrees to pay all collection costs and attorney fees or late payments if applicable. . In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect services already received.

3. Shipping charges and sales tax will not be added to this order as these services on non-taxable.

4. The laws of the State of California will apply to this sale.

5. The term "start date" means the first business day on which the service starts. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the start date. Seller shall use its best efforts to make timely delivery of start date. HOWEVER, ALL STATED DELIVERY AND START DATES ARE APPROXIMATE AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER SHALL, UNDER NO CIRCUMSTANCE, BE DEEMED TO BE IN DEFAULT HEREUNDER OR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR COMMERCIAL LOSS RESULTING FROM DELAYS IN DELIVERY OF START DATE.

6. Cisco Cloud services purchased from AMS.NET, LLC. D/B/A MGT Impact Solutions requires the customer to accept Cisco's Universal Cloud Agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) You purchase from Cisco or an Approved Source and is between You and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at [www.cisco.com/go/cloudterms](http://www.cisco.com/go/cloudterms) (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, You agree to the terms of this Agreement. If You do not have authority to enter into this Agreement, or if You do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If You determine that You cannot comply with the terms of this Agreement after You have paid for the Cloud Service, You may terminate Your access to the Cloud Service for a full refund provided You do so within thirty (30) days of Your purchase.



7. AMS.NET, LLC. D/B/A MGT Impact Solutions will invoice against the original contract once a Purchase Order is received and processed by the AMS.NET, LLC. D/B/A MGT Impact Solutions internal team. Failure to pay invoices may lead to cancellation of the manufacturer subscription. Each contract has an annual adjustment period process to calculate and bill for overconsumption. At the end of each contract year, any additional licenses added during the prior year will be calculated and added to the contract. In order to renew the subscription, please email a purchase order for the renewal term to Renewals at [renewal@ams.net](mailto:renewal@ams.net), within 45-days of the end of the initial term. AMS.NET, LLC. D/B/A MGT Impact Solutions will send out customer reminders notifying them of the impending renewal and the customer must provide purchase order for the renewal term to AMS.NET, LLC. D/B/A MGT Impact Solutions, Renewals at [renewal@ams.net](mailto:renewal@ams.net), in writing 45-days prior to the end-of-term to avoid cancellation.

AMS.NET, LLC. D/B/A MGT Impact Solutions  
Tax ID: 94-3291626  
C7 License: 763508





## Offer Description for Cisco Collaboration Flex Plan

This Offer Description is for the Cisco Collaboration Flex Plan (the "Cisco Technology"). Capitalized terms, unless defined in this document, have the meaning in the EULA or General Terms found at [https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end\\_user\\_license\\_agreement.html](https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html), or similar terms existing between You and Cisco (the "Agreement"). For clarity, Product Descriptions like this have historically been named either Offer Descriptions or Supplemental End User License Agreements. References to those documents in the Agreement should be interpreted as a reference to this Product Description.

### 1. Description

#### 1.1 Cisco Collaboration Flex Plan

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

- Webex Meetings;
- Webex Calling;
- 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.

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.

#### 1.2 Cisco Collaboration Flex Plan for Education

The Cisco Technology is offered to education Users, as described in Exhibit A.

#### 1.3 Cisco Collaboration Flex Plan for FedRAMP Certified Services

Webex for Government and UCM Cloud for Government are certified by FedRAMP, as described in Exhibit B, Section 2.1.

#### 1.4 Cisco Webex Production Assist

Cisco offers the Production Assist Services to Webex Users as described in Exhibit C.

#### 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) for unlimited applications. Please see the [Duo Offer Description](#) for information related to Duo Security.

#### 1.6 Webex Video Integration for Microsoft Teams

Cisco offers the Webex Video Integration for Microsoft Teams as described in its Offer Description [here](#).

## 2. License Model Terms

The Cisco Technology may be available in multiple license models, as described below. 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.

#### 2.1 Named User

Your payment obligation and right to use the Cisco Technology 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 a unique account that may not be shared or used by anyone other than the designated employee or contractor. A Named User’s account may not be transferred to another person, except upon: (a) termination of the Named User’s employment or (b) Cisco’s prior written approval. You are solely responsible for the acts and omissions of, or any fees incurred by, Your Named Users.

#### 2.2 Active User

The **Active User** license model provides your entire organization with access to Flex Plan Meetings. Your payment obligation is based on a minimum quantity of Active Users (“**AU Minimum**”) that may increase during the Usage 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 Usage 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

Controlled Doc. # EDCS-13324740 Ver: 13.1 Last Modified: Mon Sep 11 14:29:45 PDT 2023

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 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.

### 2.3 Enterprise Agreement

The Collab Flex Enterprise Agreement license model is governed by the Cisco Enterprise Agreement Program Terms, which require Your acknowledgement when You place Your order. See those terms for your Usage Rights.

### 2.4 Shared Meetings

Your payment obligation and right to use the Cisco Technology is based on the Concurrent Meetings Cap on Your order. You may host an unlimited number of meetings during Your Usage 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 Usage 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 Usage Term will also increase to reflect the higher Peak Concurrent Meetings. A True Forward will not reduce Your Concurrent Meetings Cap.

### 2.5 Definitions

The defined terms used in this Section 2 mean the following:

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

**“Deployed Knowledge Worker”** means a Knowledge Worker who has a profile configured within the installed Cisco Technology provisioning platform and associates that profile with the applicable desk phone, any Jabber client, any Webex app client, mobile phone, video Device, or personal computing Device, as applicable.

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

**“Average Active Users”**, 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.

**“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.

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

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



### 3. Data Protection

The applicable [Privacy Data Sheets](#) describe the Personal Data that Cisco collects and processes as part of the delivery of the Cloud Service to You. For further detail on how Cisco processes, uses and protects all categories of data, please visit [Cisco's Security and Trust Center](#).

### 4. Accounts for Personal Use

If You create an account to use the Cisco Technology for personal use, Your employer's policies will not apply to the data that You share while using the Cisco Technology. However, if You use Your employer-issued email address and Your employer later purchases the Cisco Technology from Cisco, You will be required to update the email address associated with Your account to a personal email address. Cisco recommends that You use Your personal email address to access the Cisco Technology for personal use. If You want to change Your email address, You can do so by following these [instructions](#). If You do nothing, Your account and Personal Data will be controlled by Your employer and Your use will be subject to Your employer's policies.

### 5. Supplemental Terms and Conditions

#### 5.1 Term

The initial Usage Term starts on the date any portion of the Cisco Technology is provisioned. Cisco will notify you when any portion of the Cisco Technology 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 Usage Term and You agree to pay for all usage from that date.

#### 5.2 Restrictions on Use by Minor Children

Generally, the Cisco Technology is not authorized for use by persons younger than the age of consent in their relevant jurisdiction (e.g., 13 years old in the United States under the US Children's Online Privacy Protection Act of 1998, or 16 or 13 years old in the European Union as per Member State law) ("**Minor Children**"). Minor Children are not permitted to create an account to use the Cisco Technology, and You will not authorize Minor Children to access the Cisco Technology.

#### 5.3 Geographic Terms and Restrictions

In accordance with global telecommunications law and regulations, the Cisco Technology is currently available in the countries listed [here](#).

#### 5.4 Webex Calling Offer

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 D**.

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.

#### 5.5 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.

## 6. Support and Maintenance

The Cloud Service and Software include 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 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.

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	

The following definitions apply to this Section 6:

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

**"Severity 1"** means the Cloud Service or Software 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 Cloud Service or Software 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 Cloud Service or Software 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 Cloud Service or Software. 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.



## Exhibit A: Offer Description Supplement for Education Users

### 1. Supplemental Terms and Conditions

The following paragraphs are included at the end of Section 3 of the Offer Description:

### 2. Education Users

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 User**").

### 3. Obligations with Respect to Minor Children

As between You and Cisco:

Education User is solely responsible for providing notices to and obtaining appropriate consents from parents and guardians of Minor Children for the collection, use, and processing of Personal Information by Education User and Cisco in connection with the delivery of the Cisco Technology;

Education User will provide such notices and obtain such consents before any collection, use, or other processing of Personal Information of Minor Children, and upon reasonable request will provide evidence of such notices and consents to Cisco in a timely manner; and

Education User will provide parents and guardians with the ability to request access, correction, deletion, or suppression of the Personal Information collected from Minor Children.





## Exhibit B: Offer Description Supplement for FedRAMP Certified Cloud Services

### 1. Supplemental License Model Terms

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. **“Average Active Users”** means the average number of Active Users per month in months nine (9), ten (10), and eleven (11) of Your previous subscription year.

### 2. Supplemental Terms and Conditions

The following paragraphs are inserted at the end of Section 3 of the Offer Description:

#### 2.1 FedRAMP Certified Cloud Services

Both Webex for Government and Unified Communication Manager Cloud for Government, have 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.

#### 2.2 Disclaimer of Cisco’s Liability Related to PSTN Traffic

When 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.



## Exhibit C: Offer Description Supplement for Webex Production Assist

### Supplemental Description

The following paragraph is inserted at the end of Section 1.4. of the Offer Description as pertains to Webex Production Assist Services:

The Webex Production Assist Services team provides services through an assigned Cisco resource to assist in the use of Cisco Technology 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.



## Exhibit D: Cisco Calling Offers Supplement

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) (collectively, “Cisco Calling Offers”). It also covers the use of on-premise UCM.

### 1. PSTN Requirement & Disclaimer

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 Cisco Technology. 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.

### 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 CISCO TECHNOLOGY (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
- 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:

- Outgoing/outbound automated messaging, bot messaging, chatbots or any kind of high volume SMS/texts
- Sending more than 10 texts per minute per User
- A2P, or application-to-person messaging
- Sending unsolicited texts
- Posting multiple texts similar in content to Usenet or other newsgroups, listservs, forums, email mailing lists or other similar groups or lists
- Unauthorized texts or phishing text messages

#### 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 E: Offer Description Supplement for Real Time Translation – Active User

### Supplemental Term

The following term is a Supplemental Term and Condition specific to customers who have purchased Real Time Translation (RTT) for Webex Meetings under an Active User (AU) licensing model. For such customers, the following term is to be added to the end of Section 3 of the Offer Description:

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.