

# **End User Information Form**

For End Users of the Cisco Flex Plans

To purchase the Cisco Collaboration Flex Plan or Cisco Spark Flex Plan under the Enterprise Agreement ("EA") or Active User ("AU") buying models for you and your Participating Affiliate(s), an authorized representative of the End User must complete this form in its entirety and sign it. This form will be used for provisioning and entitlement under the Flex Plan, as well as to ensure that you understand the terms of use that apply to your Flex Plan. Gsco will provide a quote to your reseller for the selected buying model, based upon the information that you provide in this form. Your reseller will in turn provide a quote to you. Your signature is required on this form prior to receiving access to the program.



# End User overview

### **Defined Term(s) Used in this Section**

"Participating Affiliates" means: (i) those Affiliates that are included in Your EUIF and for which You have paid the appropriate fee(s) to be included in this Cisco EA or You form with existing assets and employees transferred only from such Affiliates or (ii) those Affiliates that You acquire and add to the list of Participating Affiliates under the process set out in these Program Terms.

"Affiliate" means any entity that one of us controls or controls one of us. "Control" means that entity (a) directly or indirectly owns more than 50% of one of us; or (b) has the ability to direct the affairs of one of us through any lawful means (e.g., a contract that allows control).

"End User", "You" or "Your" mean the final purchasing entity as identified on the EUIF.

End User Information				
Full legal name of the organization you represent	Bunker Hill Community College			
Address of its principal place of business				
	250 NEW RUTHERFORD AVE			
	Charlestown MA 02129			

Charlestown MA 02129		
Your Enterprise Coverage		
Cisco requires any Participating Affiliate(s) for which you are purchasing coverage to be included in this End User Information Form. Cisco relies on this list to define the scope of the agreement, ensure accurate pricing, as well as effective provisioning and support.		
Participating Affiliate(s)		
X None ☐ Only listed Affiliates		
Additional information/list of Participating Affiliates		

# Cisco Collaboration

### Additional Defined Term(s) Used in this Section

"Employees" means full or part-time employees of You or Your Participating Affiliates, as applicable.

"Contractors" means non-Employees who (i) work on Your or Your Participating Affiliates' behalf, (ii) whose work is under Your or Your Participating Affiliates' control or supervision pursuant to a consulting, staffing or other similar written contract, and (iii) have access to Your or Your Participating Affiliates' systems or networks in the ordinary course of providing their services to You or Your Participating Affiliates.

"Knowledge Workers" means You and Your Participating Affiliates' Employees and Contractors that utilize Devices as part of their job duties that are performed on You and Your Participating Affiliates' behalf.

"Devices" means computing, networking, or communications devices capable of running the Software or browser plug-ins associated with the Software, and which are owned or controlled by You or Your Participating Affiliates, as applicable.



Your S	uite(s) purchased under the Flex Plan
	requires customers purchasing Enterprise Agreement or Active User to complete and sign this End User Information You will have access to the Software and/or Services in the Suite(s) you purchase and which are identified on your EUIF.
Χ	Meetings Enterprise Agreement
	Meetings Active User
	Calling Enterprise Agreement

# **Knowledge Worker Count Worksheet**

Cisco Flex Plan EA or AU Offers	Value
Total quantity of Employees of the End User and Participating Affiliates	a.
+ Total quantity of Contractors of the End User and Participating Affiliates	b.
= Total Employees and Contractors (add a. and b.)	C.
Function name and respective quantity of Employees and Contractors that are not considered as Knowledge Wor	kers
+ Function 1	
+ Function 2	
+ Function 3	
= Sum of the total quantity of Employees and Contractors that are not considered as Knowledge Workers	d.
= Knowledge Worker count (subtract d. from c.)	e.

Cisco Collaboration Flex Plan Education EA only	Value
Total quantity of faculty/staff (Knowledge Workers) at educational institution	
Function name and respective quantity of faculty/staff that are not considered as Knowledge Workers	
+ Function 1 Maintenance	50
+ Function 2 Food Services	25
+ Function 3	
= Sum of the total quantity of faculty/staff that are not considered as Knowledge Workers	
= Knowledge Worker faculty/staff count (subtract b. from a.)	c. 900
Total quantity of students at educational institution (expected to have access to Meetings) - These are not part of the Knowledge Worker count.	15000



# End User Information Form Acceptance

AS AN AUTHORIZED REPRESENTATIVE OF THE END USER, YOU REPRESENT THAT THE INFORMATION PROVIDED IN THIS FORM IS ACCURATE AS OF THE DATE OF YOUR SIGNATURE AND THAT THE ESTIMATE(S) ABOVE IS/ARE A GOOD FAITH ESTIMATE OF THE METERS (e.g., KNOWLEDGE WORKERS, CONTACT CENTER AGENTS, PORTS), AS APPLICABLE, TO THE FLEX PLAN EA OR AU OFFER THAT YOU ARE PURCHASING. YOU UNDERSTAND THAT CISCO RELIES UPON THE ACCURACY OF THE INFORMATION PROVIDED IN THIS FORM TO PROVIDE A QUOTE TO YOUR RESELLER, TO LICENSE ITS SOFTWARE TO YOU, TO PROVIDE YOU WITH UPGRADES, AND TO PROVIDE TECHNICAL SUPPORT ON THE PRODUCTS INCLUDED IN THE COLLABORATION EA/AU OFFER.

FOR CISCO COLLABORATION FLEX PLAN AU or CISCO COLLABORATION SPARK AU: I UNDERSTAND THAT IN THE EVENT OF PURCHASE TERMS APPLY TO THE INCLUDED SOFTWARE AND SERVICES.

FOR FLEX PLAN EA: I HAVE READ THE ENTERPRISE AGREEMENT PROGRAM TERMS ("PROGRAM TERMS") INCLUDED BELOW, AND UNDERSTAND THAT IN THE EVENT OF AN EA PURCHASE, THESE PROGRAM TERMS APPLY TO THE SOFTWARE AND SERVICES AS DESCRIBED IN EXHIBIT B OF THE PROGRAM TERMS.

Full Legal Name of the End User Organization (e.g., company, government entity) You Represent			
Last Name, First Name	Bertone, John		
Title	CIO		
Date	3/2/19		
End User Authorized Representative Signature			



# **Program Terms**

For End Users of the Cisco Enterprise Agreement



# **Program Terms**

The terms provided below ("Program Terms") together with each of its exhibits and the applicable EUIF, comprise Your Cisco Enterprise Agreement ("Cisco EA"). Capitalized terms have the meanings set out below or in Exhibit A (Definitions).

- 1. **Enterprise-wide Entitlement**. This Cisco EA gives You and Your Participating Affiliates the right to access on an enterprise-wide basis the Software and Services included in the purchased Suites under your enrollments, subject to the Program Terms. You and Your Participating Affiliates may: (a) provide access to the Suites to Employees and Contractors (b) install or deploy the Suites on all Devices, and (c) receive Support Services for the Suites.
- 2. **Suites; Suite Descriptions.** A "Suite" is a combination of Software and Services listed in the applicable Suite Description. A Suite Description may list more than one Suite, and the right to access the Software or Services under the Cisco EA extends only to the Suites you purchase and identify on Your EUIF. Suite Descriptions provide additional terms that apply to each Suite and are located in Exhibit B (Suite Descriptions).
- 3. **Suite Meters**. The Suites You purchase under your enrollment include one or more meters which are described in the applicable Suite Description. The meter counts You include in the EUIF are used to calculate the initial price of the Suite and the amount of Software and Services included in Your initial purchase ("Initial Meter Count"). Meters are also used to measure consumption of the Software and Services included in the Suite for the purposes of calculating Your True Forward order (if applicable).
- 4. **Ongoing Innovation**. Each Suite is dynamic in nature, and Cisco may, in its discretion, add new capabilities or Software or Services to a Suite, or modify existing capabilities or Software or Services in a Suite, as long as such changes do not materially reduce the core functionality of the Software or Services in the Suite. Updates to the Suite as part of such ongoing innovation will be reflected in the EA Workspace.
- 5. **Use of EA Workspace**. Unless otherwise stated in the Suite Description, You will be provided access to a license management and provisioning portal that displays the amount and type of licenses You and Your Participating Affiliates access during the Term, including any additional optional add-on licenses Cisco makes available to You for purchase ("**EA Workspace**"). Cisco may use the information contained in Your EA Workspace to help determine any True Forward fees. Cisco has no liability arising out of You or your Participating Affiliates' use of Your EA Workspace and You understand and agree that You are responsible for the actions of any user You or Your Participating Affiliates authorize to access the EA Workspace, including payment for any additional Software or Services that they purchase. You will be required to choose a user name and password and at all times You are responsible for maintaining the confidentiality of Your username, password, and account details. You must immediately notify Cisco of any known unauthorized use(s) of Your EA Workspace, or any known or suspected breach of security on Your EA Workspace, including loss, theft, or unauthorized disclosure of Your password.
- 6. **End User Information Form; Payment Obligations**. To purchase a Suite under your enrollment, You must provide Cisco or Your Reseller with a valid End User Information Form ("**EUIF**"), signed by Your authorized representative. You must pay for any Software or Services identified on your EUIF before Cisco makes the Software and Services available for your use. Any Software and Services accessed by You or Your Participating Affiliates during the Term not identified on Your EUIF (beyond any applicable growth allowance), including optional add-on Software or Services, will be paid for under the True Forward process (Section 8) if applicable. You understand and agree that Cisco and Your Reseller rely on the information You provide in the EUIF as the basis for the quote provided to You.



- 7. Adding Additional Suites. Under your enrollment You may purchase additional Suites during the Term by providing Cisco or Your Reseller with a new EUIF signed by Your authorized representative and approved by Cisco. Any additional Suites You purchase under Your Cisco EA enrollment will co-terminate at the end of the Term. The purchase of additional Suites will not extend the Term. Additional Suites must be added a minimum of twelve (12) months before the end of the Term and will be subject to these Program Terms.
- 8. True Forward. Cisco uses a process to determine the fees due for accessing Software and Services under your enrollment in excess of the Initial Meter Count ("True Forward") unless otherwise stated in the Suite Description. If the Suite includes a growth allowance, then Your Initial Meter Count may be exceeded by the applicable growth allowance and You will not owe any True Forward fees until the growth allowance is exceeded. For the Software and Services included in Your initial purchase, Your Reseller (or Cisco, if the applicable Cisco EA is purchased directly from Cisco) will provide You with a "not to exceed" maximum unit price per meter for any True Forward fees that may be owed during the Term.

#### A True Forward occurs:

- a) Annually on each anniversary of the Effective Date (if more than one purchased Suite includes a True Forward, then the first anniversary will apply to all purchased Suites); and
- b) At the end of the Term to account for any perpetual Software licenses accessed during the final year of the Term in excess of Your Initial Meter Count and which you have not already purchased under an earlier True Forward event.

Further details on the True Forward process are included in the applicable Suite Descriptions. Cisco reserves the right to validate the meter count upon which a True Forward order is based. If You fail to pay any portion of the applicable True Forward fees when due and You fail to cure that payment breach within thirty (30) days' notice, Cisco may suspend access to additional Software and Services in the Suite and/or suspend Your and Your Participating Affiliates' access to the EA Workspace.

- 9. **Support Services**. Support Services are included in the purchased Suites under your enrollment, and additional Support Services may be available for an additional fee, as indicated in the applicable Suite Description. At each True Forward event, Support Services are charged as follows: (i) for term-based Software and Cloud Services, Your True Forward fees will include Support Services to the end of the Term; and (ii) for perpetual Software licenses, Your Support Services fees are charged separately, with the applicable fees being pro-rated from the date Cisco processes Your True Forward order to the end of the Term.
- 10. **Term & Termination**. The duration of the Cisco EA will be included in the quote from Your Reseller (or Cisco, if the Cisco EA is being purchased directly from Cisco) ("**Term**"). For each Suite, the effective date of these Program Terms is the date when Cisco makes the Software available for download or available for You and Your Participating Affiliates to use ("**Effective Date**"). The Term commences on the earliest Effective Date of the first Suite that You purchase. All Cloud Services subscriptions and Support Services are term-based and will begin on the applicable Effective Date and continue until the end of the Term. The Suite Descriptions indicate whether a Software license is a term-based license or perpetual license; term-based Software subscriptions begin on the applicable Effective Date and continue until the end of the Term

and perpetual Software begins on the applicable Effective Date, with no termination by Cisco (provided that you comply with the conditions of use set forth in the EULA).

If a party materially breaches the Program Terms (including failure to pay required fees) and does not cure that breach within thirty (30) days' notice, the non-breaching party may terminate these Program Terms for cause ("Termination"). At the end of the Term or upon Termination:

- a) You or Your Participating Affiliates, as applicable, may continue to use any perpetual Software licenses, in accordance with the terms of the EULA, that You or Your Participating Affiliates have accessed and paid for as of the end of the Term; and
- b) All Services and term-based Software licenses terminate; and



- c) The following rights of You and Your Participating Affiliates terminate:(i) the right to receive Support Services, (ii) the right to add additional licenses or downloads of Software, (iii) the right to activate additional Software licenses or access Cloud Services;
- d) You and Your Participating Affiliates' access to the EA Workspace terminates; and
- e) You and Your Participating Affiliates must destroy any product activation keys (PAKs) not in use and must convert Cisco EA PAKs used during the Term to non-Cisco EA PAKs provided by Cisco.
- 11. Participating Affiliates. You are responsible for the compliance of any Participating Affiliates under these Program Terms. In the event there is a change to Your list of Participating Affiliates, You must notify Cisco by sending an email to: elaaffiliate-update@cisco.com, with the following information: Your name, the names of the relevant Affiliates and the thencurrent quantity of Employees and Contractors, Devices, or other applicable meter for such entities. Such notification shall be provided at either the next True Forward Event (if applicable) or within six (6) months of such change becoming effective, whichever occurs first.
- 12. **Prior Purchases & Combined Discounts.** The Cisco EA does not apply to and will not modify the terms of purchases of Cisco software, products or services made by You or Your Participating Affiliates prior to the Effective Date. The pricing, discounts, and other incentives offered as part of the Cisco EA may not be combined with any other price reductions, additional discounts, promotional pricing, rebates, credits, trade-in or other pricing programs or incentives Cisco may offer during the Term.
- 13. Internal Use Only. You and Your Participating Affiliates may use purchased Suites under your enrollment solely for Your internal business operations and not for any activities in which You or Your Participating Affiliates (i) provide third parties with access to the purchased Suites, including without limitation, as part of a service bureau, outsourcing, hosting, managed or any other provisioned service, or (ii) act as a reseller.
- 14. **Delivery & Tax.** Cisco will make electronically delivered Software available to You and Your Participating Affiliates in the transaction country of record and You are responsible for distributing such Software across Your organization. Software delivered on newly purchased Cisco hardware will be made available to You and Your Participating Affiliates at the address provided with the purchase order for the Cisco hardware, and for any such purchases of Cisco hardware You must use the Smart Account assigned to You by Cisco during the setup of Your Cisco EA. Usage of this Smart Account will ensure that EA-covered Software is priced appropriately. To the extent Software is delivered on Cisco hardware, Your tax or customs duty obligations for such hardware may be inclusive of the value of the Software. Therefore, for importation purposes, the value indicated on importation documents may be higher than the transaction price of the hardware purchase.
- 15. **No Assignment and Transfer**. You and Your Participating Affiliates may not assign or transfer any rights, or obligations under these Program Terms, including by written agreement, merger, consolidation, divestiture, operation of law, or otherwise (including under Cisco's Software Transfer and Relicensing Policy), except with Cisco's prior written consent, such consent not to be unreasonably withheld.
- 16. **Export.** Cisco Software and Services are subject to local and extraterritorial export control laws and regulations. You, Your Participating Affiliates, and Cisco will comply with such laws and regulations governing use, export, re-export, and transfer of the Software and Services and will obtain all required local and extraterritorial authorizations, permits or licenses. The export obligations under this clause shall survive the expiration or termination of these Program Terms.
- 17. **End of Life Policy.** Cisco reserves the right to end of life any Software or Services in any Suite during the Term, consistent with Cisco's standard End of Life Policy, provided that the End of Life Policy does not modify Cisco's obligations under these Program Terms.



- 18. **Verification.** Upon reasonable request from Cisco, You will assist and make information available to Cisco to facilitate verification of the number of Services or Software licenses that You and Your Participating Affiliates have installed, accessed, deployed, or activated. In the event that Cisco's verification determines that You and Your Participating Affiliates have accessed Software or Services that You have not paid for, then You will be obligated to pay in accordance with Section 6 ("End User Information Form; Payment Obligations").
- 19. Supplemental Terms; Order of Precedence. Supplemental terms govern the Software and Services in the purchased Suite and will be identified in the applicable Suite Description. Software is governed by the Cisco End User License Agreement ("EULA") and any applicable supplemental end user license agreements ("SEULAs"). Cloud Services are governed by the Cisco Universal Cloud Agreement ("UCA") and any applicable offer descriptions. Support Services are governed by the applicable Service Descriptions. All supplemental terms are publicly available at www.Cisco.com. The Program Terms and applicable Suite Description take precedence in the event of a conflict with any of these supplemental terms.

## **Exhibit A: Definitions**

The following definitions apply to the EA Program Terms and all Suites purchased under the Cisco EA.

"Affiliate" means any entity that one of us controls or controls one of us. "Control" means that entity (a) directly or indirectly owns more than 50% of one of us; or (b) has the ability to direct the affairs of one of us through any lawful means (e.g., a contract that allows control).

"Cisco" means Cisco Systems, Inc. or its applicable Affiliate offering the Program Terms.

"Cloud Services" means the Cisco hosted software-as-a-service included in Your purchased Suite and governed by the Cisco UCA and any applicable Cisco offer descriptions.

"Contractors" means non-Employees who (i) work on Your or Your Participating Affiliates' behalf, (ii) whose work is under Your or Your Participating Affiliates' control or supervision pursuant to a consulting, staffing or other similar written contract, and (iii) have access to Your or Your Participating Affiliates' systems or networks in the ordinary course of providing their services to You or Your Participating Affiliates.

"Devices" means computing, networking, or communications devices capable of running the Software or browser plug-ins associated with the Software, and which are owned or controlled by You or Your Participating Affiliates, as applicable.

"Employees" means full or part-time employees of You or Your Participating Affiliates, as applicable.

"End User", "You" or "Your" mean the final purchasing entity as identified on the EUIF.

"Participating Affiliates" means: (i) those Affiliates that are included in Your EUIF and for which You have paid the appropriate fee(s) to be included in this Cisco EA or You form with existing assets and employees transferred only from such Affiliates or (ii) those Affiliates that You acquire and add to the list of Participating Affiliates under the process set out in these Program Terms.

"Reseller" means the reseller authorized by Cisco to resell Suites under the Cisco EA.

"Smart Account" means the license management account provided to You by Cisco.

"Service Description" means the terms and conditions for the applicable Support Services.

"Services" means Cloud Services and Support Services included in Your purchased Suite.

"Software" means the Cisco software included in Your purchased Suite and governed by the Cisco EULA and any applicable Cisco SEULAs.



"Support Services" means the maintenance, technical support or other support services You have chosen for Your Suite.

Exhibit B: Suite Descriptions



## Cisco Collaboration Flex Plan for Education Suites

The Cisco Collaboration Flex Plan for Education Suites includes the components listed below. Software in the Suites is governed by the Cisco EULA. Cloud Services in the Suites are governed by the Cisco UCA and Collaboration Flex Plan Offer Description. You have the option to purchase the Meetings Suite, the Calling Suite, or both Meetings and Calling Suites, and

You and your Participating Affiliates will only have access to the Suites you purchase and which are identified on your EUIF.

You may not add or subtract any other Software or Services to or from the Suites

Suites	Software and/or Cloud Services	License Type	Meter	Growth Allowance
Collaboration Flex Plan Meetings- Enterprise Agreement	Cisco Webex Meetings suite or Cisco Meeting Server on premises Meetings, and Cisco Webex Teams	Software (term-based) and/or Cloud Services (term-based)	Deployed Knowledge Worker	Yes
Collaboration Flex Plan Calling- Enterprise Agreement	Cisco Webex Teams and either Onpremises     UC calling or Cisco Webex Calling (formerly     Cisco Spark Call).	Software (term-based) and/or Cloud Services (term-based)	Deployed Knowledge Worker	Yes

#### **Support Services**

Support Services for Cloud Services licenses are described in the applicable Offer Description.

Support Services for term-based Software Licenses provided via Cisco Software Support Service and governed by the applicable Service Description.

#### **Additional Suite Terms**

The following additional terms apply to your use of the products and services included in the Cisco Collaboration Flex Plan Suite(s) (both Meetings and Calling) and take precedence over any conflicting Program Terms.

"Knowledge Workers" means You and Your Participating Affiliates' Employees and Contractors that utilize Devices as part of their job duties that are performed on You and Your Participating Affiliates' behalf.

"Deployed Knowledge Worker" means the Knowledge Worker has a profile configured within the installed Software or Cloud Service provisioning platform and associates that profile with the applicable desk phone, any Jabber client, any Webex Teams client, mobile phone, video Device, personal computing Device, as applicable.

"Students" means an individual not considered an Employee or Contractor that is currently enrolled and/or registered as a full or part-time student. Alumni, former students, potential students, or students on an extended leave or indefinite absence are not eligible to access the Cisco Collaboration Flex Plan Suites.

#### **Student Entitlement**

In addition to the Employees and Contractors entitlement provided under the Program Terms, your Students may access the components of the Cisco Collaboration Flex Plan for Education Suites at no charge. For clarity, this means that Student usage will not be counted towards your Growth Allowance and will not be subject to True Forward fees.

#### **Growth Allowance and Initial Growth Cap**

During the Term, except as set out in the Initial Growth Cap below, You and Your Participating Affiliates may access up to one hundred and twenty percent (120%) of the Initial Meter Count for the Software and Services identified in Your EUIF without incurring any additional charges. Applicable meters are listed in the table above ("Growth Allowance"). Once the Growth Allowance is consumed, You and Your Participating Affiliates may deploy additional Software and Services without any immediate charge; any additional consumption will be charged as part of the

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True Forward process described in the Program Terms. Additional True Forward details are provided in the "True Forward Method" section below.

During the first six (6) months of the Term, if the meter count exceeds more than one hundred and five percent (105%) of the Initial Meter Count identified in the EUIF ("Initial Growth Cap"), Cisco reserves the right to immediately adjust the scope of the Cisco EA by the amount of the Initial Growth Cap plus the overage. These additional corresponding fees will cover the period beginning at the time of the overage through the remainder of the Term.

#### **True Forward Method**

Your True Forward order will be based on the number of unpaid for Software and Services (as measured by the meter(s) listed in the tables above) You and Your Participating Affiliates access above the initial purchase, including any applicable Growth Allowance. To determine your True Forward order, in accordance with the Program Terms, 1) you will provide Cisco with confirmation from one of your authorized representatives of the number of then-current Deployed Knowledge Workers; or 2) alternatively, Cisco may use its internal systems as the basis for determining the number of unpaid for Deployed Knowledge Workers. Thirty days prior to the True Forward event, you or your Reseller must update your order to reflect the number of Students provisioned at that time, which will be used to determine if you have exceeded your Growth Allowance.

#### Cisco Collaboration Flex Plan Value Transfer

Please refer to the Flex Plan Value Transfer Policy for criteria and additional details. Cisco will mark the licenses associated with the Transfer-from-Product as expired in its information systems and the Reseller or You and your Participating Affiliates will no longer be able to use the Transfer-from-Product.

#### **License Entitlement and Provisioning**

The Collaboration Flex Plan Suite does not provide an EA Workspace. License entitlements are provided via automated integrated electronic delivery tools. Email notification is sent to the designated point of contact in the order.

#### Configuring Services as Cloud, On-premises, or Hosted

Under the Cisco Collaboration Flex Plan Suite(s) Meetings can each be configured as either a Cloud Service ("cloud") or onpremises Software ("on-premises"). Calling can be configured as either cloud, on-premises, or hosted Software ("hosted"). You must identify each Calling and Meetings user as either cloud, on-premises, or hosted (as applicable) account to be treated as a single Deployed Knowledge Worker. A user that has both cloud and on-premises Meetings or Calling services active at the same time will be treated as two Deployed Knowledge Workers. It is your responsibility to ensure an account is deactivated when moving from one deployment model to another. If during the Term you increase the total number of Deployed Knowledge Workers beyond your Growth Allowance, you will be subject to additional fees as part of the True Forward process. Features and functionalities may differ between an individual cloud service and its on-premises counterpart. For clarity, your Reseller must be authorized by Cisco to resell a given deployment model in order for you activate accounts associated with that deployment model during the Term.

#### **Account Usage**

Knowledge Worker accounts may not be shared or used by anyone other than the one Knowledge Worker to whom the Meetings and/or Calling accounts are assigned. That is, even if there are multiple services in the same Suite (e.g., Webex Teams and Webex Meetings), account usage may not be divided between two (2) Knowledge Workers where one has access to a Webex Teams account and another to the Webex Meetings account. The Knowledge Worker ID for each account must be unique to an individual and may not be of a generic nature. Account sharing will constitute a breach of agreement and will result in your access being suspended or account terminated.

#### **Common Area Licenses**

Common Area licenses are calling licenses not associated with Knowledge Workers and are intended for use in lobbies, conference rooms and other public spaces. Excessive usage of Common Area licenses (as defined by a license count greater than 50% of your Knowledge Workers included in the EUIF or for whom you have purchased EA coverage under the True Forward process) may result in additional fees.

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#### **Term and Termination**

The "Initial Term" of the Suite starts on the Effective Date and lasts for the time duration stated in the order. After the Initial Term, there will be an automatic "Renewal Term" of (1) year in length unless one of the following applies: (1) the order provides there will be no automatic renewal; or (2) at least 30 days before the end of the Initial or then current Renewal Term, you notify us in writing that you do not want to renew the Suite. Unless the original Growth Allowance is exceeded, the Suite will renew for the initial number of Knowledge Workers. If the Growth Allowance is exceeded, the Suite will renew at the thencurrent number of Deployed Knowledge Workers at the end of the Term.

If the fees will change for the Renewal Term, Cisco will notify you reasonably in advance of the Renewal Term and in time for you to accept or reject the Renewal Term. If you agree with the fee changes, do nothing and the new fees will apply for the upcoming Renewal Term. Either party may cancel the automatic renewal process by providing the other party with written notice at least 30 days before the end of such Initial or Renewal Term. If you choose not to renew, access to the Suite will be terminated effective on the last day of the Initial or Renewal Term in effect and you will pay for the services until the end of current Initial or Renewal Term, regardless of when you provided notice.