

PUBLICATION 1 SERVICE DESCRIPTION FOR WEB CONFERENCING SERVICES - CISCO WEBEX® (CLOUD CONNECTED AUDIO)

1.1 Definitions

"**Additional Features**" means the additional features of WebEx that are not included in the standard WebEx. For clarity, the Cloud Connected Audio is an Additional Feature of WebEx.

"**Content**" means all visual, written, or audible communications or other material.

"**Site**" means any WebEx website, online portal, or space.

"**WebEx**" means the WebEx Services as described in this Service Description.

"**WebEx Marks**" means the WebEx service or trademarks associated or displayed with WebEx.

"**WebEx Suppliers**" means collectively the Orange suppliers, partners, and each of their affiliates, suppliers, and resellers.

1.2 Overview. The Specific Conditions for Voice Services apply to WebEx. WebEx is described at [HTTP://CONTRACTDOCUMENTS.WEBEX.COM/WBS.HTML](http://CONTRACTDOCUMENTS.WEBEX.COM/WBS.HTML) or such other URL(s) as may be identified by Orange or WebEx Suppliers from time to time. Additional information regarding WebEx is available at [HTTP://WWW.CISCO.COM/WEB/ABOUT/DOING_BUSINESS/LEGAL/SERVICE_DESCRIPTIONS/INDEX.HTML](http://WWW.CISCO.COM/WEB/ABOUT/DOING_BUSINESS/LEGAL/SERVICE_DESCRIPTIONS/INDEX.HTML), or such other URL(s) as may be identified by Orange or WebEx Suppliers from time to time, or from Orange upon Customer's request. WebEx only includes the features and functionality set forth on such URL(s). However, and notwithstanding anything to the contrary contained herein, in any Order, or on any Site (including the aforementioned URLs), WebEx does not include, and Orange will not provide, any features, functionality, or services identified as "Additional Features" for WebEx except for Cloud Connected Audio.

1.3 Standard Service Elements. Orange will provide to Customer the WebEx expressly identified in the Order. In order to receive the Cloud Connected Audio Additional Feature, Customer also must purchase from Orange: (a) Business VPN Galerie Service plus Business VPN Corporate Service, Business VPN Small Service, Business VPN Small Off-Net Service, or Flexible SSL Service, (b) Business Talk Services, or (c) Contact Center Access Service. These Orange services, which are not included in the scope of WebEx, are described in separate Service Descriptions.

1.4 Cisco WebEx Services Terms and Conditions. The terms and conditions located at <http://www.webex.com/terms-of-service.html> and [HTTP://WWW.WEBEX.COM/CISCO-TERMS-OF-SERVICE.HTML](http://WWW.WEBEX.COM/CISCO-TERMS-OF-SERVICE.HTML), or such other URLs identified by Orange or WebEx Suppliers from time to time, also apply to Customer's use of WebEx, in addition to the following, notwithstanding anything to the contrary otherwise contained in the Agreement:

1.4.1 IN NO EVENT WILL ORANGE OR WEBEX SUPPLIERS BE LIABLE TO CUSTOMER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, LOST BUSINESS, DATA, REVENUE, PROFITS (WHETHER DIRECT OR INDIRECT DAMAGES), OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, RELATED PRODUCTS, EQUIPMENT, DOCUMENTATION, INFORMATION, OR THE INTENDED USE THEREOF, UNDER ANY THEORY OF TORT (INCLUDING NEGLIGENCE), CONTRACT, OR WARRANTY, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ORANGE OR WEBEX SUPPLIERS' LIABILITY TO CUSTOMER (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) EXCEED THE CHARGES PAID BY CUSTOMER FOR WEBEX.

1.4.2 Customer will not, and will ensure that its Users do not, reverse engineer, decompile, or otherwise discover, the equivalent of WebEx, including any WebEx APIs.

1.4.3 The WebEx Suppliers of WebEx retain ownership of all proprietary rights and Intellectual Property Rights in WebEx, in any Site, and in all WebEx Marks. Customer will not frame or utilize framing techniques to enclose any WebEx Marks, or other proprietary information (including images, text, page, layout, or form) of such WebEx Suppliers, without the WebEx Suppliers' prior written consent.

1.4.4 Except when Customer's account is accessed by a third party as a result of a material breach of the WebEx Suppliers' physical or computer system arising from circumstances within the such WebEx Suppliers' control, Customer agrees that it is solely responsible for all Content displayed, uploaded, exchanged or transmitted on, through or by Customer's or any User's account(s). Under no circumstances will Orange or WebEx Suppliers be liable in any way for the Content, including but not limited to, any errors or omissions in any Content, or any loss, injury, or damage of any kind incurred as a result of the use, transmission, or publication of, access to, or denial of access to the Content. Customer understands and agrees that by displaying, uploading, exchanging, transmitting or performing any activities involving any Content while using WebEx or otherwise providing Content to a Site, Customer automatically grants (and warrants and represents it has a right to grant) to Orange and WebEx Suppliers a world-wide, royalty-free, sub-license (so Orange and WebEx Suppliers can deliver WebEx), perpetual, irrevocable license to use, modify, publicly perform, publicly display, reproduce and distribute the Content in the course of offering the Site or WebEx. If at any time Customer is dissatisfied with a Site or WebEx or objects to any material on a Site, Customer's sole remedy is to cease using the Site or WebEx. Orange and WebEx Suppliers do not endorse and have no control over any Content or what Content Customer or Users post or submit to a Site. Customer shall contact Orange or the WebEx Customer Support (which is at 866-863-3903 in the United States) if Customer becomes aware of misuse of WebEx by any person. Orange and WebEx Suppliers cannot guarantee the accuracy of any information submitted by any User of a Site, nor any identity information about any User. Orange and WebEx Suppliers reserve the right, in their sole discretion, to reject, refuse to post or remove any profile, posting, Content, or

other data, or to restrict, suspend, or terminate Customer or any User's access to all or any part of a Site or WebEx at any time, for any or no reason, with or without prior notice and without liability to Orange or WebEx Suppliers. Orange or WebEx Suppliers may investigate any complaints and violations that come to its attention and may take any action that it believes is appropriate, including, but not limited to issuing warnings, removing the Content, terminating accounts and/or User profiles or reporting Customer or any User to law enforcement authorities. Customer will cooperate and reasonably assist Orange or WebEx Suppliers during any investigation of any complaints or violations. However, because situations and interpretations vary, Orange or WebEx Suppliers also reserve the right not to take any action.

- 1.4.5 Customer agrees that Customer is solely responsible for the content of all visual, written or audible communications using Customer's or any User's account. Customer will not, and will cause all Users not to, use WebEx to send unsolicited mass mailings outside of Customer's company or organization. Customer and Users will not use WebEx to communicate any message or material that is harassing, libelous, threatening, or obscene, would violate the intellectual property rights of any party, or is otherwise unlawful, that would give rise to civil or criminal liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation. Although Orange and WebEx Suppliers are not responsible for any such communications, Orange or WebEx Suppliers may delete any such communications of which either of them becomes aware, at any time without notice, and Customer gives Orange and WebEx Suppliers permission to delete such communications without any notice or liability. Customer will indemnify, defend and hold harmless Orange, WebEx Suppliers, and their respective employees, officers, directors, representatives and agents from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) or other Losses arising from Customer's breach of this clause. The Parties acknowledge and agree that any breach by Customer of this clause is a material breach of the Agreement.
- 1.4.6 Other than using WebEx for conferences or meetings in which a User is an active participant, and as permitted under the terms and conditions of the Agreement, or other written agreements between Customer and WebEx Suppliers, Customer and Users will not resell, distribute, make any commercial use of, use on a timeshare or service bureau basis, or use to operate a web-site or otherwise generate income from WebEx.

1.5 Charges

- 1.5.1 Orange provides, and Customer will elect to receive one of, the following billing options for WebEx: (a) Ports, (b) Full Deployment, (c) Named Host, (d) Active Host, or (e) Active User. Orange will provide information regarding each billing option in the WebEx pricing or otherwise upon Customer's request.
- 1.5.2 Each billing option includes a monthly recurring Charge, and additional Charges will apply to any excess usage time and any Cloud Connected Audio Additional Feature selected by Customer. Each participant (including the moderator) entry time and exit time is included in calculating usage, and all usage is rounded up to the next minute. The calculation of usage for each WebEx session begins at the time the first participant or moderator connects to the session and ends when the moderator ends the session for all the participants, or if the session is not closed by the moderator, then when the last participant leaves the session.
- 1.6 **Order Term.** Notwithstanding anything to the contrary contained in the Agreement, if Customer pre-pays the Charges for WebEx for a set term (e.g. 12, 24, 36, or 60 months), then those Services will expire and will not automatically renew upon the expiration of the Order Term. Any renewal of WebEx must be mutually agreed by the Parties in writing.

END OF SERVICE DESCRIPTION FOR WEB CONFERENCING SERVICES - CISCO WEBEX® (CLOUD CONNECTED AUDIO)