



ERIE COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM

January 8th, 2024

To: Terrence D. McCracken, Secretary to the Authority

From: Dave W. Aubertine, Director of Cybersecurity and IT *DWA*

Subject: Request for Execution

Cisco requires a signature on the annual licensing agreement for the Cisco on-premise phone system. The same agreement was executed last year as well. The licenses have already been renewed and invoiced, and this agreement simply covers program terms.

Legal and IT have reviewed the documents and are requesting execution/signature by the Chairman.

Budget Information:

Unit: 8525

O&M Line 23 Telephone

DWA:dwa
Attachment
cc:
R.Stoll
J. Tomaka
L.Kowalski
L.Lester,
T.McCracken
M.Carney

ERIE COUNTY WATER AUTHORITY
AUTHORIZATION FORM
For Approval/Execution of Documents
(check which apply)

Contract: WGL23-0070

Project No.: N/A

Project Description: Request to sign Cisco Annual License Agreement

Item Description:





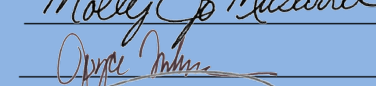


- | | | | |
|---|--|--|---------------------------------------|
| <input type="checkbox"/> Agreement | <input type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment | <input type="checkbox"/> Change Order |
| <input type="checkbox"/> BCD | <input type="checkbox"/> NYSDOT Agreement | <input checked="" type="checkbox"/> Contract Documents | <input type="checkbox"/> Addendum |
| <input type="checkbox"/> Recommendation for Award of Contract | <input type="checkbox"/> Recommendation to Reject Bids | | |
| <input type="checkbox"/> Request for Proposals | | | |
| <input type="checkbox"/> Other _____ | | | |

Action Requested:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Board Authorization to Execute | <input type="checkbox"/> Legal Approval |
| <input type="checkbox"/> Board Authorization to Award | <input checked="" type="checkbox"/> Execution by the Chairman |
| <input type="checkbox"/> Board Authorization to Advertise for Bids | <input type="checkbox"/> Execution by the Secretary to the Authority |
| <input type="checkbox"/> Board Authorization to Solicit Request for Proposals | |
| <input type="checkbox"/> Other _____ | |

Approvals Needed:

APPROVED AS TO CONTENT:

- | | | |
|--|--|------------------|
| <input checked="" type="checkbox"/> Other (if Applicable) |  | Date: 01/08/24 |
| <input checked="" type="checkbox"/> Chief Operating Officer |  | Date: 01/09/2024 |
| <input checked="" type="checkbox"/> Executive Engineer |  | Date: 1/8/2024 |
| <input checked="" type="checkbox"/> Director of Administration |  | Date: 01/08/2024 |
| <input checked="" type="checkbox"/> Risk Manager |  | Date: 1/8/2024 |
| <input checked="" type="checkbox"/> Chief Financial Officer |  | Date: 01/08/2024 |
| <input checked="" type="checkbox"/> Legal |  | Date: 1/8/2024 |

APPROVED FOR BOARD RESOLUTION:

- | | | |
|--|--|----------------|
| <input checked="" type="checkbox"/> Secretary to the Authority |  | Date: 1-9-2024 |
|--|--|----------------|

Cisco requires a signature on the annual licensing agreement for the Cisco on-premise phone system. The same agreement was executed last year as well. The licenses have already been renewed and invoiced, and this agreement simply covers program terms.

Resolution Date: _____

Cisco Enterprise Agreement Program Terms for End Users

1) Program Overview.

- a) EA Program. The Cisco Enterprise Agreement buying program (the “**EA Program**”) provides You access to certain Cisco Technology and Services offered as Suites and Add-ons.
- b) Applicable Terms. These terms (“**EA Program Terms**”) together with the applicable Enrollment Descriptions and End User Information Form (“**EUIF**”), which are incorporated by this reference, govern the EA Program. The End User Terms govern Your Use of the Cisco Technology and Services purchased under the EA Program (“**Purchased Suites**”). Any capitalized terms not defined in these EA Program Terms have the meanings set out in the End User Terms. You agree to the terms of these EA Program Terms by the earlier of You (a) placing Your initial order for Suites offered under the EA Program with an Approved Source, or (b) signing these Program Terms.

2) Purchases and Adjustments

- a) Ordering. All purchases will be made through Your Approved Source and all pricing will be provided by Your Approved Source. You may purchase Suites under the EA Program after Cisco has received the EUIF signed by Your authorized representative listing (a) Your Participating Affiliates; (b) the Purchased Suites; (c) the Suite Term; and (d) accurate Meter counts for You and all Participating Affiliates. You can then place an order for the Purchased Suites according to the process set forth in Your purchasing agreement with the Approved Source. Your first order under the EA Program must meet the minimum requirements for the EA Program (“**Initial EA Order**”).
- b) Purchasing Additional Suites. You may purchase additional Suites by submitting a new EUIF and order to the Approved Source. Suites and Add-ons purchased after Your Initial EA Order will by default co-terminate with the purchases in the Initial EA Order if there is at least 12 months remaining in the EA Term. The following scenarios must be covered under a new EA Program purchase subject to Cisco’s then-current EA Program Terms or through a separate license purchase: (i) You make a purchase of a new Suite or increase Use above Your then-current Entitlement when there is less than 12 months remaining in the EA Term, (ii) You choose not to co-terminate Suites and Add-ons purchased after Your Initial EA Order, or (iii) Embedded Software is delivered within the last 12 months of or after the end of the EA Term. You may purchase Suites or Add-ons after Your initial purchase in an Enrollment only through the Approved Source that sold the initial Suite within that Enrollment.
- c) Services. Basic Services are included in the price of the Purchased Suite and described in the applicable Enrollment Description and End User Terms. Higher levels of Services may be available for You to purchase as described in documentation provided to You at the time of purchase.
- d) Payment Obligations and Growth. The Approved Source relies on the information You provide in the EUIF to establish the EA Commitment. During the Suite Term, Your EA Commitment may increase as a result of increases in Use or Your purchase of additional Suites or Add-ons.
 - i) True Forward. “**True Forward**” is Cisco’s periodic review and prospective billing process for increases in Use above Your then-current Entitlement. Cisco will conduct a True Forward review on an annual basis. At a True Forward review, if Your Use is greater than Your then-current Entitlement for the measured Suite or Add-on, then (i) You will be invoiced and will pay for all charges for such increased Use for the remainder of the Suite Term, and (ii) Your Entitlement for that Suite or Add-on will be adjusted on a going-forward basis to the increased Use level.
 - (1) Initial Growth Cap. If Your Use at any time during the first six months of the Suite Term exceeds 105% of Your then-current Entitlement (“**Initial Growth Cap**”), then Cisco has the right to (1) issue to Your Approved Source(s) a True Forward invoice for all associated charges for such increased Use over the applicable Entitlement for the remainder of the Suite Term, after accounting for any applicable Growth Allowance; and (2) adjust Your Entitlement for that Suite or Add-on on a going-forward basis to the increased Use level.
 - (2) Growth Allowance. Certain Suites (as specified in the Enrollment Descriptions) are eligible for a set amount of free growth (“**Growth Allowance**”) after the first six months of the Suite Term. For eligible Suites, at the time of Your next True Forward invoice, Cisco will charge Your

Approved Source for increased Use above Your initial Entitlement (which may have already increased up to 105% during the first six months) minus any specified Growth Allowance.

- ii) **Verification.** Cisco may request Your assistance to verify the quantity of Cisco Software You have Used, to accurately calculate Your True Forward payment obligation. If Cisco reasonably believes You have Used a greater quantity of Software than Your then-current Entitlement, upon request from Cisco and no more than once per 12-month period, You will provide verification information (such as order records) regarding the quantity of Software You have Used.
- e) **Value Shift.** Value Shift is only available for certain Suites. If You purchase a Suite that is eligible for value shift (as specified in the Enrollment Descriptions), then during a True Forward review, the residual value of any purchased but unused licenses in the applicable Suite will automatically be applied to offset fees for increased Use of other licenses within the same Suite.
- f) **Price Predictability.** True Forward charges will be based on not-to-exceed pricing as provided to You by Your Approved Source. The pricing and discount terms for specific Suites apply only to the Approved Source You selected for the applicable Suites.
- g) **Responsibility for Affiliates.** Your payment obligation will be based on the EA Commitment by You and any Participating Affiliates. You remain responsible for all actions and payment of all charges incurred by You, any of Your Participating Affiliates, or any individual otherwise permitted by You or any of Your Affiliates to access or order Suites and Add-ons. In addition, You will provide Your Approved Source with an updated list of Participating Affiliates to ensure compliance with the EA Program.

3) Term & Termination

- a) **EA Term.** These EA Program Terms will remain in effect until expiration or termination of all the Suites and Add-ons purchased in Your Initial EA Order (“EA Term”).
- b) **Suite Term.** The Suite Term for each Purchased Suite will commence on the Suite Start Date and last for the period set forth in the EUIF, or as specified in the order with the Approved Source, unless terminated in accordance with section 3(c)(i), below.
- c) **Termination.**
 - i) Either party may terminate these EA Program Terms or a Purchased Suite if the other party materially breaches these EA Program Terms and does not cure the breach within 30 days of written notice of the breach. If You materially breach these EA Program Terms (including for non-payment of undisputed fees to the Approved Source), Cisco may suspend Your access to the EA Program (including Use of specific Suites or Add-ons, or resources such as the Cisco EA Tool) after providing You notice and an opportunity to cure as set forth in this section.
 - ii) Other than as provided in this section 3 and to the extent permitted by law, these EA Program Terms and any orders accepted under these EA Program are non-cancellable and may not be terminated.
- d) **Consequences of Termination or Expiration of a Suite Term.**
 - i) If these EA Program terms terminate pursuant to Section 3(c)(i), or if the Suite Term You have purchased under the EA Program expires, then any rights to access or Use Cisco Technology or Services, and the Cisco EA Tool, and resources available as part of the EA Program, will terminate.
 - ii) If You terminate for Cisco’s uncured material breach of these EA Program Terms, Cisco will provide a refund to the Approved Source for the remaining pro rata portion of amounts prepaid to Cisco attributable to the period after termination.
 - iii) If Cisco terminates for Your material breach, You will pay Your Approved Source all unpaid fees through the end of the then-current Suite Term for all terminated Suites.

4) Delivery, Tax, and Customs

- a) **Delivery.** Cisco will make electronically delivered Software available to You and Your 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 Affiliates at the address provided with the purchase order for the Cisco hardware, and for purchases of Cisco hardware You must use the EA Tool during the setup of Your Cisco EA.
- b) **Embedded Software.** During the Suite Term, for Purchased Suites that include Embedded Software, the

value of Embedded Software will be deducted from the purchase price of the related Cisco hardware. If You are required to pay an Importation Fee, Your jurisdiction may use the value of both the hardware and Embedded Software to calculate the Importation Fee. Accordingly, the Importation Fee on the value of the combined products may be higher than if calculated solely using the price of the hardware.

5) Interpretation

- a) Order of Precedence. If there is a conflict between these EA Program Terms, EUIF, Enrollment Description, and the End User Terms, the order of precedence for any Purchased Suite is: the EUIF, the Enrollment Description, these EA Program Terms, and then the End User Terms.
- b) Assignment & Transfer. Neither these EA Program Terms, nor any right or obligation herein may be assigned or transferred by a party (including under Cisco's Software Transfer and Relicensing Policy) without the other party's prior written consent, which may not be unreasonably conditioned, withheld, or delayed. However, to continue providing You with the benefits of the EA Program, Cisco may assign or transfer its obligations (in whole or in part) upon written notice to You in the event of an acquisition of business assets to which these EA Program Terms relate. Any attempted assignment without the other party's consent shall be void and of no effect. When validly assigned or transferred, these EA Program Terms will bind and inure to the benefit of the parties and their successors and assigns.
- c) Entire Agreement. These EA Program Terms together with the applicable Enrollment Descriptions, End User Terms, and EUIF constitute the entire agreement between the parties concerning the purchase of Cisco Technology and Services under the EA Program and supersede all prior oral or written communications between the parties.

6) Definitions. These terms have the meanings specified below.

- a) **"Add-On"** means an optional Cisco Technology and Services offering that is available as an add-on purchase to an underlying Suite.
- b) **"Cisco EA Tool"** means the applicable platform, website, tool, or portal that Cisco makes available to You under the EA Program from time to time to enable You to: (i) view and manage Your Entitlement, Use, and the Suites and Add-ons; and (ii) access information about the EA Program.
- c) **"EA Commitment"** means Your purchase commitment in the Purchased Suite for You and all Participating Affiliates.
- d) **"Embedded Software"** means Software that is delivered on newly purchased Cisco hardware.
- e) **"End User Terms"** means:
 - i) for Cisco Technology, the End User License Agreement ("**EULA**"), including applicable Product Specific Terms, available at <http://www.cisco.com/go/eula>, or equivalent written agreement between You and Cisco for accessing and using Cisco Technology, (the "**Licensing Terms**"); and
 - ii) for Services, the applicable Service Descriptions available at <https://www.cisco.com/c/en/us/about/legal/service-descriptions.html> (collectively the "**Services Terms**").
- f) **"Enrollment"** means a combination of Suites and Add-Ons belonging to the same Cisco Technology and Services family. Cisco DNA, Cisco Data Center, Cisco Security Choice, Cisco Meraki, Cisco Services, and Cisco Collaboration Flex Plan each represent an Enrollment.
- g) **"Enrollment Description"** means the description of EA Program features applicable to the Cisco Technology and Services in an Enrollment.
- h) **"Entitlement"** means the type, duration, and quantity of Suites and Add-Ons that You have committed to acquire, as adjusted (e.g., as a result of a True Forward).
- i) **"EUIF"** means the End User Information Form for the Purchased Suite.
- j) **"Meter"** means the unit of measurement for Cisco Technology and Services Use.
- k) **"Participating Affiliates"** means Your Affiliates whose Meter counts are included on the EUIF.

- l) **“Services”** means maintenance, technical assistance, or other support provided for the Cisco Technology in a Purchased Suite.
- m) **“Suite”** means a defined combination of Cisco Technology and Services made available under the EA Program.
- n) **“Suite Start Date”** means, with respect to each Purchased Suite, the earliest date any Cisco Technology in the Purchased Suite is made available for You to Use.
- o) **“Suite Term”** means, with respect to each Purchased Suite, the duration of the Purchased Suite.
- p) **“Use”** means to download, install, activate, provision, enable, or otherwise access Software or Cloud Services available under the EA Program.
- q) **“You”** or **“Your”** means the individual or legal entity purchasing Cisco Technology and Services under the EA Program as identified on the EUIF.

End User Information Form

For End Users of the Cisco Flex Plans

To purchase the Cisco Collaboration Flex Plan Enrollment or Cisco Spark Flex Plan under the Enterprise Agreement (“EA”) an authorized representative of the End User must complete this form in its entirety and sign it. Your signature is required on this form prior to receiving access to the program.

This form will be used ensure that You understand the terms of use that apply to Your Flex Plan. You will then be required to place an order for the Purchased Suite(s) according to the process set forth in Your purchasing agreement with the Approved Source.

End User Overview

End User Information	
Full Legal Name of the End User Organization (e.g., company, government entity)	PL ANNUAL NAME
Address of End User’s principal place of business	PL ADD LN # PL CITY PL ST PL COUNTRY PL ZIP

Participating Affiliates
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)
<input type="checkbox"/> None <input type="checkbox"/> Only listed Participating Affiliates (to be recorded immediately below)
Participating Affiliates

Cisco Collaboration Flex Plan Enrollment

Your Suite(s) purchased under the Flex Plan
<p>You will have access to the Software and/or Services in the Suite(s) you purchase, as identified in any orders You place through Your Approved Source. Any additional purchases can be made by placing an order for the Purchased Suites according to the process set forth in Your purchasing agreement with the Approved Source.</p>
<ul style="list-style-type: none"> <input type="checkbox"/> Cisco Collaboration Webex Suite Enterprise Agreement <input type="checkbox"/> Cisco Collaboration Flex Plan Meetings Enterprise Agreement <input type="checkbox"/> Cisco Collaboration Flex Plan Calling Enterprise Agreement <input type="checkbox"/> Cisco Collaboration Flex Plan for Education Meetings Enterprise Agreement <input type="checkbox"/> Cisco Collaboration Flex Plan for Education Calling Enterprise Agreement <input type="checkbox"/> Cisco Collaboration Flex Plan Enterprise Agreement for Public Sector <input type="checkbox"/> Cisco Collaboration Webex Suite Enterprise Agreement for FedRAMP <input type="checkbox"/> Cisco Collaboration Flex Plan Enterprise Agreement for FedRAMP <input type="checkbox"/> Cisco Collaboration Enterprise Agreement Webex for Defense

End User Acceptance

THE UNDERSIGNED REPRESENTS THAT THEY ARE AUTHORIZED TO SIGN THIS FORM ON THE END USER’S BEHALF AND THAT THE INFORMATION PROVIDED IS ACCURATE AS OF THE DATE OF SIGNATURE. THE UNDERSIGNED UNDERSTANDS THAT THE TERMS AND CONDITIONS ABOVE WILL APPLY IF AN ORDER IS PLACED.

End User Organization	
Full Legal Name of the End User Organization (e.g., company, government entity) You Represent	
Last Name, First Name	
Title	
Date	
End User Authorized Representative Signature	

Cisco Collaboration Flex Plan Enrollment Description & Supplemental EA Program Terms

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

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

Suite	Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan Meetings Enterprise Agreement	Cisco Meeting Server	Software	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker
	Webex Meetings	Cloud Service		
	Webex App	Cloud Service		

Suite	Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan Calling Enterprise Agreement	Webex App	Cloud Service	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker
	Webex Calling; or Webex Calling for SP; or Webex Calling (formerly Cisco Spark Call); or Webex Calling Dedicated Instance	Cloud Service		
	UCM Cloud Calling	Cloud Service		
	Cisco Unified Partner Hosted Communications Manager Calling	Software		
	Cisco Unified Communications Manager On-Premises Calling	Software		

Suite	Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan for Education Meetings Enterprise Agreement	Cisco Meeting Server	Software	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker; Student
	Webex Meetings	Cloud Service		
	Webex App	Cloud Service		

Suite	Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan for Education Calling Enterprise Agreement	Webex Calling (formerly Cisco Spark Call)	Cloud Service	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker
	Cisco Unified Communications Manager On-Premises Calling	Software		

Suite	Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan Enterprise Agreement for Public Sector	Webex Meetings FedRAMP	Cloud Service	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker
	Cisco Unified Communications Manager Cloud for Government Calling	Cloud Service		

Suite	Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan Enterprise Agreement for FedRAMP	Webex Meetings FedRAMP	Cloud Service	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker
	Cisco Unified Communications Manager Cloud for Government Calling	Cloud Service		
	Cisco Unified Communications Manager On-Premises Calling	Software		
	Webex App FedRAMP	Cloud Service		



Suite	Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Webex Suite for FedRAMP	Webex Meetings FedRAMP	Cloud Service	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker
	Webex App FedRAMP	Cloud Service		
	Cisco Unified Communications Manager Cloud for Government	Cloud Service		
	Cisco Unified Communications Manager On-Premises Calling	Software		
	Webex Webinars FedRAMP	Cloud Service		

Suite	Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Enterprise Agreement Webex for Defense	Cisco Meeting Server	Cloud Service	Cisco Collaboration Webex for Defense OD; EULA	Deployed Knowledge Worker
	Cisco IL5 Hosted Unified Communications Manager HCS-D	Cloud Service		

Supplemental Terms and Conditions for Collaboration Flex Plan Enrollment

Applicable Meters

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

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

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

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

Access to Purchased Suites

The Cisco Collaboration Flex Plan Enrollment does not utilize the EA Workspace. Subject to Your payment of the applicable fees to the Approved Source, Cisco will grant You and all Participating Affiliates access to the Purchased Suites via automated integrated electronic delivery tools and email notification to the point of contact designated in the order.

Purchasing Additional Suites

During the Suite Term, You may purchase an additional Cisco Collaboration Flex Plan Suite by placing an order according to the process set forth in Your purchasing agreement with the Approved Source.

Included Entitlements & Option for Add-on Purchases

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

Term and Termination

At the end of the Suite Term, the Purchased Suite will automatically renew (a “**Renewal Suite Term**”) unless: (a) You elect on the order not to auto-renew; or (b) at least 45 days before the end of then-current Suite Term, You notify the Approved Source or Cisco of Your intention not to renew the Purchased Suite. If You notify only the Approved Source, the Approved Source must in turn notify Cisco within 30 Days of this intent. If the Growth Allowance has not been exceeded, the Purchased Suite will renew for the Knowledge Worker count as previously ordered. If the Growth Allowance has been exceeded, the Purchased Suite will renew the current plus incremental Deployed Knowledge Worker count for the remainder of the Suite Term.

Notwithstanding the foregoing, the Approved Source will notify You of any fee changes reasonably in advance of the Renewal Term. The new fees will apply for the upcoming Renewal Term unless You notify the Approved Source that You do not accept the fee changes before the next Suite Start Date.

Downturn for Cisco Collaboration Webex Suite

“**Downturn**” applies to Cisco Collaboration Webex Suite including Cisco Webex Calling (A-FLEX-EA-SUITE) only and is not applicable to Webex Suite including On-Premises Unified Communications Manager Calling (A-FLEX-EA-P-SUITE) or Webex Suite for FedRAMP (A-FLEX-F-EA-MPL, A-FLEX-F-EA-MUL). “**Downturn**” is defined as an event such as a corporate divestiture, merger, acquisition, or significant restructuring or reorganization of your business that causes a reduction of your Knowledge Workers by 20% or more.

After the first 12 months of the Suite Term, upon proof of an applicable event, You have the ability to reduce Your Knowledge Worker quantity for the Cisco Collaboration Webex Suite Enrollment by up to 20% of Your then-current Entitlement, if such reduction is: a) attributed to Downturn; and, b) does not cause Your Knowledge Worker quantity to fall below the minimum requirement of 250 Knowledge Workers. You may request only one Downturn reduction for the Collaboration Webex Suite during the Suite Term. If You reduce Your Knowledge Worker quantity for the Cisco Collaboration Webex Suite due to Downturn, You may be required to provide Cisco with a revised order. No refunds or credits will be provided for any services that have been delivered and/or invoiced.

Collab Flex True Forward Provision

- a. This provision describes the True Forward operation for Collaboration Flex Plan Enrollment only and supplements the EA Program Term True Forward provision above (Section 2(d)(i)). In the event of any inconsistency between the EA Program Term True Forward provision and this provision, this provision controls.
- b. Cisco performs a True Forward for the Purchased Suites on each anniversary of the True Forward Effective Date. The “True Forward Effective Date” is date on which you first enroll in Program Terms with a True Forward provision. On the last day of the 11th lifecycle month, if You have exceeded the Initial Entitlement plus Growth Allowance, the Approved Source will charge You for the Consumption above the Initial Entitlement plus Growth Allowance through the remainder of the Suite Term. On each subsequent last day of the 11th lifecycle month of the Suite Term, the Approved Source will check for any Consumption above the previous year’s Entitlement plus Growth Allowance and charge for additional consumption on the True Forward Anniversary Date and through the remainder of the Suite Term.
- c. True Forwards can also occur if the peak number of Deployed Knowledge Workers exceeds five times (5x) Your then-current EA Entitlement plus Growth Allowance at any time. In this case, the Entitlement is subject to an immediate reset such that it would charge You for the Consumption above the Entitlement plus Growth Allowance through the remainder of the Term.
- d. Your True Forward payment obligation for each Purchased Suite will be calculated by comparing Your Consumption of Software and Cloud Services to Your Entitlement plus Growth Allowance for the previous year. Any payment owed to the Approved Source will be determined as follows and reflected in the True Forward order: the unit price less any applicable discount or incentives multiplied by the quantity by which You exceeded Your then-current Entitlement. The price used to calculate any True Forward fees will be established when You place the order for each Purchased Suite.
- e. If the Entitlement plus any applicable Growth Allowance is exceeded in the final year of the Suite Term as measured on the last day of the 11th lifecycle month, Cisco may charge a fee.

Growth Allowance

This provision discusses Growth Allowance for Collaboration Flex Plan Enrollment and supplements the EA Program Term Growth Allowance provision above (Section 2(d)(i)(2)).

For Cisco Collaboration Flex Plan:

The Growth Allowance for the Cisco Collaboration Flex Plan Enrollment is 20%. During the Suite Term, You may Consume up to 120% of the Initial Entitlement without incurring any additional charges. The True Forward is calculated once You exceed the Growth Allowance. For clarity, if You exceed the Initial Entitlement but do not exceed the Growth Allowance, You will not incur any True Forward charges.

For Cisco Collaboration Webex Suite:

The Growth Allowance for the Cisco Collaboration Webex Suite is 15%. During the Suite Term, You may Consume up to 115% of the Initial Entitlement without incurring any additional charges. The True Forward is calculated once You exceed the Growth Allowance. For clarity, if You exceed the Initial Entitlement but do not exceed the Growth Allowance, You will not incur any True Forward charges.

Value Shift

Value shift is not available for Purchased Suites under the Cisco Collaboration Flex Plan.

Support Services

The basic Support Services are set forth in the applicable Offer Description.