

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**2/15/2022**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
2022 Cisco VoIP Phone System Licensing and Maintenance Renewal	Dave Kenny Director, Information Technology

**SYNOPSIS**

A resolution has been prepared authorizing the execution of a 36-month license agreement renewal for the Village's Cisco VoIP Phone System with Sentinel Technologies of Downers Grove, Illinois in an amount of \$40,818.82.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2021-2023 include *Exceptional Municipal Services*.

**FISCAL IMPACT**

The cost for FY22 is \$15,278.27. The FY22 Budget includes \$25,000 in the General Fund for this year's renewal.

**RECOMMENDATION**

Approval on the February 15, 2022 consent agenda.

**BACKGROUND**

In November, 2009 Cisco VoIP (Voice over Internet Protocol) telephone system was installed. In 2017, as the approved sole source supplier, Sentinel Technologies completed a major upgrade to the backend VoIP system. VoIP was installed due to the cost savings and expanded feature set when compared to traditional, analog phone lines.

In 2022, Cisco changed to a subscription-based licensing model. The licensing, which includes Cisco software support, is required in order to continue using the Village's VoIP telephone system as well as to have access to system upgrades. This year's cost includes the annual subscription (\$12,770.27) plus the cost of migrating the licenses to the new model (\$2,508.00).

The three-year term of the contract is more advantageous because it provides approximately \$3,000 annual cost savings compared to a one-year contract. This licensing model will also allow for the replacement of hardware during the term of the contract and the Village will be evaluating the most effective hardware solutions at the time that the new Police Station/Village Hall is constructed.

**ATTACHMENTS**

Resolution  
Contract Documents

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND SENTINEL TECHNOLOGIES, INC.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Customer") and Sentinel Technologies, Inc. (the "Contractor"), for VoIP telephone system services, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_

Village Clerk



## APPENDIX A

Customer Name: Village of Downers Grove

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Street Address: 801 Burlington Avenue

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City, State, Zip: Downers Grove, IL 60515

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The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Village of Downers Grove (Customer) with principal offices at 801 Burlington Avenue, Downers Grove, IL 60515 is hereby appended to include the following:

Commencement Date Agreement No. 001 Addendum No. 049r1-TR-m-TH

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### Scope of Work

- Webex Control Hub setup
- Smart account setup and license migration
- Migrate PLM to Smart licenses and cleanup

### Pricing Summary

#### Flex Calling Enterprise Agreement - 3 Years

**Solution Subscriptions** - Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew, absent at least ninety (90) days' notice of cancelation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.

#### Terms & Price

#### **Flex Calling Enterprise Agreement**

20% growth include during original term  
True Forward

250 Knowledge Users

Entitlements include

- 300 CUWL Licenses
- 125 Common - Enhanced Licenses
- 50 Access - Essential Licenses
- 500 SRST
- 50 Expressway RMS
- 2 Attendant Console Standard
- 13 Named Users Webex Meetings

*Initial Term*

*36 Months*

*Mandatory Start Date*

*2/1/2022*

*End Date*

*1/31/2025*

*Billing Model*

*Annual*

*Auto-Renewal Term*

*Re-Quote*

***Flex Calling Ext Price***

***\$38,310.82***

<b>Subscriptions Total</b>	<b>\$</b>	<b>38,310.82</b>
<b>Annual Subscription Price</b>	<b>\$</b>	<b>12,770.27</b>



**TOTAL PROJECT** - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

		<b>Extended Price</b>
Solution Subscriptions	\$	38,310.82
<b>Professional Services</b>		
- Webex Control Hub setup		
- Smart account setup and license migration	\$	2,508.00
- Migrate PLM to Smart licenses and cleanup		
<b>Project Total</b>	<b>\$</b>	<b>40,818.82</b>

\*Quote is valid until 2/19/2022

Plus applicable tax, shipping & handling

### Flex Calling

Flex Calling								
Description	Qty	Unit Price	Initial Term	Mandatory Start Date	End Date	Billing Model	Ext Price	Renewal Term
Collaboration Flex Plan 3.0	1	-	36 Months	2/1/2022	1/31/2025	Annual	-	Re-Quote
Basic Support for Flex Plan	1	\$0.00 -	36 Months	2/1/2022	1/31/2025	Annual	\$0.00	Re-Quote
EntW On-Premises Calling	250	\$4.26 <i>Per Month</i>	36 Months	2/1/2022	1/31/2025	Annual	\$38,310.82	Re-Quote
Session Manager (1)	1	\$0.00 -	36 Months	2/1/2022	1/31/2025	Annual	\$0.00	Re-Quote
SRST Endpoints (1)	500	\$0.00 -	36 Months	2/1/2022	1/31/2025	Annual	\$0.00	Re-Quote
On-Premises Smart License - EA (1)	300	\$0.00 -	36 Months	2/1/2022	1/31/2025	Annual	\$0.00	Re-Quote
Access Smart License (1)	50	\$0.00 -	36 Months	2/1/2022	1/31/2025	Annual	\$0.00	Re-Quote
Common Area Smart License (1)	125	\$0.00 -	36 Months	2/1/2022	1/31/2025	Annual	\$0.00	Re-Quote
Unity Connection Smart License (1)	300	\$0.00 -	36 Months	2/1/2022	1/31/2025	Annual	\$0.00	Re-Quote
Emergency Responder Smart License (1)	750	\$0.00 -	36 Months	2/1/2022	1/31/2025	Annual	\$0.00	Re-Quote
Expressway Product Authorization Key (1)	1	\$0.00 -	36 Months	2/1/2022	1/31/2025	Annual	\$0.00	Re-Quote
On-Premises & Partner Hosted Calling SW Bundle v11.5 (1)	1	\$0.00 -	36 Months	2/1/2022	1/31/2025	Annual	\$0.00	Re-Quote
Cloud Device Registration Entitlement	300	\$0.00 -	36 Months	2/1/2022	1/31/2025	Annual	\$0.00	Re-Quote
Messaging Entitlement	300	\$0.00 -	36 Months	2/1/2022	1/31/2025	Annual	\$0.00	Re-Quote
File Storage Entitlement	6000	\$0.00 -	36 Months	2/1/2022	1/31/2025	Annual	\$0.00	Re-Quote
Pro Pack for Cisco Control Hub Entitlement	300	\$0.00 -	36 Months	2/1/2022	1/31/2025	Annual	\$0.00	Re-Quote
Expressway Rich Media Session (1)	50	\$0.00 -	36 Months	2/1/2022	1/31/2025	Annual	\$0.00	Re-Quote
Webex Assistant for Webex Meetings - NU (1)	13	\$0.00 -	36 Months	2/1/2022	1/31/2025	Annual	\$0.00	Re-Quote
Included VoIP (1)	1	\$0.00 -	36 Months	2/1/2022	1/31/2025	Annual	\$0.00	Re-Quote
Webex Cloud Recording Storage Entitlement	13	\$0.00 -	36 Months	2/1/2022	1/31/2025	Annual	\$0.00	Re-Quote
NU Webex Meetings - Meetings	13	\$0.00 -	36 Months	2/1/2022	1/31/2025	Annual	\$0.00	Re-Quote
Meetings Entitlement	13	\$0.00 -	36 Months	2/1/2022	1/31/2025	Annual	\$0.00	Re-Quote
Webex Edge Audio (1)	13	\$0.00 -	36 Months	2/1/2022	1/31/2025	Annual	\$0.00	Re-Quote
Meetings Toll Dial-In Audio (1)	13	\$0.00 -	36 Months	2/1/2022	1/31/2025	Annual	\$0.00	Re-Quote
Webex Assistant for Meetings Entitlement	13	\$0.00 -	36 Months	2/1/2022	1/31/2025	Annual	\$0.00	Re-Quote
<b>Total</b>							<b>\$38,310.82</b>	



## **General Terms and Assumptions**

- With regard to any software licenses installed by Contractor as necessary to effectuate the provision of services under this Agreement, thus not within the scope of the deliverables, Customer is hereby prohibited from duplicating said software in any form or fashion and is further restricted from using the software beyond the intended scope set forth herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third party (except to a related party) without the express permission of Contractor, under which circumstance the software shall stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy may be provided at a nominal charge. Contractor may, at its discretion, remove said software upon the completion of its provision of services. Alternatively, at the end of this engagement or the license period, whichever occurs first, Customer is required to either destroy or return all copies of said software to Contractor, as expressly directed by Contractor.
- The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.
- For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.
- For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.
- Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.
- Sentinel makes no guarantees with respect to this product's compliance with any local, state, or federal privacy laws, including, but not limited to, the Biometric Information Privacy Act (BIPA) and the California Consumer Privacy Act (CCPA), and Customer shall maintain all responsibility and bear all liability with regard to its compliance with such in relation to its use of this product. Customer shall indemnify and hold harmless Sentinel from any third party claims to arise out of any privacy violations with regard to this product.
- Fixed Fee Services will be progress billed monthly based on percentage of completion. Generally, services for all non-business impacting tasks are quoted at a standard rate for labor from 9:00 a.m. – 5:00 p.m. If Customer requires, Contractor can perform some of these services outside of normal business hours at an overtime labor rate. Notwithstanding the above, services related to migrations, cutovers, or changes to critical core infrastructure are assumed to be performed outside of business hours and are included in the services pricing provided in this contract. For the fixed charges listed, the Contractor shall furnish all of the materials and perform all of the work shown on the drawings and/or described in the specifications entitled Appendix A, as annexed hereto as it pertains to work to be performed at designated customer locations. Any alteration or deviation from the above specifications, including but not limited to any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written order for same, signed by Customer and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price detailed above.



**Payment Terms**

**Hardware/Software:** For orders over \$100K, 50% at contract execution, balance upon shipment from manufacturer

**All Invoices:** Net 60

**This quote is valid until 02 / 19 / 2022.**

CUSTOMER:  
Village of Downers Grove

Signature: \_\_\_\_\_


Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

P.O. #: \_\_\_\_\_

CONTRACTOR:  
Sentinel Technologies, Inc.

Signature:  \_\_\_\_\_  
F02C6BC88CA943E...

Printed Name: Edward Truesdale

Title: EVP of operations

Date: 1/25/2022 | 2:58 PM CST

# 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”) buying model 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. Cisco 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 Terms Used in This Section

“**Participating Affiliates**” means Your Affiliates whose Meter counts are included on the EUIF.

“**Affiliate**” means, with respect to a party, any entity that directly or indirectly Controls, or is Controlled by, or is under common Control with such party. “**Control**” means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party 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	
End User’s full legal name	Village of Downers Grove
Address of End User’s principal place of business	801 Burlington Avenue Downers Grove, IL 60515

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





## Cisco Collaboration

### Additional Defined Terms Used in This Section

“**Employees**” means full or part-time employees of You and Your Participating Affiliates.

“**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 who utilize devices capable of running the Software, Cloud Services, or related browser plug-ins as part of their job duties.

#### Your Suite(s) purchased under the Flex Plan

Cisco requires customers purchasing Enterprise Agreement to complete and sign this End User Information form. You will have access to the Software and/or Services in the Suite(s) you purchase, and which are identified on your EUIF.

- Webex Suite Enterprise Agreement
- Calling Enterprise Agreement
- Meetings Enterprise Agreement

### Knowledge Worker Count Worksheet

Cisco Collaboration Flex Plan EA Offers	Value
Total quantity of Employees of the End User and Participating Affiliates <sup>1</sup>	a. 320
+ Total quantity of Contractors of the End User and Participating Affiliates <sup>1</sup>	b. 0
= Total Employees and Contractors (add a. and b.) <sup>1</sup>	c. 320
= Knowledge Worker count	d. 250

Cisco Collaboration Flex Plan Education EA only	Value
Total quantity of faculty/staff (Knowledge Workers) at educational institution	a.
Knowledge Worker faculty/staff count	b.
Total quantity of students at educational institution (expected to have access to Meetings) - These are not part of the Knowledge Worker count.	

Notes:

<sup>1</sup> The Employee and Contractor count listed will have no bearing on Your obligations, or those of the Approved Source, in connection with the Purchased Suite (as defined in the EA Program Terms).



## End User Information Form Acceptance

THE UNDERSIGNED REPRESENTS THAT THEY ARE AUTHORIZED TO SIGN THIS FORM ON THE END USER'S BEHALF AND THAT THE INFORMATION PROVIDED, INCLUDING METER COUNTS FOR THE END USER AND ITS PARTICIPATING AFFILIATES, IS ACCURATE AS OF THE DATE OF SIGNATURE. THE UNDERSIGNED UNDERSTANDS THAT THE APPROVED SOURCE RELIES UPON THE INFORMATION PROVIDED IN THIS FORM TO ESTABLISH THE PRICE QUOTE FOR THE END USER'S PURCHASE.

I HAVE READ THE EA PROGRAM TERMS INCLUDED AND DEFINED BELOW AND UNDERSTAND THAT IN THE EVENT OF A PURCHASE, THESE EA PROGRAM TERMS APPLY TO THE SOFTWARE AND SERVICES AS DESCRIBED IN THE EA PROGRAM TERMS.

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



## Cisco Enterprise Agreement Program Terms and Conditions for End Users

These terms and conditions together with the applicable Enrollment Descriptions and EUIF (collectively, "EA Program Terms") govern any Suites that You order under the Cisco Enterprise Agreement Program ("Purchased Suites"). The EA Program Terms do not modify the terms of any Cisco products or services You purchase outside of the Cisco Enterprise Agreement Program.

By signing these terms and conditions You agree to the EA Program Terms and the Licensing Documents. If You do not agree to the EA Program Terms or Licensing Documents, You may not Consume the Software or Cloud Services. Notwithstanding the foregoing, You are not obligated to make a purchase by entering into the EA Program Terms, and neither the EA Program Terms, nor the Licensing Documents will apply until You place an order as further described in section 1, below.

1. **Orders.** To purchase Suites under the EA Program Terms, You must first submit the applicable EUIF, and Enrollment Description signed by Your authorized representative to the Approved Source. The EUIF must list: (a) Your Participating Affiliates; (b) the Purchased Suites; (c) the Suite Term; and (d) accurate Meter counts for You and all Participating Affiliates. You will then be required to place an order for the Purchased Suites according to the process set forth in Your purchasing agreement with the Approved Source.
2. **Access To Purchased Suites.** Subject to Your payment of the applicable fees to the Approved Source, Cisco will grant You and all Participating Affiliates the right to Consume the Purchased Suites during the Suite Term via the EA Workspace or as otherwise set forth in the applicable Enrollment Description. You must pay for all Software and Cloud Services Consumed. You are responsible for keeping all login credentials to the EA Workspace secure and for the actions of any individual You or a Participating Affiliate authorize to access the EA Workspace, including payment for any Software or Cloud Services Consumed by such individuals.
3. **Enterprise-wide Commitment.** The Approved Source relies on the information You provide in the EUIF to establish the Enterprise-wide Commitment. During the Suite Term, Your payment obligation related to the Enterprise-wide Commitment may increase as a result of any of the following: (a) You exceed the Initial Growth Cap (as described in section 5); (b) You exceed the Initial Entitlement or the previous year's Entitlement subject to a True Forward (as described in section 6); or (c) You purchase an additional Suite (as described in section 9).
4. **Term & Termination.**
  - a. **Term.** The Term of the EA Program Terms will commence on the date of signature and continue so long as there is an active Purchased Suite, unless earlier terminated in accordance with section 4(c)(i), below.
  - 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 4(c)(i), below.
  - c. **Termination.**
    - i. Either party may terminate the EA Program Terms or a Purchased Suite if the other party materially breaches the EA Program Terms and does not cure the breach within 30 days of written notice of the breach.



- ii. In the event of Your uncured material breach of the EA Program Terms for non-payment of fees to the Approved Source, Cisco may, in lieu of termination of the Program Terms pursuant to section 4(c)(i), suspend Your right to Consume the Software and Cloud Services in the Purchased Suite and suspend Your access to the EA Workspace, until Your breach has been cured.
        - iii. In the event of Your termination for Cisco's uncured material breach of the EA Program Terms, Cisco will refund to the Approved Source (or You, if You purchased directly from Cisco) any fees You paid covering the period after the effective date of termination.
        - iv. Other than as provided in this section 4 and to the extent permitted by law, the EA Program Terms, and any orders placed thereunder are non-cancellable and may not be terminated.
  - d. **Effect of Termination; End of Suite Term.** Upon termination or at the end of the Suite Term:
    - i. The following rights will terminate with respect to the Purchased Suites: (1) Your right to Consume Cloud Services and Software; (2) Your right to access the EA Workspace; (3) Your right to receive Support Services; and
    - ii. You must destroy the product activation keys (PAKs) provided in connection with the Purchased Suites.
5. **Initial Growth Cap.** If You exceed the Initial Growth Cap during the first six months of the Suite Term, the Approved Source may charge You for such Consumption above the Initial Growth Cap. If the Purchased Suite includes a Growth Allowance (described in the applicable Enrollment Description), the Growth Allowance cannot be used to offset fees for exceeding the Initial Growth Cap.
6. **True Forward.**
- a. Cisco performs a True Forward for the Purchased Suites on each anniversary of the Suite Start Date. On the first anniversary of the Suite Start Date, if You have exceeded the Initial Entitlement, the Approved Source will charge You for the Consumption above the Initial Entitlement through the remainder of the Suite Term. On each subsequent anniversary of the Suite Start Date, the Approved Source will charge You for any Consumption above the previous year's Entitlement through the remainder of the Suite Term.
  - b. Your True Forward payment obligation for each Purchased Suite will be calculated by comparing Your Consumption of Software and Cloud Services to Your Entitlement for the previous year. Any payment owed to the Approved Source will be determined as follows and reflected in the price quote from the Approved source: the unit price less any applicable discount or incentive 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.
  - c. For some Suites, a portion of Your True Forward payment obligation may be offset by the residual value remaining in Software or Cloud Services in the same Suite. This process is called value shift, and the applicable Enrollment Description indicates whether and to the extent value shift applies to a given Suite.
  - d. There is no fee for exceeding the Entitlement in the final year of the Suite Term.
7. **Updates to Purchased Suites.** Cisco may enhance or refine the Purchased Suites at no additional cost to You. Such updates will not materially reduce the core functionality of the Purchased Suites.



8. **End of Life.** Notwithstanding anything in the EA Program Terms to the contrary, Cisco reserves the right to discontinue a Suite with at least three years' prior notice. If a Purchased Suite is discontinued, Cisco will either: (a) provide You a substantially similar replacement Suite for the remainder of the Suite Term; or (b) issue a credit to the Approved Source (or You, if You purchased directly from Cisco) for any fees You paid for the Purchased Suite covering the period after the last date such Purchased Suite is available for You to Consume. Such credit can be applied towards the future purchase of Cisco products and services.
9. **Purchasing Additional Suites.** You may purchase additional Suites by submitting a new EUIF and order to the Approved Source. Additional Suites may co-terminate with a pre-existing Purchased Suite provided there are at least 12 months remaining in the Suite Term of such pre-existing Purchased Suite. Otherwise, additional Purchased Suites will be given a new Suite Term and will be subject to the then-current EA Program Terms in accordance with section 10, below.
10. **Modifications.** As our business evolves, Cisco may modify the EA Program Terms. Updated EA Program Terms do not apply to pre-existing Purchased Suites or to future orders that co-terminate to a pre-existing Purchased Suite, which will be governed by the version of the EA Program Terms already in effect for the pre-existing Purchased Suite.
11. **Participating Affiliates.** You are responsible for Your Participating Affiliates' compliance with the EA Program Terms.
12. **Support Services.** Basic Support Services are included in the price of the Purchased Suite and described in the applicable Enrollment Description and Licensing Documents. Higher levels of Support Services may be available for You to purchase and, if You elect to do so, will be described in documentation provided to You at the time of purchase.
13. **Importation Fee for Embedded Software.** 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.
14. **Delivery of Embedded Software.** Embedded Software is delivered pre-installed on Cisco hardware to the address provided on the purchase order for the Cisco hardware. Your use of the smart licensing account Cisco designates for the Embedded Software will ensure accurate pricing of the Embedded Software.
15. **No Assignment & Transfer.** Neither the 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. Any attempted assignment without the other party's consent shall be void and of no effect. Notwithstanding the foregoing, Cisco may assign the EA Program Terms and any right or obligation herein to a Cisco Affiliate without Your consent.
16. **Verification.** Upon reasonable request from Cisco, You will assist Cisco in verifying the quantity of Software and Cloud Services that You have Consumed. If the verification discloses Consumption above Your then-current Entitlement, the Approved Source will charge You for the excess Consumption in accordance with the EA Program Terms.
17. **Combined Discounts.** The pricing, discounts, and other incentives offered in connection with a Purchased Suite may not be combined with any other price reductions, discounts, promotional pricing, rebates, credits, trade-in, or other pricing programs or incentives offered by Cisco unless expressly agreed by Cisco in writing.
18. **Entire Agreement.** The EA Program Terms constitute the entire agreement between the parties concerning the Cisco Enterprise Agreement Program and supersede all prior oral or written communications between the parties concerning the program.



19. **Order of Precedence.** The documents comprising the EA Program Terms are complimentary, and to the extent possible, construed and interpreted consistently. In the event of an inconsistency, conflict, or ambiguity between the EA Program Terms, the order of precedence for any Purchased Suite is first the EUIF, then the Enrollment Description, and then these terms and conditions. The EA Program Terms take precedent over the applicable Licensing Documents.
20. **Definitions.**
- a. **"Affiliate"** means, with respect to a party, any entity that directly or indirectly Controls, or is Controlled by, or is under common Control with such party. **"Control"** means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (e.g., a contract that allows control).
  - b. **"Approved Source"** means Cisco or a Cisco authorized reseller, distributor, or systems integrator.
  - c. **"Cisco"** means Cisco Systems, Inc. or its applicable Affiliate delivering the EA Program Terms.
  - d. **"Cloud Service"** means the Cisco hosted software-as-a-service listed in the applicable Enrollment Description.
  - e. **"Consume"** or **"Consumption"** means to download, install, activate, provision, enable, or otherwise access Software or Cloud Services.
  - f. **"EA Program"** has the meaning given to it in the introductory paragraph.
  - g. **"EA Program Terms"** has the meaning given to it in the introductory paragraph.
  - h. **"EA Workspace"** means the portal from where You Consume Software and Cloud Services and view and manage Your Entitlement.
  - i. **"Embedded Software"** means Software that is delivered on newly purchased Cisco hardware.
  - j. **"End User," "You," or "Your"** means the final purchasing entity as identified on the EUIF.
  - k. **"Enterprise-wide Commitment"** means Your purchase commitment in the Purchased Suite for You and all Participating Affiliates, as reflected on the EUIF.
  - l. **"Entitlement"** means, at any point in time during the Suite Term, the type and quantity of Software and Services as determined by the Meter counts for which You have already paid the applicable fees to the Approved Source.
  - m. **"Enrollment"** means a combination of Suites belonging to the same Cisco product family. Cisco DNA, Cisco Data Center, Cisco Security Choice, Cisco Meraki, and Cisco Collaboration Flex Plan each represent an Enrollment.
  - n. **"Enrollment Description"** means the supplemental program terms and description governing an Enrollment.
  - o. **"EUIF"** means the End User Information Form for the Purchased Suite.
  - p. **"EULA"** mean's Cisco End User License Agreement, available at [cisco.com/go/eula](https://cisco.com/go/eula) (or similar terms existing between You and Cisco).
  - q. **"Growth Allowance"** means the right to exceed the Initial Entitlement without incurring additional fees as set forth in the applicable Enrollment Description.
  - r. **"Importation Fee"** means an import duty or tax on the purchase of Cisco hardware.



- s. **“Initial Entitlement”** means Your Entitlement at the start of the Suite Term as determined by the Meter counts for You and all Participating Affiliates provided on the EUIF.
- t. **“Initial Growth Cap”** means 105% of the Initial Entitlement.
- u. **“Licensing Documents”** means the EULA and SEULAs for the Software and the EULA and ODs for the Cloud Services in the Purchased Suites (or similar terms existing between You and Cisco). The applicable Licensing Documents are listed in the Enrollment Description for each Purchased Suite.
- v. **“Meter”** means the unit of measurement for Software or Cloud Services Consumption.
- w. **“OD”** means the offer description and supplemental licensing terms governing Cloud Services.
- x. **“Participating Affiliates”** means Your Affiliates whose Meter counts are included on the EUIF.
- y. **“Purchased Suites”** has the meaning given to it in the introductory paragraph.
- z. **“Services”** means both Cloud Services and Support Services.
- aa. **“SEULA”** means the supplemental licensing terms governing Software.
- bb. **“Software”** means the Cisco software listed in the applicable Enrollment Description.
- cc. **“Suite”** means a combination of Software and Services in an Enrollment.
- dd. **“Suite Start Date”** means, with respect to each Purchased Suite, the earliest date any Software or Cloud Service in the Purchased Suite is made available for You to Consume.
- ee. **“Suite Term”** means, with respect to each Purchased Suite, the duration of the Purchased Suite.
- ff. **“Support Services”** means maintenance, technical assistance, or other support provided for the Software and Cloud Services in a Purchased Suite.
- gg. **“Term”** means the duration of the EA Program Terms.
- hh. **“True Forward”** means an annual adjustment to account for exceeding the previous year’s Entitlement.



## Cisco Collaboration Flex Plan Enrollment Description & Supplemental EA Program Terms

This Enrollment Description lists the available Suites and additional terms and conditions that apply to the Cisco Collaboration Flex Plan Enrollment. You may purchase any or all of the Suites available under the Cisco Collaboration Flex Plan Enrollment, but the collection of Software and Cloud Services that comprise a Suite may not be modified.

Suite	Included 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
	Cisco Webex Meetings	Cloud Service		
	Cisco Webex app	Cloud Service		

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

Suite	Included 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
	Cisco Webex Meetings	Cloud Service		
	Cisco Webex app	Cloud Service		

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





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

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

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Webex Suite	Cisco Webex Meetings	Cloud Service	Cisco Collaboration Flex Plan OD; EULA	Deployed Knowledge Worker
	Cisco Webex app	Cloud Service		
	Cisco Webex Calling; or Webex Calling Dedicated Instance	Cloud Service		
	Webex Events 5000	Cloud Service		

## Supplemental Terms and Conditions

### Applicable Meters

The Meter for the Cisco Collaboration Flex Plan Enrollment is the number of Deployed Knowledge Workers.

“**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 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. “**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.

If You purchase the Cisco Collaboration Flex Plan for Education Meetings Enterprise Agreement Suite, Your Students may Consume the Purchased Suite free of charge. “**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 on the EUIF. 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. Failure to update your subscription will result in the additional Students being counted as Deployed Knowledge Workers for purposes of the True Forward.

### **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 add another Cisco Collaboration Flex Plan Suite without submitting a new EUIF.

### **Common Area Licenses**

Common area licenses are calling licenses not associated with Knowledge Workers that are intended to be used in lobbies, conference rooms, and other public spaces. If Your Consumption of common area licenses exceeds 50% of Your then-current Deployed Knowledge Worker count, the Approved Source may charge You for such excess Consumption.

### **Term and Termination**

At the end of the Suite Term, the Purchased Suite will automatically renew for one year (a “**Renewal Suite Term**”) unless: (a) You elect on the order not to auto-renew; or (b) at least 30 days before the end of then-current Suite Term, You notify the Approved Source of Your intention not to renew the Purchased Suite. If the Growth Allowance has not been exceeded, the Purchased Suite will renew for the Knowledge Worker count on the EUIF. If the Growth Allowance has been exceeded, the Purchased Suite will renew for the Deployed Knowledge Worker count at the end of the then-current 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.

### **Growth Allowance**

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.

### **Support Services**

The basic Support Services are set forth in the Cisco Collaboration Flex Plan OD.



## Supplemental Terms and Conditions for Cisco Collaboration Webex Suite

### Definitions

“**Downturn**” means 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.

### Growth Allowance

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.

### Downturn

After the first 12 months of the Suite Term, You have the ability to reduce Your Knowledge Worker quantity for the Cisco Collaboration Webex Suite Enrollment by up to 20%, 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 EUIF. No refunds or credits will be provided for any services that have been delivered and/or invoiced.