

# Cisco Spark and Webex Service Terms

Version Date: 8 August 2020

## 1. General

- 1.1 Service Summary:** Cisco Spark and Webex Service (the “**Service**”) consists of public cloud collaboration tools, enabling Customer’s Users to meet, share, call and message through a range of devices including IP desk phones, desktop video devices, soft-clients, and smart phones. Customer may integrate the Service with corporate directories, calendars and/or Cisco IP telephony platforms. As part of the Service and based on customer requirement, Vodafone will provide the following Service Elements: Cisco Webex Teams software, set up the Webex control hub for nominated Users, provide training material, provide subscription-based voice licencing for on-premise or partner hosted voice deployments (such as VONE-C, sold under separate agreement) and provide subscriptions for meeting services (Webex or Cisco Meeting Server on-premise deployments). In connection with the Service, Customer may also purchase the following optional Service Elements: (a) enhanced or premium technical support, (b) customer premises equipment, or (c) professional services, including configuration of Webex Teams hybrid services (as described in the Extra Service Terms). The term “**Service**” includes each Service Element.
- 1.2** The following are core Service Elements for the Service:
- 1.2.1 Messaging:** Webex Teams for team based collaboration is included;
- 1.2.2 Meetings:** Customers can choose subscriptions for on-premise meetings (Cisco Meeting Server), or cloud meetings (“**Webex Meetings**”);
- 1.2.3 Calling:** Customers can choose subscriptions for on-premise deployments of Cisco Unified Communications Manager, or partner hosted deployments (HCS, including VONE-C sold under a separate agreement).

## 2. Conditions of Use

- 2.1 Customer Prerequisites:** Customer must provision and maintain the minimum requirements set out below (“**Customer Prerequisites**”) to receive Service. Vodafone is not responsible for any performance or non-performance issues with the Service caused by the Customer Prerequisites or Customer failing to comply with the Customer Prerequisites. If Customer fails to provision or maintain the Customer Prerequisites, Vodafone may terminate the Service and apply a Recovery Charge.

<b>Network</b>	Customer must ensure Users and Equipment (e.g. physical devices, PC, laptop, mobile or tablet based soft clients) have access to the internet and that its network capabilities conform to the Spark network requirements as set out on Cisco’s online collaboration help site: <a href="https://collaborationhelp.cisco.com/article/en-us/WBX000028782">https://collaborationhelp.cisco.com/article/en-us/WBX000028782</a>
<b>Hardware</b>	Customer must ensure that any device running the Service conforms to the minimum hardware specification for each application as set out at: <a href="https://help.webex.com/en-us/nk90t65/System-Requirements-for-Cisco-Webex-Teams">https://help.webex.com/en-us/nk90t65/System-Requirements-for-Cisco-Webex-Teams</a>

- 2.2 Site Survey:** Vodafone may require a Site Survey prior to delivery of a Service Element. Customer will permit Vodafone or its subcontractors to conduct Site Surveys as necessary and Customer will complete the required preparatory work as detailed in the Site Survey report.
- 2.3 Third Party Providers:** The Service is provided by a Third Party Provider and Vodafone is authorised to sell the Service as an Approved Source (as defined in the Cisco Universal Cloud Agreement). Terms and conditions relevant to Service are set out in the [Cisco Universal Cloud Agreement](#). The Cisco Universal Cloud Agreement incorporates a [Cisco End User License Agreement](#) and [Cisco Collaboration Flex Plan Offer Description](#). By entering the Customer Agreement, Customer agrees to comply with the Third Party Provider’s terms and conditions. If there are any conflicting terms in these Services Terms and the Third Party Provider’s terms, then the Third Party Provider’s terms take precedence in regards to Customer’s specific use of the Third Party components in the Service (except in respect of clauses 2.14 to 2.16 (inclusive) of these Service Terms, which take precedence).
- 2.4 Third Party Termination:** If a Third Party Provider terminates Customer’s right to use the Service, Vodafone may terminate the Service to Customer, and Vodafone will be excused from liability related to failure to deliver the Service. Vodafone will use a Third Party Provider or Vodafone Group Company that has the necessary authority to provide a Service Element where required by Applicable Law. Vodafone may novate any Customer Agreements as required in order to comply with Applicable Law.
- 2.5 Cisco Services in Scope:** Customer acknowledges that these terms relate exclusively to Vodafone’s supply of the Cisco Collaboration Flex Plan (as specified in clause 2.3) and accompanying support and that it may not order other Cisco Software-as-a-Service products under the Customer Agreement and these Service Terms without Vodafone’s express consent. Customer may only order the Cisco Collaboration Flex Plan (as specified in clause 2.3) directly from Vodafone, therefore any terms in Cisco documentation relating to ordering directly from Cisco and any payment obligations to Cisco are not relevant to the provision of the Service to Customer under these Service Terms. Where the Customer is purchasing the Call-Me Feature, the Customer acknowledges that Call-Me does not enable End Users to originate calls. Customer and End Users shall only use the Call-Me feature to request a call back to the requesting End User’s own fixed or mobile number.
- 2.6 Public Voice Service:** Customer acknowledges that the Service is not a public voice service. Customer and its Users shall not connect or seek to connect the Service to any public voice service, including the public switched

telecommunications network ("PSTN") or other voice or video services (e.g. voice over IP) unless Customer purchases such services from Vodafone under a separate agreement or Customer is permitted to connect the Service to a PSTN in accordance with its agreement with its Public Voice Service provider and Applicable Law. Customer shall route calls over the Public Voice Service in accordance with Applicable Law.

- 2.6.1 Customer acknowledges that Vodafone does not manage numbering on Customer's behalf, and shall only configure numbering for use with the Service upon instruction from Customer. It is Customer's responsibility to ensure that instructions regarding configuration of the numbering, as provided by the Public Voice Service Provider, do not prevent the Public Voice Service Provider or Vodafone from complying with Applicable Law.
- 2.6.2 Where Customer, or Vodafone upon instruction from Customer, connects the Service to Customer's public voice service, Customer warrants that neither it nor its Users shall use the Service in a manner that would prevent the Public Voice Service Provider from complying with its regulatory obligations. Customer agrees to cooperate with Vodafone and the Public Voice Service Provider to the extent required to comply with Applicable Law.
- 2.7 Customer Sites - Customer Obligations:** For the purposes of preparing for and delivery of the Service, Customer agrees to: (a) have in place (or assist Vodafone to do so at Customer's cost) all third party consents necessary to allow Vodafone or its subcontractors to: (i) access Customer Sites, Equipment, and third party property; and (ii) install, configure or maintain Equipment on Customer Sites or third party property; (b) provide secure storage for Equipment sent to Customer Sites; (c) prepare Customer Sites in accordance with Vodafone's instructions; (d) ensure that Customer Sites are safe and represent a suitable working environment; and (e) when possible, give Vodafone 10 Working Days' notice of any event (such as power disconnection) that will disrupt the Service or affect the Equipment.
- 2.8 Customer Sites - Vodafone Obligations:** Vodafone will: (a) comply with any reasonable Customer Site access and security procedures disclosed to Vodafone in advance; and (b) deliver installation and maintenance work: (i) during Working Hours, when the work does not involve any suspension of the Service; or (ii) subject to additional charge notified to Customer in advance, outside of Working Hours if requested by Customer or if Vodafone is unable to deliver the works during Working Hours for reasons outside of Vodafone's control.
- 2.9 Security Obligations:** Customer will: (a) take reasonable steps with entities it controls in line with commercial good practice to limit misuse of or threat to the Service, Equipment, or Network; (c) notify Vodafone of any Customer security issues which are likely to materially adversely impact the Network; (d) address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls and (e) seek prior approval from Vodafone before running any security tests, vulnerability scans or penetration tests on Equipment or Services.
- 2.10 Authorised Users:** Access by Customer to the Service and Equipment is limited to authorised Users. Vodafone will provide each authorised User with a user name, password, or other access information ("**User Details**"). Customer is responsible for: (a) anyone Customer allows to use the Services, including payment obligations, whether to Vodafone, Vodafone Group Companies, or to third parties (such as providers of content, goods, or services; (b) the security of the User Details; (c) providing Vodafone with the identity of the authorized Users and keeping that information current; and (d) authorised Users' compliance with the Customer Agreement. Vodafone accepts no liability for any unauthorised or improper use or disclosure of any User Details. Customer is liable for all acts and omissions conducted using the User Details.
- 2.11 Usage:** Customer (a) shall not, and shall not permit Users to, use the Service to share content (including, but not limited to, graphics, text, voice, sound, data, documents and other media) that is contrary to Applicable Law in each country where such content is shared; and (b) may not resell, distribute, provide, or sub-licence the Service to any third party. Unless provided by Vodafone as part of the Service, Vodafone is not responsible for any content, goods, or services that are accessed, downloaded, or transmitted by Customer through use of the Services.
- 2.12 Emergency Calls:** If Customer does not purchase Public Voice Service from Vodafone, Customer is responsible for ensuring that its Public Voice Service Provider can support network Calling Line Identity ("**CLI**") and Emergency Call services in accordance with Applicable Law. "**Emergency Call**" means a call placed to the emergency services, Police, Ambulance, Fire and Rescue Services. Vodafone may request evidence of this from Customer before connecting the Service to a third party Public Voice Service.
- 2.13 Webex Calling:** Customer warrants that it shall not deploy Webex Calling without prior agreement with Vodafone. "Webex Calling" is a Cisco optional service which enables audio and video communications through mobile and desktop soft clients, unified communication features, voicemail and automated attendant.
- 2.14 Webex Meetings:** The Webex Meetings Service includes a set of PSTN access numbers that can be used to join conferences.
- 2.14.1 **Webex Meetings – Numbers:** Customer accepts that neither Customer, nor its Users, owns the number(s) provided by the Service; therefore, Customer has no right to sell or to agree to transfer the number(s) made available for use with the Service.
- 2.14.2 **Webex Meetings – Restricted Countries:** Customer shall not use, or to permit the use of, Webex Meetings Service PSTN access numbers in the following countries: Pakistan, and Saudi Arabia.
- 2.14.3 **Webex Meetings – Amendments:** Vodafone reserves the right to change, cancel, restrict the use of or move the number(s) if required to ensure compliance with Applicable Law or on instruction from a Third Party Provider.
- 2.15 Freeze Period:** Vodafone may delay the delivery of a Service Element during a Freeze Period. "Freeze Period" means: (i) the period generally from 1 December to 15 January each year; and (ii) any period involving a significant spike in Network usage.
- 2.16 Applicable Laws:** Vodafone and Customer shall respectively comply with all Applicable Law.

### **3. Equipment**

Customer must have Equipment that meets Vodafone's specifications on the Customer Site to use the Service. Customer may purchase Equipment from Vodafone or from its own suppliers. The Equipment Terms apply to Customer Equipment.

#### 4. Data Protection

- 4.1 Vodafone is the Data Controller and Data Processor for this Service. Vodafone's Data Protection Terms when Vodafone is Data Controller and Data Processor apply to Personal Data including local terms, as applicable. Third Party Provider's privacy terms available at <https://www.cisco.com/c/en/us/about/legal/privacy-full.html> apply to Personal Data.
- 4.2 Vodafone Processes User Personal Data as set out in the Data Table at [www.vodafone.com/business/vge-customer-terms](http://www.vodafone.com/business/vge-customer-terms).
- 4.3 Customer is aware that there may be Applicable Laws regarding the duty to inform Users or obtain their consent to the recording and storage of calls, Webex meetings, messages, files shared between Users and other items. Customer will ensure and warrants:
- 4.3.1 compliance with these Applicable Laws, including without limitation any applicable local laws where Users are located;
  - 4.3.2 that Users are made aware that those data processing activities are taking place; and
  - 4.3.3 that it has obtained any consent required from Users regarding the collection, storage and processing of any data or information carried out in connection with the Service prior to requesting Vodafone to make available the Service to such Users.

#### 5. Support and Delivery Services

- 5.1 **Support Service:** Vodafone will provide Customer with Support Service for the Service Elements ordered by Customer.
- 5.2 **Webex Teams Integration:** If Customer is not integrating Webex Teams with VONE-C, Customer may contact Vodafone's Third Party Provider, Cisco, directly or contact Vodafone's Service Desk.
- 5.3 **Support Parameters:** Support Service is available in English only. Support Service is available as shown below:

Support Service	Service Cover Period
Incident Management for Priority 1 & 2 Incidents	24/7
Incident Management for Priority 3 & 4 Incidents	Working Hours
Service Request Fulfilment	Working Hours

Incidents may be reported at any time during the Service Cover Period; however, Incident Resolution will only occur during Working Hours for Priority Level 3 and 4 Incidents.

- 5.4 **Contact:** Customer must appoint primary and secondary points of contact responsible for accessing the Support Service and communicating with Vodafone during the relevant Service Cover Period. Customer will inform Vodafone, and keep Vodafone up-to-date with the appointed individuals' identity and level of access.
- 5.5 **Conditions:** Customer will: (a) reimburse Vodafone for reasonable expenses associated with actions taken when Customer has reported an Incident caused by an Excluded Event; and (b) permit Vodafone to interrupt the Service to resolve a Priority Level 1 or 2 Incident (or the Incident will be downgraded to a Priority Level 3 Incident).
- 5.6 **Planned Works:** Vodafone may temporarily interrupt the Service to carry out Planned Works. Vodafone will notify Customer in advance of any Planned Works. "**Planned Works**" means planned Vodafone-initiated changes to the Service or Equipment (for example, to carry out essential maintenance or upgrades).
- 5.7 **Agreed Delivery Date:** Vodafone will provide Customer with the delivery date of a Service Element ("**Agreed Delivery Date**") and use reasonable endeavours to deliver the Service Element by the Agreed Delivery Date. If Customer requests a change before delivery of the Service Element, Vodafone will either adjust or cancel the applicable Order subject to any Recovery Charge and/or amend the Agreed Delivery Date, as applicable.
- 5.8 **Service Commencement Date:** Vodafone will perform its standard testing procedure for the Service. When Vodafone considers that the standard testing criteria have been met, Vodafone will make the Service available to Customer or notify Customer that the Service is ready for use ("**Service Commencement Date**").
- 5.9 **Correction:** Customer must notify Vodafone within 5 Working Days of the Service Commencement Date if the Service does not materially conform to the standard testing criteria and provide sufficient supporting details. Upon receipt of notification, Vodafone will take reasonable action to meet the standard testing criteria.

#### 6. Priority of Incidents

- 6.1 The following Priority Level definitions apply to the Service:

Priority Level	Priority Level definitions
1	The Service is unavailable or down or there is a critical impact to a significant element of Customer's business operation.
2	The Service is degraded or significant aspects of Customer's business operation are negatively impacted by unacceptable software performance.
3	Service is impaired, although most business operations remain functional.

Priority Level	Priority Level definitions
4	Service has intermittent functionality or performance issue, or information is required. There is little or no impact to Customer's business operation.

## 7. Incident Resolution Times

- 7.1** The Incident Resolution Time is calculated from the time Vodafone issues a Trouble Ticket to the time Vodafone confirms to Customer that the Incident is resolved.
- 7.2** Incident Response Time is determined by the level of support purchased by Customer. Basic support is included as part of the Service. If Customer purchases Enhanced or Premium support, the Incident Response Times below apply.

Priority Level	Incident Response Time		
	Basic	Enhanced	Premium
1	1 hour	30 minutes	15 minutes
2	1 hour	30 minutes	15 minutes
3	-	2 working hours	1 working hour
4	-	2 working hours	1 working hour

- 7.3** Where Customer has not purchased VONE-C as an accompanying service and seeks initial advice from Vodafone before logging an issue with Vodafone's supplier directly, the time spent in seeking advice from Vodafone shall not be covered by the Incident Response Times set out above.

## 8. Definitions

- 8.1** **Applicable Law** means law, regulation, binding code of practice, rule, order or requirement of any relevant government or governmental agency, professional or regulatory Authority, each as relevant to (a) Vodafone in the provision of the Service and/or (b) Customer in receipt of the Service or carrying out of its business.
- 8.2** **Authority** means those governments, agencies, courts of law, and professional and regulatory authorities including National Regulatory Authorities ("NRAs") that supervise, regulate, investigate, or enforce Applicable Law.
- 8.3** **Call-Me Feature** means the Call-Me feature of Webex that enables End Users to request the Webex platform to call them back at a fixed or mobile telephone number of their choosing.
- 8.4** **Cisco Software-as-a-Service** means Cisco products and product features delivered through the Cisco public cloud.
- 8.5** **Customer** means the Party receiving Service under the Customer Agreement.
- 8.6** **Customer Agreement** means an agreement for purchase of Services signed by both Parties.
- 8.7** **Customer Equipment** means Equipment not owned by Vodafone that is used with the Service. Equipment sold by Vodafone to Customer is Customer Equipment.
- 8.8** **Customer Site(s)** means the Customer's premises that Vodafone must access to provide the Service or the location where the Service is to be provided.
- 8.9** **Data Protection Terms** means the terms regarding data protection in the General Terms, or if those General Terms are not applicable, the Data Protection Terms found at [www.vodafone.com/business/vge-customer-terms](http://www.vodafone.com/business/vge-customer-terms).
- 8.10** **Equipment** means the hardware and related software Customer must have to use the Service.
- 8.11** **Equipment Terms** means the terms regarding Equipment in the General Terms, or if those General Terms are not applicable, the Equipment Terms found at [www.vodafone.com/business/vge-customer-terms](http://www.vodafone.com/business/vge-customer-terms).
- 8.12** **Excluded Event** means any of the following an incident caused by: (a) another Vodafone service purchased under a separate Customer Agreement; (b) non-Vodafone-supplied power, Customer Equipment, non-maintained structured cabling or other systems or networks not operated or provided by Vodafone (including an Incident relating to consumption of services over the internet); (c) the negligence, act, or omission of Customer or a third-party not within Vodafone's direct control; (d) Customer's delay or non-performance of any of Customer obligations set out in the Customer Agreement; (e) Customer's request to modify or test a Service Element; (f) a Force Majeure event or Service suspension that is permitted under the Customer Agreement; (g) the inability or refusal by a Third Party Provider to provide a Customer Prerequisite; (i) a configuration change during implementation; and (j) a service failure at any other Customer Site.
- 8.13** **Extra Service Terms** means the additional terms that apply to certain Service Elements ordered by Customer.
- 8.14** **Force Majeure** means any circumstances, events, omissions, or accidents beyond the reasonable control of a Party, and that could not have been avoided by due diligence, and that prevent that Party or its Third Party Providers from performing any or all of its obligations (excluding the obligation to pay Charges).
- 8.15** **General Terms** means the General Terms or master agreement identified in the Customer Agreement.
- 8.16** **"HCS"** means the Hosted Collaboration Solution architecture provided by Cisco.
- 8.17** **Incident** means an unplanned interruption to or a reduction in the quality of the Service, or a failure of the Service configuration item.
- 8.18** **Incident Management** means the end-to-end management of Incidents by Vodafone.



- 8.19 Network** means the communications network and the equipment and premises that are connected to the network that are used by Vodafone and Vodafone Group Companies.
- 8.20 Order** is defined in the relevant Customer Agreement.
- 8.21 Party or Parties** means the parties to the Customer Agreement.
- 8.22 Price List** means Vodafone's standard pricing in the relevant territory at the applicable time.
- 8.23 Public Voice Service** means public switched telephone network (PSTN) service and SIP services
- 8.24 Public Voice Service Provider** means a Third Party Provider of Public Voice Service.
- 8.25 Recovery Charge** means any amount payable by Customer for early termination or failure to meet commercial commitments as set out in the Customer Agreement.
- 8.26 Site Survey** means a survey of a Customer Site to assess whether (in Vodafone's opinion) the existing infrastructure is sufficient to provide the Service at that Customer Site.
- 8.27 Third Party Provider** means a third party contracted by either Vodafone or Customer that provides a Service Element or that provides service that connects to the Service. Third Party Providers may include members of the Vodafone Group.
- 8.28 Trouble Ticket** means a record of an Incident with a unique reference allocated to it that is used for all subsequent updates and communications.
- 8.29 User** means an end user of the Services who must be a permanent or temporary employee or sub-contractor of Customer.
- 8.30 Vodafone** means the member of the Vodafone Group that is a Party to the Customer Agreement.
- 8.31 Vodafone Group** means: (a) Vodafone Group Plc, Vodafone and any company that Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital; and (b) any partner listed on the "Where we operate" page in the "About" section at [www.vodafone.com](http://www.vodafone.com) (and **Vodafone Group Company(ies)** or **VGC** has a corresponding meaning).
- 8.32 Working Day** means on Monday to Friday inclusive, but excluding public holidays in the country where the Service is delivered from.
- 8.33 Working Hours** means the hours between 0900 and 1700 (local time) on a Working Day.

## Cisco Spark and Webex– Extra Service Terms for Professional Services

### 1. Structure

These Extra Service Terms form part of the Service Terms for the Cisco Spark and Webex Service when Customer orders the Vodafone Professional Services Optional Service Element. If there is a conflict between them, these Extra Service Terms will supersede the Cisco Spark and Webex Service Terms, but only for the Professional Services Optional Service Element.

### 2. Service Terms

Vodafone offers three adoption packs to support the rollout of Webex Meetings. These are:

	User Adoption Pack	User Adoption Advanced	User Adoption Advanced Accelerator
<b>On-site standard user profiling (interviews with key stakeholders)</b>	One day	Three days	Eight days across sites to perform user profiling and write up (including conducting on site observation)
<b>User profiling report</b>	Standard	Personalised detailed user profiling report	Bespoke user profiling report
<b>Training materials</b>	Pre-built Vodafone training materials for each user group identified	Personalised Vodafone training materials for each user group	Bespoke Vodafone training materials for each user group and train the trainer onsite delivery session
<b>Deployment</b>	Standard Vodafone deployment model for Cisco Spark	Personalised Vodafone deployment model	Bespoke Vodafone deployment model
<b>Post roll out sessions</b>	One day on site to follow up and evaluate user adoption via focus groups with output report.	Two days on site to evaluate the user adoption rate using: Follow up online survey, interviews and focus groups (oral presentation and written report output) to be done 3 months after adoption 1 day on site to be done 6 months after roll out	Four days on site to evaluate the user adoption rate using: Follow up online survey, interviews, focus groups and on site observations (oral presentation, written report and refresher materials (if needed) output). Benefits realisation study Further recommendations to approve adoption if applicable – 3 months

	User Adoption Pack	User Adoption Advanced	User Adoption Advanced Accelerator
Online survey	Online survey to cover wider breadth of users (and establish NPS baseline prior to roll out)	N/A	Online survey to cover up to 10,000 users (and establish NPS baseline prior to roll out)