

OUR CUSTOMER TERMS

CISCO SaaS SERVICE

CONTENTS

Click on the section that you are interested in.

1	About this section	2
	Our Customer Terms	2
	Inconsistencies	2
	No assignment or resupply	2
	Requests subject to approval	2
2	General	2
3	Cisco SaaS Service	2
	What Cisco SaaS Service comprises	2
	What is Spark	2
	Spark combinations	3
	Terms of Service	6
	Charges	7
	Other services	7
	Use of the service	7
	Minimum 12 month contract	7
	Term and termination	8
	Acceptable Use Policy	8
	Support	9
	Geographic Limitations	9
	Liability	9
	Australian Consumer Law	10
4	Special meanings	10

Certain words are used with the specific meanings set out on page 10 and in [the General Terms of Our Customer Terms](#) (“**General Terms**”).

1 ABOUT THIS SECTION

Our Customer Terms

- 1.1 This is the Cisco SaaS Services section of Our Customer Terms. The General Terms also apply unless you have a separate agreement with us, which excludes the General Terms.

Inconsistencies

- 1.2 This section applies to the extent of any inconsistency with the General Terms.
- 1.3 If this section lets us suspend or terminate your service, that’s in addition to our rights to suspend or terminate your service under the General Terms.

No assignment or resupply

- 1.4 The Cisco SaaS Services are not available for resale. You must not assign or resupply the Cisco SaaS Service to anyone.

Requests subject to approval

- 1.5 We can accept or reject any request or application for a service, feature, functionality or anything else at our option.

2 GENERAL

- 2.1 The prices and discounts set out or referred to in this section of Our Customer Terms will be effective from implementation into our billing systems.
- 2.2 All prices set out or referred to in this section of Our Customer Terms are GST exclusive unless otherwise stated.

3 CISCO SAAS SERVICE

What Cisco SaaS Service comprises

- 3.1 Cisco SaaS Service is comprised of:
- (a) Spark.

What is Spark

- 3.2 Cisco SaaS Service provides a secure online space for teams to create unlimited rooms where users can message, share content and meet face-to-face via supported desktop and mobile devices. The specific features available to you will depend on the particular service combination that you purchase.

OUR CUSTOMER TERMS

CISCO SaaS SERVICE

Spark combinations

- 3.3 The following Spark combinations are available as set out below. You can only purchase one Spark variant per order request. This limitation pertains specifically to the Telstra Apps Marketplace.

	Service combinations for Cisco SaaS Service		
	X = included - = not included		
	Business Messaging (M1)	Business Messaging and Basic Meetings (M2)	Business Messaging and Advanced Meetings (M3)
<p>Single sign-on (SSO)</p> <p>The Cisco SaaS Service is designed to allow integration with your internal single sign-on service.</p>	X	X	X
<p>Directory integration</p> <p>The Cisco SaaS Service is designed to allow integration with your internal active directories (e.g., Microsoft Outlook Exchange Active Directories).</p>	X	X	X
<p>User management</p> <p>The Cisco SaaS Service allows you to manage your User accounts.</p>	X	X	X
<p>Live support via your Approved Source</p> <p>The Cisco SaaS Service phone-based support as provided to you by your Approved Source.</p>	X	X	X
<p>Online Support</p> <p>The Cisco SaaS Service includes 24X7X365 online technical support in English for all Subscribers ("Cisco SaaS Service Support Services"). The Cisco SaaS Service Support Services are available throughout the duration of your subscription and may be accessed via https://support.cisco.com/, or as otherwise agreed by Cisco and</p>	X	X	X

OUR CUSTOMER TERMS

CISCO SaaS SERVICE

	Service combinations for Cisco SaaS Service		
	X = included - = not included		
	Business Messaging (M1)	Business Messaging and Basic Meetings (M2)	Business Messaging and Advanced Meetings (M3)
your Approved Source and advised to you by your Approved Source.			
<p>Analytics</p> <p>The service includes access to usage, operational and performance analytics in relation to your use of the Cisco SaaS Service.</p>	X	X	X
<p>Storage</p> <p>The service includes per-User storage capacity as nominated by Cisco from time to time. The actual storage utilized by a User is calculated based on the volume of files uploaded.</p> <p>Additional storage may not be available once you reach the applicable storage capacity. If additional storage beyond the applicable storage capacity is made available to you, then the fees charged by your Approved Source may include additional overage amounts on account of your use of storage beyond the applicable storage capacity. Such overage amounts may be in addition to your usual subscription fees to access and use the Cisco SaaS Service. For further details, please consult your Approved Source.</p>	X	X	X
<p>Unlimited API Integrations</p> <p>Cisco SaaS Service APIs can be used to create and extend the Cisco SaaS Service user experience with other services. Cisco SaaS Service's open APIs can be used to program and automate functions in Cisco SaaS Service from other applications like room creation, the posting of messages, and room</p>	X	X	X

OUR CUSTOMER TERMS

CISCO SaaS SERVICE

	Service combinations for Cisco SaaS Service		
	X = included - = not included		
	Business Messaging (M1)	Business Messaging and Basic Meetings (M2)	Business Messaging and Advanced Meetings (M3)
membership management. Conversely, information and context from other services can be integrated into Cisco SaaS Service rooms through the API set of the corresponding service.			
<p>Multi-party Meetings</p> <p>This includes group videos and screen sharing with multiple participants who are subscribed to the Cisco SaaS Service. As at the date on which this document is published, the maximum of participants that can access a multi-party meeting simultaneously is listed per Service. The actual number of participants may vary based on your subscription package and Cisco's service offering at the applicable time. For further details, please consult your Approved Source.</p>	Up to 3	Up to 25	Up to 25
<p>Cisco WebEx Meeting Centre Subscription for Meeting Center Capacity of 200 participants</p> <p>Cisco WebEx Meeting Center is a service designed for interactive online meetings. It enables the sharing of documents, applications and desktops over the web. Cisco WebEx Meeting Center allows users to give presentations, demonstrate software, view and annotate any document electronically, and includes integrated teleconferencing. In addition, Cisco WebEx Meeting Center has additional features such as record and playback, integrated video and the ability to attend a meeting from select smartphones.</p>	-	-	X
Personal Meeting Room (PMR) and CMR features	-	-	X
Cisco Tolled Audio (Conferencing service). This service is required to be ordered separately. It is not part the Cisco SaaS Service Business Messaging and Advanced Meeting package. Please refer the Section 4.5 – Cisco Tolled Audio feature of Spark for	-	-	X

OUR CUSTOMER TERMS CISCO SaaS SERVICE

	Service combinations for Cisco SaaS Service		
	X = included - = not included		
	Business Messaging (M1)	Business Messaging and Basic Meetings (M2)	Business Messaging and Advanced Meetings (M3)
details.			

WebEx feature of Spark

- 3.4 If you acquire the Cisco WebEx Meeting Centre Subscription for Meeting Center feature of Spark, the terms under which we provide it to you are found in this Cisco SaaS Service section of Our Customer Terms and in the Conferencing section at <https://www.telstra.com.au/customer-terms/business-government>.

Cisco Tolloed Audio feature of Spark

- 3.5 If you acquire the Cisco Tolloed Audio feature of Spark, the terms under which we provide it to you are found in this Cisco SaaS Service section of Our Customer Terms and in the Conferencing section at <https://www.telstra.com.au/customer-terms/business-government>.

Terms of Service

- 3.6 The underlying services for Cisco SaaS Service are provided by Cisco. Before using Cisco SaaS Service, you must accept Cisco's relevant terms of service (**Cisco SaaS Services Terms of Service**), available at: <http://contractdocuments.webex.com/webextermsconditions>. The Cisco SaaS Service Terms of Service will govern your use of, and access to, Cisco SaaS Service. By using Cisco SaaS Service you agree to the Cisco SaaS Service Terms of Service including all Cisco policies relating to acceptable use of the Cisco SaaS Service and Cisco's management of any personal information you may submit to Cisco in order for Cisco to administer or manage the delivery of the Cisco SaaS Service or your account with Cisco. You acknowledge that Cisco may use any personal information you provide to Cisco in accordance with the policies disclosed in the Cisco SaaS Service Terms of Service.
- 3.7 Cisco may update the Cisco SaaS Service Terms of Service from time to time. In this case, we will provide you with the updated Cisco SaaS Service Terms of Service. By continuing to use Cisco SaaS Service you agree to comply with the updated Cisco SaaS Service Terms of Service.

OUR CUSTOMER TERMS CISCO SaaS SERVICE

- 3.8 We may from time to time offer additional features, functionalities or optional add-on modules to Cisco SaaS Service.

Charges

- 3.9 You must pay us the charges for Cisco SaaS Service as set out in your Agreement with us.
- 3.10 You must pay the charges on a monthly basis in advance.
- 3.11 We will commence billing for Cisco SaaS Service from the date we first activate your Cisco SaaS Service products. We will use reasonable endeavours to notify you of the activation date.
- 3.12 Where pricing is based on a quantity of usage which you specify (for example, number of users), and your actual usage exceeds this amount, we may charge you and you must pay us the amount calculated based on your actual usage.

Other services

- 3.13 You must provide the telecommunications services necessary to access Cisco SaaS Service. The charges for Cisco SaaS Service do not include charges associated with your access to and use of the internet.
- 3.14 You must provide the equipment and devices necessary to access and use Cisco SaaS Service. The devices or equipment you use to access Cisco SaaS Service must have internet access to be able to use the service.
- 3.15 You are responsible for the acquisition, use, maintenance and security of the equipment and devices referred to in clauses 3.13 and 3.14 above.

Use of the service

- 3.16 You must nominate a person to be your administrator who is responsible for managing your Cisco SaaS Service, including:
- (a) creating and managing accounts; and
 - (b) enabling and disabling enterprise-wide features and functions.
- 3.17 We may at our sole discretion refuse to register, or may cancel, any user name or password we consider inappropriate.
- 3.18 You must keep all user names and passwords secure and not share them with third parties. You are responsible for the use of the Cisco SaaS Service by you, your users, your employees and any person accessing the Cisco SaaS Service using your authentication details (whether or not authorised by you).

Minimum 12 month contract

- 3.19 If you select a contract plan, a minimum term of 12 months applies. You can add additional users at any time, and if you do, the term for each additional user will end at the same time as your initial application term.

OUR CUSTOMER TERMS CISCO SaaS SERVICE

- 3.20 At the end of your minimum term your service will automatically renew for a further 12 months on the same terms, unless you tell us at least 30 days in advance that you want to end or change your subscription.
- 3.21 If you cancel your contract at any time during the term an early termination charge may apply.

Term and termination

- 3.22 You may cancel Cisco SaaS Service at any time.
- 3.23 If you wish to terminate your Cisco SaaS Service, you must give us 30 days written notice. We will terminate your service on the provisioning day (which is the day of the month that your service was first provisioned to you as notified by us) following the expiry of the 30-day notice period.
- 3.24 If you cancel your Cisco SaaS Service before your minimum term has ended, an Early Termination Charge (“ETC”) applies. The ETC is calculated as 70% of the monthly charges payable by you multiplied by the number of remaining months in your then current service term for Cisco SaaS Service.
- 3.25 In addition to any other rights of termination, we may terminate the Cisco SaaS Service on 10 days’ notice if you do not pay any charges by the due date and fail to pay them within 30 days. If we do so, we will not refund to you any part of the charges you have paid.
- 3.26 If Cisco suspends or terminates a service we rely on to provide your Cisco SaaS Service or an aspect of your Cisco SaaS Service, we may suspend or terminate your Spare service or that aspect of your Cisco SaaS Service, as relevant, after giving you as much notice as is reasonably possible in the circumstances.

Acceptable Use Policy

- 3.27 Your use of Cisco SaaS Service is subject to the Acceptable Use Policy set out in section 3 (General) of the Conferencing Section of Our Customer Terms. This is in addition to the provisions of clause 3.6.
- 3.28 We do not claim ownership of any of your content. You grant us and our third party suppliers a non-exclusive, worldwide, royalty-free, fully-paid, transferable licence to host, cache, and display content solely for the purpose of providing Cisco SaaS Service to you.
- 3.29 You represent and warrant that you are the owner or authorised licensee of all content and that you will not publish, post, upload, record or otherwise distribute or transmit content that:
- (a) infringes or would infringe any copyright, patent, trade mark, trade secret or other right of any party;
 - (b) breaches any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, discrimination or advertising);

OUR CUSTOMER TERMS

CISCO SaaS SERVICE

- (c) is inappropriate, profane, defamatory, libellous, obscene, indecent, threatening harassing, harmful to minors, pornographic or otherwise unlawful;
 - (d) contains any viruses, trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software, data, or programs that may damage, detrimentally interfere with, intercept or expropriate any system, data, personal information or property of another; or
 - (e) is materially false, misleading or inaccurate.
- 3.30 We and our third party suppliers may collect and analyse data and other information relating to the provision, use and performance of various aspects of Cisco SaaS Service and related systems and technologies.

Support

- 3.31 Telstra will be the first contact point for Service related matters. The contact number will be provided to you upon requesting the service and entering into an Agreement with us for Cisco SaaS Service. Cisco may also contact you directly in response to your query.
- 3.32 We will provide you with helpdesk support for Cisco SaaS Service from 8am to 7pm (Eastern Standard time). Calls may be logged 24 x 7, however the support provided is on a next business day basis.

Geographic Limitations

- 3.33 Cisco SaaS Service is available in Australia and in other jurisdictions where we are authorised by Cisco to resell Cisco SaaS Service from time to time. Due to regulatory requirements, the jurisdictions in which Cisco SaaS Service is available for resale may change. We will notify you at the time of purchase of the jurisdictions where Cisco SaaS Service is available at that time.

Liability

- 3.34 Subject to clause 3.37 and to the extent permitted by law, the Cisco SaaS Service is provided 'as is' and we and our third party service provider exclude all warranties, representations or guarantees, express or implied, including but not limited to, in relation to merchantability, title, fitness for a particular purpose and non-infringement of the Cisco SaaS Service.
- 3.35 Subject to clause 3.37 and to the extent permitted by law, neither we, nor our third party supplier, nor the suppliers (including all equipment and technology suppliers), officers, affiliates, representatives, contractors and employees of either of us, are liable for any:
- (a) error or interruption of use, loss or inaccuracy or corruption of data;
 - (b) cost of procurement of substitute goods, services or technology;
 - (c) loss of business, profits, revenues or anticipated savings;

(d) any indirect, exemplary, incidental, special or consequential damages of any kind; or

(e) any matter beyond our reasonable control,

whether under contract, tort (including negligence), statute, strict liability or otherwise and whether or not we knew or were advised of the possibility of the loss.

3.36 Subject to clause 3.37, our liability, and the liability of or third party provider, is limited in the aggregate to the fees you have paid for the Cisco SaaS Service in the 12 months preceding the act that gave rise to the liability.

Australian Consumer Law

3.37 Nothing in this Cisco SaaS Service section of Our Customer Terms limits rights you may have under the Australian Consumer Law. We exclude liability under the Australian Consumer Law, but only where it is lawful to do so. Where liability under the Australian Consumer Law cannot be excluded but can be limited, both we and our third party supplier limit liability to, at our option:

(a) in the case of goods, to either the replacement of the goods, the repair of the goods or the payment of the cost of repairing the goods; and

(b) in the case of services, to either the resupply of the services or the cost of the resupply of the Cisco SaaS Service.

4 SPECIAL MEANINGS

The following words have the following special meanings:

authentication details means the URL, password and any call-in numbers, account numbers and personal identification numbers (PINs) provided by us to you and all other URLs whether or not those URLs are password protected.

business day means any day other than a Saturday, Sunday or recognised public holiday in the state or territory that the applicable service is provided to you.

business hours means between the hours of 8.00am and 5.00pm each business day.

intellectual property rights means all current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

personal information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

OUR CUSTOMER TERMS CISCO SaaS SERVICE

port means a virtual port simil