

Introduced \_\_\_\_\_  
Public Hearing \_\_\_\_\_  
Council Action \_\_\_\_\_  
Executive Action \_\_\_\_\_  
Effective Date \_\_\_\_\_

## County Council of Howard County, Maryland

2025 Legislative Session

Legislative Day No. 3

### Bill No. 12 -2025

Introduced by: The Chairperson at the request of the County Executive

Short Title: Multiyear Agreement – ePlus Technology, Inc. – Cisco telephone and Webex services

Title: AN ACT pursuant to Section 612 of the Howard County Charter, approving a multi-year Agreement between Howard County, Maryland and ePlus Technology, Inc. for Cisco telephone and Webex services; authorizing the Executive to make changes to the Agreement, under certain conditions; authorizing the County Executive to execute the Agreement; and generally relating to the Agreement.

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Introduced and read first time \_\_\_\_\_, 2025. Ordered posted and hearing scheduled.

By order \_\_\_\_\_  
Michelle Harrod, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on \_\_\_\_\_, 2025.

By order \_\_\_\_\_  
Michelle Harrod, Administrator

This Bill was read the third time on \_\_\_\_\_, 2025 and Passed \_\_\_\_, Passed with Agreements \_\_\_\_\_, Failed \_\_\_\_\_.

By order \_\_\_\_\_  
Michelle Harrod, Administrator

Sealed with the County Seal and presented to the County Executive for approval this \_\_\_ day of \_\_\_\_\_, 2025 at \_\_\_ a.m./p.m.

By order \_\_\_\_\_  
Michelle Harrod, Administrator

Approved/Vetoed by the County Executive \_\_\_\_\_, 2025

\_\_\_\_\_  
Calvin Ball, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN SMALL CAPITALS indicates additions to existing law; ~~Strike-out~~ indicates material deleted by Agreement; Underlining indicates material added by Agreement

1           **WHEREAS**, ePlus Technologies, Inc. is a technology solutions provider of professional  
2 and managed services for cloud, security, data center, and digital infrastructure; and

3  
4           **WHEREAS**, the County is seeking to enter into a multi-year Agreement with ePlus  
5 Technologies, Inc., for the provision of Cisco Webex and telephone services (collectively “the  
6 services”); and

7  
8           **WHEREAS**, to provide cost savings, the County wishes to enter into a multiyear  
9 agreement with ePlus Technologies, Inc., substantially in the form as the Master Subscription  
10 Services Agreement, attached as Exhibit A, and the Cisco Enterprise Agreement Program  
11 Terms-End Users, attached as Exhibit B, collectively (“the Agreement”); and

12  
13           **WHEREAS**, the term of the Agreement ends on December 31, 2029 and the services  
14 provided to the County will cost approximately \$4,562,662 over the entire term; and

15  
16           **WHEREAS**, the Agreement requires the payment by the County of funds from an  
17 appropriation in a later fiscal year and therefore requires County Council approval as a multi-  
18 year agreement pursuant to Section 612 of the Howard County Charter and Section 4.118 of the  
19 Howard County Code.

20  
21           **NOW, THEREFORE,**

22  
23           *Section 1. Be It Enacted by the County Council of Howard County, Maryland that in*  
24 *accordance with Section 612 of the Howard County Charter, it approves the multi-year*  
25 *Agreement between Howard County, Maryland and ePlus Technologies, Inc., which shall be in*  
26 *substantially the same form as the Master Subscription Services Agreement, attached as Exhibit*  
27 *A to this Act, and the Cisco Enterprise Agreement Program Terms-End Users which shall be in*  
28 *substantially the same form as Exhibit B attached to this Act.*

1 **Section 2. And Be It Further Enacted** by the County Council of Howard County, Maryland that  
2 *the County Executive is hereby authorized to execute the Agreement for such term in the name of*  
3 *and on behalf of the County.*

4  
5 **Section 3. And Be It Further Enacted** by the County Council of Howard County, Maryland that  
6 *the County Executive, prior to execution and delivery of the Agreement may make such changes*  
7 *or modifications to the Agreement as deemed appropriate in order to accomplish the purpose of*  
8 *the transactions authorized by this Act, provided that such changes or modifications shall be*  
9 *within the scope of the transactions authorized by this Act; and the execution of the Agreement*  
10 *by the County Executive shall be conclusive evidence of the approval by the County Executive of*  
11 *all changes or modifications to the Agreement and the Agreement shall thereupon become*  
12 *binding upon the County in accordance with its terms.*

13  
14 **Section 4. And Be It Further Enacted** by the County Council of Howard County, Maryland that  
15 *this Act shall be effective immediately upon its enactment.*

## MASTER SUBSCRIPTION SERVICES AGREEMENT

This Master Subscription Services Agreement (this “Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”), between the undersigned customer (“Customer”) and ePlus Technology, inc. (“ePlus”).

### 1.0 SERVICES.

**1.1 Ordering.** ePlus provides managed services and related subscription service offerings (“Services”). Customer may purchase Services through an order form as set forth at Exhibit A (“Order Form”) or a statement of work (“SOW”) for customized Services.

**1.2 Service Descriptions.** Services identified on an Order Form are provided in accordance with the applicable service description document as updated from time to time by ePlus (the “Service Description”). Service levels described in the Service Description are contingent on coverage. ePlus will make updated Service Descriptions available to Customer electronically. Service levels will not materially diminish without a mutually agreed order.

**1.3 Affiliate Services.** Customer may purchase Services from an ePlus affiliate by executing an Order Form or SOW between Customer and the affiliate (an “Affiliate Order”). For purposes of an Affiliate Order, references in this Agreement to “ePlus” shall mean the applicable affiliate. ePlus Technology, inc. may invoice on such affiliate’s behalf, but the affiliate shall be solely responsible for the content and performance of the Services under the Affiliate Order.

**1.4 Initial Assessment.** ePlus intends to conduct an assessment of Customer’s IT environment in connection with the Services, and Customer agrees to cooperate in such assessment.

**1.5 ePlus System Maintenance.** ePlus at times will perform routine or emergency system maintenance, which may impact monitoring and other Services. ePlus will provide as much advance notice as practical to Customer, including estimated impact and duration of Service outage.

**1.6 ePlus Personnel.** ePlus personnel who work on Customer’s premises will have the requisite experience and qualifications and be required by ePlus to comply with Customer’s reasonable workplace rules, provided that such personnel will not be subject to special background check or similar requirements that may delay onboarding.

### 2.0 ONBOARDING AND COOPERATION.

**2.1 Customer Resources and Information.** Customer acknowledges that for ePlus to perform the Services, Customer must make certain personnel or other requested resources available to ePlus in a timely manner. Failure to do so may prevent ePlus from onboarding or providing the full benefits of the Services. Customer must furnish the required information for onboarding within thirty (30) days of the Order Form date to ensure timely commencement of Services. If such required information and cooperation is not provided within sixty (60) days after execution

of the applicable Order Form or SOW, ePlus may begin monthly billing under this Agreement, and Customer agrees to pay the invoiced amounts. However, ePlus will use all commercially reasonable efforts to provide such support as practical until onboarding is complete.

**2.2 VPN Access and Monitoring Devices.** Customer agrees that ePlus may install a VPN router and/or hardware necessary for the performance of monitoring responsibilities as outlined in an applicable Service Description. Customer must provide network connectivity for such devices. The benefits of certain Service offerings are dependent on data collection devices or programs deployed in Customer’s environment. Customer acknowledges that failure to enable such deployment will result in forgoing the related value added deliverables.

**2.3 Compliance and Back Ups.** Customer is responsible for its content, material and data made available or transmitted in connection with the Services and for its compliance with federal, state and local laws and acceptable use policies of any third-party vendors. Additional Customer responsibilities are listed in the Service Descriptions. Customer must back-up and protect all data against loss, damage, or destruction.

**2.4 Customer Hardware Maintenance.** Unless covered by ePlus’ Enhanced Maintenance Support (“EMS”), Customer is responsible for support and maintenance of devices in its environment. ePlus may adjust or discontinue Services with thirty (30) day notice on devices not under maintenance.

### 3.0 CHANGES/RECONCILIATIONS.

**3.1 Quarterly True-Ups.** Contractual true-up meetings will be held quarterly to account for device-count fluctuations (adds/removes/changes). Based on the true-up, a new bill of materials will be created for the updated device count and associated pricing. Periodic recurring charges will be adjusted in accordance with the true-up and reflected in subsequent invoices, provided that such recurring charges shall not decrease by more than fifteen percent (15%) total in a Service Term Year. A Service Term Year is a consecutive twelve (12) month period from the first date of the Service Term.

**3.2 Additional Services.** Customer may add Services or adjust Service levels through a new Order Form, notification or change order, and billing will be adjusted accordingly. Hardware, software, and manufacturer maintenance and support may be purchased under a separate written agreement.

### 4.0 TERM AND TERMINATION.

**Term.** This Agreement shall continue from the Effective Date until terminated by either party on thirty (30) days notice, but no such termination shall affect an outstanding SOW or Order Form. The term of each Service ordered under this Agreement (the “Service Term”) shall be indicated in the Order Form or SOW.

**4.1 Termination for Default.** Either party may terminate a SOW or Order Form in the event of the other party’s material

breach which is not cured after written notice of forty-five (45) days, or fifteen (15) days in the case of nonpayment. If the breach is of such a nature that a reasonable person could not cure it within such period, the breaching party shall commence to cure within such period, then diligently prosecute such cure to completion.

**4.2 Non-Appropriation.** Since Customer's payment obligations for fees due beyond the current fiscal year may be contingent on continued appropriation of funds, Customer warrants that: (i) it intends continue the Services for the Term and to pay all amounts due hereunder and agrees to do all things lawfully within its power to obtain and maintain funds from which the Agreement payments may be made; (ii) it shall use its best efforts to obtain appropriation of funds for all fees under this Agreement; (iii) it will not give priority or parity in the application of funds to any other functionally similar product or service for use by Customer; and (iv) if this Agreement is terminated pursuant to this paragraph, Customer will not in the then-current or succeeding fiscal period purchase, lease or rent products or services performing functions similar to those performed by the Services. If funds for fees due under this Agreement are not appropriated, Customer shall immediately cease use of any Services that are subject to additional fees under this Agreement (such as overages or per-use fees) or, if Customer fails to cease such use, ePlus may, in its discretion, suspend or terminate Customer's Services until such fees are paid.

**4.3 Termination Fee.** Customer acknowledges that according to ePlus, it will be substantially damaged in amounts that will be difficult or impossible to determine if Customer terminates a Service early. Therefore, except in the event of an uncured default by ePlus pursuant to Section 4.1 or termination due to non-appropriation of fund pursuant to Section 4.2 in the event of early termination of a Service Term with or without ePlus' consent, including any default by Customer in its obligation to make payment after notice, Customer shall pay a termination fee to ePlus. The amount of the termination fee shall be as agreed in the applicable Order Form or SOW. If no such fee is provided there, then the termination fee shall be equal to the amount of all non-recurring and recurring charges set forth in the Order Form or SOW which would otherwise be due through the end of the Service Term, including applicable non-exempt taxes and fees. The parties agree that the termination fee is reasonable as liquidated damages for such occurrences. It is further understood and agreed that the payment of liquidated damages is in lieu of actual damages. The termination fee shall be paid in good funds within ten (10) business days of the effective date of the applicable termination.

**5.0 PRICING AND PAYMENT.** Pricing is set forth in the Order Form or SOW, subject to adjustment in accordance with Section 3.1. Unless otherwise agreed in writing, payment for both recurring and non-recurring Services is due within thirty (30) days of the date of ePlus' invoice. Customer agrees to pay a late payment charge of one percent (1%) per month. Customer will pay or reimburse ePlus for all non-exempt taxes due under this Agreement and ePlus will remit those amounts to the appropriate taxing authority. If Services require travel to a Customer-designated site, ePlus will be entitled to reimbursement for actual, reasonable travel and living expenses.

**6.0 CONFIDENTIALITY.** "Confidential Information" is information or material disclosed by a party ("Discloser") to the other (Recipient") in connection with this Agreement that is either (a) marked or identified in writing as confidential, or (b) relates to the processes, technology, plans, or methodologies used by ePlus or its suppliers to provide the Services. Recipient shall not disclose Confidential Information to any third party until three (3) years after the end of the applicable Service Term. Confidential

Information does not include information that: (i) is or becomes publicly available without breach of this Agreement; (ii) is in Recipient's possession at the time of receipt or becomes available from a third party without breach of confidentiality obligation; (iii) is independently developed by or for Recipient without access to Confidential Information, as evidenced by written records. This section shall not prohibit ePlus from disclosing information required by its suppliers or subcontractors in connection with this Agreement. Customer acknowledges that ePlus or its employees and subcontractors may provide similar services to others and use or disclose to others general knowledge, skill and experience developed over the years, including under this Agreement. Recipient may disclose Confidential Information pursuant to a legal requirement or court order after first notifying Discloser and making a reasonable effort to obtain a protective order limiting the scope of disclosure. ePlus acknowledges that Customer is a governmental entity, governed by and subject to the Maryland Public Information Act.

**7.0 OWNERSHIP.** Unless indicated in the SOW or Service Description, Services do not involve deliverables. Hardware and software provided in connection with the Services remain ePlus property. On expiration or discontinuation of Services Customer must arrange for safe return at its expense of all hardware and software to ePlus within thirty (30) days. Customer agrees to pay for any item not returned on time at its then-current market replacement value.

**8.0 WARRANTY AND DISCLAIMERS.** During the Service Term ePlus will provide the Services using reasonable care and skill in accordance with the Service Description or SOW. ePlus does not warrant that Services will be uninterrupted or error-free. ePlus makes no warranties with respect to hardware, software or maintenance, support or services created or licensed by third parties except that if applicable ePlus will pass through all third party warranties to Customer. To the extent Services include managed security services or assessments, no guaranty is made by ePlus or its third party providers that such Services will detect all security weaknesses, potential security problems, vulnerabilities or potential breaches. ePlus does not guarantee that recommendations or actions undertaken during the Agreement will completely address all issues identified or not identified. EPLUS DISCLAIMS ALL OTHER WARRANTIES RELATING TO THIS AGREEMENT OR THE SERVICES INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR OTHERWISE.

**9.0 INDEMNIFICATION.** If a third party brings an action alleging that Services infringe on a U.S. patent or copyright, ePlus will defend and pay damages finally awarded against Customer or included in a settlement, provided Customer promptly notifies ePlus in writing of the claim, furnishes requested information, and allows ePlus to control defense and settlement. ePlus may modify or replace a Service with a comparable non-infringing one or at its option discontinue the Service and provide a credit for the remainder of any pre-paid unexpired term. ePlus will not be liable in connection with a claim based on a Service performed by a third party such as a manufacturer or licensor, but will reasonably assist Customer in working with the third party provider to resolve such claims. Notwithstanding the above, ePlus shall not agree to any settlement which would increase Customer's liability nor settle any third-party claim against the Customer unless such settlement completely and forever releases Customer with respect thereto or unless Customer provides written consent to such settlement.

**10.0 LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES OF ANY KIND, OR FOR DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR LOST PROFITS, EVEN IF FORESEEABLE, ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT. THE TOTAL LIABILITY OF EPLUS AND ITS THIRD PARTY SERVICE PROVIDERS, IF ANY, SHALL BE LIMITED TO DIRECT DAMAGES, WHICH SHALL NOT EXCEED THE LESSER OF (I) AMOUNTS PAID FOR THE SERVICES DURING THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY OR (II) \$50,000. Any action arising out of this Agreement shall be initiated pursuant to the statute of limitations of the governing law. Each party acknowledges that the limitations of liability in this Agreement are a reasonable allocation of risk and that without such allocation ePlus would not be able to provide the Services at the prices charged. These limitations of liability shall apply notwithstanding any failure of essential purpose of any limited remedy.

**11.0 GENERAL.**

**11.1 Notices.** Notices under this Agreement shall be in writing, sent by nationally recognized overnight carrier, and deemed given on receipt at the party’s address below (or another address designated by such party by written notice). Notices to ePlus must be addressed to the General Counsel’s attention with copy to VP Contracts at the same address.

**11.2 Law and Disputes.** The laws of the State of Maryland shall govern this Agreement. Venue is proper in state and Federal courts located in the the State of Maryland. If legal action must be brought due to Customer’s non-payment, ePlus shall be entitled to

recover the costs of such action if awarded by a court of competent jurisdiction. The parties waive, to the extent permitted by law, all rights to a jury trial.

**11.3 Force Majeure.** If a party is unable to perform under this Agreement due to power failure, internet outage, natural disaster, war, terrorism, insurrection, riot, strike, unavailability of personnel due to injury, sickness, death or termination of employment, or other cause beyond the party’s reasonable control (a “Force Majeure Event”), such party shall notify the other and take action to resume performance as soon as reasonably possible. Upon such notice, all obligations under this Agreement shall be suspended for the duration of the Force Majeure Event.

**11.4 Entire Agreement.** This Agreement, together with properly executed Order Forms and SOWs, is the entire agreement between the parties and supersedes all representations, oral or written, made by either party prior to, or contemporaneous with, the date of execution. Terms in or referenced by Customer’s purchase orders shall have no effect, nor shall course of dealing or custom. If a provision of this Agreement is held unenforceable under applicable law, the remaining provisions shall not be affected. The relationship created between the parties shall be of independent contractors entering into an agreement.

**11.5 Assignment.** Neither party shall sell, assign, or transfer any of its rights or obligations under this Agreement without the other party’s prior written consent, provided that ePlus may assign all or part of its rights to receive payment but none of its obligations.

**11.6 Survival.** Sections 4, 6, 7, 8, 9, 10, and 11 shall survive any expiration or termination of this Agreement.

**EACH PARTY** has caused this Agreement to be signed by its authorized representative.

**CUSTOMER: Howard County Maryland**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**ePlus Technology, inc.**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: 13595 Dulles Technology Drive  
Herndon, VA 20171



# Cisco Enterprise Agreement Program Terms – End Users

These Cisco Enterprise Agreement Program Terms – End Users (“EA Program Terms”) are Supplemental Terms to the General Terms and apply when You Order Cisco Offers through the Cisco Enterprise Agreement (the “EA Program”). Capitalized terms, unless defined in this document, have the meaning in the General Terms.

## 1. Program Overview

- 1.1 **EA Program.** The EA Program provides You access to certain Software, Cloud Services and Services offered as Suites and Add-Ons.
- 1.2 **Applicable Terms.** These EA Program Terms together with the applicable Enrollment Descriptions and End User Information Form (“**EUIF**”) govern the EA Program and supplement the End User Terms that govern Your Use of the Suites and Add-Ons purchased under the EA Program (“**Purchased Suites**”). These EA Program Terms must be signed and will be effective the earlier of (a) You placing Your initial EA Order with an Approved Source, or (b) the date of signature of these EA Program Terms.

## 2. Purchases and Adjustments

- 2.1 **Ordering.** All purchases under the EA Program 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**”). 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.
- 2.2 **Subsequent Purchases.** You may purchase additional Suites and Add-Ons by submitting a new EUIF and Order to the Approved Source. Provided there is at least 12 months remaining in the EA Term, Suites and Add-Ons purchased after Your Initial EA Order will be governed by these EA Program Terms and, by default, co-terminate with the purchases in the Initial EA Order.
- 2.3 **Separate Purchases.** The following scenarios must be covered under a new EA Program purchase subject to Cisco’s then-current Enterprise Agreement Program Terms for End Users or through a separate license purchase: (i) Suites and Add-Ons purchased with less than 12 months remaining in the EA Term, (ii) Suites and Add-Ons purchased after Your Initial EA Order which You choose not to co-terminate with the Initial EA Order, or (iii) Embedded Software delivered within the last 12 months of or after the end of the EA Term.
- 2.4 **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.
- 2.5 **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.



- (a) 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 at the annual anniversary of the Initial EA Order. At a True Forward review, if Your Use is greater than Your then-current Entitlement for the measured Purchased Suite, 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 Purchased Suite will be adjusted on a going-forward basis to the increased Use level.
  - (1) Initial Growth Cap. If Your Use of the Purchased Suite at any time during the first six months of the Suite Term exceeds 105% of Your initial 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) less any specified Growth Allowance.
- 2.6 **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 Purchased Suite will automatically be applied to offset fees for increased Use of other licenses within the same Suite.
- 2.7 **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 and Add-Ons apply only to the Approved Source from whom You purchased such Suites and Add-Ons.
- 2.8 **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 omissions and payment of all charges incurred by You, any of Your Participating Affiliates, or any other Authorized Users. In addition, You will provide Your Approved Source with an updated list of Participating Affiliates to ensure compliance with the EA Program.

### 3 Term and Termination

- 3.1 **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**”).
- 3.2 **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 3.3 below.
- 3.3 Termination.**
  - (a) Either party may terminate these EA Program Terms or a Purchased Suite if the other party materially breaches the Applicable Terms and that party does not cure the breach within 30 days of written notice of the breach. If You materially breach the Applicable 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.
  - (b) 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.

### 3.4 Consequences of Termination or Expiration of a Suite Term.

- (a) Upon expiration of the Suite Term or termination pursuant to Section 3.3(a), all rights to Use the affected Suites and Add-Ons, and the Cisco EA Tool and resources available as part of the Suites and Add-Ons, will terminate.
- (b) 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 for the terminated Purchased Suites and attributable to the period after termination.
- (c) If Cisco terminates for Your uncured material breach, You will pay Your Approved Source all unpaid fees through the end of the then-current Suite Term for all Purchased Suites terminated.

## 4 Delivery, Tax, and Customs

- 4.1 **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 ("Hardware") will be made available to You and Your Affiliates at the address provided with the purchase order for the Hardware. For purchases of Hardware You must use the EA Tool during the setup of Your Cisco Enterprise Agreement.
- 4.2 **Embedded Software.** During the Suite Term, for Purchased Suites that include Embedded Software, the value of Embedded Software may be deducted from the purchase price of the related Hardware from Cisco to Your Approved Source. 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 and related duties. 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

- 5.1 **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.
- 5.2 **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. When validly assigned or transferred, these EA Program Terms will bind and inure to the benefit of the parties and their successors and assigns.
- 5.3 **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

Term	Meaning
<b>Add-On</b>	An optional Software, Cloud Services, and Services offering that is available as an additional add-on purchase to an underlying Suite, as described in the Buying Program Offer Descriptions.
<b>Applicable Terms</b>	The EA Program Terms, Enrollment Descriptions, EUIF and End User Terms, as described in Section 1.2.
<b>Cisco EA Tool</b>	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 and Use of the Suites and Add-Ons; and (ii) access information about the EA Program.
<b>EA Commitment</b>	The initial Entitlement under Your Initial EA Order, (ii) additional Entitlements associated with subsequent purchases of Suites and Add-Ons, and (iii) increases in Use.
<b>Embedded Software</b>	Software that is delivered on newly purchased Hardware.
<b>End User Terms</b>	As specified in the Enrollment Descriptions: (i) For Cisco Software and Cloud Services, the <a href="#">General Terms</a> (including applicable Offer Descriptions), or equivalent written agreement between You and Cisco for accessing and using Software and Cloud Services; and (ii) For Services, the applicable <a href="#">Service Descriptions</a> .
<b>Enrollment</b>	A standardized grouping of Suites and optional Add-Ons. Cisco DNA, Cisco Data Center, Cisco Security Choice, Cisco Meraki, Cisco Services, and Cisco Collaboration Flex Plan each represent an Enrollment
<b>Enrollment Description</b>	The description of EA Program features applicable to the Software, Cloud Services and Services in an Enrollment.
<b>Entitlement</b>	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).
<b>EUIF</b>	The End User Information Form for the Purchased Suite.
<b>Meter</b>	The unit of measurement for Use of the Suites and Add-Ons. The applicable Meters are set forth in the Enrollment Descriptions.
<b>Participating Affiliates</b>	Your Affiliates whose Meter counts are included on the EUIF.
<b>Services</b>	Maintenance, technical assistance, or other support for the Software and Cloud Services in a Purchased Suite.
<b>Suite</b>	A defined combination of Software, Cloud Services, and Services made available under the EA Program.
<b>Suite Start Date</b>	With respect to each Purchased Suite, the earliest date any Software, Cloud Services and Services in the Purchased Suite is available for Your Use.
<b>Use</b>	To download, install, activate, provision, enable, or otherwise access or have available Suites and Add-Ons under the EA Program.
<b>You or Your</b>	The individual or legal entity purchasing the Software, Cloud Services, and Services under the EA Program, as identified in 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 EA 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	
<b>Full Legal Name of the End User Organization (e.g., company, government entity)</b>	
<b>Address of End User’s principal place of business</b>	

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



### 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"> <li><input type="checkbox"/> Cisco Collaboration Webex Suite Enterprise Agreement</li> <li><input type="checkbox"/> Cisco Collaboration Webex Customer Experience Essentials</li> <li><input type="checkbox"/> Cisco Collaboration Flex Plan Meetings Enterprise Agreement</li> <li><input checked="" type="checkbox"/> Cisco Collaboration Flex Plan Calling Enterprise Agreement</li> <li><input type="checkbox"/> Cisco Collaboration Flex Plan for Education Meetings Enterprise Agreement</li> <li><input type="checkbox"/> Cisco Collaboration Flex Plan for Education Calling Enterprise Agreement</li> <li><input type="checkbox"/> Cisco Collaboration Flex Plan Enterprise Agreement for Public Sector</li> <li><input type="checkbox"/> Cisco Collaboration Webex for Government Webex Suite Enterprise Agreement</li> <li><input type="checkbox"/> Cisco Collaboration Flex Plan Enterprise Agreement - Webex for Government</li> <li><input type="checkbox"/> Cisco Collaboration Enterprise Agreement Webex for Defense</li> </ul>

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



# 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	End User Terms	Meter
<b>Cisco Collaboration Webex Suite</b>	Webex Meetings	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	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 Customer Experience Essentials	Cloud Service		
	Webex Events (formerly "Socio")	Cloud Service	Cisco Webex Events OD; General Terms	

Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Webex Customer Experience Essentials</b>	Webex Customer Experience Essentials	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker

Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Flex Plan Meetings Enterprise Agreement</b>	Cisco Meeting Server	Software	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker
	Webex Meetings	Cloud Service		
	Webex App	Cloud Service		



Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Flex Plan Calling Enterprise Agreement</b>	Webex App	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker
	Webex Calling or Webex Calling Dedicated Instance	Cloud Service		
	Webex Customer Experience Essentials	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	End User Terms	Meter
<b>Cisco Collaboration Flex Plan for Education Meetings Enterprise Agreement</b>	Cisco Meeting Server	Software	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker; Student
	Webex Meetings	Cloud Service		
	Webex App	Cloud Service		

Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Flex Plan for Education Calling Enterprise Agreement</b>	Webex Calling	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker
	Cisco Unified Communications Manager On-Premises Calling	Software		

Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Flex Plan Enterprise Agreement for Public Sector</b>	Webex Meetings - Webex for Government	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker
	Cisco Unified Communications Manager Cloud for Government Calling	Cloud Service		

Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Flex Plan Enterprise Agreement - Webex</b>	Webex Meetings - Webex for Government	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker



<b>for Government</b>	Webex Calling - Webex for Government	Cloud Service		
	Cisco Unified Communications Manager Cloud for Government Calling	Cloud Service		
	Cisco Unified Communications Manager On-Premises Calling	Software		
	Webex App - Webex for Government	Cloud Service		
	Webex Webinars - Webex for Government	Cloud Service		

Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Webex for Government Webex Suite Enterprise Agreement</b>	Webex Meetings - Webex for Government	Cloud Service	Cisco Collaboration Flex Plan OD; General Terms	Deployed Knowledge Worker
	Webex Calling - Webex for Government	Cloud Service		
	Webex App - Webex for Government	Cloud Service		
	Cisco Unified Communications Manager Cloud for Government	Cloud Service		
	Cisco Unified Communications Manager On-Premises Calling	Software		
	Webex Webinars - Webex for Government	Cloud Service		

Suite	Licenses	License Type	End User Terms	Meter
<b>Cisco Collaboration Enterprise Agreement Webex for Defense</b>	Cisco Meeting Server	Cloud Service	Cisco Collaboration Webex for Defense OD; General Terms	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**” only applies to Cisco Collaboration Webex Suite that includes Cisco Webex Calling (A-FLEX-EA-SUITE) and is not applicable to other Suites in Your Enrollment (e.g., Cisco Collaboration Webex Customer Experience Essentials, Webex Suite including On-Premises Unified Communications Manager Calling or Webex Suite for FedRAMP).

“**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 the 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 2.5(a)(2)).

For Cisco Collaboration Flex Plan:

The Growth Allowance for the Cisco Collaboration Flex Plan is 20%. During the Suite Term, You may Use 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 and Cisco Collaboration Webex Customer Experience Essentials:

The Growth Allowance for each of the Cisco Collaboration Webex Suite and Cisco Collaboration Webex Customer Experience Essentials is 15%. During the Suite Term, You may Use 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.