These Cisco WebEx Messenger Service Supplemental Terms ("Cisco WebEx Messenger Service Terms") are hereby incorporated into the applicable WebEx service terms to which Subscriber has agreed (the “Agreement”). The Cisco WebEx Messenger Service Terms apply only to Cisco WebEx Messenger Service, and not to any other WebEx services. All capitalized terms in this document that are not defined herein shall have the meaning ascribed to them in the Agreement and/or the applicable Order Form, if any, and all other terms defined therein are incorporated herein by reference. In the event of a conflict between the Agreement and the Cisco WebEx Messenger Service Terms, the Cisco WebEx Messenger Service Terms shall govern.

1. **Software.** In order to use the Services, Subscriber may be required to download and install certain WebEx software (“Software”). In addition, Software shall include any Cisco software provided to Subscriber with the WebEx software, and any upgrades, updates, bug fixes or modified versions thereto. WebEx hereby grants to Subscriber a limited, personal, non-exclusive, non-transferable, non-sublicensable license to use the Software as part of the Services in accordance with the terms of this Agreement. Subscriber may not use the Software for anything other than as intended by WebEx, and in conjunction with Subscriber’s lawful use of the Services. Subscriber may not use the Software in an attempt to, or in conjunction with, any device, program or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction. All rights not expressly granted by WebEx are hereby reserved. Subscriber agrees that Subscriber will not take any action to interfere with WebEx’s ownership of or rights in the Software. Subscriber agrees that, unless otherwise expressly permitted in this license, or by law, Subscriber will not: (i) reproduce, republish, display, frame, download (except as expressly authorized herein), distribute, or transmit the Software; (ii) redistribute, encumber, sell, rent, lease, loan, sublicense, assign, or otherwise transfer rights to the Software; (iii) modify or create any derivative works based on the Software, including customization, translation, or localization; (iv) copy, reproduce, reuse in another product or service, modify, alter, or display in any manner any software or files, or parts thereof, included as part of the Software; (v) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the Software, or in any way ascertain, decipher, or obtain the communications protocols for accessing the Software, or the underlying ideas or algorithms of the Software (e.g., in an effort to develop other applications or services that provide similar or substitute or complimentary functionality to the Services); (vi) create or use any software other than as authorized by WebEx to access the Software; (vii) attempt to gain unauthorized access to the Software or to any account, application, platform, computer system or network associated with the Software; (viii) use the Software in any way that violates this Agreement, or any other agreements to which Subscriber is a party, or any law; and (ix) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the Software or associated with the Services.

2. **Implementation of Cisco WebEx Messenger Service.** Subscriber has three options for implementation of the Cisco WebEx Messenger Service (“Implementation Services”) Subscriber may:
   a. elect to utilize WebEx’s online self-service Implementation Services, comprised of online material, documentation, and other online tools, at no additional cost; or, in the event that Subscriber determines that it is in need of live assistance,
   b. make separate arrangements for Implementation Services with a third party service provider; or
   c. contact WebEx’s Advanced Services team directly at advancedservicessalesteam@cisco.com for assistance and at rates and terms made available under separate agreement.

WebEx does not warrant the accuracy, reliability, completeness, usefulness, non-infringement, or quality of any Implementation Services and hereby disclaims all express and implied warranties, including any implied warranties of merchantability or fitness for a particular purpose, relating to such Implementation Services. WebEx shall not be liable or responsible in any way for any losses or damage of any kind, including lost profits or other indirect or consequential damages, relating to Implementation Services.

3. **Installation and Use of Third Party Services/Applications.** The Services and Implementation Services may allow Subscriber to evaluate and use third-party applications and/or services, including, but not limited to, third party federated instant messaging (IM) products or networks (“Third Party Offerings”). Subscriber’s use of Third Party Offerings will be governed by terms Subscriber must accept during the installation or registration process. Questions about the terms should be addressed directly to the Third Party Offering provider. Third Party Offerings may involve the exchange of data with the Services. WebEx is not responsible for Subscriber’s data outside of the Services or for modifications or deletions of Subscriber’s data made by third parties or their Third Party Offerings. If Subscriber has questions or concerns about the processing or handling of Subscriber’s data by Third Party Offering providers, Subscriber shall contact those providers directly. Subscriber bears all risks associated with using or relying upon Third Party Offerings. WebEx does not guarantee performance or reliability of any Third Party Offering. WebEx and the Third Party Offering provider do not warrant the accuracy, reliability, completeness, usefulness, non-infringement, or quality of any Third Party Offerings and hereby disclaims all express and implied warranties, including any implied warranties of merchantability or fitness for a particular purpose, relating to such Third Party Offerings. WebEx and the Third Party Offering provider shall not be liable or responsible in any way for any losses or damage of any kind, including lost profits or other indirect or consequential damages, relating to Subscriber’s use of or reliance upon any Third Party Offering. WebEx has no obligation to treat Third Party Offerings as a WebEx offering, as if the Third Party Offerings had been purchased directly from WebEx. WebEx may offer limited assistance to the Customer in the implementation of and confirmation that a Third Party Offering is operating as designed. This assistance is provided as a professional courtesy to the Customer. The Customer may accept or disregard the offer of assistance. WebEx disclaims any liability or responsibility for these Third Party Offerings or any information or advice provided by WebEx in relation thereto. WebEx reserves the right to refuse to provide and information or assistance in regards to these Third Party Offerings, at its discretion.

4. **Use of AOL Screen Names or Network.** Subscriber’s use of a user identification or screen name issued by AOL LLC or its affiliates (collectively, “AOL”) or Subscriber’s use of the AOL network is governed by the AOL Network Registered User Terms of Service located at http://legal.aol.com/TOS/.