

Offer Description: Cisco Webex Contact Center

This Offer Description describes the offer-specific terms of Cisco Webex Contact Center ("Cloud Service") made available by Cisco to our customers and their authorized users. Your use of Webex Contact Center, as well as Cisco APIs and digital channels, as described in Exhibits A and B below, respectively, is governed by this Offer Description and the Cisco End User License Agreement located at www.cisco.com/go/eula(or similar and applicable terms existing between You and Cisco)("Agreement"). Capitalized terms used in this Offer Description and not otherwise defined herein have the meaning given to them in the Agreement.

If You purchase Webex Contact Center as part of the Collaboration Flex Plan Contact Center, your use of Webex Contact Center is governed by the Agreement and the Cisco Collaboration Flex Plan Contact Center Offer Description. A current version of that Offer Description can be found here. This Offer Description only relates to Your subscription to Webex Contact Center as a standalone Service.

1. Description

Webex Contact Center is a subscription-based service hosted in Cisco's cloud that provides a unified contact center experience across all major communication channels.

When You subscribe to the Cloud Service, Named Agents or Concurrent Agents buying models are available for Your buying needs. Only one of the buying models can be selected. Your subscription allows Agents to be purchased as either standard or premium Agents or a mix of both.

2. Supplemental Terms and Conditions

2.1. Support

For the duration of Your subscription, You are entitled to "Basic Support" described in the <u>Services Description for Cisco Software Support Services, which includes</u> unlimited 24x7 access to technical support in English for break/fix issues via phone, web, or email within one business day for lower-severity cases, and within a 60-minute initial response time for severity 1 and 2 cases, access to the knowledge base, as well as all Software updates and upgrades during the Usage Term. Enhanced and Premium Support is also available at an additional cost. For more information about Basic, Enhanced, and Premium Support, see the <u>Services Description for Cisco Software Support Services</u>.

2.2. Geographic Terms and Restrictions

Webex Contact Center is available in the following countries. If Webex Contact Center is not available in a country, purchases will be restricted:

Region	Country
EMEAR	Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Ireland, Italy, Jordan, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Russia, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, United Arab Emirates, United Kingdom
Americas	Argentina, Brazil, Canada, Chile, Colombia, Ecuador, Mexico, Peru, United States of America
APJC	Australia, Japan, New Zealand, Indonesia, Malaysia, Philippines, Singapore, South Korea, Thailand, Vietnam

^{*}WFO and Speech-enabled IVR unavailable in Japan

^{**}Webex Contact Center bundled with PSTN only available in the United States and Canada.

3. Data Protection

The <u>Webex Contact Center Privacy Data Sheet</u> describes the Personal Data that Cisco collects and processes as part of the delivery of Webex Contact Center. For further details on how Cisco processes, uses and protects all categories of data, please visit <u>Cisco's Security and Trust Center</u>.

EXHIBIT A: API Access and Use

1. Definition

For purposes of this Exhibit A, "API Accessible Data" means all data attributable to You (including, without limitation, Registration Information, Host and Usage Information, and Agent and User Generated Information), all as described in the Webex Contact Center Privacy Data Sheet, that is accessible by You via the Cisco APIs (as defined below).

2. License Grant and Conditions

- 2.1. If you are provided access to the Cisco Media, Data or other Cloud Service Application Programming Interfaces ("Cisco APIs"), Cisco grants You a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access, use and make calls to Cisco APIs solely during the Usage Term for the sole purpose of updating, creating, retrieving, or deleting API Accessible Data and voice recordings associated with the Cloud Service, and developing business reporting, integrations and/or implementations to Your business requirements with third-parties for consumer services.
- 2.2. In addition to the conditions of use set forth in Section 3 of the EULA, You shall not use, or allow others to use, the Cisco APIs to: (a) substantially replicate and compete with the underlying Cloud Service; (b) collect, share, resell, store, or in any way transmit API Accessible Data; (c) disable, disrupt, circumvent, interfere with, or otherwise violate the security of any Cisco product, service, or user; or (d) access any application, system, service, computer, data, account, or network without authorization. Cisco may immediately terminate Your Use of the Cloud Service if You do not comply with any part of this Section 2.2.

3. Indemnity

You agree to indemnify, defend, and hold harmless Cisco and its officers, directors, affiliates and permitted assigns (a) for Your failure to obtain all consents required under applicable law to access API Accessible Data, or (b) if Your use of API Accessible Data was illegal, improper and/or violated a third party's privacy rights or otherwise caused injury and/or damage to a third party.

4. Limitation of Liability

In addition to the provisions set forth in Section 9 of the EULA, the Cisco APIs are provided "AS-IS" and Cisco shall have no liability in connection with or relating to Your (i) use of the Cisco APIs, (ii) failure to obtain any and all necessary consents from third parties to access and/or retrieve API Transmitted Data, and (iii) use, protection, and/or processing of API Accessible Data obtained through access to the APIs.

EXHIBIT B: Digital Channels Access and Use

1. Definitions

For purposes of this Exhibit B, "Digital Channels Data" means all data attributable to You (including, without limitation, Registration Information, Host and Usage Information, and Agent and User Generated Information), all as described in the Webex Contact Center Privacy Data Sheet, that is exchanged through a Digital Channel(s).

"Digital Channel(s)" means third-party digital messaging platforms and applications, as may be generally made accessible by the Cloud Service, for use in connecting end users to contact center agents. Examples of Digital Channels includes, but is not limited to, WhatsApp, Apple Business Chat, Facebook Messenger (each, a "Social Media Digital Channel"), and SMS, web chat and email.

2. Acknowledgement and Conditions

If You opt-in to utilize one or more Social Media Digital Channels, You acknowledge and represent that You:

- have read all Social Media Digital Channel(s) terms of service from the applicable third party Social Media
 Digital Channel provider for use of such Social Media Digital Channel for Your commercial purposes
 (collectively "Digital Channel Terms");
- **b.** are subject to the Digital Channel Terms;
- c. understand that, by enabling Your contact center agents, employees, and contractors to communicate with end users via the Social Media Digital Channel(s), the third party Social Media Digital Channel platform and application provider(s) have unfettered access to any Digital Channels Data exchanged through the applicable Social Media Digital Channel, and may use that information for the purposes detailed in the applicable Digital Channel Terms; and
- d. are fully responsible for (a) informing end users that the third party Social Media Digital Channel(s) platform and the application provider have access to whatever Digital Channels Data is exchanged via the applicable Social Media Digital Channel(s), (b) informing Your contact center agents, employees and contractors that the Social Media Digital Channel has access to whatever Digital Channels Data is provided and (c) whatever Digital Channels Data You choose to exchange via the applicable Social Media Digital Channel(s).

3. Additional Terms

- a. Geographic Terms and Conditions: Social Media Digital Channels are only available where those services are made available by their provider. SMS digital channel is available in countries where Cisco or the underlying provider have obtained any required regulatory authorization. Cisco is authorized (or not required to obtain authorization) to provide regulated telecommunications service in Austria, Belgium, Canada, France, Germany, Ireland, Netherlands, Spain, Sweden, United Kingdom, and United States.
- b. Access Suspension: In addition to any other rights or remedies Cisco may have, Cisco shall be permitted to suspend Your access to the Cloud Service via the Digital Channel(s) if Cisco has a reasonable and good faith belief that such access (a) will cause Cisco to violate the laws in the applicable territory, or (b) is being used in a manner that violates the Digital Channel Terms.
- c. Indemnity: You agree to indemnify, defend, and hold harmless Cisco and its officers, directors, affiliates and permitted assigns from and against all third-party claims, suits, demands and actions from allegations

- that Your exchange of Digital Channels Data via the Digital Channel(s) was illegal, improper and/or violated a third party's privacy rights or otherwise caused injury and/or damage to a third party.
- d. Disclaimer of Warranty: Cloud Service access via Digital Channels is provided "AS IS" with all faults, without warranty of any kind. To the maximum extent permitted by law, all express and implied conditions, representations, and warranties including, without limitation, any implied warranty or condition of merchantability, fitness for a particular purpose, non-infringement, satisfactory quality, non-interference, and accuracy, are hereby excluded and expressly disclaimed by Cisco. Cisco does not warrant that such access via Digital Channels is suitable for customer's use, will operate properly with customers applications, is accurate or complete, or is without error or defect.
- e. Limitation of Liability: In addition to the provisions set forth in Section 9 of the EULA, Cisco shall have no liability in connection with or relating to Your (i) failure to obtain any and all necessary consents from third parties to access and/or process Digital Channels Data via the Digital Channels, and (ii) use, protection, and/or processing of Digital Channels Data processed through Digital Channel(s).