

# Offer Description: Cisco Collaboration Flex Plan Contact Center

This Offer Description (the "Offer Description") describes Cisco Collaboration Flex Plan Contact Center (the "Flex Plan" or the "Cisco Technology"). Your subscription, as well as your use of Cisco APIs and digital channels, as described in Exhibit A and Exhibit B below, respectively, is governed by this Offer Description and the Cisco End User License Agreement located at <a href="www.cisco.com/go/eula">www.cisco.com/go/eula</a> (or similar terms existing between You and Cisco) (the "Agreement"). If capitalized terms are not defined in this Offer Description, then they have the meaning given to them in the Agreement or order(s).

#### 1. Description

With the Flex Plan, You can choose a Cisco-hosted Cloud Service, licensed Software for on-premises or partner-hosted solutions, and You can mix and flexibly migrate from one deployment model to another. Your subscription allows Agents to be purchased as either standard or premium Agents or a mix of both.

The following Cisco Technology is available as a subscription under the Flex Plan:

- a. Cisco Webex Contact Center ("Webex Contact Center") and Cisco Webex Contact Center Enterprise ("Webex Contact Center Enterprise") are Cisco-hosted cloud deployments that provide unified contact center experiences across all major communication channels.
- b. Unified Contact Center Enterprise ("UCCE"), Packaged Contact Center Enterprise ("PCCE") and Unified Contact Center Express ("UCCX") are on-premises Software deployments. UCCE offers maximum flexibility and customization and is suited for service providers, outsourcers, and large enterprise companies. PCCE provides an enterprise-class, prepackaged contact center solution based on UCCE. Packaged PCCE runs on a single server, with a second server required for redundancy purposes. UCCX is intended for both formal and informal contact centers in small to medium sized businesses and enterprise branch deployments.
- c. Cisco Hosted Collaboration Solution for Contact Center ("HCS-CC") is a Cisco-partner hosted deployment. HCS-CC is designed for customers with small to large contact centers and is integrated with Cisco Hosted Collaboration Solution, so customers can access multiple applications and services on one platform. HCS-CC can be deployed using either the UCCE or UCCX platforms.

## 2. Supplemental Terms and Conditions

#### 2.1. License Model Terms

The Flex Plan allows You to purchase the applicable Cisco Technology in a Concurrent Agent or Named Agent buying model during Your subscription term. "Concurrent Agent" means the maximum quantity of Contact Center users that are simultaneously logged-in to use the Cisco Technology. "Named Agent" means a unique Contact Center user who logs in to the Cisco Technology during the measurement period described in the Documentation.

## 2.2. Support

Except as set forth in this Section 2.1, for the duration of Your subscription, You are entitled to 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 ("Basic Support"). Basic Support includes access to the knowledge base, as well as all Software updates and upgrades during the Term. Solution and Premium Support are also available at an additional cost. For more information about Basic and Premium Support, see the <u>Services Description for Cisco Software Support Services</u>. For more information about Cisco Solution Support, see <u>Cisco Solution Support</u>. For Webex Contact Center Enterprise, all Basic Support will be provided to You from Your Cisco- authorized reseller from whom you purchased the solution.

## 2.3. Geographic Terms and Restrictions

#### a. Webex Contact Center

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, Saudi Arabia, Slovakia, Slovenia, South Africa, South Sudan, Spain, *Sweden, Switzerland, United Arab Emirates, *United Kingdom
Americas	Argentina, Aruba, Bahamas, Belize, Bermuda, Brazil, *Canada, Cayman Islands, Chile, Colombia, Costa Rica, Curacao, Dominican Republic, Ecuador, El Salvador, Guatemala, Honduras, Jamaica, Mexico, Nicaragua, Panama, Peru, Puerto Rico, Trinidad and Tobago, *United States of America
APJC	Australia, Indonesia, Japan, Malaysia, New Zealand, Philippines, Singapore, South Korea, Thailand, Vietnam

<sup>\*</sup>Countries where Webex Contact Center bundled with PSTN is available.



## b. Webex Contact Center Enterprise

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

Region	Country
EMEAR	Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lichtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom
Americas	Canada, United States of America
APJC	Australia, Hong Kong, Malaysia, New Zealand, Philippines, Singapore

## 3. Data Protection

The <u>Cisco Webex Contact Center Privacy Data Sheet</u> and the <u>Cisco Webex Contact Center Enterprise Privacy Data Sheet</u> describe the Personal Data that We collect and process as part of the delivery of the applicable service. We do not process data for on-premises and partner-hosted deployments of CCE, PCCE, CCX or HCS-CC, as applicable. For further details on how We process, use and protect 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 or, as applicable, the Webex Contact Center Enterprise 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 Application Programming Interfaces for use with Your subscription ("Cisco APIs"), We grant 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, 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 Cisco product or 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 subscription if You do not comply with any part of this Section 2.2.

## 3. Disclaimer and Limitation of Liability

In addition to the provisions set forth in Section 9 of the EULA, The Cisco APIs are provided "AS-IS" without warranty of any kind. Cisco shall have no liability in connection with or relating to Your failure to obtain the necessary consents from third parties to access and/or retrieve Your data, and the use, protection, and/or processing of API Accessible Data, both 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 <u>Cisco Webex Contact Center Privacy Data Sheet</u> or, as applicable, the <u>Webex Contact Center Enterprise Privacy Data Sheet</u>, 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 through Your subscription, for use in connecting end users to contact center agents. Examples of Digital Channels include, but are 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:

- a. have read all applicable Social Media Digital Channel(s) terms of service from the applicable third-party Social Media Digital Channel provider ("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) may have 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 responsible for (a) informing end users that the third party Social Media Digital Channel(s) platform and the application provider have access to whatever 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 the following countries:

Region	Country
EMEAR	Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Saudi Arabia, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Arab Emirates, United Kingdom



Americas	Argentina, Aruba, Bahamas, Belize, Bermuda, Canada, Cayman Islands, Colombia, Curacao, Dominican Republic, El Salvador, Guatemala, Jamaica, Puerto Rico, Trinidad and Tobago, United States of America
APJC	Australia, Malaysia

- b. Access Suspension: In addition to any other rights or remedies Cisco may have, Cisco shall be permitted to suspend Your subscription to the applicable 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. Disclaimer and Limitation of Liability: Cloud Service access via Digital Channels is provided "AS IS" without warranty of any kind. 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).