



## Offer Description – Product

### Webex Assist

This Offer Description is part of the [General Terms](#) or similar terms existing between You and Cisco (e.g., the End User License Agreement) (the “**Agreement**”). Capitalized terms, unless defined in this document, have the meaning in the Agreement. Any references to the Supplemental End User License Agreement or SEULA mean Offer Description.

#### 1. Summary

Webex Assist (the “**Product**”) is a cloud-based video calling application that enables your customer service experts to conduct secure and high-quality real-time video interactions with your customers. Video calls can be undertaken in one click from a web browser, on any device, without having to install anything. Your service experts can do both appointment-based interactions as well as ad-hoc interactions using the Product, and your customers could join the video appointment from the appointment link sent to them via SMS/email/other means. The Product can be used for several use cases such as but not limited to telemedicine appointments, remote visual assistance, road-side assistance, virtual showrooming, virtual surveying and inspection, high-value customer service.

The Product provides several purpose-built tools to help your service experts to assist your customers such as:

- Secure audio/video calling
- Two-way web chat
- File-sharing
- Screen-sharing
- Remote-camera controls – switch camera, flash, zoom
- On-screen annotation & live pointer
- Real-time translation
- Call recording
- Photo Snapshots
- Geo-location capture
- Appointment notifications
- Virtual waiting area for customers
- Pre-call device diagnostic tests.

The Product also provides comprehensive analytics and audit data about the appointment, and RESTful APIs to facilitate integrations with different third-party software systems.

#### 2. Support and Other Services

**Support.** You will have access to Cisco.com, which provides helpful technical and general information about Cisco products, as well as access to Cisco's on-line knowledge base and forums. Please note that access restrictions identified by Cisco from time to time may apply.

If you have access to Software with the Product, Cisco will provide (a) work-around solutions or patches to reported problems and (b) major, minor and maintenance releases of the licensed Software version, which

can be accessed on Cisco Software Central. You may be required to update to the latest Software release to correct a reported Software problem.

### 3. Performance Standards

**Service Level Agreement.** This Product is subject to the Standard Level support terms described in the Service Level Agreement (“SLA”) attached to this Offer Description. You may purchase Gold Level support, also described in the SLA, at an additional cost.

The service levels and performance measures contained in the SLA will be reviewed throughout the Agreement period, against business needs and expectations. Where appropriate and by joint written agreement, the Standard and Gold Level SLAs and their associated measures may be altered during the Use Term.

### 4. Data Protection

**Privacy Data Sheet.** The [Webex Assist Privacy Data Sheet](#) describes the Personal Data that Cisco collects and processes as part of delivering the Product.

### 5. Special Terms

5.1 **Your Obligations.** You will:

- (A) Set up the necessary communications link and provide test information in the format required by Cisco from time to time; and
- (B) obtain all necessary permissions, licenses, and consents to use the Content and will maintain such permissions, licenses and consents during the Use Term.

5.2 **License to Cisco.** You grant to Cisco a non-transferable, royalty-free, world-wide license for the Use Term to use any Content and intellectual property rights solely for the purposes of providing the Product.

5.3 **Disclaimer of Warranty.** Product access via 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 your use, will operate properly with your applications, is accurate or complete, or is without error or defect.

**Cisco will use commercially reasonable efforts to comply with any times and dates you or a user choose for message delivery.**

5.4 **Suspension.** In addition to any other rights or remedies Cisco may have, Cisco is permitted to suspend Your access to the Product via the Channel(s) if such suspension is required by a Channel.

5.5 **Restrictions on Use by Minor Children.** Webex Assist is not intended for use by persons younger than the age of consent in their relevant jurisdiction (e.g., 13 years old in the United States under the US Children’s Online Privacy Protection Act of 1998, or 16 or 13 years old in the European Union as per Member State law) (“Minor Children”). Minor Children are not permitted to create an account to use the Product, and You will not authorize Minor Children to access the Product.

5.6 **Geographic Restrictions.** In accordance with global telecommunications law and regulations, the Product is currently available in the countries set out in the table below. SMS is available in countries where Cisco or the underlying provider have obtained any required regulatory authorization. If the Product is not available in a country, purchases will be restricted.

Region	Country
EMEA	Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Israel, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Qatar, Romania, Saudi Arabia, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, United Arab Emirates, United Kingdom.
Americas	Argentina, Aruba, Bahamas, Belize, Bermuda, Canada, Cayman Islands, Columbia, Curacao, Dominican Republic, Jamaica, Puerto Rico, Trinidad and Tobago, United States of America.
APJC	Australia, Hong Kong, Japan, New Zealand, Taiwan.

(A) The Product is hosted and operated in Ireland or the United Kingdom when the Product is provided to any country listed in the “EMEAR” or “APJC” regions above. If You request a different hosting location, and Cisco can accommodate the request, additional lead time may be required.

(B) The Product is hosted and operated in the United States when the Product is provided to any country listed in the “Americas” regions above. If You request a different hosting location, and Cisco can accommodate the request, additional lead time may be required.

5.7 **Fees.** The Approved Source may increase the fees for the Product during the Use Term on 30 days written notice to You or Your Partner if any mobile operators (carriers, operators and/or aggregators, Channels) and/or third parties engaged by Cisco to provide the Product increase their pricing.

5.8 **Limitation of Liability.** In addition to the limits set forth in the Liability section of the Agreement, Cisco will not be liable for any damages in connection with or relating to:

(A) Any actions or omissions of the Channel in respect to the delivery or suspension of Messages;

(B) Your failure to obtain necessary consents from third parties to access and/or process Digital Channels Data; and

(C) Use and/or processing of Digital Channels Data processed through the Channel(s).

5.9 **Channels Access and Use.** If You use one or more Channels, You acknowledge and represent that You:

(A) Understand the Channels have access to any Digital Channels Data exchanged through the applicable Channel; and

(B) Are fully responsible for informing your customers that the Channel(s) have access to (i) whatever Digital Channels Data is exchanged via the applicable Channel(s) and (ii) the Digital Channels Data You choose to exchange via the applicable Channel(s).

#### 5.10 Definitions

**“Digital Channel(s)”** means third-party digital messaging platforms and applications, as may be generally made accessible by the Product, for use in sending Messages to third parties. Examples of Digital Channels includes, but is not limited to, SMS, web chat and email.

**“Digital Channels Data”** means all data attributable to You (including, without limitation, Registration Information, Host and Usage Information and User Generated Information), all as defined and described in the [Webex Assist Privacy Data Sheet](#), that is exchanged through a Channel.

**“Channel”** means an operator of any public communication or messaging system as set out in the order, including Digital Channels.

**“Content”** means any textual, aural or visual material You supplied (whether directly, indirectly or from any third party) to be used in Messages You send through the Platform and/or Channels or that are sent on Your behalf.

**“Messages”** means a communication containing Content either sent by You to Cisco for onward delivery to third parties or sent by third parties to Cisco for onward delivery to You via the Platform and/or Channel(s) in each case in the form appropriate to the Channel.

**“Platform”** means Cisco’s interface, which enables Messages to be sent and received by You via the Channels.

**“SMS”** means the short message service operated by a Channel.



# Service Level Agreement

## Webex Assist

This Service Level Agreement (“**SLA**”) applies to Webex Connect as set out in the [Offer Description](#). If capitalized terms are not defined in this SLA, then they have the same meaning as under the Offer Description.

### 1. Service Level

Cisco will use commercially reasonable efforts to deliver the Product so that it meets or exceeds the performance standards (“**Service Level**” and “**SLA Targets**”) described below.

#### 1.1 Availability

##### (A) Standard Level

Service Level	During each Measurement Period, the Availability of the Product will be 99.5% or greater
Measurement Period	One calendar month and to 2 decimal places.

##### (B) Gold Level

Service Level	During each Measurement Period, the Availability of the Product will be 99.95% or greater
Measurement Period	One calendar month and to 2 decimal places.

##### (C) Non-Qualifying Outages (Standard and Gold Levels). Time associated with the following factors and events shall be excluded from any Service Availability calculation:

- (1) Time associated with Scheduled Downtime;
- (2) Factors outside of Cisco’s control or outside the scope of the Cloud Service, such as inadequate bandwidth or network failures external to Cisco data centers, either at one of Your sites, or between the Your site and Cisco data centers, or issues caused by You or Your Cisco Partner’s network or Your PSTN connection, or any impairment of the Cloud Service caused by Your Cisco Partner and/or You;
- (3) Issues with external integrations (including those created using Cisco APIs) or related to third-party software or services specific to You;
- (4) Delays with posting, inline viewing, downloading or sharing of files;
- (5) Performance degradation with certain features, such as search or report generation;
- (6) Beta or trial versions of the Product;
- (7) Any events or factors considered Force Majeure; or
- (8) Issues that otherwise resulted from Your breach of the Offer Description or Agreement.

### 1.2 Reliability (Standard and Gold Level)

Description	Measures the reliability of the Product in terms of the numbers of incidents by Priority Level.
Measure	Number of Priority Level Incidents over a time period (priority 1 being highest in the list).
SLA Target	S1 = Priority Level 1 incidents (Not more than 1) S2 = Priority Level 2 incidents (Not more than 3)
Frequency	Measured over a calendar month.

### 1.3 Incident Resolution (Standard and Gold Level)

Description	Measures the ability to return the Product to a fully operational state or to respond effectively to requests for advice and guidance.
Measure	Number of Priority Level Incidents exceeding Incident Resolution Time.
SLA Target	Priority Level 1 (None to exceed) Priority Level 2 (Not more than 2) Priority Level 3 (Not more than 3) Priority Level 4 (Not more than 4)
Frequency	Measured over a calendar month.

### 1.4 Incident Response (Standard and Gold Level)

Description	Incidents will be handled promptly, professionally, and appropriately. Cisco support will contact You within the response times set out below.
Metric	Total responses outside incident response time.
SLA Target	R1 = Priority Level 1 – None R2 = Priority Level 2 – Not more than 1 R3 = Priority Level 3 – Not more than 2 R4 = Priority Level 4 – Not more than 3
Frequency	Measured over a calendar month.

## 2. Incident Management

### 2.1 Incident Prioritization (Standard and Gold Level)

Priority Level	Business Impact Summary
Priority Level 1	
Critical	A complete outage where the Product cannot be accessed, affecting more than 75% of Users.
Priority Level 2	
Major	Product-affecting or partial outage, including intermittent failures, affecting more than 50% of Users.
Priority Level 3	
Minor	Minor impact on system functions or affecting only single Users. No direct impact on full-service availability.
Priority Level 4	
Low	Low impact on the Product or system functions.

**2.2 Incident Handling (Standard and Gold Level).** Cisco's Support team is responsible for actively monitoring, detecting and resolving faults within the Cloud Service. Cisco operates a trouble ticketing system recording all the Incidents reported by You or Cisco's Support team. You will be provided with a ticket number and regular updates at agreed intervals in the Incident handling and rectification

process. Cisco will use reasonable efforts to restore the Product within the resolution times provided below. Once a Priority Level 1 Incident has been resolved, Cisco will, upon Your request, provide a Root Cause Analysis report, within 5 business days of resolution, including a description of the cause, impact and action taken to remedy the Incident.

### 2.3 Incident Contact Details (Standard and Gold Level)

Region	Hours	Name	Tel	Email
EMEA	24x7 Operations Department	Operations	+44 1494 750600	<a href="mailto:operations@imimobile.com">operations@imimobile.com</a>
North America	24x7 Operations Department	NOC NA	+1 855 324 0970	<a href="mailto:noc-na@imimobile.com">noc-na@imimobile.com</a>
APJC	24x7 Operations Department	VNOC	+91 403 085 8626	<a href="mailto:vnoc@imimobile.com">vnoc@imimobile.com</a>

### 2.4 Incident Response Times

#### (A) Standard Level

Priority Level	Response Time
1	30 minutes
2	1 hour
3	6 hours
4	1 business day

#### (A) Gold Level

Priority Level	Response Time
1	15 minutes
2	1 hour
3	6 hours
4	1 business day

### 2.5 Incident Resolution Times

#### (A) Standard Level

Priority Level	Resolution Time
1	8 hours
2	24 hours
3	1 business week
4	Next release

#### (B) Gold Level

Priority Level	Resolution Time
1	4 hours
2	8 hours
3	3 business days
4	1 week

**2.6 Disaster Recovery (Gold Level).** In the event of a disaster incident impacting the Product, the following objectives will apply to the recovery of service.

Objective	Measure
Recovery Time Objective	< 5 Minutes
Recovery Point Objective	< 1 Day

**2.7 Escalations.** In the event that Cisco is not meeting target resolution times or an incident is of a particularly sensitive nature, please refer to the escalation path provided in your welcome letter.

### 3. Definitions

**“Availability”** is calculated as follows and converted into a percentage.

$$\frac{\text{Total Service Time} - \text{Total Outage Time}}{\text{Total Service Time}}$$

**“Incident”** means an event that causes an interruption to, or a reduction in, the quality of the Product.

**“Incident Response Time”** means the length of time it takes for Cisco to provide You with an initial response once an Incident has been logged by You.

**“Incident Resolution Time”** means the time from when the initial Incident is reported to Cisco support to closure following satisfactory resolution of the Incident as determined by Cisco and excluding any periods during which the Incident clock was stopped.

**“Qualifying Outage”** means the time that the Product is not functioning as described in the Offer Description.

**“Recovery Point Objective”** means the amount of data loss between the Product becoming unavailable on one zone and the Product becoming available in the second zone.

**“Recovery Time Objective”** means the amount of time between an executive decision to invoke a disaster recovery event and the Product becoming available for use, based on the Product running across two availability zones in AWS.

**“Resolution”** means allowing use of the Product without noticeable degradation as described by the applicable Priority Level.

**“Scheduled Downtime”** means any downtime planned by Cisco and notified to You a minimum of 10 days in advance.

**“Total Outage Time”** means the aggregate total time for all Qualifying Outages during a Measurement Period (rounded upward to the nearest minute). To calculate Total Outage Time, each Qualifying Outage will:

- (A) Begin when Cisco logs an incident ticket based on our own identification of a Qualifying Outage or upon confirming a Qualifying Outage You report to Cisco; and
- (B) End when the Product is restored.

**“Total Service Time”** means the total number of minutes in a Measurement Period (calculated by multiplying 60 (minutes) by 24 (hours) by the number of calendar days in the Measurement Period).

**“Unscheduled Downtime”** means any downtime that has not been planned by Cisco in advance.