Offer Description: Cisco Webex Contact Center - Agency

This Offer Description (the “Offer Description”) describes Cisco Webex Contact Center purchased through Cisco Commerce Express (the “Cloud Service”). 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 Purchase and Use Terms located at https://www.cisco.com/c/dam/en_us/about/doing_business/legal/cisco-purchase-and-use-terms/cisco_purchase_and_use_terms.pdf (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

Cisco Webex Contact Center is a Cisco-hosted cloud deployment that provides unified contact center experiences across all major communication channels.

2. Supplemental Terms and Conditions

2.1. License Model Terms

The Cloud Service is available for Your subscription term in a Concurrent Agent or Named Agent buying model. “Concurrent Agent” means the maximum quantity of Contact Center users that are simultaneously logged-in to use the Cloud Service. “Named Agent” means a unique Contact Center user who logs in to the Cloud Service during the measurement period described in the Documentation.

2.2. Support

Except as set forth in this Section 2.2, 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 Services Description for Cisco Software Support Services. For more information about Cisco Solution Support, see Cisco Solution Support.

2.3. Geographic Terms and Restrictions

The Cloud Service is currently available only in the United States.

3. Data Protection

The Cisco Webex Contact Center Privacy Data Sheet describes the Personal Data that we collect and process as part of the delivery of the Cloud Service. For further details on how we process, use and protect all categories of data, please visit Cisco’s Security and Trust Center.
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 Application Programming Interfaces for use with Your subscription (“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, 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 Cisco Purchase and Use Terms, You will 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.

3. Disclaimer and Limitation of Liability

In addition to the provisions set forth in Section 8 of the Cisco Purchase and Use Terms, the Cisco APIs are provided “AS-IS” without warranty of any kind. Cisco will 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 Cisco 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 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. Access Suspension: Cisco can 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 any law(s) in the applicable territory, or (b) is being used in a manner that violates the Digital Channel Terms.

b. Disclaimer and Limitation of Liability: Your Cloud Service access via Digital Channels is provided “AS IS” without warranty of any kind. In addition to the provisions set forth in Section 8 of the Cisco Purchase and Use Terms, Cisco has 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).