Offer Description: Cisco Collaboration Flex Plan Contact Center

This Offer Description (the “Offer Description”) describes Cisco Collaboration Flex Plan Contact Center. Your subscription, as well as your use of 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 terms existing between You and Cisco) (the “Agreement”). Capitalized terms used in this Offer Description and not otherwise defined herein have the meaning given to them in the Agreement.

1. Description

The Cisco Collaboration Flex Plan allows You to purchase the Cisco contact center solutions described below under various deployment models in a Concurrent Agent buying model only during Your subscription term. With the Cisco Collaboration 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 contact center solutions are available as a subscription under the Cisco Collaboration Flex Plan:

(a) **Cisco Webex Contact Center (“Webex Contact Center”)** is a Cisco-hosted cloud deployment that provides a unified contact center experience across all major communication channels.

(b) **Cisco Webex Contact Center Enterprise (“Webex Contact Center Enterprise”)** is a Cisco-hosted cloud deployment for large enterprises that utilizes Unified Contact Center Enterprise technology.

(c) **Unified Contact Center Enterprise (“UCCE”), Packaged Contact Center Enterprise (“PCCE”) and Unified Contact Center Express (“UCCX”)** are on-premise deployments.

   • UCCE Software offers maximum flexibility and customization and is suited to offering customer care for service providers, outsourcers, and large enterprise companies.

   • PCCE Software 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 Software is intended for both formal and informal contact centers in small to medium sized businesses to enterprise branch deployments.

(d) **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 tap into 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. 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. Enhanced and Premium Support is also available at an additional cost. For more information about Basic, Enhanced, and Premium Support, see the Services Description for Cisco Software Support Services. For Webex Contact Center Enterprise, all Basic Support will be provided to You from Your Cisco-authorized reseller from whom you purchased the solution.

2.2. 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:

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

*WFO and Speech-enabled IVR unavailable in Japan
**Webex Contact Center bundled with PSTN only available in the United States and Canada.

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:

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

c. UCCE, PCCE, UCCX or HCS-CC

Geographic specific terms for UCCE, PCCE, UCCX or HCS-CC are set forth in the EULA.

3. Data Protection

The Webex Contact Center Privacy Data Sheet and the Cisco Webex Contact Center Enterprise Privacy Data Sheet describe the Personal Data that Cisco collects and processes as part of the delivery of the applicable service. Cisco does not process data for on-premise and partner-hosted deployments of CCE, PCCE, CCX or HCS-CC, as applicable. For further detail on how Cisco processes, uses and protects 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 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”), 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 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. 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 or as applicable, the Webex Contact Center Enterprise 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 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:

   a. 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 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. **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).