



## Offer Description – Product

# Cisco Collaboration Flex Plan Contact Center

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

With the Cisco Collaboration Flex Plan Contact Center (the “**Product**”), You can choose a Cisco-hosted Cloud Service or licensed Software for on-premises 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 Software and Cloud Services are available as a subscription under the Product:

- 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.
- 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, pre-packaged 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.

### 2. Support and Other Services

Your purchase of the Product includes Basic [Cisco Software Support Services](#). Solution and Premium Support are also available at an additional cost. For more information about Cisco Solution Support, see [Cisco Solution Support](#). For Webex Contact Center Enterprise, all Basic Support will be provided to You from Your Cisco-authorized reseller from whom you purchased the solution.

### 3. Data Protection

**Privacy Data Sheet.** The Privacy Data Sheets for [Cisco Webex Contact Center](#) and for [Cisco Webex Contact Center Enterprise](#) describe the Personal Data that Cisco collects and processes as part of delivering the Product. Cisco does not process data for on-premises deployments of UCCE, PCCE, or UCCX, as applicable.

### 4. Special Terms

**4.1 License Model Terms.** The Product allows You to purchase the applicable Software and Cloud Services 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 Product. “**Named Agent**” means a unique Contact Center user who logs in to the Product during the measurement period described in the Documentation.

Your Flex Plan Entitlement and corresponding payment obligations during the Usage Term are based on the total number of Committed Agents and Uncommitted Agents. “**Committed Agents**” are the monthly minimum number of committed Named Agents or Concurrent Agents in Your initial subscription and are billed at the Committed Agent rate. You may increase but not decrease the number of Committed Agents during the Usage Term by notifying Your Approved Source. “**Uncommitted Agents**” are additional Named Agents or Concurrent Agents that are not Committed Agents.

Your Approved Source will bill you every month for the Committed Agents at the Committed Agent rate regardless of your actual usage. Your Approved Source will bill You every month for the previous month’s number of maximum logged-in Uncommitted Agents at the Uncommitted Agent monthly rate. The relevant Committed Agent and Uncommitted Agent rates will be included in Your quote from Your Approved Source.

You can license certain additional products and features (“**Add-ons**”) including but not limited to Campaign Management and Workforce Optimization under the same committed and uncommitted terms as the Named Agents or Concurrent Agents in this Section 4.1. Your Approved Source will bill You for Add-ons monthly at the daily Uncommitted Agent rate unless You modify them to Committed Agent licenses, in which case the Approved Source will bill You the Committed Agent rate for those licenses for the remainder of the Usage Term.

#### 4.2 Geographic Terms and Restrictions

- (A) Webex Contact Center. Webex Contact Center is available in the countries identified in the table below. If Webex Contact Center is not available in a country, purchases will be restricted. Webex Contact Center bundled with Contact Center PSTN is available in the United States of America and Canada only.

Region	Country
<b>EMEAR</b>	Austria, Belgium, Bulgaria, Cameroon, Cote d’Ivoire, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Ghana, Georgia, Germany, Greece, Hungary, Iceland, India, Israel, Ireland, Italy, Jordan, Latvia, Lichtenstein, Lithuania, Luxembourg, Malta, Morocco, Netherlands, Nigeria, Norway, Poland, Portugal, Qatar, Romania, Saudi Arabia, Slovakia, Slovenia, South Africa, South Sudan, Spain, Sweden, Switzerland, Turkey, Uganda, United Arab Emirates, United Kingdom, Zambia
<b>Americas</b>	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
<b>APJC</b>	Australia, Indonesia, Hong Kong, Japan, Malaysia, New Zealand, Philippines, Singapore, South Korea, Taiwan, Thailand, Vietnam

- (B) Webex Contact Center Enterprise. webex Contact Center Enterprise is available in the countries identified in the table below. If Webex Contact Center Enterprise is not available in a country, purchases will be restricted.

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

- (C) Digital Channels. An SMS 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 countries identified in the table below. Third-party Social Media Digital Channels are only available where those services are made available by their provider.

Region	Country
<b>EMEAR</b>	Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Qatar, Romania, Saudi Arabia, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Arab Emirates, United Kingdom
<b>Americas</b>	Argentina, Aruba, Bahamas, Belize, Bermuda, Brazil, Canada, Cayman Islands, Colombia, Curacao, Dominican Republic, El Salvador, Guatemala, Jamaica, Mexico, Puerto Rico, Trinidad and Tobago, United States of America
<b>APJC</b>	Australia, Hong Kong, Malaysia, Japan, Taiwan
<b>Americas</b>	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
<b>APJC</b>	Australia, Hong Kong, India, Malaysia, Japan, Taiwan, Thailand

#### 4.3 API Access and Use

##### (A) License Grant and Conditions

- (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 Use 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) In addition to the conditions of use set forth in the Use Rights section of the Agreement, 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 4.3(A)(2).

- (B) **Disclaimer and limitation of liability.** In addition to the provisions set forth in the liability section of the agreement, 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.

#### 4.4 Digital Channels Access and Use

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

- (1) 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**”);
  - (2) are subject to the Digital Channel Terms;
  - (3) 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
  - (4) 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).
  - (5) are solely responsible for using any security- and compliance-related features and configurations that Cisco makes available to You, and for ensuring that Your use of Digital Channels complies with all data privacy, security, and regulatory obligations to which You and/or the Digital Channels Data may be subject.
- (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 11 of the Agreement, 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).

#### 4.5 Definitions

“**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).

“**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](#) or, as applicable, the [Webex Contact Center Enterprise Privacy Data Sheet](#), that is exchanged through a Digital Channel(s).

“**Digital Channel(s)**” means digital messaging platforms and applications, as may be generally made accessible through Your subscription, for use in communicating with end users, including connecting end users to contact center agents. Examples of third-party Digital Channels include, but are not limited to, WhatsApp, Apple Business Chat, Facebook Messenger (each, a “Social Media Digital Channel”), as well as SMS, web chat and email.