Offer Description: Webex Connect

This Offer Description (the **"Offer Description"**) describes Webex Connect (the **"Cloud Service"**). Your use of Webex Connect and the digital channels, is governed by this Offer Description and the Cisco End User License Agreement located at www.cisco.com/go/eula (the "**EULA**") (or similar terms existing between you and Cisco) (the **"Agreement"**). Capitalized terms used in this Offer Description and/or the order not otherwise defined herein have the meaning given to them in the Agreement.

1. Description

Webex Connect is a cloud communications platform that integrates communication channels and existing back-end business systems together to enable the orchestration and automation of all customer and employee interactions. Enterprise IT and developers can take advantage of an extensive portfolio of APIs, low-code tools, out-the-box controls, and prebuilt functionality to design smarter interactions and frictionless experiences across multiple channels, without having to re-engineer or make significant investments into existing or new back-end systems.

Webex Connect provides a RESTful unified messaging API that can be leveraged to engage customers across multiple channels. It supports messaging via the following methods:

1.1. Telco-based SMS and voice, with outbound connectivity to most countries and inbound connectivity in at least 85 countries;

1.2. IP-based messaging, including Facebook messenger, WhatsApp, WeChat, and Twitter;

1.3. Real-time messaging (RTM) powered by Android, Windows and iOS SDKs;

1.4. Push notifications to iOS, Windows and Android devices; and

1.5. Email.

The platform also provides APIs for Create Read Update and Delete operations on customer profiles and trigger events. SDKs that enable IP messaging and customer data collection are available for Android and iOS.

2. Supplemental Terms and Conditions

2.1. 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;

b. ensure that Users use the Cloud Service in accordance with the terms of the Agreement;

c. only permit such number of Users to use that part of the Cisco Software up to the Usage Limit;

d. ensure Content is not of a nature likely to bring Cisco or any Channel into disrepute or breach any applicable laws and regulations;

e. ensure You have obtained all necessary permissions, licenses and consents to use the Content and will maintain such permissions, licenses and consents during the Usage Term;

f. promptly notify Cisco and correct any error, omission or inaccuracy in the Content and promptly remove any Content or discontinue any use of the Cloud Service that may result in a breach by You and/or a User of the Agreement.

2.2. License to Cisco

You grant to Cisco a non-transferable, royalty-free, world-wide license for the Usage Term to use and transfer any Content and intellectual property rights solely for the purposes of providing the Cloud Service.

2.3. DISCLAIMER OF WARRANTY

CLOUD SERVICE 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.

2.4. Suspension

In addition to any other rights or remedies Cisco may have, Cisco is permitted to suspend Your access to the Cloud Service via the Channel(s) if Cisco has a reasonable and good faith belief that such access is being used in a manner that violates the Digital Channel Terms and such suspension is required by a Channel.

2.5. Restrictions on Use by Minor Children.

Webex Connect 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 Cloud Service, and You will not authorize Minor Children to access the Cloud Service.

2.6. Geographic Restrictions.

In accordance with global telecommunications law and regulations, the Cloud Service is currently available in the countries set out in the table below. Social Media Digital Channels are only available where they are made available by their providers. SMS is available in countries where Cisco or the underlying provider have obtained any required regulatory authorization. If the Cloud Service 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, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, South Africa, Spain, Sweden, United Kingdom.
Americas	United States of America, Canada
APJC	Australia

2.7. Fees

The Approved Source may increase the fees for the Cloud Service during the Usage 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 Cloud Service increase their pricing.

2.8. 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, actions, damages, losses, liabilities, costs and expenses (including reasonable legal fees) incurred by Cisco in respect of a breach of (a) Your obligations under the Agreement that results in the reimbursement of any regulatory fine and/or any penalties or charges imposed on Cisco by a Channel; and/or (b) the Digital Channel Terms.

2.9. Limitation of Liability

In addition to the limits set forth in Section 9 of the Agreement, Cisco will not be liable for any damages in connection with or relating to:

a. Your faulty receipt, suspension or failure in the distribution, delivery or suspension of Messages as a result of the acts or omissions of any Channel or by any third party, or for any reformatting, storage, editing or change to the Content or the Cloud Service by any Channel or any third party;

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 Digital Channel(s).

3. Digital Channels Access and Use - 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 that Social Media Digital Channel's terms 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 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 (i) informing your customers 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) and (ii) the Digital Channels Data You choose to exchange via the applicable Social Media Digital Channel(s).

4. Data Protection

The Cisco Webex Connect Privacy Data Sheet (available here) describes the Personal Data that Cisco collects and processes as part of the delivery of the Cloud Service. For further information on how Cisco processes, uses and protects all categories of data, please visit Cisco's Security and Trust Center.

5. Support & Maintenance

The Cloud Service includes standard level support, as described in the Standard Service Level Agreement ("**SLA**"). Additionally, Cisco offers the option to purchase a Gold SLA. The Standard and Gold SLAs are set out below. The SLAs and performance measures contained therein will be reviewed throughout the Agreement period, against business needs and expectations. Where appropriate and by joint written agreement, the SLAs and their associated measures may be altered during the Usage Term.

You will also 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 Cloud Services, Cisco will provide (i) work-around solutions or patches to reported problems and (ii) 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.

Standard SLA

Service Levels and Metrics

Service Availability	
Description	The service availability measurement is used to determine the availability of the Cloud Service.
Measure	Time Period – Scheduled Downtime – Unscheduled Downtime ---------- x 100 Time Period – Scheduled Downtime
SLA Target	99.5%
Frequency	To be measured over a calendar month and to 2 decimal places.

Exclusions. Time associated with the following factors and events shall be excluded from any Service Availability calculation:

- Time associated with Scheduled Downtime;
- 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;
- Issues with external integrations (including those created using Cisco APIs), or related to third-party software or services specific to You;
- Delays with posting, inline viewing, downloading or sharing of files;
- Performance degradation with certain features, such as search or report generation;
- Beta or trial versions of the Cloud Service;
- Any events or factors considered Force Majeure; or
- Issues that otherwise resulted from Your breach of the Offer Description or Agreement.

Reliability	
Description	Measures the reliability of the Cloud Service 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.

Incident Resolution	
Description	Measures the ability to return the Cloud Service 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.

Incident Response	
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.

Incident Management

Incident Prioritization

Priority Level	Business Impact Summary
Priority Level 1	
Critical	A complete outage where the Cloud Service cannot be accessed, affecting more than 75% of Users.
Priority Level 2	
Major	Cloud Service-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 Cloud Service or system functions.

Incident Handling

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 Cloud Service 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.

Incident Contact Details

Region	Hours	Name	Tel	Email
EMEAR	24x7 Operations Department	Operations	+44 1494 750600	operations@imimobile.com
North America	24x7 Operations Department	NOC NA	+1 855 324 0970	noc-na@imimobile.com
APJC	24x7 Operations Department	VNOC	+91 403 085 8626	vnoc@imimobile.com

Incident Response Times

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

Incident Resolution Times

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

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.

Gold SLA

Service Levels and Metrics

Service Availability	
Description	The service availability measurement is used to determine the availability of the Cloud Service.
Measure	Time Period – Scheduled Downtime – Unscheduled Downtime ---------- x 100 Time Period – Scheduled Downtime
SLA Target	99.95%
Frequency	To be measured over a calendar month and to 2 decimal places.

Exclusions. Time associated with the following factors and events shall be excluded from any Service Availability calculation:

- Time associated with Scheduled Downtime;
- 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;

- Issues with external integrations (including those created using Cisco APIs), or related to third-party software or services specific to You;
- Delays with posting, inline viewing, downloading or sharing of files;
- Performance degradation with certain features, such as search or report generation;
- Beta or trial versions of the Cloud Service;
- Any events or factors considered Force Majeure; or
- Issues that otherwise resulted from Your breach of the Offer Description or Agreement.

Reliability	
Description	Measures the reliability of the Cloud Service 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.

Incident Resolution	
Description	Measures the ability to return the Cloud Service 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

Incident Response	
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.

Incident Management

Incident Prioritization

Priority Level	Business Impact Summary
Priority Level 1	
Critical	A complete outage where the Cloud Service cannot be accessed, affecting more than 75% of Users.
Priority Level 2	
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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 Cloud Service or system functions.

Incident Handling

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 Cloud Service 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.

Incident Contact Details

Region	Hours	Name	Tel	Email
EMEAR	24x7 Operations Department	Operations	+44 1494 750600	operations@imimobile.com
North America	24x7 Operations Department	NOC NA	+1 855 324 0970	noc-na@imimobile.com
APJC	24x7 Operations Department	VNOC	+91 403 085 8626	vnoc@imimobile.com

Incident Response Times

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

Incident Resolution Times

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

Disaster Recovery

In the event of a disaster incident impacting the Cloud Service, the following objectives will apply to the recovery of service.

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

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.

6. Definitions

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.

Digital Channel(s) means third-party digital messaging platforms and applications, as may be generally made accessible by the Cloud Service, for use in sending Messages to third parties. Examples of Digital Channels includes, but is not limited to, Apple Business Chat, Facebook Messenger, WhatsApp (each, a "**Social Media Digital Channel**"), and 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 Connect Privacy Data Sheet , that is exchanged through a Digital Channel(s).

Incident means an event that causes an interruption to, or a reduction in, the quality of the Cloud Service.

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.

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.

Recovery Point Objective means the amount of data loss between the Cloud Service becoming unavailable on one zone and the Cloud Service 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 Cloud Service becoming available for use, based on the Cloud Service running across two availability zones in AWS.

Resolution means allowing use of the Cloud Service 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.

SMS means the short message service operated by a Channel.

Time Period means the total number of minutes in any calendar month.

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

Usage Limit means the number of employees etc. as may use any element of the Cisco Software to which such limit applies.