

# WEBEX CONTACT CENTER +

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#### 1. GENERAL

- 1.1 <u>Service Definition</u>. Webex Contact Center + (Webex CC) is a cloud-based multi-channel contact center solution that provides intelligent contact routing and workforce optimization with management tools and analytics. Customer must select (i) a Standard Concurrent Agent package (Standard Agent) or (ii) a Premium Concurrent Agent package (Premium Agent), and these can be combined.
- 1.1.1 **Requirements.** Customer must have a calling platform which can be a PBX or Webex Calling (which are ordered separately). If Customer uses their own PBX, then Customer is responsible for complying with all applicable regulations regarding emergency calling.
- 1.1.2 **Access Method.** Customer may access Webex CC through the Administrative Portal which allows administrators to (i) manage services and users, (ii) provision devices, (iii) view detailed analytics and reporting, and (iv) configure security and compliance polices.
- 1.1.3 **Feature Availability.** Feature availability is subject to change and additional features may be available beyond those listed below. Customer may confirm feature availability with Verizon after reviewing the following list of feature descriptions: <u>www.cisco.com/c/en/us/products/collateral/contact-center/webex-contact-center/datasheet-c78-742822.html</u>.
- 1.2 **<u>Standard Agent Features</u>**. The Standard Agent package provides the following features:
  - Intelligent skills-based routing and queuing
  - Browser-based agent desktop
  - Touch-tone Interactive Voice Response (IVR)
  - Voice callback
  - Web callback
  - Basic outbound (preview dialing)
  - Call Recording (with one month storage)
- 1.3 **Premium Agent Features.** The Premium Agent package provides all of the features of the Standard Agent package in addition to the following features:



- Multi-channel reporting and analytics
- Real-time and historical reports on data storage
- Email and web chat media
- Supervisor privileges (monitoring, barge-in, and coaching of all agents)
- 1.4 **Optional Features**. Customer may purchase the following features individually to add to either the Standard Agent or Premium Agent package.
  - Additional call recording storage
  - Campaign management (outbound campaigns)
  - Speech-to-text Conversion
  - Additional real-time and archive storage
  - Workforce Optimization (Webex WFO)

#### 1.5 **Customer Responsibilities**

- 1.5.1 **Outbound Communications.** Outbound communications require that Customer have a PBX or Webex Calling (each ordered separately). When Webex CC is used with such outbound communications, Customer is solely responsible for compliance with local requirements and regulations in each jurisdiction its supervisors, agents or end users, as applicable, are located in including but not limited to those regarding emergency calling, do not call lists, time restrictions for telemarketing calls, display of the legitimate number the customer is calling from, blocking spoofed calls, opt in/opt out obligations, anti-spam laws and content restrictions.
- 1.5.2 **Data Transfer.** Customer acknowledges and agrees that Customer Data may be transferred or stored outside the country where Customer and its end users are located, and Customer will comply with all applicable data transfer regulations in each country where Customer chooses to use Webex CC. If Customer or end users provide credit card information to Webex CC, then Customer retains responsibility for compliance with all applicable standards, including the Payment Card Industry Data Security Standards. The Federal Communications Commission requires that Verizon, as the software platform provider, not transmit calls which will violate the Telephone Consumer Protection Act.
- Call Recording and Monitoring. Customer will (i) obtain the consent of call participants prior to 1.5.3 recording a call, (ii) refrain from conditioning call continuation upon consent, (iii) provide the opportunity for call participants to not be recorded, (iv) allow for revocation of consent, (v) obtain the consent of its employees who will have their calls recorded, (vi) disclose the lawful purposes for the recording and only use the recording for such purposes, and (vii) ensure each call recording is deleted within appropriate timeframes, in each case, unless specifically exempted or having no obligation under applicable law or regulation. Verizon is not responsible for managing or deleting Customer's call recordings. Customer warrants that it complies with all data privacy and protection obligations with respect to call recording and call monitoring, including without limitation where Customer chooses to record calls for the purpose of workforce performance monitoring or assessment (e.g., Customer will consult all European Works Councils for operation of Webex CC for EU based Customer employees). Customer will ensure that recordings do not include any Personal Data (such as personal health information, bank account number, credit card number, or social security number) except as allowed or required by applicable law. Customer will indemnify and hold harmless Verizon from any claims related to a failure by Customer to fulfill its legal obligations regarding call recording and call monitoring. Account Security. Customer will maintain appropriate administrative, physical, and technical level of security regarding its account ID, password, antivirus and firewall protections, and connectivity with Webex CC. Customer shall be responsible for all Webex CC Charges using Customer's login credentials.

#### 2. SUPPLEMENTAL TERMS



- 2.1 **Disclaimer.** Verizon shall not be liable for (a) any choice by Customer relating to retention periods, access rights or use of any call recordings, (b) any content or information shared in Customer's call recordings or end-user communications, (c) any failure by Customer or its agents to use encryption, white noise or similar data protection tools that are offered by Verizon, and (d) any failure by Customer to comply with applicable law, including without limitation the privacy regulations applicable to securing and protecting Personal Data. Verizon intends that Personal Data not be stored within Webex CC, and Customer shall be solely responsible for preventing the retention of Personal Data in contravention of applicable law. To the extent Customer does store any Personal Data within Webex CC (including "personally identifiable information" and "protected health information" as defined in applicable laws), Customer does so at its own risk.
- 2.2 **Third Party Requirements.** Customer will abide by relevant third-party provider terms for software and services used in conjunction with Webex CC. Customer agrees to provide information reasonably requested by Cisco that may be needed to provision Webex CC. Other than with respect to Service Commitment and Early Termination Charges, the End User License Agreement (EULA) at the following URL will govern Customer's use of Webex CC:

www.cisco.com/c/en/us/about/legal/cloud-and-software/end user license agreement.html.

- Emergency Calling. Webex CC is not a voice service and can only be used to receive inbound calls and 2.3 make outbound calls, including emergency calls, when used with a PBX or Webex Calling. Webex CC does not automatically provide dispatchable location details which may result in a delay to access emergency services. Webex CC does not support emergency calling from wireless devices such as smart phones and other devices that provide native voice calling. End users must make emergency calls via their own separate device that is capable of reaching an emergency service provider. Customer is solely responsible for informing its end users about these emergency calling limitations. Customer's failure to do so may result in emergency calls being sent to the wrong location and thus delay or preclude emergency service response, which could result in injury or death.
- Protected Health Information (U.S. Only). Without having a Business Associate Agreement in place with 2.4 Verizon, Customer will not use Webex CC in a way that causes Verizon to create, receive, maintain, or transmit "protected health information" (PHI) that would make Verizon a "business associate" to Customer (as both terms are defined at 45 C.F.R. § 160.103). To the extent this prohibition is violated, Customer is fully responsible for the consequences. If Customer uses the call recording feature, then Customer will prohibit the discussion of PHI and delete any PHI references captured in a recording, to the extent required by applicable law.

#### 3. FINANCIAL TERMS

- General. Customer will pay the Charges for Webex CC specified in the Agreement, including any fees 3.1 arising from overages and requests submitted through an Administrative Portal. If Customer triggers any order through a Cisco portal, Customer is fully responsible for all Charges related to that order. For any Early Termination of Webex CC, Customer shall pay 100% of Charges that would have been payable for the remaining unexpired part of the Service Commitment. The basis for calculating the cost of certain features is set forth in Schedule 1 or in the Agreement. Customer will also pay the Charges specified at the following URL: www.verizon.com/business/service guide/reg/applicable charges toc.htm.
- Billing Commitment. Customer will be billed for the number of Concurrent Agents and Named Agents 3.2 identified in the applicable Order, regardless of whether there is any usage of Webex CC in the applicable billing period. If the Customer requests an increase in the number of Concurrent Agents or Named Agents, then subsequent billing periods will bill at such higher number, regardless of usage.



- 3.3 <u>Applicable Minimums</u>. Each time that Customer places an Order for Webex CC, Customer is committing to (i) a minimum number of Named Agents that will have the ability to access Webex CC, (ii) a maximum number of Concurrent Agents that can simultaneously use Webex CC before triggering additional Charges and (iii) a minimum period of time in which to have access to the Webex CC features identified in such Order. Customer is able to individually increase, but not decrease, the number of Named Agents and the number of Concurrent Agents identified in any Order. Customer is able to add Webex CC features, but any such addition will require an add Order so that the new features share the same Service Commitment. The Service Commitment will be the greater of (i) 12 months or (ii) the commitment set forth in the Order. Customer accepts that Webex CC does not auto-renew.
- 4. **DEFINITIONS.** In addition to those identified in the Master Terms, the following definitions apply to Webex CC along with the administrative charge definitions at the following URL: <u>www.verizon.com/business/service\_guide/reg/definitions\_toc\_2017DEC01.htm</u>.

Term	Definition
Administrative Portal	A website identified by Verizon that is accessible to the Customer-identified
	administrator.
Concurrent Agent	An individual user (regardless of role or permissions) who logs into Webex CC
	at any point during a billing period.
Named Agent	An individual user that is given permissioned access to Webex CC features (e.g.,
	Webex Workforce Optimization) at any point during a billing period.



## SCHEDULE 1

### Basis for Calculating Cost

Feature	Basis for Calculating Cost <sup>1</sup>	
Webex CC Concurrent Agent	Per Concurrent Agent	
Flex CC Speech-to-Text Conversion	Per minute of use rate	
Flex CC Text-to-Speech Conversion	Per minute of use rate	
Speech Based Intent Detection	Per minute of use rate	
Text Based Intent Detection	Per minute of use rate	
Additional IVR Port	Per port basis	
Campaign Management	Per Concurrent Agent	
Standard Recording Storage	30 Days included	
WFO Call Recording	Per Named Agent	
WFO Storage – Real Time and Archive	Per 50 GB increment	
Webex Workforce Optimization (WFO)	Per Named Agent	
Service Overage	Overage Charge <sup>2</sup>	
Concurrent Agent Overage	Per Concurrent Agent	
Additional IVR Port	Per port basis	
Campaign Management	Per Concurrent Agent	
Standard Recording Storage	Per hour per month after first 30 days	
Workforce Optimization (Webex WFO): Workforce Management	Per Named Agent	
Webex WFO: Quality Management	Per Named Agent	
Webex WFO: Workforce Optimization analytics	Per Named Agent	
Webex WFO: Workforce Optimization analytics with transcription	Per Named Agent	
Webex WFO:Bundle including Workforce Management, Quality Management, and Workforce Optimization bundle (with or without transcription)	Per Named Agent	
WFO Storage	Per Named Agent	
<ol> <li>Rate varies for either Standard Agent or Premium Agent.</li> <li>Overage charges are based on those exceeding the subscribed quantity.</li> </ol>		