

Vodafone Business Contact Center (Webex) Service Terms

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1. General

1.1 Service Summary: Vodafone Business Contact Center–Webex Service (the “**Service**”) is a Software-as-a-Service (SaaS) unified omnichannel contact center solution deployed and managed from the cloud and integrated with Cisco IP telephony platform for delivery of calls to/from contact center agents. Customer may integrate the service with their own Salesforce, Microsoft Dynamics or Zendesk CRM systems. In connection with the Service, Customer may purchase the following optional Service Elements: (a) Speech Enabled IVR ports; (b) Additional Recording Storage; (c) Campaign Management; (d) Work Force Optimisation (WFO) features (either a la carte or bundled); (e) enhanced or premium technical support, or (f) professional services. The term “**Service**” includes each Service Element.

1.2 Service Models: Customer will purchase the subscriptions for the Services under one of the models below as set out on the Customer Agreement or on an Order. Only one of the Service Models can be selected per Customer subscription.

1.2.1 Named Agent means a unique contact center User that logs in any given month to use the Service.

1.2.2 Concurrent Agent means the maximum quantity of contact center Users that are simultaneously logged in to use the Service.

1.3 Agent Features: Features available to agents within both Service Models are controlled by the agent type as set out below:

Agent Type	Features
Standard Agent	Provides essential functionality to voice-only call centers with typical or sophisticated needs. Standard Agent functionality includes browser based agent desktop, inbound and outbound voice, call recording, touch-tone IVR, web and voice call-backs, and standard CRM connectors.
Premium Agent	Includes all Standard Agent features and adds chat and email, Outbound progressive dialling, multi-channel reporting, analytics, and supervisor monitoring and barge-in for all types of agents.

Customer can purchase either Standard or Premium or a mix of both within any chosen Service Model.

2. Conditions of Use

2.1 Customer Prerequisites: Customer must provision and maintain the minimum requirements set out below (“**Customer Prerequisites**”) to receive Service. Vodafone is not responsible for any performance or non-performance issues with the Service caused by the Customer Prerequisites or Customer failing to comply with the Customer Prerequisites. If Customer fails to provision or maintain the Customer Prerequisites, Vodafone may terminate the Service and apply a Recovery Charge.

Parameter	Requirement
Network	Customer must ensure Users and Equipment (e.g. physical devices, PC, laptop, mobile or tablet based soft clients) have access to the internet and that its network capabilities conform to Webex network requirements as set out on Cisco’s online collaboration help site: https://help.webex.com/en-us/WBX000029031/Network-Requirements-for-Cisco-Webex-Cisco-Webex-Teams-and-Cisco-Jabber
Browser	Customer must ensure that any device running the Service conforms to the minimum hardware and software specification as set out at https://www.cisco.com/c/en/us/products/collateral/contact-center/webex-contact-center/datasheet-c78-742822.html#Supportedinternetbrowsers

2.2 Site Survey: Vodafone may require a Site Survey prior to delivery of a Service Element. Customer will permit Vodafone or its subcontractors to conduct Site Surveys as necessary and Customer will complete the required preparatory work as detailed in the Site Survey report.

2.3 Mandatory Accompanying Services: In order to receive the Service, Customer must also purchase from Vodafone under separate agreement and maintain the following “**Mandatory Accompanying Services**” (the terms and charges for the Mandatory Accompanying Services are not included in these Service Terms): **One Net Enterprise Cisco (VONE-C) service**. If Customer fails to purchase or maintain the Mandatory Accompanying Services, Vodafone may terminate the Service and charge Customer any applicable Recovery Charge.

2.4 Third Party Providers: Service Elements are provided by a Third Party Provider (Cisco) and Vodafone is authorised to sell the Service as an Approved Source (as defined in the Cisco Universal Cloud Agreement). Terms and conditions relevant to those Service Elements are set out in the Cisco Universal Cloud Agreement. The Cisco Universal Cloud Agreement incorporates a Cisco End User License Agreement and Cisco Webex Contact Center Offer Description. By entering the Customer Agreement, Customer agrees to comply with the Third Party Provider’s terms and conditions. If there are any conflicting terms in these Services Terms and the Third Party Provider’s terms, then the Third Party Provider’s terms take precedence in regards to Customer’s specific use of the Third Party Service Elements in the Service (except in respect of clauses 2.14 and 2.15 of these Service Terms, which take precedence). If Customer fails to accept the Third

Party's terms and conditions, Customer will not be able to access the affected Service Elements and Vodafone is excused from liability for failure to deliver.

2.5 API License: Where the Customer wishes to access its Customer Data via the Cisco API, the license terms as contained in the Extra Service Terms shall apply. Vodafone does not have access to any such Customer Data.

2.6 PSTN and IP Voice / Video Services

2.6.1 Customer acknowledges that the Service is not a public voice service. Customer and its Users shall not connect or seek to connect the Service to any public voice service, including the public switched telecommunications network (PSTN) or other voice or video services (e.g. voice over IP) unless Customer purchases such services from Vodafone or Customer is permitted to connect the Service to a PSTN in accordance with Applicable Law.

2.6.2 Where Customer, or Vodafone upon instruction from Customer, connects the Service to Customer's public voice service, Customer warrants that neither it nor its Users shall use the Service in a manner that would prevent the public voice service provider from complying with its regulatory obligations. In particular, the Customer shall not use the service in a manner that would prevent the public voice service provider from complying with its numbering and emergency calling obligations.

2.6.3 Customer agrees to cooperate with Vodafone and any public voice service provider to the extent required to comply with Applicable Law.

2.7 Emergency Calling: Customer acknowledges and agrees emergency calls and messages, such as to 999 or 112 and local equivalents, shall not be made through the contact center Service and that no such service is offered through the Service. Customer shall ensure that alternative arrangements are in place to enable the end-users to make emergency calls and messages.

2.8 Public Internet Service: Customer acknowledges that the Service is not a public Internet service. Customer and its Users shall not connect or seek to connect the Service to a public Internet service and/or enable the use of public Internet for any voice or video communication service (e.g. voice over IP), unless Customer purchases public internet service from Vodafone or Customer is permitted to connect the Service to a public internet service in accordance with Applicable Law.

2.9 Call Recording and Call Logging: Customer is solely responsible for compliance with all Applicable Laws in relation to the recording of communications. Customer warrants it will inform individuals and procure their consent to the recording of communication and/or logging of User activity as required by Applicable Law.

2.10 Customer Sites - Customer Obligations: For the purposes of preparing for and delivery of the Service, Customer agrees to: (a) have in place (or assist Vodafone to do so at Customer's cost) all third party consents necessary to allow Vodafone or its subcontractors to: (i) access Customer Sites, Equipment, and third party property; and (ii) install, configure or maintain Equipment on Customer Sites or third party property; (b) provide secure storage for Equipment sent to Customer Sites; (c) prepare Customer Sites in accordance with Vodafone's instructions; and (d) ensure that Customer Sites are safe and represent a suitable working environment; and (e) when possible, give Vodafone 10 Working Days' notice of any event (such as power disconnection) that will disrupt the Service or affect the Equipment.

2.11 Customer Sites - Vodafone Obligations: Vodafone will: (a) comply with any reasonable Customer Site access and security procedures disclosed to Vodafone in advance; and (b) deliver installation and maintenance work: (i) during Working Hours, when the work does not involve any suspension of the Service; or (ii) subject to additional charge notified to Customer in advance, outside of Working Hours if requested by Customer or if Vodafone is unable to deliver the works during Working Hours for reasons outside of Vodafone's control.

2.12 Security Obligations: Customer will: (a) take reasonable steps to limit misuse of or threat to the Service, Equipment, or Network; (b) notify Vodafone of any Customer security issues which are likely to materially adversely impact the Network; (c) not send or allow to be sent unsolicited bulk messages, content, posts or communications; (d) not engage in activities that adversely affect or interfere with the Network or any of its users; (e) address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls and (f) seek prior approval from Vodafone before running any security tests, vulnerability scans or penetration tests on Equipment or Services.

2.13 Authorised Users: Access by Customer to the Service and Equipment is limited to authorised Users. Vodafone will provide each authorised User with a user name, password, or other access information ("**User Details**"). Customer is responsible for: (a) the security of the User Details; (b) providing Vodafone with the identity of the authorised Users and keeping that information current; and (c) authorised Users' compliance with the Customer Agreement. Vodafone accepts no liability for any unauthorised or improper use or disclosure of any User Details. Customer is liable for all acts and omissions conducted using the User Details.

2.14 Freeze Period: Vodafone may delay the delivery of a Service Element during a Freeze Period. "**Freeze Period**" means: (i) the period generally from 1 December to 15 January each year; and (ii) any period involving a significant spike in Network usage.

2.15 Applicable Laws: Vodafone and Customer shall respectively comply with all Applicable Law.

3. Equipment

Equipment: Customer must have Equipment that meets Vodafone's specifications on the Customer Site to use the Service.

4. Data Protection

4.1 Vodafone is the Data Controller for any personal data that is provided by Customer for the purpose of providing access to the Service. Vodafone is the Data Processor for any personal data uploaded by Customer and any Users while using this Service. Vodafone's Data Protection Terms when Vodafone is Data Processor apply, including local terms, as applicable. Third Party Provider's privacy terms available at <https://www.cisco.com/c/en/us/about/legal/privacy-full.html> apply to Personal Data.

- 4.2 Vodafone Processes User Personal Data as set out at in the Data Table available at www.vodafone.com/business/vge-customer-terms.
- 4.3 Customer is aware that there may be Applicable Laws regarding the duty to inform Users or obtain their consent to the recording and storage of calls, messages, files shared between Users and other items. Customer will ensure and warrants:
 - 4.3.1 Compliance with these Applicable Laws, including without limitation any applicable local laws where Users are located;
 - 4.3.2 That Users are made aware that those data processing activities are taking place; and
 - 4.3.3 That it has obtained any consent required from Users regarding the collection, storage and processing of any data or information carried out in connection with the Service prior to requesting Vodafone to make available the Service to such Users.

5. Support and Delivery Services

- 5.1 **Support Service:** Vodafone will provide Customer with Support Service for the Service Elements ordered by Customer.
- 5.2 **Support Parameters:** Support Service is available in English only. Support Service is available as shown below:

Support Service	Service Cover Period
Incident Management for Priority 1 & 2 Incidents	24/7
Incident Management for Priority 3 & 4 Incidents	Working Hours
Service Request Fulfilment	Working Hours

Incidents may be reported at any time during the Service Cover Period; however, Incident Resolution will only occur during Working Hours for Priority Level 3 and 4 Incidents.

- 5.3 **Contact:** Customer must appoint primary and secondary points of contact responsible for accessing the Support Service and communicating with Vodafone during the relevant Service Cover Period. Customer will inform Vodafone, and keep Vodafone up-to-date with the appointed individuals' identity and level of access.
- 5.4 **Conditions:** Customer will: (a) reimburse Vodafone for reasonable expenses associated with other actions taken when Customer has reported an Incident caused by an Excluded Event; and (b) permit Vodafone to interrupt the Service to resolve a Priority Level 1 or 2 Incident (or the Incident will be downgraded to a Priority Level 3 Incident).
- 5.5 **Planned Works:** Vodafone may temporarily interrupt the Service to carry out Planned Works. Vodafone will notify Customer in advance of any Planned Works. "Planned Works" means planned Vodafone-initiated changes to the Service or Equipment (for example, to carry out essential maintenance or upgrades).
- 5.6 **Agreed Delivery Date:** Vodafone will provide Customer with the delivery date of a Service Element ("Agreed Delivery Date") and use reasonable endeavours to deliver the Service Element by the Agreed Delivery Date. If Customer requests a change before delivery of the Service Element, Vodafone will either adjust or cancel the applicable Order subject to any Recovery Charge and/or amend the Agreed Delivery Date, as applicable.
- 5.7 **Service Commencement Date:** Vodafone will perform its standard testing procedure for the Service. When Vodafone considers that the standard testing criteria have been met, Vodafone will make the Service available to Customer or notify Customer that the Service is ready for use ("Service Commencement Date").
- 5.8 **Correction:** Customer must notify Vodafone within 5 Working Days of the Service Commencement Date if the Service does not materially conform to the standard testing criteria and provide sufficient supporting details. Upon receipt of notification, Vodafone will take reasonable action to meet the standard testing criteria.
- 5.9 **Expedited Delivery:** When requested by Customer, Vodafone will use reasonable efforts to meet an expedited Agreed Delivery Date (subject to additional Charges). Service Levels do not apply to an expedited delivery date.

6. Service Commencement

Service Level: The Service Commencement Date for a Service Element will be on or before the Agreed Delivery Date unless Customer requests a change in Services prior to the Agreed Delivery Date.

7. Service Availability

- 7.1 **Calculation:** Percentage Availability is calculated as:

$$(A - B)/A \times 100$$

"A" equals the number of whole minutes in the Monthly Measurement Period.

"B" equals the number of whole minutes of Downtime in the Monthly Measurement Period.

- 7.2 **Service Levels:** Vodafone shall use commercially reasonable efforts to achieve the Service Levels set forth in the table below in any Monthly Measurement Period.

Service Type	Service Availability (Percentage or P)
Core Services (Voice services only)	99.99%
Non-voice Channels (Chat and email)	99.9%
WFO	99.9%
Speech IVR	99.9%

Service Type	Service Availability (Percentage or P)
Management Portals	99.9%
Advance Reporting & Analytics	99.9%
Call Recording	99.5%

7.3 Excluded Events: The Service Levels will not apply in respect of the month during which the Service is first activated. Vodafone is not responsible for failure to meet Service Level if the Service Level is affected by an Excluded Event.

7.4 Priority of Incidents: The following Priority Level definitions apply to the Service:

Priority Level	Priority Level
1	The Service is unavailable or down or there is a critical impact to a significant element of Customer's business operation.
2	The Service is degraded or significant aspects of Customer's business operation are negatively impacted by unacceptable software performance.
3	Service is impaired, although most business operations remain functional.
4	Service has intermittent functionality or performance issue, or information is required. There is little or no impact to Customer's business operation.

8. Incident Resolution Times

8.1 For Priority Level 1 and 2 Incidents, the Incident Resolution Time is calculated as the number of whole hours between the time Vodafone issues a Trouble Ticket and the time Vodafone confirms to Customer that the Incident is resolved.

8.2 Incident Response Time is determined by the level of support purchased by Customer. Basic support is included as part of the Service. If Customer purchases Enhanced or Premium support, the Incident Response Times below apply.

Priority Level	Incident Response Time		
	Basic	Enhanced	Premium
1	1 hour	30 minutes	15 minutes
2	1 hour	30 minutes	15 minutes
3	-	2 Working Hours	1 Working Hour
4	-	2 Working Hours	1 Working Hour

9. Definitions

9.1 Applicable Law means law, regulation, binding code of practice, rule, order or requirement of any relevant government or governmental agency, professional or regulatory Authority, each as relevant to (i) Vodafone in the provision of the Service and/or (ii) Customer in receipt of the Service or carrying out of its business.

9.2 Availability means the percentage of time the Service is available for use in a Monthly Measurement Period calculated as set out the Service Availability Service Level.

9.3 Authority means those governments, agencies, courts of law, and professional and regulatory authorities including National Regulatory Authorities ("NRAs") that supervise, regulate, investigate, or enforce Applicable Law.

9.4 Charges means the charges or fees set out in the Customer Agreement, the Order or Price Lists.

9.5 Cisco API means the Cisco Media Application Programming Interface as defined in the Extra Service Terms for API License.

9.6 Customer means the Party receiving Service under the Customer Agreement.

9.7 Customer Agreement means an agreement for purchase of Services signed by both Parties.

9.8 Customer Data shall have the meaning as set out in the Extra Service Terms for API License.

9.9 Customer Equipment means Equipment not owned by Vodafone that is used with the Service. Equipment sold by Vodafone to Customer is Customer Equipment.

9.10 Customer Group means Customer and any company that controls, is controlled by, or is under common control with Customer. For this purpose, control means having the beneficial ownership of more than 50% of the issued share capital, or the legal power to direct the general management of the company in question, at or after the date of the Customer Agreement (and **Customer Group Company(ies)** or **CGC** has a corresponding meaning).

9.11 Customer Site(s) means the Customer's premises that Vodafone must access to provide the Service or the location where the Service is to be provided.

9.12 Data Protection Terms means the terms regarding data protection in the General Terms, or if those General Terms are not applicable, the Data Protection Terms found at www.vodafone.com/business/vge-customer-terms.

9.13 Downtime means the period of time, measured in minutes, in which the Service is not Operational, as verified by Cisco using server monitoring software.

- 9.14 Equipment** means the hardware and related software Customer must have to use the Service.
- 9.15 Excluded Event** means an Incident caused by: (a) or during scheduled maintenance; (b) another Vodafone service purchased under a separate Customer Agreement; (c) non-Vodafone-supplied power, Customer Equipment, non-maintained structured cabling or other systems or networks not operated or provided by Vodafone (including an Incident relating to consumption of services over the internet); (d) the negligence, act, or omission of Customer or a third-party not within Vodafone's direct control; (e) Customer's delay or non-performance of any of Customer obligations set out in the Customer Agreement; (f) Customer's request to modify or test a Service Element; (g) a Force Majeure event or Service suspension that is permitted under the Customer Agreement; (h) the inability or refusal by a Third Party Provider to provide access circuit at a Customer Site; (i) a configuration change during implementation; (j) Service components not hosted or managed by Vodafone or its Third Party Provider; (k) Customer's use of Service after Vodafone has advised Customer to modify its use of the Service and the Customer fails to do so; and (l) a service failure at any other Customer Site.
- 9.16 Extra Service Terms** means the additional terms that apply to certain Service Elements ordered by Customer.
- 9.17 Force Majeure** means any circumstances, events, omissions, or accidents beyond the reasonable control of a Party, and that could not have been avoided by due diligence, that prevent that Party or its Third Party Providers from performing any or all of its obligations (excluding the obligation to pay Charges).
- 9.18 General Terms** means the General Terms or master agreement identified in the Customer Agreement.
- 9.19 Incident** means an unplanned interruption to or a reduction in the quality of the Service, or a failure of a Service configuration item, and does not include Planned Works.
- 9.20 Incident Management** means the end-to-end management of Incidents by Vodafone.
- 9.21 Monthly Measurement Period** means the period from the Service Commencement Date up to the end of the calendar month and then each calendar month thereafter (save for the last month that will end upon the termination date of the Service).
- 9.22 Network** means the communications network and the equipment and premises that are connected to the network that are used by Vodafone and Vodafone Group Companies.
- 9.23 Operational** means that Users will have access to Service for the purposes set forth in clause 7.2 (Service Availability Levels).
- 9.24 Order** is defined in the relevant Customer Agreement.
- 9.25 Party or Parties** means the parties to the Customer Agreement.
- 9.26 Price List** means Vodafone's standard pricing in the relevant territory at the applicable time.
- 9.27 Recovery Charge** means any amount payable by Customer for early termination or failure to meet commercial commitments as set out in the Customer Agreement.
- 9.28 Service Element** means the individual components of the Service including optional services if applicable.
- 9.29 Service Level(s)** means the service levels that apply to the provision of the Service as set out in these Service Terms.
- 9.30 Site Survey** means a survey of a Customer Site to assess whether (in Vodafone's opinion) the existing infrastructure is sufficient to provide the Service at that Customer Site.
- 9.31 Third Party Provider** means a third party contracted by either Vodafone or Customer that provides a Service Element or that provides service that connects to the Service. Third Party Providers may include members of the Vodafone Group.
- 9.32 Trouble Ticket** means a record of an Incident with a unique reference allocated to it that is used for all subsequent updates and communications.
- 9.33 User** means an end user of the Services who must be a permanent or temporary employee or sub-contractor of Customer.
- 9.34 Vodafone** means the member of the Vodafone Group that is a Party to the Customer Agreement.
- 9.35 Vodafone Equipment** means Equipment supplied by Vodafone for Customer's use.
- 9.36 Vodafone Group** means: (a) Vodafone Group Plc, Vodafone, and any company that Vodafone Group Plc owns (directly or indirectly) 15% or more of the issued share capital; and (b) any partner listed on the "Where we operate" page in the "About" section at www.vodafone.com (and **Vodafone Group Company(ies)** or **VGC** has a corresponding meaning).
- 9.37 Working Day** means on Monday to Friday inclusive, but excluding public holidays in the country where the Service is delivered from.
- 9.38 Working Hours** means the hours between 0900 and 1700 (local time) on a Working Day.

Vodafone Business Contact Center (Webex) - Extra Service Terms for Cisco API License

1. Structure

- 1.1** These Extra Service Terms form part of the Service Terms for the Vodafone Business Contact Center (Webex) Service when Customer wants to access its Customer Data via the Cisco API. If there is a conflict between them, these Extra Service Terms will supersede the Vodafone Business Contact Center (Webex) Service Terms, but only for Cisco API.

2. Conditions of Use

- 2.1 License Grant:** Subject to the terms and conditions of the Agreement and this Addendum, Cisco hereby grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sub licensable license to access, use and make calls to the Cisco Media Application Programming Interface (the "**Cisco API**") solely during Customer's subscription to Cisco

Webex Contact Center. This license is for the sole purpose of updating, creating, retrieving, or deleting Customer Data and voice recordings associated with Cisco Webex Contact Center, and developing business reporting, integrations and/or implementations to business requirements with third-parties for consumer services.

- 2.2 Conditions:** Customer shall not use the Cisco API to: (a) substantially replicate and compete with the underlying Cisco Webex Contact Center; (b) collect, store, or transmit confidential, sensitive, or protected data or information except as expressly authorized herein; (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. Customer shall not use the Cisco API in any way that violates or is inconsistent with the Agreement or this Addendum (for more information, please visit: www.cisco.com/go/terms). Failure to comply with any part of this section constitutes a material breach of this Addendum and, in addition to any other right or remedy, would entitle Vodafone and/or Cisco to terminate the license and usage hereunder without notice in the event of such breach.
- 2.3 Ownership:** The Cisco API, in whole or in part, in all forms, is the sole and exclusive property of Cisco. This Addendum does not grant Customer permission to use any trade names, trademarks, service marks, or product names of Cisco. If Customer provides any feedback to Cisco regarding the Cisco API, Customer agrees that Cisco, its suppliers, and its customers shall be free to use and incorporate such feedback into the Cisco API and Cisco products and services without restriction, payment, or additional consideration of any kind. If Customer initiates or participates in any litigation against Cisco, its partners, or its customers (including cross-claims and counter-claims) alleging that the Cisco API or its use infringe any patent, copyright, or other intellectual property right, then all rights granted to Customer under this Addendum shall terminate immediately.
- 2.4 Customer Data Access and Consent:** Customer represents and warrants that it has obtained any and all consents required under applicable law to access Customer Data via the Cisco API and otherwise has all legal right and permissions to access such Customer Data. Once Customer has accessed and retrieved any Customer Data, Customer acknowledges that it is solely responsible for its further use, security, handling and processing, and that Cisco's liability for such Customer Data shall be limited as set forth in Section 2.6 and 2.7 below.
- 2.5 Indemnity:** Customer will indemnify, defend, and hold harmless Cisco and its officers, directors, affiliates and permitted assigns (collectively, the "Indemnified Parties") from and against all third-party claims, suits, demands and actions brought against any of the Indemnified Parties or tendered to any of the Indemnified Parties for defense and/or indemnification (collectively "Claims"), and for all damages, settlement amounts, costs and liabilities, (including reasonable attorney and professional fees (collectively "Losses")) incurred by the Indemnified Parties that result or arise from Claims, which in whole or in part, directly or indirectly, allege that: (i) Customer breached the warranty set forth in Section 2.4; (ii) Customer's use of Customer Data was illegal, improper and/or violated a third party's privacy rights or otherwise caused injury and/or damage to a third party. Cisco will promptly notify Customer in writing of any Claim that Cisco believes is covered by this Section. Cisco may employ counsel at its own expense to assist it with respect to any such Claim, and if such counsel is necessary because Customer does not assume control of the defense, Customer will bear the reasonable expense of such counsel.
- 2.6 DISCLAIMER OF WARRANTY:** CISCO PROVIDES THE CISCO API "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 THE CISCO API IS SUITABLE FOR CUSTOMER'S USE, WILL OPERATE PROPERLY WITH CUSTOMERS APPLICATIONS, IS ACCURATE OR COMPLETE, OR IS WITHOUT ERROR OR DEFECT.
- 2.7 LIMITATION OF LIABILITY :** CISCO SHALL HAVE NO LIABILITY IN CONNECTION WITH OR RELATING TO (i) CUSTOMER'S USE OF THE CISCO API, (ii) CUSTOMER'S FAILURE TO OBTAIN ANY AND ALL NECESSARY CONSENTS FROM THIRD PARTIES TO ACCESS AND/OR RETRIEVE CUSTOMER DATA, (iii) FOR CUSTOMER'S USE, PROTECTION, AND/OR PROCESSING OF CUSTOMER DATA, AND (iv) FOR INCIDENTAL, SPECIAL AND CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR ANY LOSS OF USE, DATA, INFORMATION, PROFITS, BUSINESS, OR GOODWILL, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 3. Definition.**
- 3.1 Customer Data:** means all data belonging to Customer (including, without limitation, Registration Information, Host and Usage Information, and Agent and User Generated Information, all as described in the Cisco Webex Contact Center Service Privacy Data sheet set forth at <https://trustportal.cisco.com/c/dam/r/ctp/docs/privacydatasheet/collaboration/cisco-customer-journey-privacy-data-sheet.pdf>, that are accessible by Customer via the Cisco API.