

GENESYS CHOICE TERMS AND CONDITIONS

This Genesys Choice Terms and Conditions and the documents referenced herein (**the “Agreement”**) contain the terms and conditions that govern your access and use of the Genesys Choice components. The Agreement is entered into by the Parties to the Services Order and will allow you or the entity that you represent (**“You,” or “Your”**) to order Genesys Choice services from Us. The Services Order is entered into by the Genesys entity identified therein (**“Us,” “We,” “Our” or “Genesys”**).

Agreement. The Agreement consists of this cover page, the Terms and Conditions, the Schedules and any Services Orders and SOWs executed during the Term of this Agreement:

- Schedule A: Support & SLAs For Cloud Services
- Schedule B: Security Policy for Cloud Services
- Schedule C: Subscription Software License Terms (Private Edition)

This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter hereof, superseding all prior or contemporaneous agreements, representations, promises and understandings, whether written, electronic, oral or otherwise. Except as expressly provided herein, each party acknowledges and agrees that by executing the terms and conditions specified in this Agreement, (i) it is not relying upon any other statements, representations, warranties, promises, assurances or the like, (ii) no remedies are or will be available to a party with respect to the foregoing, and (iii) such remedies are unconditionally and irrevocably waived; provided, the foregoing shall not apply to any acts of fraud by a party.

Headings. Except as described in the “Region-specific and Country-specific Provisions” paragraph below, the headings of sections and paragraphs herein are included solely for reference purposes and shall not affect in any way the meaning or interpretation of the Agreement.

Region-specific and Country-specific Provisions. Unless otherwise indicated in the heading of the applicable section, all sections are applicable to You and Your Affiliates regardless of the country or region from which You or Your Affiliates access the Genesys Choice Components. Country or region-specific provisions shall be applicable to You and Your Affiliates when accessing the Genesys Choice Components Services from the referenced region or country.

BY EXECUTING THIS AGREEMENT, YOU REPRESENT AND AGREE THAT: (i) YOU ARE AUTHORIZED TO CONSENT TO THESE TERMS ON BEHALF OF THE ENTITY YOU REPRESENT; AND (ii) YOU CONSENT TO LEGALLY BIND THE ENTITY YOU REPRESENT TO THIS AGREEMENT. You further agree that this constitutes an electronic signature as defined under applicable law and that You have formed, executed, entered into, accepted the terms of and otherwise authenticated this Agreement and acknowledged and agreed that this Agreement is an electronic record for purposes of applicable law and as such is completely valid, has legal effect, is enforceable, and is binding on, and non-refutable by You.

This Agreement takes effect when both parties have executed the Services Order (the **“Effective Date”**).

TERMS AND CONDITIONS

This Agreement contains general terms applicable to any Services that You purchase or license from Us. All Services will be identified in a Services Order or SOW and specific terms and conditions will apply.

1. DEFINITIONS

Affiliate: a business entity that: (a) Controls the party; (b) is Controlled by the party; or (c) is under common Control with the party but only during the time that such Control exists. For the purposes of this definition, “Control(led)” is the ability to determine the management policies of an entity through equity ownership of a majority of shares the entity or ownership of a majority of the shares.

Agent: a subtype of User who is authorized to handle interactions in production but not authorized to use the administrative functions of the Cloud Services.

Alpha-Sender IDs: used for one-way text messages in certain countries, Alpha Sender IDs transmit SMS messages with the company or brand name as the sender, instead of a phone number or short code. Up to eleven (11) numbers and letters to create the “From” ID.

Annual Contract Value: the Annual Contract Value amount set forth on the Services Order.

AppFoundry: Our marketplace website where customers may purchase third party products to integrate with Our Cloud Services and Software.

Campaign: a specific Message or set of Messages communicated to Recipients using the Outbound Communication Cloud Services.

CAN-SPAM: Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003.

Cloud Services: Our cloud services as made available to You in the Cloud Services Environment as further described in the applicable User Documentation. Cloud Services includes Genesys Cloud Services and Genesys Engage Cloud Services.

Cloud Services Environment: the Genesys-controlled infrastructure, including equipment, servers and software, within Data Centers used to provide Cloud Services.

Communications Circuits: data and voice communications circuits provided by one or more telecommunications service providers for use with Cloud Services.

Contract Value: the minimum monetary commitment made by You as set forth in a Services Order for Software or Cloud Services.

Customer Data: Your proprietary information and information about Your customers (including Personal Data) submitted through the Cloud Services by You or Your Users. Customer Data does not include the anonymized data incorporated into Service Improvements as defined in Section 13.5.

Data Center: a data center where We house the Cloud Services Environment.

Deliverables: means the configurations, modifications and customizations to the Software or Cloud Services provided by Us to You pursuant to a Statement of Work.

Documentation means the User manual(s) and other materials typically provided by Us for use with the Cloud Services. The Genesys Cloud Services Documentation is found at <https://help.mypurecloud.com/articles/feature-list/>, which is incorporated in the Agreement by this reference. The Engage Cloud Documentation is found at <https://docs.genesys.com/Documentation/PSAAS#t-3> which is incorporated in the Agreement by this reference.

Equipment: third party hardware products provided on a pass-through basis without warranty from Genesys. However, Section 4.2 (and not Section 4.3) will govern the purchase of any Equipment through Our AppFoundry Website.

Exclusions: the following conditions, which are deemed excluded from and that terminate Our warranty, defense or indemnity obligation: (i) use of Materials in combination with any non-Genesys products whether supplied by Genesys or not, software, services, processes, data or materials; (ii) Your non-compliance with this Agreement or Documentation; (iii) Your use of Materials after receipt of notice from Us to discontinue such use, including Your failure to use modifications provided by Us; (iv) the development or use of any alteration, derivation, modification or customization of the Materials; (v) Our compliance with Your requests or instructions or the use of any materials or data provided by You; (vi) Your business method(s) or process(es); or (vii) Your content or Customer Data.

FDCPA: Fair Debt Collection Practices Act.

Feature: those parts of the Cloud Services or Software that provide functionality.

Fees: means (i) the fees You are required to pay Genesys to use the Services or Software during the applicable License Term, such as fees that are reflected on each applicable Order; (ii) the fees You are required to pay

Genesys for any Services You engage Genesys to perform, such as fees that are reflected on each applicable Statement of Work, an Order for Support, or an Order for Training ; and (iii) the fees You are required to pay Genesys for Services that would normally be covered under Support for a Renewal Term.

Feedback: any suggestions, enhancement requests, recommendations, report, feedback, proposals, anonymized statistical data or other information concerning the Services. Notwithstanding anything to contrary herein contained, in no event shall Feedback be deemed You Intellectual Property unless such Feedback existed on or before the Effective Date.

Force Majeure: delays or failures on performance resulting from acts beyond the control of a party. Such acts include acts of God, denial of service attacks, strikes, lockouts, riots, acts of war, terrorism, epidemics, Laws effective after the Effective Date, fire, communication line failures, power failures, earthquakes or other disasters natural or man-made.

Genesys Cloud Website: the website used to access the Genesys Cloud Services and any successor or related site designated by Us.

Industry Standard(s): generally accepted cloud information security practices as reflected in Genesys' policies and procedures.

Initial Subscription Term: means the Subscription Term in specified in Your initial Service Order submitted on after execution of this Agreement.

Initiate(ion): the service provided to cause Messages to be transmitted by the Outbound Communication Cloud Services. For clarity, Initiation of Messages may not result in a Recipient's receipt of the Message. For example, with respect to SMS and MMS Messages transmitted using Short Codes, the Outbound Communication Cloud Services Initiates the Messages to Provider(s), but the Outbound Communication Cloud Services do not carry the Message to a Recipient. From the point of completion of Initiation, the remaining transmission is provided by Providers.

Law(s): all domestic and international laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law.

List Profile Report: a feature related to the Outbound Communication Cloud Services. The List Profile Report is designed to provide information about each device (phone number or email address) and/or the Provider information contained within a list on the Outbound Communication Cloud Services. The report provides a record for each device contained in each contact in the list and the Provider of that device.

Long Code: a 10-digit, toll or toll-free number that can be provided by You or a Provider. Long Codes are typically used to send text messages.

Malicious Code: viruses, worms, time bombs, corrupted files, Trojan horses and other harmful or malicious code, files, scripts, agents, programs, or any other similar code that may interrupt, limit, damage the operation of Genesys's or another's computer or property.

Messages: the data, text, audio, music, sound recordings, ring tones, graphics, photographs, audio-visual works, artwork, URLs and other materials in electronic form, whether provided by You or a third party acting on Your behalf, that You may transmit to a Recipient through the voice, text Messages, multi-media Messages, social media, webchat, web-callback, email, push or other web-based channels.

Minimum Monthly Recurring Charge: the minimum monthly recurring Fees set forth in a Services Order, defining the scope of Your purchase commitment that is payable by You to Us for the duration of the Subscription Term. Fees incurred in any given period in excess of the Minimum Monthly Recurring Charge do not reduce minimums in any other period.

Overage Fees: fee paid in excess of the committed fees during the then-current Subscription Term.

Personal Data: any information relating to Your customers that is protected by applicable privacy Law.

Professional Services: the consulting and implementation services provided by Us relating to the Cloud Services and documented in a statement of work (“**Statement of Work**” or “**SOW**”) or Services Order.

Providers: paging and mobile network carriers and other suppliers that provide message routing for the telephone industry and other services.

Ramp Period: a period specified in the Services Order (if applicable) that is intended to allow You to implement Our Software and/or Cloud Services.

Recipient: the person or entity to which You may direct the Initiation of a Message.

Recipient Numbers: the telephone numbers to and email addresses at which You may cause the Initiation of a Message.

Recordings: recorded inbound or outbound VoIP service transmissions made by You via the Cloud Services as set forth in the applicable User Guide.

Related Parties: a party’s past, present and future officers, directors, employees, and other personnel, agents, insurers, reinsurers, servants, attorneys, parent company, subsidiaries and affiliates.

Renewal Term(s): each subsequent term of a Services Order after the Initial Subscription Term. Each Renewal Subscription Term shall commence upon the anniversary date of the commencement of the Initial Subscription Term.

Scheduled Provisioning Date: the date We have completed provisioning of the Data Center tenant supporting Your use of the Cloud Services. We shall provide You with written notice of the Scheduled Provisioning Date.

Services: the Software, Cloud Services, Professional Services and Support.

Service Level Agreement: Our agreement to perform the Cloud Services in accordance with specific metrics, subject to a defined set of remedies as set forth in Schedule A Support & SLAs For Cloud Services.

Services Order or Order: the document by which You order Services or other goods and services that You may purchase from Us pursuant to this Agreement.

Short Codes: special telephone numbers, shorter than full telephone numbers, used in connection with SMS and MMS Messages. A Short Code may be specific to one mobile operator or “common” and thus supported by major mobile operators within a specific geography. The Common Short Code Administration is responsible for leasing common Short Codes and establishing the terms for use with U.S.-based mobile telephone numbers. Short Codes may be comprised of random numbers or specific, easier to communicate numbers (“Random Short Codes” or “Vanity Short Codes,” respectively). Common Short Codes may be shared by many companies or dedicated for a company’s exclusive use during the leasing term (“Shared Short Codes” or “Dedicated Short Codes,” respectively).

Software: the Genesys’ proprietary computer programs made generally available by Genesys under the Agreement.

Subscription Term: the Initial Subscription Term and all Renewal Terms as set forth in the applicable Services Order.

Support: the support for the Cloud Services and Software, respectively, as described in Schedule A Support & SLAs For Cloud Services. We will make Support for the Cloud Services available to You at the Support Level set forth in the Services Order.

Support Guides: the online guides for [Genesys Engage Cloud](#) and [Genesys Cloud](#) which sets out a description of the Support for the Cloud Services as updated from time to time. These support guides are incorporated by reference into and made a part of this Agreement.

Support Level: the applicable level of Support as selected by You and elected under the Services Order.

TCPA: Telephone Consumer Protection Act.

Telemarketing Message: a Message for the purpose of encouraging the purchase or rental of, or investment in, property, goods, or services. Except as specifically identified otherwise, the term Telemarketing Message also includes solicitation for charitable contributions.

Text-Enabled Toll-Free Number (TETFN): a 10-digit phone number with a toll-free prefix (e.g. 800, 844, 866, 888) which is used to send and receive text messages. TETFNs may be used for sales, marketing, service, transactional, and informational messaging. Text messaging capabilities may be added to Your existing toll-free voice phone number or the TETFN may be provisioned exclusively for text messaging. This service is available in the U.S., Canada and some Caribbean countries. The use of a TETFN incurs standard rate message charges for end users and are not free-to-end-user.

User: an individual who is authorized by You and has been supplied a user identification and password(s) by You to access the Cloud Services on Your behalf.

User Guides: the online guides which sets out a descriptions of the Our Cloud Services are located at [http://docs.genesys.com/Documentation/PSAAS - t-3](http://docs.genesys.com/Documentation/PSAAS-t-3), and <https://help.mypurecloud.com/articles/feature-list/> as are updated from time to time. The User Guides are by reference incorporated into and made a part of the Agreement.

2. CLOUD SERVICES

- 2.1 **Provision of Cloud Service.** We grant You the right to use all Cloud Services in accordance with this Agreement and the applicable Services descriptions listed on Your Service Order. We also grant You the right to use new Services as they become available as described in the applicable Cloud Services User Documentation which is located at <https://tinyurl.com/Cloud-Services-Documents>. We will make the Cloud Services available 24 hours a day, 7 days a week, except for: (i) occasional planned downtime at non-peak hours (for which We will provide advance notice); or (ii) any unavailability caused by circumstances beyond Our reasonable control, including failure or delay of Your Internet connection, misconfiguration by You or any third party, issues on Your network, or telecommunications services contracted by or for You, or (iii) unavailability as a result of the actions of WSP, including (a) any maintenance or planned downtime of the WSP services, (b) any fault or failure of the WSP services, or (c) WSP either terminating the WSP Customer Agreement or suspending Our or Your use of WSP services. Your use of the Cloud Services is subject to Our complete Cloud Services Support Policies and Service Level Agreements (SLAs), which are provided in the Support & SLAs For Cloud Services Schedule of this document.
- 2.2 The Software used to provide the Cloud Services is located on servers that are controlled by third parties (collectively Web Services Providers “WSP”). You may access and use the Software but have no right to receive a copy of the object code or source code to the Software.
- 2.3 You shall comply with applicable Acceptable Use Polices which are incorporated in this Agreement by the following references:
Amazon Web Services Acceptable Use Policy: <https://tinyurl.com/AWS-AUP> and
Microsoft Azure Acceptable Use Policy: <https://tinyurl.com/Azure-AUP>
- 2.4 **Communications Circuits.** You are responsible for procuring the applicable Communications Circuits for use with Our Cloud Services. If set forth in the Services Order, You may procure access to Communications Circuits from Us subject to payment of associated installation charges (one-time, per circuit), and access fees (monthly). Communication-related fees including any fees or charges imposed by third party carriers or service providers to install or initiate service for You (e.g., Communications Circuits installation fees).
- 2.5 **Inbound and Outbound Long-Distance Services.** You are responsible for procuring inbound and outbound voice, data, long distance and external network facilities for use with Our Cloud Services. If set forth in the Services Order, We will administer Your access to domestic and international inbound and outbound long distance services from one or more telecommunications providers in connection with Your use of the Genesys

Engage Cloud Services. Except as otherwise set forth in the Services Order, long distance services are billed separately each month based on Your usage, subject to a minimum access charges, plus applicable taxes.

3. **OUTBOUND COMMUNICATION TERMS**

- 3.1 The terms of this Section are applicable to Your use of the Genesys outbound communication services (the “Outbound Communication Cloud Services”).
- 3.2 You shall determine the manner and means of transmitting outbound communications for all purposes including marketing, customer care and collections using the Outbound Communication Cloud Services, including live agent calling, automated voice messages, IVR, email, text, MMS, web and push notifications.
- 3.3 You are responsible for the Content transmitted, collected and processed in connection with Campaigns. You will develop Campaigns using Our tools subject to Your management and oversight. If You retain Us to create and execute Campaigns on Your behalf, We will develop draft Campaign communications. You will supervise Our work, review and revise drafts as appropriate for Your needs and take responsibility for the final message copy.
- 3.4 You are responsible for obtaining, documenting and managing all required consents from all Recipients and permits associated with use of the Outbound Communication Cloud Services in accordance with Laws. You are responsible for all Recipient Numbers that are used in connection with Your use of the Outbound Communication Cloud Services. You are also responsible for complying with all restrictions imposed on the means and manner of transmitting communications to Recipients. Without limiting the foregoing, You are responsible for: (i) originating (or causing the origination, via Recipient opt-in requests) Your desired Messages for Initiation by the Outbound Communication Cloud Services; and (ii) ensuring that Recipient Numbers are the correct Recipient Numbers for the intended Recipient. Recipient Numbers shall not include: (i) emergency lines, including those of any hospital, medical center, health care facility, poison control center, fire protection agency or law enforcement agency, (ii) any number assigned to a paging service, cellular telephone service, or other wireless service, unless appropriate consents to transmit to such numbers have been obtained from the intended Recipient, and (iii) for calls routed using automated dialing or any number to which automated dialing or pre-recorded message calls are prohibited under Laws.
- 3.5 You shall: (i) establish and provide the time(s), date(s), and delivery schedule(s) for Messages, (ii) ensuring that (A) no Campaign transmits Telemarketing Messages before 8 a.m. or after 9 p.m. local time local time outside allowable calling windows allowable by law, and (B) no Messages, including Telemarketing Messages, are transmitted outside of hours allowable under Laws.
- 3.6 We will use commercially reasonable efforts to transmit Your Messages as directed by You. You acknowledge that the Outbound Communication Cloud Services are limited to the transmission of Messages and that, to reach an intended Recipient, such Message will be relayed via and retransmitted by one or more Providers. All Provider interactions are provided “AS IS” and without warranty of any kind. We do not guarantee that Messages, once transmitted by the Outbound Communication Cloud Services, will be received, delivered, or opened by Recipients. You acknowledge and consent to Our providing Messages and other data to Providers and understand that Providers may reformat the Message to conform and adapt to Provider requirements and device requirements.
- 3.7 The Outbound Communication Cloud Services provides tools which are designed to facilitate compliance with certain Laws related to outbound dialing and other means of outbound communication through the use of features such as checking Recipient Numbers against Do-Not-Call lists, List Profile Report, and Phone Ownership Verification (each such feature, if enabled by You for the applicable Message, a “Compliance Instruction”). Compliance-related features are provided “AS IS,” without representation or warranty of any kind regarding the accuracy of such data or, without limitation, whether they are sufficient to meet the obligations imposed by Laws, including but not limited to the TCPA, CAN-SPAM, and FDCPA in the US, the EC Directive in the UK, and similar legislation, rules and protocols in other jurisdictions. Notwithstanding the foregoing features of the Outbound Communication Cloud Services, You are responsible for determining the Laws applicable to Your use of the Outbound Communication Cloud Services and for determining whether Your use

of the Outbound Communication Cloud Services remains compliant with such Laws. You are also responsible for determining and implementing the applicable Compliance Instruction in accordance with Laws.

3.8 **Text Messaging - Additional Terms**

- 3.8.1 Short Codes or Text-Enabled Toll-Free Numbers are used for Your Messages transmitted within the U.S. and Canada. You may provide Short Codes or Toll-Free Numbers for use with the Outbound Communication Cloud Services or may request Us to lease Short Codes or Toll-Free Numbers on Your behalf. Leasing and provisioning a Short Code takes at least 45 days and a Text-Enabled Toll-Free Numbers takes approximately fourteen (14) days and is dependent on receipt of information from You and coordination with Providers. Delays may occur in the provisioning process if You do not respond quickly to Our requests for information and for payment. The provisioning timeframe is also dependent upon the responsiveness of the Providers and We are not liable for delays from specific Providers due to their unresponsiveness. You take responsibility for all information You provide in connection with leasing Short Codes or Text-Enabled Toll-Free Numbers. You acknowledge that Your use of a Short Code or Text-Enabled Toll-Free Number is limited to the duration and purpose as set forth in the Short Code or Text-Enabled Toll-Free Number lease application. You will provide complete and accurate information in connection with leasing of Short Codes or Text-Enabled Toll-Free Numbers.
- 3.8.2 With respect to Compliance Instructions related to a Recipient's request to opt-out of receiving text Messages, We will confirm an opt-out with one subsequent automatically-enabled Message only if a Recipient sends an explicit and unambiguous opt-out request directly to the Outbound Communication Cloud Services via the same Recipient Number, and only in the event such request is transmitted by such Recipient's mobile handset. Unless requested by You, We will not send an opt-out confirmation in respect of any other Recipient opt-out request (e.g. an ambiguous text message or an opt-out request initiated online, by email, by chat, by voice call or letter addressed to a street address). You accept sole responsibility for determining whether confirmation of an opt-out request is required by Law and for instructing Us to send out such Messages if so required. You are also solely responsible for determining whether the opt-out mechanism We enable is sufficient for Your needs or whether such mechanism is sufficient to comply with Law.
- 3.8.3 Long Codes, Short Codes or Alpha Sender IDs may be used for Your Messages transmitted outside of the U.S. and Canada.
- 3.8.4 You understand that Providers impose policies on the use of wireless data services, wireless carrier equipment and application provisioning services to transmit Messages. You shall adhere to the latest version of the guidelines published by the CTIA, including the CTIA Short Code Monitoring Handbook. If You or Your Subscribers violate any such handbook, then We and/or the Providers reserve the right to immediately suspend all (or associated) Message activity.
- 3.9 **Storage and Network.** Data uploaded and stored by the Outbound Communication Services for more than fourteen (14) days with no calling activity will be deleted from Our system automatically. For disaster recovery/business continuity applications, pricing for data recovery is available upon written request. We will make production data available for fifteen (15) months on-line from the date such production data is entered; provided however such production data will be deleted within 30 days from the termination or expiration of the applicable Services Order.
- 3.10 If You use a private network, You must provide the network connection into the Data Center. You shall provide network switches and firewalls.

4. **THIRD PARTY PRODUCTS**

- 4.1 **Third-Party Products.** If identified in a Services Order, We may resell to You third party hardware and software. The terms and conditions governing the use of any such third-party products will be the terms of the shrink-wrap, click-wrap or other third-party license included with such products. It is Your responsibility to prepare and maintain the location where the hardware is installed so as to conform to any utility, climate control, wiring, networking and communication interface specifications, to perform all regular maintenance.

- 4.2 **AppFoundry.** In addition to third party products identified on a Services Order, You may also purchase (i) third party products and services through Our AppFoundry website, and (ii) Genesys' Expert Applications (collectively "AppFoundry product"). You will be required to accept the terms and conditions through the AppFoundry website, and as applicable, Our Software and/or Cloud Services terms and conditions prior to activating Your license to the AppFoundry product. Your use of the AppFoundry products is subject to such supplier terms and conditions, in addition to the terms and conditions of this Agreement. We are not a party to the third party terms and conditions governing AppFoundry products, and all claims with respect to such third party AppFoundry products will be made with the supplier, and not Genesys. By activating an AppFoundry product, You are granting us permission to share Your Cloud Services configuration and user information with the AppFoundry supplier, only to the extent such information is required by the AppFoundry supplier in order to provide the product.
- 4.3 **Equipment.** In the event You rent Equipment, You shall pay such Fees as reflected in the Services Order. You shall secure and protect rented Equipment at Your location(s). In the event rented Equipment is lost, stolen or damaged, You agree to reimburse Us for reasonable replacement costs. Upon termination of the Services Order, You will promptly return rented Equipment to Us in good condition, reasonable wear and tear excepted. Shipping terms are F.O.B. In the event You purchase Equipment from Us, You shall pay such Fees as reflected in the Services Order and title to such Equipment shall transfer to You upon full payment. You will retain purchased Equipment upon termination or expiration of the Agreement. Any other equipment or facilities required by You to access the Cloud Services will be provided by and paid for by You.

5. **USER TRAINING**

Training is available subject to additional Fees and expenses. As set forth in the applicable Services Order, We will provide initial user training to Your trainer and administrative Users. Classroom or in-person training shall be conducted at a mutually acceptable location and date. You will cause one or more of its employees to attend "Train the Trainer" training prior to the Scheduled Provisioning Date. Thereafter, Your trainer will conduct user training for Your Users who are expected to commence use of the Cloud Services as of the Scheduled Provisioning Date. Following the Scheduled Provisioning Date, Your trainer will provide User training on an ongoing basis to enable Your Users continued use and understanding of the functionality of the Cloud Services as appropriate for the Users' areas of responsibility. You may retain Us to provide training as set forth in a Services Order. Your use of training is subject to the terms set forth at: <https://beyond.genesys.com/explore/home>.

6. **SCOPE OF USE**

- 6.1 **Proprietary Rights.** All trademarks, service marks, patents, copyrights, trade secrets and other intellectual property rights in any and all Services, Software, hardware, Documentation, Deliverables and any other materials, products or services provided to You by Us or used in providing Services to You (collectively, "**Materials**") are and shall remain the exclusive property of Genesys or its Affiliates, business partners, licensors or suppliers, as applicable, whether or not specifically recognized or perfected under applicable local Laws. Genesys and its Affiliates, business partners, licensors and suppliers reserve all rights not expressly granted in the Agreement and own all rights in all derivative works of the Materials and any copy, translation, modification, adaptation or derivation (including any improvement or development) of the Materials.
- 6.2 **Use of Materials and Services.** You will not and will not permit or authorize any third party to: (a) sell, rent, lease, sublicense or otherwise make the Materials available to any third party except as expressly authorized by this Agreement; (b) modify or create any derivative works, functionally equivalent works, or translations of the Materials; (c) copy any feature, design or graphic in or disassemble, reverse engineer or decompile the Materials or remove or modify any proprietary markings or restrictive legends placed on any Materials; (d) access or use the Materials to compete with Us or to assist anyone else to compete with Us; (e) remove or modify any proprietary markings or restrictive legends placed on any Materials; (f) take any action that jeopardizes Our rights or the rights of Our Affiliates, business partners, licensors or suppliers in any Materials; (g) violate any Laws; (h) use the Materials in a manner that is defamatory, harassing, hateful, infringing or otherwise causes damage or injury to any person, group or property; (i) transmit viruses or other deleterious code; (k) perform

unauthorized penetration testing or vulnerability scans; (l) damage, disable, overburden or impair the Materials or any other party's use of the Materials. You are responsible for the use of the Materials by Your Affiliates. You take full responsibility for ensuring that all of your personnel, third party service providers, and all other third parties that access or use the Materials comply with this Agreement, and You will be liable for their acts and omissions.

6.3 **Similar Materials and Services.** Subject to the confidentiality provisions of this Agreement, nothing in this Agreement precludes or limits Us in any way from (i) providing materials or services that are similar to materials or services provided or contemplated in this Agreement or (ii) developing deliverables or other materials or services that are similar to or compete with any materials or services developed as a result of this Agreement, regardless of their similarity to any Materials, including Deliverables. We are free to use any concepts, processes, techniques, improvements or other know-how developed by Us in the course of performance of this Agreement (even if similar to materials, products and Services provided hereunder) free from any use restriction or payment obligation. For the avoidance of doubt, but subject to this Agreement, including this Section 6.3, We do not claim any rights to Your Confidential Information.

6.4 **Deliverables License.** Upon payment in full of all amounts due under the applicable Statement of Work, You are granted a license to use Deliverables solely in connection with, and under the same provisions as, Your use of the Services.

6.5 **Feedback.** To the extent not already owned by Genesys and subject in each case to Section 14.1 to the extent You are identified by name or logo, You, on behalf of Yourself and Your Related Parties, hereby grant Genesys a perpetual, exclusive, royalty-free, worldwide license to use or disclose (or choose not to use or disclose), and create derivative works of Feedback for any purpose, in any way, in any media worldwide.

6.6 **THIS SECTION IS APPLICABLE TO CUSTOMERS IN AUSTRALIA ONLY.**

6.6.1 Customer: (a) acknowledges and agrees that the Cloud Services may permit calls to be made to Australian 000 services or other emergency services, and that it may be required to provide location information to emergency services; (b) must comply with all applicable laws, regulations, determinations and codes in relation to Australian emergency calls (for example, 000); (c) is solely responsible for determining if it is appropriate for it to obtain a separate emergency telephone service to enable it to make Australian emergency calls to 000 or other emergency services; (d) acknowledges that it is responsible for using any required security features to protect sensitive personal information; (e) acknowledges and agrees that Genesys does not guarantee the performance or otherwise of the Cloud Services in relation to any calls that may be made to Australian 000 services or other emergency services; and (f) will ensure that it has appropriate binding terms with the End-User to ensure Customer can comply with paragraphs (a) to (e) above.

6.6.2 Customer is responsible for ensuring that all emergency calls are: (i) carried by an appropriate carriage service to the relevant termination point, (ii) routed with the highest priority; and (iii) are capable of being successfully connected.

6.6.3 Customer agrees that, other than as required by law, Genesys is not responsible for the performance or otherwise of the Cloud Services in respect of calls made to Australian 000 services or other emergency calls.

7. **CONFIDENTIALITY**

7.1 **Parties and Exceptions.** For purposes of this Agreement, the party disclosing Confidential Information is referred to as the "**Discloser**" and the party receiving Confidential Information is referred to as the "**Recipient.**" "**Confidential Information**" means proprietary information of Discloser, or third-party proprietary information disclosed to Discloser, that is provided to Recipient. Recipient's obligations to protect Discloser's Confidential Information does not apply to information that: (i) is or becomes, through no act or omission of Recipient, publicly available; (ii) known by Recipient at the time of receipt, as shown by Recipient's contemporaneous written records; (iii) is subsequently and rightfully provided to Recipient by a third party without restriction on disclosure; or (iv) is independently developed by Recipient without use of or access to Discloser's Confidential Information. Our Confidential Information includes the Materials and technical information relating to the Materials.

- 7.2 **Confidentiality.** Recipient will safeguard the confidentiality of Discloser's Confidential Information including, at a minimum, the precautions taken by Recipient to protect its own Confidential Information but in any event no less than reasonable precautions. Recipient will: (a) not disclose or use Discloser's Confidential Information for any purpose other than as contemplated by and consistent with the terms of this Agreement, (b) limit access to Discloser's Confidential Information only to its employees and agents who have a need to know such information and who are bound by written confidentiality obligations at least as protective as the requirements of this Agreement and (c) not sell, transfer, disclose or otherwise make available Discloser's Confidential Information to any third party without the other party's prior written consent. If Recipient is required to disclose Discloser's Confidential Information under the terms of a subpoena, court order, governmental rule or regulation or other judicial requirement, unless legally prohibited from doing so, Recipient will promptly notify Discloser of the existence, terms and circumstances surrounding such a request or requirement so that Discloser may seek an appropriate protective order. If Discloser seeks a protective order, Recipient will reasonably cooperate in such effort at Discloser's expense. Subject to Recipient's compliance with the foregoing notice and cooperation obligations, Recipient will be allowed to make the required disclosure.
- 7.3 **Return of Confidential Information.** The Recipient will return any tangible materials containing Confidential Information, and any copies or reproductions thereof, to the Discloser within thirty (30) days after the Discloser's written request. Recipient agrees to undertake whatever action is reasonably necessary to remedy any breach of Recipient's confidentiality obligations or any other unauthorized disclosure or use of the Confidential Information by Recipient, its employees, its agents, or contractors. The Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the Discloser Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction without the necessity of posting any bond.

8. PAYMENT, TAXES AND RECORDS

- 8.1 **Cloud and Subscription Services.** You will pay all Fees and charges for Services pursuant to the applicable Services Order. The Fees identified in the Services Order are exclusive of shipping fees, and You will pay the shipping fees (if applicable) identified in the invoice. Upon execution by both parties, each Services Order shall, to the greatest extent permitted by applicable Law, be a non-cancellable, non-refundable order by You. Each year within a specified term requires payment in exchange for the continued provision of Services. Your financial commitment for Services may not be decreased during the relevant subscription term. **Except as otherwise provided herein, these Fees are not subject to early termination or cancellation and this obligation may not be waived.**
- 8.2 **Timing, Payment Disputes and Taxes.** All invoices for Services are due and payable within thirty (30) days of the date of the invoice unless the Services Order or Statement of Work provides for a different payment term. For each year of a Subscription Term, You will be invoiced annually in advance for the Minimum Annual Contract Value upon the commencement of such Subscription Term. Non-recurring Fees, Overage and other Fees will be invoiced monthly in arrears. Unless otherwise set forth in the Services Order, the Fees for Services provided after the Subscription Term during an automatic renewal shall be at Our then-current standard Fees for such Services.
- 8.2.1 **THIS SECTION IS APPLICABLE TO CUSTOMERS IN AUSTRALIA ONLY.** Despite any other provision in this Agreement, if a party ("**Supplier**") makes a supply under or in connection with this Agreement which GST is imposed (not being a supply which has been described as "**GST inclusive**"):
- (a) the consideration payable or to be provided for that supply under this Agreement but for the application of this Clause ("**GST exclusive consideration**") is increased by, and the recipient of the supply ("**Recipient**") must also pay to the Supplier, an amount equal to the GST payable by the Supplier on that supply; and
 - (b) the amount by which the GST exclusive consideration is increased must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided, provided that the Supplier has provided the Recipient with a

Tax Invoice. (Words or expressions used in this Clause which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this Clause.)

- 8.3 **Annual Contract Value.** The Annual Contract Value is an estimate of Your minimum annual Fees based upon the Services You intend to purchase. You may consume additional services other than those estimated on your Service Order. You will not be charged additional Fees as long as you do not exceed Your financial commitment for the contract period. Fees paid in excess of Your Annual Contract Value in one year do not contribute to Your Annual Contract Value commitment in a subsequent year. Except as provided in the Services Order, You may remix the products, services, and quantities as set forth in Section 8.4 below.
- 8.4 **Remix.** You may, at any time during the term of a Service Order, change the mix of the products and services under such Services Order. Any such remix must follow all of the following rules:
- 8.4.1 If You want to remix and include additional Genesys Products not included in the Services Order, Genesys may require You to sign an additional Services Order for such Products or services;
- 8.4.2 You cannot remix from a Genesys product to a third-party product or service; and
- 8.4.3 You cannot remix to products or services not available for Genesys Cloud, Genesys Engage | cloud or Genesys Engage cloud private edition.
- 8.5 **Overages.** Regardless of consumption of services listed on Your original estimate, or if You consume services not listed on your Service Order, You may be charged overage charges if You exceed Your financial commitment.
- 8.6 If You achieve Your Annual Contract Value more than three (3) months before the end of the then-current annual Subscription Term, We may require You to pay the remaining Subscription Fees in advance. Overage Fees will continue to be billed in arrears.
- 8.7 Unless otherwise agreed, You shall pay all amounts due hereunder via Automated Clearinghouse (ACH), wire, or using Our E-bill portal, if applicable. We shall provide invoices electronically via email to a provided email address. If an invoicing portal is used, it shall be provided at the time the order is placed with Us. Subject to Section 8.9, all past due payments will bear interest at the rate of 1.5% per month or such lower rate as required by Law. You will pay any late payment charge upon remitting the principal amount to Us and will pay all collection costs incurred by Us. Except as otherwise specified in the Services Order, the Fees do not include any taxes. You are responsible for paying all taxes, levies, including any universal service fees, duties, or similar items, including any value-added, sales, use or withholding taxes other than taxes on Our net income (**collectively “Taxes”**) associated with the Services Order and reimbursing Us for any Taxes with respect to the amounts due under any Services Order. If You are required to withhold Taxes from amounts payable to Us, You will timely remit it to the appropriate governmental authority in accordance with applicable laws and You will promptly furnish Us with the official receipt of payment of such Taxes to the appropriate taxing authority. You will not rely on Us to determine taxability and You are ultimately responsible for assessing and paying any applicable Taxes. If You provide Us with an incorrect ship-to address or, where applicable, You do not provide Us with a valid tax exemption certificate prior to placing an Order, We will not provide You with a credit for such Taxes and You will be responsible for getting a refund from the applicable tax authority.
- 8.8 **Fee Disputes.** If You dispute in good faith the amount of any invoice, You will timely pay the undisputed amount and will notify Us in writing of the disputed amount no later than the date payment would otherwise be due, providing the reasons for the dispute. The parties will attempt in good faith to resolve the dispute within thirty (30) days after Our receipt of Your notice of dispute (**the “Resolution Period”**), during which time withholding of the disputed amount will not be considered a material breach of this Agreement and no interest will accrue for late payment of the disputed amount. Upon resolution of the dispute, You will pay the resolved amount promptly but in any case within ten (10) days of mutual written agreement resolving the dispute. If the dispute is not resolved within the Resolution Period, each party will be entitled to pursue all available remedies.
- 8.9 **Suspension.** Subject to Section 8.9, We reserve the right to suspend the Services, or portion thereof, or reject or cancel the transmission of any information through the Service based upon (i) reasonable belief that the use of the Services is in violation of Laws, (ii) Your failure to pay amounts when due, or (iii) an imminent

compromise to the security or integrity of the network. As practicable depending on the circumstances, We will provide notice of the suspension and keep You reasonably informed of Genesys' efforts to restore the Services.

8.10 Subscription Term & Ramp Period. The Initial Subscription Term shall begin when the Services are made available to You. If a Ramp Period is applicable under the Services Order, the Ramp Period shall begin upon Our acceptance of the Services Order and shall be one hundred twenty (120) days if not otherwise specified in the Services Order. During the Ramp Period, You will be billed monthly in arrears based on actual usage. Any usage billed during the Ramp Period does not count towards your Annual Commitment. The Initial Subscription Term shall begin upon the end of such Ramp Period. At the end of the Initial Subscription Term and each renewal Subscription Term, Services Orders shall (other than pricing) automatically renew on the same term and payment structure described in the previous Service Order, unless: (a) either party provides the other party written notice of its intent to not renew at least 30 days prior to expiration of the then-current Subscription Term ("Non-renewal Notice Date"); (b) the expiring Services Order provides for a different automatic renewal period; or (c) the parties agree in writing to renew for a term of different duration. If neither party has notified the other of non-renewal by the Non-renewal Notice Date, the parties will not be permitted to cancel the automatically renewing Subscription Term without the other party's written agreement. Pricing for any renewal period, including auto-renewals as described in this Section, shall be at Our then current list pricing, unless otherwise agreed upon in a Services Order.

8.11 Price Increases. We may increase the Fees on the annual anniversary of the start of the Initial Subscription Term or applicable Renewal Term. We shall provide You with at least thirty (30) days' notice of any such increase.

9. PROFESSIONAL SERVICES

9.1 Professional Services. We will provide the Professional Services identified in each Statement of Work or Services Order referencing this Agreement and executed by the parties. If You desire to change an executed Statement of Work and such change is reasonably acceptable to Us, the parties will execute a revised Statement of Work or change order. You understand that revisions to a Statement of Work may require payment of additional Fees and may require changes to the work schedule as reflected in the revised Statement of Work.

9.2 Cooperation. You acknowledge that the successful and timely performance of the Professional Services requires Your good faith cooperation. Accordingly, You will fully cooperate with us including without limitation: (i) providing us with relevant access, information and Your materials as reasonably requested (and You grant us a royalty-free, non-exclusive license to use such information and materials to perform the Professional Services); and (ii) making Your personnel available to Us as reasonably requested. You acknowledge that the Professional Services may be delayed or not completed if You do not cooperate with Us or if Our performance is otherwise delayed or prevented by You or Your contractors or agents.

9.3 Compensation. Each Statement of Work or Services Order shall contain the charges for the Professional Services. You will reimburse Us for reasonable travel and living expenses.

9.4 Support of Deliverables (Software Custom Application Support). Support of Deliverables is not **provided** as part of Software Support. Custom Application Support, as defined in Schedule C-2, may be provided for certain Deliverables for an additional fee and as described in an additional statement of work signed by the parties.

10. WARRANTIES

10.1 Software and Cloud Services Warranty. Beginning on the date that the term of the initial Services Order for the Software or Cloud Services commences, We warrant to You that the Software or Cloud Services will materially conform to the then current description of the Software or Cloud Services in the Documentation. If You become aware of a warranty breach, You must notify Us in writing. Your sole and exclusive remedy for breach of this warranty shall be for Us to correct errors.

10.2 Professional Services and Support Warranty. We warrant that the Professional Services and Support will be performed in a professional and workmanlike manner and in accordance with applicable requirements

of this Agreement and any applicable SOW or Services Order. Your sole and exclusive remedy for breach of this warranty shall be for Us to re-perform non-conforming services.

10.3 **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10 (Warranties) ALL SERVICES AND OTHER MATERIALS OF ANY KIND, INCLUDING ANY AND ALL SOFTWARE, THIRD PARTY PRODUCTS, DELIVERABLES, CUSTOMIZATIONS, HARDWARE, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND CLOUD SERVICES, ARE PROVIDED “AS IS.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE (AND OUR AFFILIATES, BUSINESS PARTNERS, LICENSORS AND SERVICE PROVIDERS) DISCLAIM ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS OR OTHERWISE (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, QUIET ENJOYMENT, TIMELINESS, COMPLETENESS, OR ACCURACY). WITHOUT LIMITING THE FOREGOING, we DO NOT WARRANT THAT USE OF ANY MATERIALS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL DEFECTS IN ANY SERVICES, SOFTWARE OR OTHER MATERIALS OF ANY KIND WILL BE CORRECTED. you ASSUME ALL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES OR MATERIALS NECESSARY TO ACHIEVE your INTENDED RESULTS. TO THE EXTENT THAT we CANNOT DISCLAIM A WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

10.4 **WE SHALL HAVE NO WARRANTY OBLIGATIONS TO THE EXTENT A CLAIM AROSE FROM THE EXCLUSIONS. FURTHER, THE REMEDIES SET FORTH IN THIS SECTION 10 (WARRANTIES) ARE YOUR SOLE AND EXCLUSIVE REMEDY(IES) FOR ANY BREACH OF THE FOREGOING WARRANTIES AND TO THE EXTENT THAT ANY OTHER AGREEMENT BETWEEN US IS DETERMINED BY A COURT TO PROVIDE FOR A DIFFERENT REMEDY, THIS AGREEMENT SHALL CONTROL.**

11. **LIMITATION OF LIABILITY AND INDEMNIFICATION**

11.1 **CONSEQUENTIAL DAMAGES EXCLUSION.** EXCEPT FOR EITHER PARTY’S INTELLECTUAL PROPERTY OBLIGATIONS (AND IN THE CASE OF YOU, YOUR OBLIGATIONS UNDER SECTION 6 (SCOPE OF USE), IN NO EVENT WILL EITHER PARTY (AND IN THE CASE OF GENESYS, ITS AFFILIATES, BUSINESS PARTNERS, LICENSORS OR SERVICE PROVIDERS) BE LIABLE FOR ANY OF THE FOLLOWING DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT: (i) INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER REGARDLESS OF THE LEGAL THEORY ASSERTED, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHERWISE; (ii) COVER DAMAGES OR OTHER SIMILAR DAMAGES (INCLUDING THE COST OF PROCURING AN ALTERNATE VENDOR OR SERVICE); OR (iii) ANY LOSS OF PROFITS, BUSINESS, GOODWILL (INCLUDING PECUNIARY LOSSES ARISING FROM LOSS OF GOODWILL), REVENUE, OR LOSSES RELATED TO STOPPAGE IN CUSTOMER’S OPERATION. THE DAMAGES DESCRIBED IN THIS SECTION ARE EXCLUDED, EVEN IF A PARTY IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11.2 **LIMITATION OF LIABILITY.** GENESYS’ (AND ITS AFFILIATES’, BUSINESS PARTNERS’, LICENSORS’ AND SUPPLIERS’) TOTAL AGGREGATE LIABILITY FOR ANY LOSS, COST, CLAIM OR DAMAGES IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE, WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE FEES ACTUALLY PAID TO GENESYS BY YOU UNDER THE APPLICABLE SERVICES ORDER OR SOW DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE LOSS, COST, CLAIM OR DAMAGE. YOU ACKNOWLEDGE AND AGREE THAT THIS LIMITATION ON LIABILITY FORMS A FUNDAMENTAL BASIS OF THE BARGAIN HEREUNDER, IN THE ABSENCE OF WHICH, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD HAVE BEEN DIFFERENT. THIS SECTION WILL NOT

APPLY TO DAMAGES THAT CANNOT BE LIMITED OR EXCLUDED BY LAW (IN WHICH EVENT THE LIMITATION WILL BE THE MINIMUM AMOUNT REQUIRED BY LAW).

- 11.3 **Genesys Indemnification.** Subject always to Your compliance with Section 11.5 (Indemnification Procedures), We will pay to defend You at Our expense and indemnify You for any amounts awarded against You in a final judgment or settlement approved by Us, with respect to any claims by a third party that the unaltered Cloud Services, as originally delivered to You, infringe or misappropriate any valid and enforceable patents, copyright registrations, federal trade dress registrations and federal trademark trade mark registrations of such third party which are enforceable in signatory countries to the Berne Convention. We may at any time and at Our option and expense: (i) obtain for You a license to continue to use the Cloud Services that may infringe a third party's rights; (ii) modify the Cloud Services so as to avoid infringement while preserving substantially equivalent functionality; or (iii) terminate the Agreement and the licenses granted hereunder and refund to You the prepaid, unused Fees covering the remainder of the term of the applicable Services Order.
- 11.4 **Your Indemnification.** You will defend Us and Our Affiliates at Your expense, indemnify Us and Our Affiliates against any judgments finally awarded by a court, and pay any settlements approved by You with respect to any claims: (a) that Customer Data and/or Your method or process of doing or conducting business infringes any intellectual property rights of a third party; (b) arising from Your non-compliance with the Agreement, including Section 6 (Scope of Use); (c) Messages (including but not limited to their content, transmission, timing, Recipient opt-outs, recording, and retention), or (c) any circumstances arising under the Exclusions.
- 11.5 **Indemnification Procedures.** A party entitled to indemnification ("**Indemnified Party**") will promptly notify the other party ("**Indemnifying Party**") of any claim and provide reasonable assistance to the Indemnifying Party with respect to handling the claim, at the Indemnifying Party's expense. Failure to provide timely notice or reasonable assistance will relieve the Indemnifying Party of its indemnification obligations to the extent that the Indemnifying Party has been materially prejudiced thereby. The Indemnifying Party will have the sole right to defend and settle any claim (except that the Indemnifying Party may not agree to any settlement that does not unconditionally release the Indemnified Party, without the Indemnified Party's prior written consent). The Indemnified Party will be entitled to participate in the defense of a claim and to employ legal representation at its own expense to assist in the handling of a claim.
- 11.6 WE SHALL HAVE NO DEFENSE, WARRANTY OR INDEMNIFICATION OBLIGATIONS TO THE EXTENT ANY CLAIM(S) AROSE FROM AN EXCLUSION(S). FURTHER, SECTION 11.3 STATES THE ENTIRE LIABILITY AND OBLIGATION OF GENESYS, AND YOUR SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE SERVICES, OR ANY PART THEREOF, OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.
- 11.7 **THIS SECTION IS APPLICABLE TO CUSTOMERS IN AUSTRALIA ONLY. Australian Consumer Law.** If a party is a consumer for the purposes of the Competition and Consumer Act 2010 (Cth) (Australian Consumer Law), then the relevant supplying party's goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. Accordingly: (i) for major failures with a service, the non-defaulting party (as a consumer) is entitled to cancel the relevant SOW and receive a refund for the unused portion, or to receive compensation for its reduced value; (ii) the relevant party (as a consumer) is also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or service does not amount to a major failure, the non-defaulting party (as a consumer) is entitled to have the failure rectified in a reasonable time. If this is not done, the non-defaulting party (as a consumer) is entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. The non-defaulting party (as a consumer) is also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.
12. **TERM AND TERMINATION**
- 12.1 **Term.** The term of this Agreement shall begin on the Effective Date and shall continue during the term of all outstanding Services Orders and SOWs issued under this Agreement (the "**Term**"). Each Services Order shall indicate its term.

12.2 Termination for Cause

12.2.1 THIS SECTION IS APPLICABLE TO CUSTOMERS OUTSIDE EUROPE, AFRICA AND THE MIDDLE EAST. Either party may terminate the Agreement upon notice and thirty (30) days' opportunity to cure (if susceptible to cure) if the other party breaches a material term of the Agreement, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy under the Law of the United States (or any similar Laws of any state or country) or appoints a receiver, or acquiesces in the appointment of a receiver or trustee or liquidator. Failure to pay and violation of proprietary rights obligations are material breaches. If, during the cure period referenced in this Section, We document an effort to promptly cure the breach, then, notwithstanding anything to the contrary, You will not terminate the Agreement while such good faith efforts are continuing. Our efforts to cure the breach may not exceed 120 days from Your notice.

12.2.2 THIS SECTION IS APPLICABLE TO CUSTOMERS IN EUROPE, AFRICA AND THE MIDDLE EAST. Either party may immediately, upon written notice to the other party, terminate the Agreement (i) if the other party breaches a material term of the Agreement (including any breach of the AWS Acceptable Use Policy by Customer) and (if such breach is remediable) fails to remedy that breach within thirty (30) days of being notified in writing to remedy the breach; and (ii) if the other is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or if any of its assets are the subject of any form of seizure, or goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory or if a receiver, examiner, or administrator is appointed over its assets (or the equivalent of any such event in the jurisdiction of such other party. If You terminate this Agreement for cause, as Your sole and exclusive remedy, We will refund any pre-paid, unused fees for the Services.

12.3 Effect of Termination. Immediately upon termination, the licenses granted hereunder and rights to use shall terminate, and You must stop using the Materials. Within five (5) days after termination You will (a) return the Materials and all copies in your possession or (b) destroy the Materials and all copies and confirm in writing that they have been destroyed. For Cloud Services, You will have access to retrieve Your Customer Data up to the date of termination at no additional charge. If You require additional time to retrieve Your Customer Data beyond the date of termination, You may request, and We will grant, a thirty (30) day extension to the Term of the Agreement; provided such request is made on or prior to the termination date. During the extended period, You will be charged for Your usage in accordance with the monthly term structure described in the Services Order. The Cloud Services will be terminated at the end of the extension period, unless You request additional extension period(s) prior to the effective termination date.

12.4 Survival of Terms. All terms of this Agreement which, by their nature, are intended to survive termination of this Agreement will survive termination, including all payment obligations, use restrictions, confidentiality obligations, ownership terms, Customer Data terms, indemnification obligations, disclaimers, Exclusions and limitations of liability, effect of terminations, and general terms.

13. CUSTOMER DATA

13.1 Ownership of Customer Data. As between Genesys and You, You retain ownership of and all intellectual property rights in Customer Data and grant Us a non-exclusive, non-sublicensable (except to parties working on Our behalf), non-transferable, royalty-free license to access, process, store, transmit, and otherwise make use of the Customer Data as necessary to provide the Services and to otherwise fulfill Our obligations under the Agreement. We will not rent or sell any Customer Data.

13.2 Transfer of Customer Data. You agree that the Customer Data may be transferred or stored outside the country where You and Your customers are located in order to carry out the Services and Our other obligations under the Agreement.

13.3 THIS SECTION IS APPLICABLE TO CUSTOMERS WHO COLLECT DATA OR PROCESS DATA OF RESIDENTS OF THE EUROPEAN UNION OR THE UNITED KINGDOM. Data Processing Terms and Notice to Data Subjects. Customer Data will be processed in accordance with the Data Processing Terms

located at <https://help.mypurecloud.com/wp-content/uploads/2020/10/Genesys-Data-Processing-Addendum.pdf>. We will keep the Customer Data secure and confidential in accordance with the Data Processing Schedule, Section 3 (Confidentiality) of this Agreement and Our security and privacy policies. You confirm that You have notified any Data Subjects of, and that You have a lawful basis for, Our use of Customer Data to provide the Services to You, including Our use of AWS for storage of Customer Data in accordance with the AWS Customer Agreement.

- 13.4 **Security & Privacy.** You represent and warrant that You have obtained all consents necessary for Us to collect, access, process, store, transmit, and otherwise use Customer Data in accordance with the Agreement. You shall comply with all requirements of integrity, quality, legality and all other similar aspects in respect of Customer Data. We may, but are not obligated to, review or monitor any Customer Data. We expressly disclaim any duty to review or determine the legality, accuracy or completeness of Customer Data.
- 13.5 **Service Improvements.** We may aggregate data and information related to the performance, operation and use of the Cloud Services to create statistical analyses, to perform benchmarking, to perform research and development and to perform other similar activities (“**Service Improvements**”). We will not incorporate Customer Data in Service Improvements in a form that could identify You or Your customers. We will use industry standard techniques to anonymize Customer Data prior to performing Service Improvements unless otherwise consented to by You. Customer Data will, at all times, be subject to the security controls set forth in this Agreement. We retain all intellectual property rights in Service Improvements and may make them publicly available.
14. **GENERAL**
- 14.1 **Marketing.** Subject to prior written approval of content, You grant Us with the right to issue a media release after the Effective Date announcing that You have become a Genesys customer and to make other announcements and place promotions in various publications and media. Except as set forth in a mutually agreed written public statement, You will not imply or state that You are affiliated with or endorsed by Us, publicize the existence of the Agreement or disclose any of its terms. You also agree that, not less than once per calendar quarter during the Term, to act as a reference customer as requested by Us.
- 14.2 **Assignment.** Neither party may assign its rights or obligations under the Agreement, either in whole or in part, except (1) with respect to a sale of substantially all of the assets of its business, merger or change in the party’s ownership, (2) to an Affiliate or (3) with the prior written consent of the other party, which shall not be unreasonably withheld. Without limiting the preceding sentence, the rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective successors and assigns. You understand and agree that third parties, including but not limited to Genesys’ affiliates (e.g. Genesys Telecom US, Inc.), may provide products and Services to You in connection with the Agreement. You agree that any such third parties may directly invoice You for services rendered and products delivered and You agree to pay such invoices in accordance with the Agreement.
- 14.3 **THIS SECTION IS APPLICABLE TO CUSTOMERS IN THE UNITED STATES OF AMERICA ONLY. United States Government Usage.** This is a commercial item agreement. If the Services are acquired by or on behalf of the United States government, a state or local government in the United States, or a prime contractor or subcontractor (of any tier) of the foregoing, such government customers and users shall obtain only those commercial license rights set forth in the Agreement.
- 14.4 **Compliance with Laws.** Each party will comply with laws, statues, rules, regulations, ordinances, and other pronouncements having the effect of law (collectively “Laws”) as applicable to a party and, in Your case, applicable to the Materials and their use. In no event will We be responsible for providing, implementing, configuring or coding the Materials in a manner that complies with any Laws that apply to Your business or industry, including without limitation, the Communications Act of 2003 as implemented by OFCOM, the Australia Telecommunications Act 1997 (Cth) and Acts related to telecommunications and the relevant industry codes approved by the Australian Communications and Media Authority, the UK Bribery Act, the Foreign Corrupt Practices Act, the FTC or FCC regulations or the Telephone Consumer Protection Act of 1991 (collectively “**Customer Specific Laws**”). You will comply with Customer Specific Laws, and in no event will We or Our Affiliates, business partners, licensors or suppliers be liable for any claim or action arising from

or related to Your failure to comply with any Customer Specific Laws, it being understood that You are solely liable for any such failure(s) and resulting claims or actions.

- 14.5 **Cumulative Remedies, Force Majeure and Injunctive Relief.** All remedies available to Us will be cumulative and the specification of a remedy will not preclude Us from pursuing other remedies available at law or in equity. Except for payment obligations under the Agreement, neither party will be responsible for acts of Force Majeure. Nothing in this Agreement will prevent Us from seeking immediate injunctive relief against You in the courts having jurisdiction over You.
- 14.6 **Governing Law.** Where only one Genesys entity is a party to this Agreement, then the laws by which it shall be governed and the courts that shall have jurisdiction over it are based on Your domicile as set forth at <https://tinyurl.com/yybugbgr>, without reference to conflicts of law provisions. The parties agree to submit to the personal and exclusive jurisdiction of the relevant courts and that such venue is proper and convenient. In the event more than one Genesys entity is or becomes a party the Agreement, then the governing law shall be California and United States federal law. Any dispute relating to this Agreement shall be subject to the exclusive jurisdiction of the California state courts in and for San Mateo County, California (or, if there is federal jurisdiction, the United States District Court for the Northern District of California) and the parties agree to submit to the personal and exclusive jurisdiction of such courts and that venue therein is proper and convenient. Regardless of the governing law and jurisdiction applicable to this Agreement, the UN Convention for the International Sale of Goods shall not apply to the Agreement in whole or in part. In any dispute under the Agreement, the prevailing party shall be entitled to recover its cost of enforcing its claim, including but not limited to attorney fees.
- 14.7 **Independent Contractors.** The parties are acting as independent contractors. Nothing in the Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.
- 14.8 **Third party beneficiaries.** To the extent allowed by applicable law, both parties acknowledge that Genesys Cloud Services, Inc. and its Affiliates are intended third-party beneficiaries of this Agreement and that no other third party rights are conferred by this Agreement.
- 14.9 **Notices.** All notices under the Agreement shall be in writing and shall be deemed to have been given when (a) **personally** delivered; (b) sent by electronic facsimile transmission; (c) sent by registered mail, postage prepaid (which notice shall be deemed to have been received on the third (3rd) business day following the date on which it is mailed); or (d) sent overnight by a commercial overnight courier that provides a receipt (which notice shall be deemed to be received on the next business day after mailing). We may provide notice(s) of website modifications described in Section 14.13 by (i) posting a notice on Our corporate website or (ii) sending a message to the email address then associated with Your account. In the case of Genesys, notice shall be sent to the address for the applicable Genesys entity as set forth <https://tinyurl.com/yybugbgr>, with a mandatory copy to the attention of General Counsel, Legal, at the same address. In Your case, notice shall be sent to the address indicated in the Services Order (or such other designee/address You may provide by giving notice to the in compliance with the Agreement).
- 14.10 **Waiver.** No provision of the Agreement may be waived unless such waiver is in writing and signed by the party against which the waiver is to be effective. Either party's failure to act with respect to a breach by the other party of this Agreement does not constitute a waiver of its rights with respect to subsequent or similar breaches.
- 14.11 **Severance.** If any provision of this Agreement is deemed invalid, illegal, or unenforceable, it will be considered stricken from this Agreement, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- 14.12 **Complete Agreement; Amendment.** The Agreement constitutes the complete agreement between the parties and supersedes all prior agreements (including any prior non-disclosure agreements) and representations, written or oral, concerning the subject matter of the Agreement. In the event of a conflict between the terms of an Services Order and the other provisions of the Agreement, the terms of the Services Order shall take precedence; however, Agreement Section 6 (Scope of Use), Section 10 (Warranties), Section 11 (Limitation of Liability and Indemnification) Section 12 (Term and Termination), and Section 14.4 (Compliance with Laws) may only be modified in an amendment to the Agreement. In the event of a conflict between any

Schedule and the Terms and Conditions of the Agreement, the Schedule shall control with respect to the Software or Cloud Services described in the Schedule. Except as provided in Section 14.13, the Agreement may not otherwise be modified or amended except in a writing signed by a duly authorized representative of each party. The terms of the Agreement shall supersede the terms in any purchase order submitted by You.

14.13 Modifications. We may modify any websites referenced in the Agreement at any time by posting a revised version on the applicable Genesys websites or by otherwise notifying You in accordance with the Notice provisions in Section 14.9 (Notices). The modified terms will become effective upon posting or, if We notify You by email, as stated in the email message. By continuing to use the Materials after the effective date of any modifications to the Agreement, You agree to be bound by the modified terms. If such modification materially decreases any of Our obligations or the functionality of the applicable Service, You may terminate this Agreement by providing Us with written notice within thirty (30) days of the effective date of the applicable modification. Any such termination shall be effective thirty (30) days after We receive written notice from You.

14.14 Compliance

14.14.1 You represent and warrant that (a) neither You, any Affiliate nor any of Your Users are on any government-issued list of restricted persons or entities including the Consolidated List, Commerce Department Entity List, Denied Persons List or Unverified List, the Treasury Department Specially Designated Nationals and Blocked Persons List, and the State Department Debarred Parties List, or under any relevant applicable law; and (b) You will not export or re-export, directly or indirectly, any Services, products, or Materials or Confidential or Proprietary Information of any kind provided by Company to any countries outside the United States except as permitted under the U.S. Commerce Department's Export Administration Regulations.

14.14.2 THIS SECTION IS APPLICABLE TO CUSTOMERS IN AUSTRALIA ONLY. You will not export or re-export, directly or indirectly, any services, products, or Materials of any kind provided by Company to any countries outside Australia except as permitted by the relevant Acts (including the Defence Trade Controls Act 2012 (Cth)).

14.14.3 THIS SECTION IS APPLICABLE TO CUSTOMERS IN EUROPE, AFRICA AND THE MIDDLE EAST ONLY. The products contain Commercial Computer Software under Federal Government Acquisition Regulations and agency supplements to them and are provided to the Federal Government and its agencies only under the Restricted Rights Provision of the Federal Acquisition Regulations applicable to commercial computer software developed at private expense and not in the public domain.

14.15 Execution; Digitized Copies. The parties agree that this Agreement may be executed by any means of signature, including electronic commerce or transmission, including facsimile, email or acknowledgement through a webpage. The Agreement may be executed in counterparts, each of which is deemed an original but which together constitute one contract. Signed digitized copies of the Agreement and other associated documents including attachments and amendments shall legally bind the parties to the same extent as original documents.

14.16 Subcontracting. We may subcontract certain portions of the Services under this Agreement to third parties, provided that We shall be responsible for the performance of such subcontractors.

14.17 Anti-Corruption and Bribery Act Compliance. In connection with any actions or activities associated with this Agreement or in connection with the relationship between the Parties, neither Party will engage in any unlawful trade practices or any other practices that are in violation of the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act of 2010, or any other law that prohibits bribery or similar activity. Each Party will ensure that neither it nor its Affiliates, subcontractors and agents: either directly or indirectly, seek, receive, accept, give, offer, agree or promise to give any money, facilitation payment, or other thing of value from or to anyone (including but not limited to government or corporate officials or agents) as an improper inducement or reward for or otherwise on account of favorable action or forbearance from action or the exercise of influence; or fail to establish appropriate safeguards to protect against such prohibited actions. Each Party will, upon request from the other Party, provide evidence of the steps being taken to avoid prohibited actions, including the establishment of policies, practices, and/or business controls with respect to these laws. To the extent permitted

by the relevant authority, each Party will promptly inform the other Party of any official investigation with regard to alleged breaches of the above laws that are related in any way to this Agreement.

SCHEDULE A

SUPPORT & SLAS FOR CLOUD SERVICES

1. Support and Service Level Agreement for Services supplied from Genesys Cloud

- 1.1 Your access and use of Support for Genesys Cloud is subject to the terms as posted on the Genesys Cloud Resource Center located at: <https://help.mypurecloud.com/articles/contact-purecloud-care/>
- 1.2 Service Level Agreements for Genesys Cloud are posted to the Genesys Cloud Resource Center located at: <https://help.mypurecloud.com/articles/service-level-agreements/>

2. Support for Services supplied from Genesys Engage Cloud

Your access and use of Support is subject to the terms of the applicable Support Guide for Cloud Subscriptions located at <https://docs.genesys.com/Documentation/PSAAS#t-3>. We reserve the right to update Support case management processes as needed and may elect to post an announcement on My Support, the Customer Care portal located at <https://genesyspartner.force.com/customercare/GenesysCommunityLogin>. We will submit requests for Support subject to the processes set forth in the Support Guide. Prior to reporting an issue, You shall investigate the issue and make reasonable use of the self-help guides and information posted on the Customer Care Portal. Your personnel submitting cases must be knowledgeable and have access to information to facilitate resolution of reported issues. We are not responsible for resolving issues that cannot be reproduced in a controlled test environment. All issues reported by You via Genesys Customer Care are tracked in the Genesys Customer Care Case Management Tool and assigned a case number for tracking purposes. You shall include the case number in all communications regarding a reported issue.

3. Service Level Agreement for Services supplied from Genesys Engage Cloud

- 3.1 Cloud Services includes such characteristics as 24x7 systems monitoring and administration. Upon the Scheduled Provisioning Date, the Cloud Services will be available 24x7x365 except for downtime for which You have received at least 3 days’ notice and which downtime will not exceed five (5) hours per month (“Scheduled Downtime”). We will use commercially reasonable efforts to (i) provide Scheduled Downtime during off-peak business hours (10pm – 5am eastern); and (ii) avoid Scheduled Downtime that would impact all Cloud Services Data Centers at the same time.
- 3.2 In the event that the Cloud Services is available for less than 99.99% of the total applicable time (excluding Scheduled Downtime) due to an outage during which the Cloud Services cannot process Your calls during the applicable month (a “Production Outage”), You may request a credit (“Credit”) subject to the Your provision of written notice of such Production Outage within thirty (30) days after the end of the applicable month. Such notice must contain a description of the Production Outage including the date and approximate beginning and end time of the Production Outage service incident for Our verification. Subject to Our verification that the Production Outage has occurred, You shall be entitled to Credits for a Production Outage for the identified range as set forth in this Section 3.2, based on the number of Users impacted by the Production Outage.

4. Production Outage Credit

Service Availability Percentage Range-Outages	Credits
≥99.99 %	None
<99.99 % ≥ 99.9%	1.5% of Minimum Monthly Recurring Charge
<99.9% ≥ 98.9%	2.5% of Minimum Monthly Recurring Charge
<98.9% ≥ 97.0%	5% of Minimum Monthly Recurring Charge
< 97.0%	10% of Minimum Monthly Recurring Charge

We, however, will not issue Credits for Production Outages caused by: Equipment, Communications Circuits, VOIP Services, and carrier network services (e.g. voice, data, MPLS, Toll Free, DID), including delivery of calls over the internet; Your software, hardware, equipment, services, computers, and facilities; power failures;

third party integrations; modifications made by You, Users or a third party to Your applications, services or any features or functionality thereof; actions or inactions required for compliance with Laws; Internet connectivity or failures; and Force Majeure events. This Service Level Agreement is applicable provided You are not in material breach of the Agreement. This Service Level Agreement and corresponding Credits, if any, are Your sole and exclusive rights and remedies regarding Cloud Services platform availability.

5. **Product Support and Availability**

Product Support and availability for all products and services purchased hereunder are subject to the policies and procedures set forth in the Genesys Engage and PureConnect Lifecycle Policy located at <https://tinyurl.com/LifecyclePolicy> which is incorporated herein by reference.

SCHEDULE B

SECURITY TERMS FOR CLOUD SERVICES

These “Cloud Security Terms” describe the minimum requirements for information security and data protection provided by Us to You related to the provision of Cloud Services that You have licensed from Us. These terms are applicable to the extent that We have access to and control over Customer Data.

1. **Security Standards.** We have implemented and will maintain an information security program that follows generally accepted system security principles embodied in the ISO 27001 standard designed to protect Customer Data as appropriate to the nature and scope of the Cloud Services provided.
- 1.1 **Security Awareness and Training.** We have developed and will maintain an information security and awareness program that is delivered to all employees and appropriate contractors at the time of hire or contract commencement and annually thereafter. The awareness program is delivered electronically and includes a testing aspect with minimum requirements to pass.
- 1.2 **Policies and Procedures.** We will maintain appropriate policies and procedures to support the information security program. Policies and procedures will be reviewed annually and updated as necessary.
- 1.3 **Change Management.** We will utilize a change management process based on Industry Standards to ensure that all changes to the Cloud Services Environment are appropriately reviewed, tested, and approved.
- 1.4 **Data Storage and Backup.** We will create backups of critical Customer Data according to documented backup procedures. Customer Data will be stored and maintained solely on designated backup storage media within the Data Center(s). Backup data will not be stored on portable media. Customer Data stored on backup media will be protected from unauthorized access.
- 1.5 **Anti-Virus and Anti-Malware Protection.** We will utilize Industry Standard anti-virus and anti-malware protection solutions to ensure that all non-Linux servers in the Cloud Services Environment are appropriately protected against malicious software such as trojan horses, viruses, and worms. We will use Industry Standard practice to ensure that the Cloud Services as delivered to You do not include any program, routine, subroutine, or data (including malicious software or “malware,” viruses, worms, and Trojan Horses) that are designed to disrupt the proper operation of the Cloud Services, or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action, will cause the Cloud Services to be destroyed, damaged or rendered inoperable. You acknowledge that the use of license keys will not be a breach of this section.
- 1.6 **Vulnerability and Patch Management.** We will maintain a vulnerability management program that ensures compliance with the standards of Our information security program.
- 1.7 **Data Destruction.** We and Our subcontractors will follow Industry Standard processes to destroy obsolete data and retired equipment that formerly held Customer Data.
- 1.8 **Penetration Testing.** On at least an annual basis, We will conduct a vulnerability assessment and penetration testing engagement with an independent qualified vendor. Issues identified during the engagement will be appropriately addressed within a reasonable time-frame commensurate with the identified risk level of the issue. A cleansed version of the executive summary of the test results will be made available to You upon written request and will be subject to non-disclosure and confidentiality agreements.

2. NETWORK SECURITY

Network Controls. We will employ network security controls based on Industry Standards to ensure that Your Customer Data is segmented and isolated from other Customer Data within the Cloud Services Environment. Controls include, but are not limited to:

- 2.1 **Firewall Services.** We will use firewall services to protect the Cloud Services Environment. We will maintain granular ingress and egress rules and changes must be approved through Our change management system.
- 2.2 **Intrusion Detection System.** We will implement intrusion detection systems across the Cloud Services Environments which may be either network based, host based or a combination of the two.
- 2.3 **No Wireless Networks.** We will not use wireless networks within the Cloud Services Environment.
- 2.4 **Data Connections between You and the Cloud Services Environment.** We will use TLS, VPN and/or MPLS circuits to secure connections between browsers, client apps, and mobile apps to the Cloud Services Environment. Connections traversing an untrusted network (e.g. the Internet) will use TLS.
- 2.5 **Data Connections between Cloud Services Environment and Third Parties.** We will conduct transmission or exchange of Customer Data with You and any third parties authorized by You to receive Your Customer Data using secure methods (e.g. TLS, HTTPS, SFTP).
- 2.6 **Encrypted Recordings.** We will encrypt call recordings and chat sessions. We may elect to implement a unique password, known only to You, to protect the encryption keys used to secure the call recordings and chat sessions. You are responsible for keeping Personal Data out of the recordings via the Cloud Services interface (for example, using the pause functionality).
- 2.7 **Encryption Protection.** We will use Industry Standard methods to support encryption.
- 2.8 **Logging and Monitoring.** We will log security events from the operating perspective for all servers in the Cloud Services Environment. We will monitor and investigate events that may indicate a security incident or problem. Event records will be retained for one year.

3. USER ACCESS CONTROL

- 3.1 **Access Control.** We will implement appropriate access controls to ensure only authorized Users have access to Customer Data within the Cloud Services Environment.
- 3.2 **Your User Access.** You are responsible for managing User access controls within the application. You will define the usernames, roles, and password characteristics (length, complexity, and expiration timeframe) for Your Users. You are responsible for any failure by You, Your agents, contractors or employees (including without limitation all Users) to maintain the security of all usernames, passwords and other account information under Your control. You are responsible for all use of the Cloud Services through Your usernames and passwords whether or not authorized by You and all charges resulting from such use. You will immediately notify Us if You become aware of any unauthorized use of the Cloud Services.
- 3.3 **Our User Access.** We will create individual accounts for each of Our employees or contractors who have a business need to access Customer Data or Your systems within the Cloud Services Environment. We will employ the following guidelines regarding Our employee and contractor account management:
 - 3.3.1 Employee and contractor accounts will be requested and authorized by Our management.
 - 3.3.2 Strong password controls will be systematically enforced.
 - 3.3.3 Connections will be made via secure VPN using strong passwords that expire every ninety (90) days.
 - 3.3.4 Session time-outs will be systematically enforced.
 - 3.3.5 Employee and contractor accounts will be promptly disabled when there is no longer a valid business need for access.

4. **BUSINESS CONTINUITY AND DISASTER RECOVERY**

- 4.1 **Disruption Protection.** The Cloud Services will be deployed and configured in a high-availability design and the Cloud Services will be deployed across separate Data Centers to provide optimal availability of the Cloud Services. The Cloud Services Environment is physically separated from Our corporate network environment so that a disruption event involving the corporate environment does not impact the availability of the Cloud Services.
- 4.2 **Business Continuity.** We will maintain a corporate business continuity plan designed to ensure that ongoing monitoring and support services will continue in the event of a disruption event involving the corporate environment.
- 4.3 **Disaster Recovery.** The Cloud Services will be deployed in a high-availability, redundant design. A disruption event at a single Data Center will trigger a system fail-over to the back-up Data Center to minimize disruption to the Cloud Services. For these Cloud Services, You are responsible for defining specific parameters regarding fail-over.

5. **SECURITY INCIDENT RESPONSE**

- 5.1 **Security Incident Response Program.** We will maintain a Security Incident response program based on Industry Standards designed to identify and respond to Security Incidents involving Customer Data. The program will be reviewed, tested and, if necessary, updated on at least an annual basis. “Security Incident” means a confirmed event resulting in the unauthorized use, deletion, modification, disclosure or access to Customer Data.
- 5.2 **Notification.** In the event of a Security Incident or other security event requiring notification under applicable Law, We will notify You within thirty-six (36) hours and will reasonably cooperate so that You can make any required notifications relating to such event, unless We are specifically requested by law enforcement or a court order not to do so.
- 5.3 **Notification Details.** We will provide You with the following details regarding any Security Incidents: (i) date that the Security Incident was identified and confirmed; (ii) the nature and impact of the Security Incident; (iii) actions We have already taken; (iv) corrective measures to be taken; and (v) evaluation of alternatives and next steps.
- 5.4 **Ongoing Communications.** We will continue providing appropriate status reports to You regarding the resolution of the Security Incident, continually work in good faith to correct the Security Incident and to prevent future such Security Incidents. We will cooperate, as reasonably requested by You, to further investigate and resolve the Security Incident.

6. **DATA CENTER PROTECTIONS**

- 6.1 **Data Center.** We contract with third-party providers for Data Center space. Data Center providers and related services are reviewed on an annual basis to ensure that they continue to meet Our needs and Yours. Each Data Center provider maintains certification based on its independent business models. Security and compliance certifications and/or attestation reports for the Data Center(s) relevant to Your Cloud Services will be provided upon written request and may require additional non-disclosure agreements to be executed.
- 6.2 **Physical Security.** Each Data Center is housed within a secure and hardened facility with the following minimum physical security requirements: (a) secured and monitored points of entry; (b) surveillance cameras in facility; (c) on-site access validation with identity check; (d) access only to persons on an access list approved by Us; (e) on-site network operations center staffed 24x7x365.
- 6.3 **Environmental Controls.** Each Data Center is equipped to provide redundant external electrical power sources, redundant uninterruptible power supplies, backup generator power and redundant temperature and humidity controls.

7. PRIVACY

We have developed and will maintain a privacy program designed to respect and protect Customer Data under Our control.

8. USE OF THE CLOUD SERVICES

- 8.1 You will not, and will not permit or authorize others to, use the Cloud Services for any of the following: (i) to violate Law; (ii) to transmit Malicious Code; (iii) to transmit 911 or any emergency services (or reconfigure to support or provide such use); (iv) to interfere with, unreasonably burden, or disrupt the integrity or performance of the Cloud Services or third-party data contained therein; (v) to attempt to gain unauthorized access to systems or networks; or (vi) to provide the Cloud Services to non-User third parties, including, by resale, license, lend or lease.
- 8.2 You will use commercially reasonable efforts to prevent and/or block any prohibited use by Users.
- 8.3 You will maintain any reasonable, appropriate administrative, physical, and technical level of security regarding Your account ID, password, antivirus and firewall protections, and connectivity with the Cloud Services.
- 8.4 You shall maintain strict security over all VoIP Services lines. You acknowledge that We do not provide You the ability to reach 911 or other emergency services and You agree to inform any individuals who may be present where the Cloud Services are used, or who use the Cloud Services, of the non-availability of 911 or other emergency dialing.
- 8.5 If the Cloud Services will be used to transmit or process Personal Data, You will ensure that all Personal Data is captured and used solely via the use of available Security Features.
- 8.6 Recordings. You acknowledge and agree that use of Recordings is solely within Your discretion and control. Without limiting the foregoing: (i) You accept sole responsibility for determining the method and manner of performing recording such that it is compliant with all Laws and for instructing the services accordingly; and (ii) You shall ensure that Recordings shall be made only for diagnostic, quality assurance, archival, and/or Support purposes, and in any event only for purposes required and/or in compliance with, all Laws. You will ensure that (a) Recordings will not knowingly include any bank account number, credit card number, authentication code, Social Security number or Personal Data, except as allowed or required by all Laws; or (v) Recordings are encrypted at all times. To the extent Recordings are encrypted or where encryption is electable by You as part of the Cloud Services, You shall elect such encryption. You shall not modify, disable, or circumvent the Recording encryption feature within the Cloud Services and shall otherwise ensure that it will use the Cloud Services in compliance with the encryption feature.

9. INDUSTRY SPECIFIC CERTIFICATIONS

- 9.1 Our security and operational controls are based on Industry Standard practices and are certified to meet the guidelines indicated in the table below. These Industry Standard practices are applicable to Our Genesys Engage Cloud Services hosted on Amazon Web Services (AWS) and Microsoft Azure (Azure) cloud platforms. Genesys Cloud Services are hosted on the AWS cloud platform.
- 9.2 Nevertheless, you are solely responsible for achieving and maintaining any industry-specific certifications required for your business:

CLOUD SERVICE	PCI	SOC2 Type II	ISO 27001	HIPAA	SIG FULL	SIG LITE
Genesys Engage Cloud*	☑	☑	☑	☑	☑	☑
Genesys Cloud	☑	☑	☑	☑		☑

* Existing security and compliance certifications are inherited by Azure Cloud and will be formally attested per the compliance certification cycle.^[P1]_[SEP]

10. **AUDITS**

Subject to Our reasonable confidentiality and information security policies, You or a qualified third party chosen by You, shall have the right, not more than once a year and upon thirty (30) days' written notice, to perform a security assessment of Our compliance with these Cloud Security Terms, provided that You have demonstrated that You have a reasonable belief that We are not in compliance. During normal business hours, You or Your authorized representatives may inspect Our policies and practices implemented to comply with these Cloud Security Terms, which may include a site visit and a review of reasonable supporting documentation, provided that You agree that such right shall not include the right to on-site inspections or audits of Our third-party hosting facilities and equipment. No such assessment shall violate Our obligations of confidentiality to customers or reveal Our Intellectual Property. Any assessment performed pursuant to this Section shall not interfere with the normal conduct of Our business. We shall cooperate in a commercially reasonable manner with any such assessment and reserve the right to charge You for Our reasonable costs incurred in connection with any such assessment.

SCHEDULE C SUBSCRIPTION SOFTWARE LICENSE TERMS

Genesys Engage | cloud private edition Software Release

This Subscription Software License Schedule contains terms and conditions that govern Your purchase and use of Genesys Engage Cloud | private edition Software (“Software”). The provisions of this Schedule shall apply to all Orders issued by You for subscription Software licenses. Except as otherwise modified herein, the Terms and Conditions shall remain in full force and effect.

1. **Subscription Software Licenses**

- 1.1 **Software Subscription.** When You place an Order for subscription Software, We grant You and Your Affiliates a non-exclusive, non-transferable, revocable worldwide right to authorize individuals solely within Your and Your Affiliates’ organization to access the subscription Software during the Subscription Term of a Services Order for subscription Software but only for Your internal business purposes and subject to the terms and conditions of this Agreement, the Documentation and the terms associated with the specific Services Order.
- 1.2 **Evaluation Software.** Evaluation Software may be provided to You solely for Your nonproduction usage for purposes of internal evaluation and demonstration. Evaluation Software is provided “AS-IS” and without any warranty or indemnification of any kind including any set forth in this section or elsewhere in this Agreement.
- 1.3 All Software licenses granted in this Schedule are granted separately from any Services You may receive from Genesys, and does not require You to purchase such Services.
- 1.4 **Back-up copies.** You are authorized to make a reasonable number of copies of the Software for archival and cold back up purposes.
- 1.5 **Documentation and Licensing.** By downloading, pulling, installing, or copying the Software or any update or fix-thereto, You accept the then current Documentation and Licensing that govern the use of the product. Details about Software licensing and associated definitions can be found in the Licensing and Compliance documentation which is incorporated in the Agreement by this reference. The Licensing and Compliance documentation can be found at <https://tinyurl.com/y5qr4kbj>.
- 1.6 **Third Party Technology.** Except as otherwise required by Law or by underlying third party license agreements, any third-party technology provided as part of a Software product is limited to use only with such product.

2. **Delivery and Acceptance**

- 2.1 Genesys will deliver Software pursuant to Orders placed under this Agreement. In the case of electronic delivery, delivery shall occur when Software has been made available on Our Software Delivery Site and You are provided all necessary credentials to download or pull Software from such site. You are responsible for maintaining the proper infrastructure to support receipt of the updates of Software from such site.
- 2.2 In the case of physical shipment, delivery shall be f.o.b. shipping point. Acceptance shall be deemed to occur upon delivery of the Software. With respect to Third Party Equipment provided hereunder, delivery will be applicable f.o.b. Third Party Supplier’s or Genesys’ point of origin. Acceptance of the Third Party Products shall be upon delivery to the first carrier.

3. **Termination for Convenience**

- 3.1 You may terminate this Schedule C (Subscription Software License Terms Genesys Engage | Cloud Private Edition Software Release), together with each and all applicable Services Orders (or any other forms or ordering documents) in effect between the parties as of the effective date of termination, without cause and without further charge or expense at any time, immediately upon written notice to Genesys sent to LegalT4C@genesys.com. However, by terminating this Agreement for convenience, all other agreements under which You (or any of your affiliates or related parties) could procure any other Genesys product or service offerings, including professional services or support commitments existing as of the effective date of the

termination (collectively, for purposes of this Schedule C, the “**Agreement**”), but in all cases excluding any third party product or service offerings (e.g. AppFoundry), will also immediately terminate.

3.2 **Effect of Termination.** Immediately upon termination of the Agreement (with the exception of any fully-paid perpetual licenses previously licensed to You (or any of your Affiliates or Related Parties) under any other agreement between You and Genesys), and regardless of anything to the contrary, all licenses and rights granted under the Agreement shall terminate and You must: (a) immediately pay any unpaid charges or fees incurred up to the effective date of termination as further described below; (b) stop using all Materials provided or made available under the Agreement; and (c) if applicable, destroy all such Materials and all copies from all computing or storage equipment, and verify such destruction or deletion in a statement signed by a Vice-President or a duly authorized representative and send to LegalT4C@genesys.com. Once You attest to having completed the steps outlined in Section 3.2(b) and Section 3.2(c) above, then, upon written request, Genesys will only pay You any pre-paid, unused subscription fees for the Software licensed under this Schedule C (“**Refund Fees**”) in accordance with the Section 3.3 (Refund) below. Refund Fees will be calculated on the number of months remaining in the Term of the applicable Services Order.

3.3 **Refund.** If the Agreement is terminated without cause, neither party shall have further obligations under the Agreement, except that the parties shall remain bound by the obligations within Section 12.5 (Survival of Terms) of the Genesys Choice Agreement along with the terms in all other agreements under which You (or any of Your Affiliates or Related Parties) could procure any other Genesys offering by which, by their nature, are intended to survive termination will survive termination, including restrictions, confidentiality obligations, ownership terms, indemnification obligations, disclaimers, and limitations of liability. Refund Fees will be paid within sixty (60) days to You after You satisfy the requirements identified in Section 3.2(b) and Section 3.2(c), and any unpaid fees reflecting the Services (defined as may be applicable: Cloud Services, Equipment, Software licenses, third party fees, Professional Services, and Support for purposes of this Schedule delivered or made available to You prior to the termination date shall become immediately due and payable.

4. **Software**

4.1 **Software Updates.** You are responsible for and must update to the latest version of Software from the Software Delivery Site as new Software and associated artifacts are made available to You. Failure to update Software may impact security, functionality and support.

4.2 **Infrastructure Software and Backend Services.** You are solely responsible for acquiring, deploying and maintaining currently supported versions of prerequisite Infrastructure software and Backend Services required to operate Software in accordance with the Documentation.

4.3 Genesys does not provide maintenance or technical support for prerequisite Infrastructure software and/or Backend Services. Obtaining maintenance or technical support for prerequisite Infrastructure software and/or Backend Services is Your responsibility.

5. **Warranty**

5.1 **Third Party Warranties.** The relevant Third-Party Supplier shall be responsible for all warranties, indemnities and other liabilities involving or related to the Third-Party Products. Genesys will use reasonable commercial efforts to enforce Your warranties, indemnities and other remedies provided by the Third-Party Suppliers.

6. **Pricing, & System Requirements**

6.1 **Renewal and Termination.** All renewals must be for all Software covered under the prior Term and Genesys will not accept partial renewals without repricing in a manner consistent with pricing thresholds of the remaining Subscription.

6.2 **System Requirements.** You agree to maintain minimum system requirements prescribed by Genesys, which may include a requirement to download, pull, install, operate and otherwise maintain the latest version of the Software. You are responsible for procuring and/or updating any applicable hardware, Infrastructure Software, Backend Services, third party services, equipment, third party software, and network or communication

services, required to support Your use of the Software or Subscription Services at Your usage levels.

- 6.3 You may elect to increase your spend commitment by purchasing additional products during the applicable Subscription Term at the price reflected in Genesys' then current price list. Any such additions will terminate at the end of the Subscription Term in which they are purchased. For example, if You agreed to a two (2) year Subscription Term and You increased Your spend commitment by purchasing additional products in the second year of such Term, then all of the Your products will terminate at the end of the two (2) year Subscription Term.

7. **Supplemental Subscription Services, and Service Element Consumption**

- 7.1 **Supplemental Subscription Service Catalog.** During an active Subscription Term, You may purchase supplemental service elements, which are defined in the Genesys Customer Success Service Catalog ("Success Catalog") and which may include specifically defined professional services, support services, or training and education services. ("Service Elements") Service Elements may be purchased by issuance of a purchase order and invoicing under the terms of the Agreement. The Fees for any such Supplemental Subscription Services shall be invoiced in advance and payment shall be due within thirty (30) days of the date of the invoice.

- 7.2 **Genesys Customer Success Service Elements.** During the Initial Subscription Term, all Service Elements provided as part of the **Genesys Customer Success Offer** must be fully consumed prior to the first anniversary of the start of the Initial Subscription Term. All Service Elements purchased separately must be fully consumed within 12 months of the purchase date.

8. **Subscription Consumption Usage Data and Audit**

- 8.1 You agree that Genesys may measure Your consumption of the Software solely for the purpose of determining invoicing and compliance with the provisions of this Schedule. Consumption measurement will include the placement of a Genesys approved consumption verification function within Your environment at any or all times during the period of usage. You also agree to permit the Genesys approved consumption verification function to communicate with Genesys for the purposes of consumption measurement, invoicing and compliance with the provisions of this Schedule.
- 8.2 If You are not in compliance with the provisions of this Schedule, You will correct any failure of compliance including without limitation paying any additional Fees that may be due and, if such non-compliance is material, You will pay the reasonable costs of an audit. You will cooperate fully with Genesys and/or its designee in any official or unofficial audit conducted hereunder. The right to audit will survive termination of the Agreement.

9. **Genesys Customer Success Services**

- 9.1 **Genesys Customer Success Services** are an agreed upon offer of Services that Genesys will provide in conjunction with the Subscription offering provided herein. **Genesys Customer Success Services** shall be governed by the terms of the Agreement and this Schedule.

10. **Support**

- 10.1 **Technical Support Procedures.** Genesys shall use commercially reasonable efforts to correct material errors in the Software in accordance with the technical support and escalation procedures set forth in the Support Guide for On-Premise Licenses which is located at <https://tinyurl.com/y2nwbcjd>. In the event that remote resolution is not possible, Genesys may, upon mutual agreement, attend Your site to attempt such resolution. In such case, additional fees and travel expenses may be applicable.

- 10.2 **Covered Versions and Exclusions.** Genesys shall provide Support for Software in accordance with the Support Guide for On-Premises Licenses which is located at <https://tinyurl.com/y2nwbcjd>. Genesys shall not provide Support relating to flaws in operation arising out of: (i) changes to the operating system or environment which adversely affects the Software; (ii) any alterations, Customizations of or additions to the Software performed by parties other than Genesys or at the direction of Genesys; (iii) use of the Software not in accordance with the Agreement or Documentation; (iv) accident, negligence or misuse of the Software; (v) interconnection of the Software with other software not supported by Genesys; (vi) modification of the database structure designed to be used by the Software or (vii) introduction or extraction of data into, or from any

Software database, by any means other than the use of Genesys application programming interfaces. Genesys shall have no obligation to provide Support unless You are current on all Fees due under the Agreement.

10.3 Support shall be provided as set forth in the Support Guide for On-Premises Licenses which is located at <https://tinyurl.com/y2nwbcd>.

10.4 **Usage Outside of Your Plan.** If You use Support outside of Your plan, You will be invoiced for such usage at the then current Genesys prices for and Support.

10.5 **Developer Materials.** Maintenance and Support for Developer Materials does not include any Support for Developed Works or any general development support.

11. Definitions

“Backend Services” means a service or services provided by you acting as middleware providing connectivity from Your platform to third-party cloud-based services via application programming interfaces (APIs).

“Customization” means any alteration, derivation, modification, configuration or customization of the Software or Deliverable regardless of whether developed by Genesys, You, or any other person or entity and regardless of whether developed using Genesys tools, methods, or training.

“Derivative Work” means a new or modified work that is based on or derived from all or any part of the Software, including without limitation, a revision, modification, translation, localization, adaptation, abridgment, port, condensation or expansion, in any form, of the Software, or any work that would infringe any copyright if created without the authorization of the copyright holder or any other intellectual property right in the Software or that uses trade secrets or other Confidential Information embodied in or used by the Software.

“Documentation” means applicable technical published manuals made available to You.

“Evaluation Software” means Software provided only for the purpose of internal evaluation and demonstration.

“Infrastructure Software” means software and/or services provided by You that are required to operate, monitor, manage, support and deploy Software.

“Software Delivery Site” means the location We designate to and electronically deliver Software to You. Electronic delivery may use one or more industry standard technologies and/or practices such as File Transfer Protocol (FTP) or Continuous Delivery (CD) to deliver Software to You.

“Training” means Genesys core curriculum training as provided through Genesys University, including designated training required for Designated Contacts.

SCHEDULE C-1 GENESYS CUSTOMER SUCCESS SERVICES

1. **Support.** Genesys will provide any services delivered as part of the Genesys Customer Success Services, including any Deliverables, as described in the Genesys Customer Success Catalog executed by the parties in accordance with the terms of the Agreement, including this exhibit.
2. **Training.** Training will be provided in accordance with the “Terms and Conditions – Genesys Beyond” and the Agreement.
3. **Staffing.** Genesys will make all staffing decisions in its performance of the Genesys Customer Success Services including use of subcontractors. Genesys will be responsible for the performance of subcontractors hereunder.
4. **Resources.** You shall make available in a timely manner at no charge to Genesys all data, facilities, data, equipment or other resources reasonably required by Genesys to perform the Genesys Customer Success Services. This may include providing the necessary server/networking infrastructure to implement and utilize the system, cables, cabling, and connections to “house” wiring, and guaranteeing the house wiring has been tested and is fully certified to function. You are responsible for all hardware, software, and services provided by other consultants or third-party vendors that may also be involved with the service. You warrant that You have obtained valid licenses or other legal rights to use, and to permit Genesys to use on Your behalf, all equipment, software, documentation and other materials not provided by Genesys that are used in the performance of the Genesys Customer Success Services
3. **Your Data.** Prior to providing Genesys access to Your computer system or network, You are responsible for performing a full backup including all Your data. Genesys will have no responsibility for Your failure to perform a full backup or for the results of the backup including the reliability of Your backup software, equipment or media. It is solely Your responsibility to determine and implement all necessary steps to backup Your data and Genesys will have no responsibility for loss of or damage to Your data.
4. **Access.** Genesys may require after-hours and/or weekend access to any services sites.
5. **Location of Services.** All **Genesys Customer Success** Services will be delivered remotely unless otherwise stated in this Schedule, an applicable Order, or other document between the parties. Where **Genesys Customer Success** Services are provided at Your site, You will provide a safe and secure work environment.
6. **Communication.** Genesys will communicate with Your appointed Point of Contact for the applicable service. He/she will be responsible for all communications among all Your staff, vendors, consultants and for the escalation and resolution of any of your issues.
7. **Cooperation.** You agree that the successful and timely performance of the **Genesys Customer Success** Services requires Your good faith cooperation and Your participation and commitment during the Service delivery will be a key to its success. This participation and involvement will include assigned tasks to Customer team members as outlined in the Services documentation. Accordingly, You agree to fully cooperate with Genesys including without limitation: (i) providing relevant information and materials as reasonably requested; (ii) granting Genesys a royalty-free, non-exclusive license to use such information and materials to perform the **Genesys Customer Success** Services; (iii) making Your personnel available to Genesys as reasonably requested; and (iv) permitting Genesys to access Your network via a virtual private network (VPN) as reasonably requested. You acknowledge that the **Genesys Customer Success** Services may be delayed or not completed if You do not cooperate with Genesys or if Genesys' performance is otherwise delayed or prevented by You or Your contractors or agents. If completing a particular milestone requires performance of tasks by You or a third party outside Genesys control, the completion dates for such milestones will be equitably adjusted
8. **Minor Modifications.** Genesys reserves the right to amend the tools, information, documentation and any other materials or services without notice to You where, at the sole discretion of Genesys where such amendment does not constitute a fundamental change to the materials.
9. **Language.** All **Genesys Customer Success** Services, materials and communications are assumed to be delivered in English.

SCHEDULE C-2

CUSTOM APPLICATION SUPPORT TERMS AND CONDITIONS

The provisions of this Schedule shall apply to Custom Application Support which may be offered at Genesys' option for certain Custom Applications delivered by Genesys under a Statement of Work.

1. Definitions

- 1.1 **“Genesys PS Asset”** means an off-the shelf software application or module that has been previously developed by Genesys Professional Services or one of its suppliers. A Genesys PS Asset is not “Software” as set forth in the Agreement and is not a standard, generally available product. A Genesys PS Asset is provided as a Professional Services deliverable, in accordance with the Agreement.
- 1.2 **“Packaged Services Offer”** means a service offering that is designed to streamline the services delivery process and represents one or more written procedures or rules optionally augmented by certain tools or applications and applicable documentation pertaining to its operation and that is pre-packaged and contracted and marketed as a standalone services offer or in conjunction with other packaged services offers. A Packaged Services Offer is provided in accordance with a Statement of Work or Letter of Engagement.
- 1.3 **“Application Support Fee”** means the annual fee to be paid to Genesys to entitle You to access and use Custom Application Support in accordance with the provisions of this Agreement.
- 1.4 **“Custom Application Support”** means the support service for Custom Applications provided by Genesys and its qualified suppliers and described in Section 2 of this Schedule that provides (i) break/fix support services and documentation updates for Custom Applications; (ii) remote telephone or email assistance with respect to the support between the times stated in the “Custom Application Support Program Guide” located at <http://genesyslab.com/support> and (iii) You access to Genesys Professional Services personnel through the Genesys technical support interface, twenty-four (24) hours per day, seven (7) days per week, for “Critical” issues as defined herein. Telephone/email assistance shall comprise of: (A) clarification of functions and features of the Creations, (B) clarification of Documentation pertaining to the Creations or Packaged Services Offers and (C) error verification, analysis and resolution with respect to the Custom Applications. Custom Applications Support is not included in Support and is an optional, separate service offering.
- 1.5 **“Custom Application”** means a Creation, Genesys PS Asset or Packaged Services Offer that is supported under a Statement of Work for Custom Application Support.

2. Custom Application Support

- 2.1. **Initial Purchase and Fees.** You shall purchase and receive Custom Application Support as stated in corresponding Professional Services Statement of Work detailing which Custom Applications are being supported and stating the applicable Application Support Fees. Genesys reserves the right to decide which Custom Applications will be eligible for Custom Application Support coverage.
- 2.2. **Custom Application Support Procedures.** Genesys shall use commercially reasonable efforts to correct material errors in the Custom Applications in accordance with the Custom Application Support and escalation procedures set forth in the Custom Application Support Program Guide. Genesys will provide: (i) Custom Application Support for the Custom Applications through the lifecycle of the Major Release of the Software that the Custom Application was deployed on (excluding major architectural changes that impact interoperability with previous versions of the Software and introduction of new Major Releases from 3rd party providers) while the support agreement remains in effect; and (ii) impact assessment for support under subsequent Major versions of the Software. The details of the version coverage will be provided on a case by case basis in the applicable Statement of Work.
- 2.3. **Exclusions.** Genesys shall not provide Custom Application Support relating to flaws in operation arising out of: (i) changes to the operating system or environment which adversely affects the Custom Applications under Support; (ii) any alterations of or additions to the originally designed and developed code performed by parties other than Genesys or at the direction of Genesys; (iii) use of the Custom Application not in accordance with the

provided Documentation; (iv) accident, negligence or misuse of the Custom Application; (v) interconnection of the Custom Application with software not supported by Genesys; (vi) modifications to the application or peripheral systems to be used by the Custom Application, or (vii) hardware malfunction or improper hardware configuration. Genesys shall have no obligation to provide Custom Application Support unless You are current on all Fees due under this Agreement.

- 2.4. **Resolution of Non-Genesys Problems** Genesys will investigate and diagnose all tickets opened related to the Custom Application. Genesys will use commercially reasonable efforts to provide resolution to defects found within the originally developed Custom Application code. Upon receipt of a call from You, Genesys will initially perform problem determination on the issues reported through the technical support interface. After this problem determination period, should Genesys determine there is significant likelihood that a reported problem is caused by factors outside of the Custom Application, including but not limited to Your firewall, database, network, telecommunications equipment, host computers or applications (“Non-Genesys Problem”), You will have the option to assume responsibility for further problem diagnosis and resolution or to approve in writing via the Change Control System defined in the applicable Statement of Work, Genesys’ continued investigation and work on resolution of the Non-Genesys Problem. Such services would be provided during Normal Business Hours and at the applicable Professional Services Hourly Rate.
- 2.5. **Designated Contracts.** You shall appoint at least two (2) employees to initiate and manage Custom Application Support inquiries with Genesys “Designated Contacts”).
- 2.6. **Onsite Support and Expenses.** All Custom Application Support Services will be provided remotely unless otherwise agreed upon in writing by the parties. Travel and living expenses are not included in the annual Application Support fee. If both You and Genesys determine that onsite support is necessary, any travel and living expenses will be agreed with You prior to incurring the expenses and You will issue a valid purchase order equal to the estimate. Travel and living expenses incurred by Genesys will be billed monthly at actual cost.
3. **Custom Application Support Term**
 - 3.1. Custom Application Support shall be provided to You for a period of twelve (12) months from the delivery of the Application Support Commencement Notice stating the effective date (“Initial Custom Application Support Term”) and for consecutive twelve (12) month terms commencing on each anniversary of the effective date (“Renewal Date”) (each such term being a “Renewal Term”), as agreed upon by the parties (collectively, “Custom Application Support Period”).
 - 3.2. **Renewal Procedure.** Custom Application Support provisions of this Agreement shall automatically renew at the end of the Custom Application Support Period unless terminated by the parties at least sixty (60) days prior to the end of the Custom Application Support Period. Genesys may increase the Custom Application Support effective on each Renewal Date by notifying You at least ninety (90) days prior to such Renewal Date. Genesys shall notify You of an impending expiration at least ninety (90) days prior to the last date of the Initial Custom Application Support Term or a Renewal Custom Application Support Term (“Expiration Date”) and You shall, at least sixty (60) days prior to the then-current Expiration Date, either notify Genesys in writing of its intent not to renew or issue a Custom Application Support renewal purchase order or Order. Notwithstanding the automatic renewal clause set forth above, in case of Your failure to provide a Custom Application Support renewal purchase order or Order prior to the end of the Custom Application Support Period, Genesys shall be entitled to immediately terminate or suspend all Custom Application Support Services without notice.
 - 3.3. **Reinstatement.** If Custom Application Support is terminated or expires, the parties may agree in writing to subsequently renew or reinstate Custom Application Support for a Renewal Term of at least twelve months from the date of such renewal. In such case, as a prerequisite to renewal, You shall pay at a minimum all Custom Application Support Fees that would have been due had Custom Application Support not terminated or expired and may be required to pay additional reinstatement Fees.
 - 3.4. Genesys shall have no obligation to provide Custom Application Support unless You are current on all Support Fees due under this Agreement.

SCHEDULE C-3 SPECIAL TERMS FOR SOFTWARE DEVELOPMENT KITS

The provisions of this Schedule shall supersede any conflicting provisions of the Agreement for purposes of Developer Materials.

1. Definitions

- 1.1 **“Customer Products”** means the commercially available software products that are owned or licensed by You, which products access, communicate or interoperate with the Software through Developed Works.
- 1.2 **“Developed Works”** means the software code (including without limitation the application or integration) developed by You by using the Developer Materials, which enables Customer Products to access, communicate or interoperate with The Software solely through Genesys proprietary interface elements, application program interfaces (“API”) or software development kits (“SDK”).
- 1.3 **“Developer Materials”** means Genesys productized SDK’s, in object code (and clear text formats if applicable) only, and Documentation, ordered by You pursuant to an Order. Developer Materials shall be included in the definition of “Software” for purposes of this Schedule.
- 1.4 **“Run-Time License”** means the Genesys run-time licenses as set forth at the Genesys web page located at the following URL: [<http://www.genesys.com/landing/software-development-kit-components>]. For the avoidance of doubt, Genesys reserves the right to amend Run-Time License related information published at the Genesys web page, in its sole discretion. The provisions of the Run-Time License information set forth herein (and on the applicable Genesys web page) shall supersede any conflicting information in the Documentation
- 1.5 **“Subcontractor”** means a third party entity or individual independent contractor whom You contract to perform on its behalf the authorized development activities set forth in this Schedule provided that (i) such third party shall not be a competitor of Genesys, as Genesys deems in its reasonable discretion; (ii) You shall notify Genesys in writing of the identity the third party (including without limitation contact information of such third party) to Genesys prior to the start of any work by such third party under this Schedule; (iii) You shall bind such third party by restrictions regarding disclosure and use of Confidential Information that are no less restrictive than those set forth herein; (iv) You shall properly coordinate and supervise work to be performed by such third party hereunder; (v) You shall remain responsible and liable for such third party’s compliance with the provisions of this Schedule; (vi) You shall ensure that such third party has assigned all rights, title and interest such third party may have or acquire in the Developed Works to You, and shall obtain from such third party all necessary waivers of rights (including without limitation, consent letter regarding non-performance of moral rights) in and to the Developed Works, in favor of You and its authorized assigns and successors; and (vii) and You shall ensure that such third party delivers to You: (A) the Developer Materials, (B) the Developed Works and (C) all information, documentation and materials (including without limitation, source code) relating to the Developed Works.

2. License Grants

- 2.1 **Development Rights.** Genesys grants to You a non-exclusive, non-transferable, terminable license, without any right to sublicense (except as expressly permitted herein), to permit its employees or a Subcontractor to use the Developer Materials described in a valid Order issued by You solely in accordance with the Documentation and the schedule of authorized integration development activities set forth at the Genesys web page located at the following URL: [<http://www.genesys.com/landing/software-development-kit-components>], to create, debug or test the Developed Works. Genesys reserves the right to amend the information set forth at the aforementioned Genesys Interworks Program web page in its sole discretion.
- 2.2 **Internal Use.** You shall be entitled to use the Developed Works solely for its own internal business operations, provided, however, that You license all applicable Run-Time Licenses prior to deployment of the Developed Works.
- 2.3 **Restrictions.** You shall not create Developed Works in a manner, and shall not permit the Developed Works

to be used or distributed in a manner that subjects Genesys Confidential Information, to license provisions which seek to require any Genesys Confidential Information to be licensed to or shared with any third party under provisions that require such Genesys Confidential Information to (A) be disclosed or distributed in source code form; (B) be licensed for the purpose of making derivative works; or (C) be redistributable at no charge.

2.4 Your development activities during the Term of this Schedule shall be subject to the following conditions:

2.4.1 You shall use the Developer Materials to create Developed Works, which, running in conjunction with the Software and applicable Run-Time licenses (collectively, “Integrated Solution”), shall conform to design and implementation guidelines and restrictions set forth in the Documentation. The Integrated Solution shall:

- Use only Genesys supported SDKs and Genesys products to access Genesys data;
- Not modify data/database schema in Genesys database tables directly using SQL;
- Not introduce database triggers or stored procedures that operate on Genesys database tables;
- Not compromise data or application security, access or visibility restrictions enforced by either the Software or Developed Works;
- Not impede the accurate or effective operation of the Software;
- Not compromise data integrity of the Software (e.g., if both the Software and Developed Works can modify the same data, then modifications by Developed Works must not circumvent data integrity rules of the Software); and
- Not cause duplicate copies of data to exist in both Integrated Solution and Genesys databases.

2.4.2 You shall not use the Developer Materials to create a product which has substantially similar or the same functionality as the Software as documented in the applicable documentation; and

2.4.3 You shall be solely responsible for updating the Developed Works as required to access, communicate or interoperate with the latest release of the Developer Materials or Genesys products.

3. **Proprietary Rights**

3.1 You shall retain all rights, title and interest in and to Customer Products and Developed Works. You acknowledge and agrees that Genesys and other licensees of Developer Materials may use, develop or sell the same or similar technology as Your Developed Works or Customer Products; provided that such technology is developed without the use of or reference to Your Developed Works or Customer Products.

3.2 **Indemnification.** In addition to the indemnification obligations set forth in the Agreement, You shall defend or, at its sole discretion, settle, any claim, action or proceeding brought against Genesys relating to the development, performance or use of the Developed Works; or any representation made by You that Genesys has endorsed, warranted or supports the Developed Works, and to indemnify Genesys against, and hold Genesys harmless from, any and all costs and damages finally awarded against Genesys that are directly attributable to such claim, action or proceeding.