

# GENESYS CLOUD END USER AGREEMENT

This Genesys Cloud End User Agreement and the documents referenced herein (the “Agreement”) contain terms and conditions that govern your access to, and use of, the Genesys Cloud Service and is an agreement between the Genesys Reselling Partner (“Licensor,” “Us,” “We,” “Our”) and you or the entity that you represent (“You,” “Your” or “Customer”), as indicated on the signature block below.

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.

This Agreement takes effect when both parties have executed the Services Order (the “Effective Date”). You represent to Us that You are lawfully able to enter into contracts that bind the entity You represent and that You have legal authority to do so.

## TERMS AND CONDITIONS

### SECTION ONE – SERVICES/DEFINITIONS

**1.1** In addition to the terms defined elsewhere in the Agreement, some defined terms that You should be familiar with are:

**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 ownership of a majority of shares or by control of the board of management.

**Cloud Services:** The Genesys cloud service offerings as made available to You using equipment, facilities and software owned or operated by or for Genesys as further described in the applicable schedule.

**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 used to make Service Improvements (as described in Section 9.5).

**Documentation** means the end user manual(s) and other materials typically provided for use with the Cloud Services, including applicable service descriptions found at <https://help.mypurecloud.com/articles/feature-list/>.

**Equipment:** Third party products provided on a pass-through basis without warranty from Us.

**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 equipment, software, services, processes, data or materials; (ii) Your non-compliance with this Agreement or Documentation; (iii) 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 or third party products.

**Force Majeure:** Delays or failures on performance resulting from acts beyond the control of a party. Such acts include acts of God, provider blockades, 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.

**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 will Feedback be deemed Customer intellectual property unless such Feedback existed on or before the Effective Date.

**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' or another's computer or property.

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

**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.

**Services:** the Cloud Services and Support.

**Services Order:** the document used to place orders for Cloud Services.

**Support:** the support and maintenance for the Cloud Services as described in the applicable Schedule.

**Term:** the term of the Cloud Services selected, as set forth in the Services Order.

## SECTION TWO – SCOPE OF USE

- 2.1 Proprietary Rights.** All trademarks, service marks, patents, copyrights, trade secrets and other intellectual property rights in any and all Services hardware, Documentation, Deliverables and any other materials, products or services provided to You or used in providing Services to You (collectively, “**Materials**”) are and will remain the exclusive property of Genesys or its business partners, licensors or suppliers, as applicable, whether or not specifically recognized or perfected under applicable local law. Genesys and its 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.
- 2.2 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 the cloud services or to assist anyone else in doing so; (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 business partners, licensors or suppliers in any Materials; (g) use the Materials in a manner that is defamatory, harassing, infringing or otherwise causes damage or injury to any person or property; (h) transmit viruses or other deleterious code; (i) perform unauthorized penetration testing or vulnerability scans; or (j) damage, disable, overburden or impair the Materials or any other party's use of the Materials. You are responsible for any use of the Materials by your Affiliates. You or any of Your end users will not and will not attempt to: (i) license, sell, lease or otherwise make the Services, or any like service, available to non-subscribers; (ii) use the Services in a way that violates any law, regulation or mandate, or the terms of this Agreement; or (iii) take any action that jeopardizes Our Confidential Information or proprietary information or acquire any right in the Services or in anything else shared with or made available to You.
- 2.3 Similar Materials and Services.** Subject to the confidentiality provisions of this Agreement, nothing in this Agreement precludes or limits Us, Our business partners, licensors, or suppliers in any way from providing materials or services that are similar to materials or services provided or contemplated in this Agreement or 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 and Our business partners, licensors, or suppliers are free to use any concepts, processes, techniques, improvements or other know-how developed 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 2.3, We do not claim any rights to Your Confidential Information.
- 2.4 Cloud Services License.** We grant You and Your Affiliates a non-exclusive, non-transferable, worldwide right, limited to the Term, to authorize individuals solely within Your and Your Affiliates' organization to access the Cloud Services during the term of a Services Order but only for Your own internal business purposes and subject to the terms and conditions of this Agreement, the applicable Cloud Services Schedule, the Documentation and the terms associated with the specific Services Order.

## SECTION THREE – CONFIDENTIALITY

- 3.1 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) is 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.

- 3.2 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.
- 3.3 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 will 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.

## SECTION FOUR – PAYMENTS

**Cloud Services.** You will pay all fees and charges for Cloud Services pursuant to the applicable Services Order

## SECTION FIVE – RESERVED

## SECTION SIX – WARRANTIES

- 6.1 Cloud Services Warranty.** Beginning on the date that the term of the initial Services Order for Cloud Services commences, We warrant to You that the Cloud Services will materially conform to the then current description of the 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 will be either: (i) allow Us to modify the Cloud Services to conform to the current descriptions; or (ii) allow Us to provide a workaround solution that will reasonably meet Your requirements. If neither option is commercially reasonable, We may terminate the Agreement and refund any pre-paid, unused fees.
- 6.2 Support Warranty.** We warrant that the 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 will be for Us to re-perform non-conforming services.
- 6.3 DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6 (WARRANTIES), ALL SERVICES AND OTHER MATERIALS OF ANY KIND, INCLUDING ANY AND ALL MATERIALS, THIRD PARTY PRODUCTS, DELIVERABLES, CUSTOMIZATIONS, HARDWARE, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND CLOUD SERVICES, ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE (AND OUR BUSINESS PARTNERS, LICENSORS AND SERVICE PROVIDERS) DISCLAIM ALL OTHER 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 OR OTHER MATERIALS OF ANY KIND WILL BE CORRECTED. YOU ASSUME ALL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES OR OTHER 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.
- 6.4 WE WILL HAVE NO WARRANTY OBLIGATIONS TO THE EXTENT A CLAIM AROSE FROM THE EXCLUSIONS. FURTHER, THE REMEDIES SET FORTH IN THIS SECTION SIX (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 WILL CONTROL.**

## SECTION SEVEN – LIMITATION OF LIABILITY AND INDEMNIFICATION

**7.1 CONSEQUENTIAL AND RELATED DAMAGES EXCLUSION.** SUBJECT TO SECTION 7.3, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR:

- 7.1.1** ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, COVER DAMAGES INCLUDING THE COST OF PROCURING AN ALTERNATIVE VENDOR OR SERVICE, OR ANY OTHER SIMILAR DAMAGES WHATSOEVER;
- 7.1.2** ANY LOSS OF PROFITS, BUSINESS, GOODWILL (INCLUDING PECUNIARY LOSSES ARISING FROM LOSS OF GOODWILL), OR REVENUE, LOSS OR CORRUPTION OR DESTRUCTION OF DATA; AND/OR
- 7.1.3** ANY LOSS ARISING FROM THE TRANSMISSION OF VIRUSES.

**7.2 LIMITATION OF LIABILITY.** SUBJECT TO SECTIONS 7.1 AND 7.3, LICENSORS (AND ITS BUSINESS PARTNERS', LICENSORS' AND SUPPLIERS') TOTAL AGGREGATE LIABILITY ARISING 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 NOT EXCEED THE FEES PAID OR PAYABLE TO US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM OR, IF THE CLAIM AROSE DURING ANY PERIOD BEFORE TWELVE (12) MONTHS HAD ELAPSED FROM THE EFFECTIVE DATE, DURING THAT SHORTER PERIOD, FOR THE MATERIALS OR SERVICES THAT ACTUALLY CAUSED THE LOSS, COST, CLAIM OR DAMAGE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS LIMITATION ON LIABILITY FORMS A FUNDAMENTAL BASIS OF THE BARGAIN HEREUNDER, IN THE ABSENCE OF WHICH, THE ANNUAL TERM OF AND FEES PAYABLE UNDER 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). **THIS SECTION AND OUR INDEMNIFICATION OBLIGATIONS TO YOU UNDER SECTION 7.3 REPRESENT YOUR SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT.**

**7.3 LIABILITY INCAPABLE OF EXCLUSION.** NOTHING IN THIS AGREEMENT EXCLUDES EITHER PARTY'S LIABILITY: (A) FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; (B) FOR FRAUD OR FRAUDULENT MISREPRESENTATION; (C) ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW; OR (D) EITHER PARTY'S INTELLECTUAL PROPERTY OBLIGATIONS.

**7.4 Licensor Indemnification.** Subject always to Your compliance with Section 7.6 (Indemnification Procedures), We, or Our licensor Genesys, 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 any patent, copyright or trade secret of such third party. If Your use of the Cloud Services may infringe any third party intellectual property rights, 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 that 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 and unused fees covering the remainder of the term of the applicable Services Order.

**7.5 Customer Indemnification.** You will defend Us and Our Affiliates and licensors at Your expense and 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 2 (Scope of Use); or (c) any circumstances arising under the Exclusions.

**7.6 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.

**7.7 WE WILL HAVE NO DEFENSE, WARRANTY OR INDEMNIFICATION OBLIGATIONS TO THE EXTENT ANY CLAIM(S) AROSE FROM AN EXCLUSION(S).**

## SECTION EIGHT – TERM AND TERMINATION

**8.1 Term.** The term of this Agreement shall begin on the Effective Date and shall continue as set forth in the Services Order.

**8.2 Termination for Cause.** 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, in the case of the Customer, any breach of the AWS Acceptable Use Policy) 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 Cloud Services.

- 8.3 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 or (b) destroy the Materials and all copies, and confirm in writing that they have been destroyed. 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 Clause 6.2.1 of the Genesys Cloud Schedule attached hereto. Your Genesys Cloud Service will be terminated at the end of the extension period, unless You request additional extension period(s) prior to the effective termination date.
- 8.4 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, warranty disclaimers, indemnification obligations, disclaimers, Exclusions and limitations of liability, effect of termination and general terms.

## SECTION NINE – CUSTOMER DATA

- 9.1 Ownership of Customer Data.** You retain ownership of and all intellectual property rights in Customer Data and grant Us and Our licensor, Genesys, 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.
- 9.2 Data Controller.** You may provide Customer Data for use with the Services. Notwithstanding obligations under the Agreement, You are the only Data Controller (as defined in the applicable data protection law, including the Regulation (EU) 2016/679) of Your Customer Data and You are solely responsible for the content and legal sufficiency of your Customer Data. Neither We, nor Our licensor, Genesys, make any claim of ownership to Customer Data.
- 9.3 Notice to Data Subjects.** Customer Data will be kept secure and confidential in accordance with the Section 3 (Confidentiality) of this Agreement and the Genesys Cloud 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.
- 9.4 Username and Passwords.** You will ensure that You have appropriate security policies, including data archiving, in place and You are responsible for the distribution, ongoing management, maintenance, security and proper use of all valid usernames, user IDs and passwords used in connection with the Cloud Services.
- 9.5 Service Improvements.** We may aggregate data and information related to the performance, operation and use of the Genesys 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 and we will use industry standard techniques to anonymize Customer Data prior to performing Service Improvements. We retain all intellectual property rights in Service Improvements and may make them publicly available.

## SECTION TEN – GENERAL

- 10.1 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. Without limiting the preceding sentence, the rights and liabilities of the parties hereto will bind and inure to the benefit of their respective successors and assigns. You understand and agree that third parties 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.
- 10.2 Compliance with Laws.** Each party will comply with all laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law (collectively “Laws”) as applicable to a party and, in the case of Customer, 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 UK Anti-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, Our 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.

**10.3 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 favourable 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.

**10.4 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. 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.

**10.5 Governing Law.** This Agreement will be governed by the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales have non-exclusive jurisdiction to settle any legal or equitable claim of any nature arising hereunder.

**10.6 Independent Contractors.** The parties are acting as independent contractors. Nothing in the Agreement will be construed to create a partnership, joint venture or agency relationship between the parties.

**10.7 Third party beneficiaries.** No third-party beneficiary relationships are created by this Agreement.

**10.8 Notices.** All notices under the Agreement will be in writing and will 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 will be deemed to have been received on the third (3rd) business day following the date on which it is mailed); (d) in Our case, we may provide notice(s) of website modifications described in Section 10.12 by (i) posting a notice on our corporate website; or (ii) sending a message to the email address then associated with Your account; or (e) sent overnight by a commercial overnight courier that provides a receipt (which notice will be deemed to be received on the next business day after mailing). In the case of Customer, notice will be sent to the address below (or such other designee/address Customer may provide by giving notice to the in compliance with the Agreement).

Customer Notice Information: \_\_\_\_\_

ATTN: \_\_\_\_\_

**10.9 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. Our failure to act with respect to a breach by You of this Agreement does not constitute a waiver of Our rights with respect to subsequent or similar breaches.

**10.10 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.

**10.11 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 a Services Order or SOW and the other provisions of the Agreement, with the exception of the provisions in Section 4 (Payment, Taxes, and Records), the terms of the Agreement will take precedence. The Agreement, other than as permitted under Section 10.12 (Modifications), may not otherwise be modified or amended except in a writing signed by a duly authorized representative of each party. Any terms contained in Customer’s purchase orders will be of no force or effect.

**10.12 Modifications.** Websites referenced in the Agreement may be modified at any time by posting a revised version on the applicable websites or by otherwise notifying You in accordance with the Notice provisions in Section 10.8 (Notices). The modified terms will become effective upon posting or, if You are notified 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, We will either obtain Your consent or 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 will be effective thirty (30) days after We receive written notice from You.

**10.13 Compliance.** You represents and warrant that (a) neither You, any Affiliate, or any of Your users are on any government-issued list of restricted persons or entities including the 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; and (b) You will

not export or re-export, directly or indirectly, any services, products, Materials or confidential or proprietary information of any kind provided by Us to any countries outside the United States except as permitted under the U.S. Commerce Department's Export Administration Regulations. 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.

- 10.14 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 two (2) or more counterparts, each of which is deemed an original, but which together constitute one contract or document. Signed digitized copies of the Agreement and other associated documents, including attachments and amendments will legally bind the parties to the same extent as original documents.
- 10.15 Subcontracting.** We may subcontract certain portions of the Services under this Agreement to third parties, provided that We will be responsible for the performance of such subcontractors.
- 10.16 Business Partners.** To the maximum extent allowed by applicable law, Our benefits, rights, and obligations related to Scope of Use, Warranty Disclaimers, Customer Indemnification, Consequential and Related Damages Exclusion, Limitation of Liability, Confidentiality and Compliance with Laws will extend to Our affiliates, related parties, business partners, licensors, and service providers.
- 10.17 Your Users.** 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 Services comply with this Agreement and You will be liable for their acts and omissions.

IN WITNESS WHEREOF, Licensors and Customer have executed this Agreement as of the Effective Date.

**Customer**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Licensors**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## GENESYS CLOUD SCHEDULE

This Genesys Cloud Schedule contains terms and conditions that govern Your access to and use of the Genesys Cloud Service (as defined below).

1. **Subscription Services.** We grant You a right to use the Genesys Cloud Service in accordance with this Agreement and the applicable product descriptions found in the Services Order.
  1. **Data Centre Services.** The software used to provide the Genesys Cloud Service is located on servers that are controlled by Amazon Web Services, Inc. (“AWS”). You may access and use the software, but You have no right to receive a copy of the object code or source code to the software.
  2. **Acceptable Use.** You will comply with the AWS Acceptable Use Policy found at <https://aws.amazon.com/aup/>, You acknowledge that AWS may modify the AWS Acceptable Use Policy from time to time, and that, upon Your renewal of the Genesys Cloud Service, it is Your responsibility to check the AWS Acceptable Use Policy for modifications to the policy. By continuing to use the Genesys Cloud Service after renewal of the Agreement, You agree to be bound by the modified terms which are incorporated in the Agreement by this reference.
  3. In the event You purchase third party products and services through the Genesys AppFoundry website, You will be required to accept the supplier’s terms and conditions through the AppFoundry website prior to activating Your license to the AppFoundry product. Your use of the AppFoundry products is subject to such supplier terms and conditions, and not the terms and conditions of this Agreement. Neither We, nor Our licensor, Genesys, is a party to the terms and conditions of governing AppFoundry products, and all claims with respect to such AppFoundry products will be made with the supplier. By activating an AppFoundry product, You are granting permission to share Your Genesys 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.
2. **Security and Privacy**
3. Security and privacy policies for the Genesys Cloud Service addressing use of Customer Data, which are incorporated by reference, are located at <https://help.mypurecloud.com/articles/Genesys-Cloud-security-compliance/>.
4. **Genesys Cloud Documentation.** The Genesys Cloud Documentation is found at <https://help.mypurecloud.com/articles/feature-list/>, and the Genesys Cloud SLAs are found at <https://help.mypurecloud.com/articles/service-level-agreements/> which are incorporated in the Agreement by this reference.
5. **Provision of Genesys Cloud Service.** The Genesys Cloud Service will be made available 24 hours a day, 7 days a week, except for: (i) occasional planned downtime at non-peak hours (for which You will be provided 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 AWS, including: (a) any maintenance or planned downtime of the AWS services, (b) any fault or failure of the AWS services, or (c) AWS either terminating the AWS Customer Agreement or suspending Our or Your use of AWS services.
6. **Term and Payments.**
  1. **Term.** This Agreement governs use of the Genesys Cloud Services starting on the Effective Date and continues until the end of the term of the applicable all Services Orders for Genesys Cloud Services. The Initial Subscription Term shall begin after a period specified in the Services Order (if applicable) that is intended to allow You to implement the Genesys Cloud Services (“Ramp Period”). If the 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. 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 for Genesys Cloud Services shall (other than pricing) automatically renew on the same term and payment structure described in Section 5.2 below, as specified 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. However, if a written agreement for a different renewal term duration occurs after the Non-renewal Notice Date, the new renewal term duration may only be greater than the renewal term duration that would have been applicable had the Services Order automatically renewed as described in this Section. 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 the then current list pricing, unless otherwise agreed upon in a Services Order.
  2. **Payment Structure.** You must pay the fees listed on the relevant Services Order. Subscription payments will be structured differently based on the term You select from the three options below and the payment structure will be set forth in the Services Order.

1. **Monthly Term.** The actual monthly fees will be calculated based on usage and invoiced to You in arrears on a monthly basis. Subscription prices for the monthly term are subject to changes in Our then current pricing. During the Ramp Period, no monthly minimum shall apply. After the ramp period, there will be a monthly minimum that is set forth in the Services Order.
2. **Annual Term; Annual Pre-Payment.** You will be billed in advance for twelve months of subscription fees. This payment covers the minimum commitments for the Subscription Term, beginning upon the end of the Ramp Period. During the Ramp Period, You will be billed in arrears for actual usage at the pro-rated Annual Subscription rates set forth in the Services Order. After the Ramp Period, if actual usage in a month exceeds Annual Subscription amount set forth in the Services Order (prorated for a one-month period), You will be charged for such excess usage at the Subscription Overage fee listed in the Services Order, which will be billed monthly in arrears. Any prepaid amount is non-refundable.
3. **Annual Term; Monthly Payment.** During the Ramp Period, no minimum commitments will apply, and You will be billed for actual usage at the monthly subscription rates set forth in the Services Order. Your monthly subscription fees will be set forth in the Services Order. After the Ramp Period, the monthly subscription represents a minimum billing amount, which will be billed in advance of each month. Any usage above the monthly subscription will be charged at the subscription overage fee listed in the Services Order, which will be billed monthly in arrears.

## 6 Definitions.

1. **“AppFoundry”** means the Genesys marketplace website where Customers may purchase third party software applications to integrate with the Genesys Cloud Service.
2. **“Initial Subscription Term”** means the Subscription Term in specified in Customer’s initial Service Order submitted on after execution of this Agreement.
3. **“Genesys Cloud Service”** means the cloud communications service, and associated equipment and services, as described in a Services Order.
4. **“Genesys Cloud Website”** means the website used to access the Genesys Cloud Service and any successor or related site designated by Us.
5. **“Subscription Term”** means the term of the Genesys Cloud Services You selected, as set forth in the Services Order.