GENESYS CLOUD SERVICES AGREEMENT

This Genesys Cloud Services Agreement (together with all applicable Schedules, Services Order(s), and SOW(s) executed hereunder, the **"Agreement"**) is entered into by and between **Choose a Genesys Entity** (**"Genesys"**) and [customer's name] (**"Customer"**) and contains the terms and conditions that govern Customer's access to and use of the Cloud Services and related Deliverables (as defined below). This Agreement is effective as of the date the last party signs (the **"Effective Date"**).

1. DEFINITIONS

Affiliate: a business entity that: (i) Controls the subject party; (ii) is Controlled by such party; or (iii) is under common Control with such party, but only during the time that such Control exists. "**Control(led)**" is the ability to determine the management policies of an entity through equity ownership of a majority of interests of such entity.

AWS Region: as defined and listed at https://aws.amazon.com/about-aws/global-infrastructure/regions_az/.

Cloud Services: Genesys-operated cloud offerings that are based on Genesys' proprietary software deployed in a Genesys-managed cloud services environment, and the support for such offerings, the specific features and functionality of which are described in the Documentation and identified on a Services Order as being part of the Cloud Services. Cloud Services exclude Third-Party Products, PS Apps, and Deliverables.

Confidential Information: proprietary or other information which can reasonably be considered confidential due to its nature, or is marked as confidential, and any third-party confidential information, provided by one party (**"Discloser"**) to the other party hereto (**"Recipient"**).

Customer Data: Customer's Confidential Information that is inputted and stored in the Cloud Services. Customer Data does not include the anonymized data incorporated into Service Improvements as defined in Section 11.3.

Deliverables: the configurations, modifications, and customizations to the Cloud Services provided by Genesys to Customer pursuant to a Statement of Work.

Documentation: the applicable technical instructions describing the operation of the Cloud Services found at https://help.mypurecloud.com/articles/feature-list/.

Materials: Cloud Services, Deliverables, and Documentation, collectively.

PS Apps: any Genesys-developed application sold separately as an add-on to the Cloud Services, including but not limited to any such application available on AppFoundry.

Professional Services: the consulting and implementation services provided by Genesys relating to the Cloud Services and documented in a SOW or Services Order.

Services: Cloud Services, Professional Services, and the additional services listed in Section 2.5.2.

Services Order: the document by which Customer orders, and Genesys agrees to provide, Cloud Services pursuant to this Agreement.

Statement of Work or SOW: the document by which Customer orders, and Genesys agrees to provide, Professional Services pursuant to this Agreement.

Third-Party Product: any software or service proprietary to an entity other than Genesys or its Affiliates that is sold or licensed separately from a standard Cloud Services license and that may integrate or interoperate with the Cloud Services and accessible through Genesys' online marketplace ("AppFoundry") located at http://appfoundry.genesys.com (other than PS Apps).

2. ACCESS RIGHTS AND ADDITIONAL TERMS

2.1 Access Rights. Subject to the terms and conditions of this Agreement, Genesys grants Customer a non-exclusive, non-transferable, revocable, worldwide right to authorize individuals within Customer's organization, its Affiliates and contractors to use and access the Materials solely for Customer's internal business purposes during the Subscription Term. Customer is responsible for its Affiliates' and its contractors' compliance with the terms of this Agreement and use of the Materials. Customer has no right to receive a copy of the object code or source code versions of the Cloud Services.

2.2 Continuous Delivery. Genesys continuously releases usability enhancements, patches, and other updates for Cloud Services. The Documentation is regularly updated by Genesys to reflect changes to Genesys Cloud Services. Customer can subscribe to notifications about new releases under https://help.mypurecloud.com/subscribe-to-genesys-cloud-release-notes//.

2.3 Support and Security. Genesys will provide support for the Cloud Services designed to achieve the service levels described at https://help.mypurecloud.com/articles/service-level-agreements/ (Genesys Cloud Service Level Agreement), and security for the Cloud Services in accordance with the terms at https://help.mypurecloud.com/articles/genesys-cloud-security-policy/, which terms are incorporated herein by reference. Customer shall subscribe to notifications about changes to the abovementioned terms under https://help.mypurecloud.com/subscribe-to-tc/ and https://help.mypurecloud.com/articles/genesys-cloud-security-policy/.

2.4 Updates. Genesys reserves the right to update the terms incorporated into Sections 2.2 and 2.3 during the Subscription Term as Genesys deems appropriate. Such updates will become effective upon posting. If, however, such a change results in the material degradation of the functionality of the Cloud Services, the level of support for the Cloud Services, or protection of Customer Data and no workaround has been provided by Genesys, then Customer may terminate any affected Services Order and/or SOW by providing Genesys with written notice within 30 days from publication of such change, upon which Genesys will refund any pre-paid, unused fees to the Customer.

2.5 Terms Applicable to Third Party Products and Additional Services.

2.5.1 Customer's use or Genesys' provision of any Third-Party Products will be subject to the terms of the shrink-wrap, click-wrap or other accompanying license included or provided with such Third-Party Products. Genesys shall have no liability or additional obligations to Customer in connection with Third-Party Products.

2.5.2 Additional country and/or region-specific provisions located at https://help.mypurecloud.com/articles/global-genesys-cloud-service-terms-and-conditions/ will apply to Customer when accessing the Services from the referenced country(ies) or region(s). Genesys' provision of training courses is subject to the terms and conditions located at https://beyond.genesys.com/explore/terms-and-conditions, which are incorporated by reference herein. If Customer purchases Pointillist Services, as described at https://help.mypurecloud.com/articles/pointillist-product-and-service-descriptions/, the terms and conditions located at https://help.mypurecloud.com/articles/global-genesys-cloud-service-terms-and-conditions/ will apply. If Customer purchases Genesys Cloud Voice Services as described at https://help.mypurecloud.com/articles/about-genesys-cloud-voice/, additional terms and conditions located at https://help.mypurecloud.com/articles/addendum-exhibits-genesys-cloud-voice-service/ will apply.

3. RIGHTS AND LIMITATIONS OF USE

3.1 **Proprietary Rights**. All intellectual property rights in the Materials, and all updates, upgrades, enhancements, new versions, releases, corrections, copies, translations, adaptations, and modifications thereof, 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 laws. All intellectual property rights in and to Customer Data are and shall remain Customer's sole property, provided, however, that Customer grants Genesys, its Affiliates and contractors the right to access, process, store, transmit, and otherwise make use of the Customer Data with the Cloud Services to ensure its proper operation, fulfil Genesys' obligations, or as otherwise consistent with this Agreement. Genesys will not rent or sell Customer Data.

3.2 **Use Restrictions**. Customer will not, and will not permit, or authorize any third party to, (i) sell, rent, lease, transfer, sublicense, share or otherwise make the Materials available to any third party, except as expressly authorized by this Agreement; (ii) create any derivative works, functionally equivalent product(s) or translations of the Cloud Services or Deliverables, or otherwise use the Materials other than as expressly permitted by this Agreement; (iii) copy any feature, design or graphic in, or disassemble, reverse engineer or decompile, the Cloud Services or Deliverables; (iv) access or use the Materials to compete with Genesys or to assist a third party to do so; (v) remove or modify any proprietary markings or restrictive legends placed on the Materials; (vi) take any action that jeopardizes Genesys' rights or that of its Affiliates, business partners, licensors or suppliers in the Materials; (vii) violate any laws; (viii) use the Cloud Services or Deliverables in a manner that is defamatory, harassing, hateful, infringing or otherwise causes damage or injury to any person or property, including to Genesys and its Affiliates, business partners, licensors or suppliers; (ix) publish or disclose to any third parties the results of any performance, benchmarking or comparison testing, or analysis of the Genesys Cloud Services or Deliverables; (x) use the Materials to provide or serve as outsourcing, service bureau, hosting, application service provider or online services to third parties; (xi) transmit viruses or other deleterious code; (xii) perform unauthorized penetration testing, vulnerability scans, or automated testing; or (xiii) damage, disable, overburden, including load testing, or impair the Cloud Services or any other party's use of the Cloud Services.

3.3 **Feedback**. To the extent not already owned by Genesys, Customer hereby grants Genesys a perpetual, exclusive, royalty-free, irrevocable, worldwide license to use or disclose any suggestions, enhancement requests, recommendations, proposals, ideas or other feedback Customer provides to Genesys concerning the Services, and create derivative works thereof, without restriction, compensation, obligation or liability of any kind to Customer or to any third party.

3.4 **Data Center Services**. The software used to provide the Cloud Services is located on servers that are controlled by Amazon Web Services (**"AWS"**). Customer shall comply with the AWS Acceptable Use Policy found at https://aws.amazon.com/aup/ (**"AWS AUP"**), which is incorporated by reference herein.

4. CONFIDENTIALITY

4.1 **Confidentiality**. Recipient will safeguard the confidentiality of Discloser's Confidential Information and will take, at a minimum, the precautions Recipient takes to protect its own Confidential Information but, in any event, no less than reasonable care. Recipient will (i) not disclose or use Discloser's Confidential Information for any purpose other than as contemplated by, and consistent with, the terms of this Agreement, (ii) limit access to Discloser's Confidential Information only to its Affiliates, employees and agents who have a need to know such information and who are bound by written confidentiality obligations at least as protective as this Agreement (provided Recipient shall be liable for such parties' compliance with the terms hereof), and (iii) not sell, transfer, disclose or otherwise make Discloser's Confidential Information available to any third party without Discloser's prior written consent.

4.2 **Disclosure Due to Binding Order**. If Recipient is required to disclose Discloser's Confidential Information to comply with a governmental or judicial order, Recipient will promptly notify Discloser of such a request, unless legally prohibited from doing so, 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 may make the required disclosure if it is, upon the advice of counsel, compelled to disclose all or a portion of Discloser's Confidential Information.

4.3 **Exceptions**. 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) was 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 reliance on Discloser's Confidential Information. Genesys' Confidential Information includes the Materials, and other technical information relating thereto.

4.4 **Return and Retention of Confidential Information**. The Recipient will return any tangible materials containing Confidential Information, and any copies or reproductions thereof, to the Discloser within 30 days after the Discloser's written request; provided, however, the Recipient shall be permitted to retain copy of such Confidential Information for the purpose of performing any continuing obligations under this Agreement (including any Services Order), for archival purposes or compliance with applicable laws and regulations. Any Confidential Information retained by the Recipient shall be subject to confidentiality obligations pursuant to the terms of this Section. 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 Affiliates, employees, agents, or contractors.

4.5 **Injunctive Relief**. The Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the Discloser shall be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief, as may be deemed proper by a court of competent jurisdiction, without the necessity of posting any bond.

5. PAYMENT TERMS

5.1 **Payment**. Genesys will invoice Customer in advance upon acceptance of the Services Order and/or SOW, either annually or in accordance with a different billing frequency stated in the Services Order and/or SOW, as applicable. During the Subscription Term identified in a Services Order, if actual usage exceeds the committed subscription fees for the applicable commitment period identified in the Services Order, Genesys will charge Customer for such excess usage monthly in arrears, for each month the Customer exceeds such committed fees, at the subscription pricing listed therein. Any unused committed quantities during the applicable commitment period will be forfeited and will not carry over to the following months or years, as applicable. Unused committed quantities have no cash value. Unless the applicable Services Order or SOW provides for a different payment term, all payments are due within 30 days of the invoice date using one of

Genesys' acceptable payment methods. Except as otherwise stated in this Agreement, any prepaid amounts are non-refundable, and Services Orders and SOWs are non-cancelable. Except as otherwise specified in the applicable Services Order or SOW, the fees do not include any taxes.

5.2 **Interest Rate**. Subject to Section 5.3, all past due payments will bear interest at the rate of 1.5% per month or such lower rate as permitted by law, and Customer is obligated to pay all collection costs incurred by Genesys.

5.3 **Fee Disputes**. If Customer disputes in good faith the amount of any invoice, Customer will timely pay the undisputed amount and will notify Genesys 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 to resolve the dispute in good faith within 30 days after Genesys' receipt of Customer's notice of such 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, Customer will pay the resolved amount promptly but, in any case, within 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.

6. TAXES

6.1 **Sales Taxes**. Customer is responsible for paying all sales taxes, use taxes, value added taxes, goods and services taxes, transaction taxes, or similar excise taxes, including any duties, or similar items (collectively, **"Sales Tax"**) associated with a Services Order or SOW and reimbursing Genesys for any Sales Tax with respect to the amounts due. If Customer provides Genesys with an incorrect ship-to address or, where applicable, does not provide Genesys with a valid tax exemption certificate prior to placing an order, Genesys will not provide Customer with a credit for such Sales Tax and Customer will be responsible for getting a refund from the applicable tax authority.

6.2 **Withholding Taxes**. Genesys is responsible for all taxes on Genesys' net income, and if Customer is required by any competent taxing authority to withhold taxes from payments made to Genesys hereunder, then Customer shall deduct such withholding tax from the payment to Genesys and pay such tax to the taxing authority on behalf of Genesys ("**Withholding Taxes**"). Customer shall obtain for and provide to Genesys, within 90 days after submitting such Withholding Taxes, the original tax certificate or receipt issued by the taxing authority evidencing such tax payment sufficient to allow Genesys to apply for an appropriate tax credit. In the event Customer does not provide the original tax certificate or receipt issued by the taxing authority, Customer shall be liable for and shall reimburse Genesys for the amounts deducted as Withholding Taxes from the payment. The parties agree to take all reasonable steps to reduce or eliminate Withholding Taxes under applicable law, including income tax treaties. Customer will not rely on Genesys to determine the applicability of Withholding Taxes and is ultimately responsible for assessing and paying any applicable Withholding Taxes.

7. WARRANTIES

7.1 **Cloud Services Warranty**. Subject to Section 7.3, Genesys warrants to Customer that, during the Subscription Term, the Cloud Services will materially conform to the then-current description set forth in the Documentation. If Customer becomes aware of a warranty breach, Customer must notify Genesys in writing, upon which Genesys will, at its option, either: (i) modify the Cloud Services to materially conform to the current description; or (ii) provide a workaround solution that will reasonably meet Customer's requirements. If neither option is achieved or achievable within a reasonable period of time after Customer's written notification to Genesys, either party may terminate the affected Cloud Services by providing the other party 30 days' written notice of such termination and an opportunity to cure within such 30 days, after which termination will become effective and Genesys will refund any pre-paid, unused fees to the Customer. The remedies provided in this Section constitute Customer's sole and exclusive remedy for breach of the warranty described herein.

7.2 **Professional Services Warranty.** Genesys warrants that the Professional Services 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.

7.3 **Warranty Exclusions**. Genesys' warranties obligations in set forth in this Agreement do not apply to the extent a warranty claim arises from: (i) Customer's use of the Services in combination with other programs, Third-Party Products, hardware, data or specifications that are not expressly described in the Documentation; (ii) Customer's use or configuration of Services contrary to the directions or descriptions in the Documentation; (iii) the development or use of any customizations, other than customizations undertaken and performed by Genesys, its subcontractors, or agents; or (iv) Customer Data or other Customer content uploaded to or used with the Services.

7.4 **Disclaimer. Except for the warranties expressly provided in this Section, Genesys is providing the Materials and support "as is" and does not make, and hereby disclaims on behalf of itself and its Affiliates, to the fullest extent permitted by law, all warranties, whether express or implied, statutory or otherwise, including any warranty of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, timeliness, completeness, or accuracy. Without limiting the foregoing, Genesys does not warrant that use of the Cloud Services or Deliverables will be uninterrupted or error free or that all defects will be corrected. To the extent that Genesys cannot disclaim a warranty as a matter of law, the scope and duration of such warranty will be the minimum permitted under applicable law.**

8. LIMITATION OF LIABILITY

8.1 **Unlimited Liability. The liability cap set forth in Section 8.1 and liability exclusions in Section 8.3 shall not apply to any liability resulting from: (i) Genesys' indemnification obligations for an IP claim as defined in Section 9.1; (ii) Customer's indemnification obligations set forth in Section 9.3; (iii) either party's breach of Section 4 (Confidentiality), except for breaches involving Customer Data, including security incident(s), which will be subject to Section 8.2; (iv) Customer's failure to pay any fees due under this Agreement, including any interest and/or collection costs; (v) either party's misappropriation of the other party's intellectual property rights; (vi) death or bodily injury; (vii) fraud or fraudulent misrepresentation; or (viii) any other liability which cannot be excluded by operation of law, in which event the limitation will be the minimum amount required by law.**

8.2 **Liability Cap. Subject to Sections 8.1 and 8.3, the maximum aggregate liability of either party and its Affiliates to the other party and its Affiliates, collectively, for any and all event(s) giving rise to any liabilities, claims or causes of action under this Agreement, including contract, warranty, tort (such as negligence), strict liability, misrepresentation, breach of statutory duty or otherwise, will not exceed the total fees paid and payable by Customer to Genesys during the applicable Liability Period (as defined below), except for fees for Professional Services, provided, however, that the maximum aggregate liability of either party and its Affiliates to the other party and its Affiliates, collectively, arising in connection with the provision of Professional Services will not exceed an amount equal to the total fees paid and payable by Customer to Genesys for Professional Services under the relevant Services Order or SOW. "Liability Period" means each 12 month period commencing on the Effective Date and on each anniversary thereafter. A liability event giving rise to separate causes of action will be considered a single liability event and deemed to have occurred when the first liability event occurred. If the liability event occurs: (i) prior to execution of this Agreement, it shall be deemed to have occurred during the first 12 months of this Agreement, and (ii) after termination or expiration of this Agreement, it shall be deemed to have occurred during the last 12 months of this Agreement.**

8.3 **Liability Exclusions. Subject to Section 8.1, neither party nor its respective Affiliates will be liable to the other party for any: (i) indirect and/or consequential loss; (ii) special, incidental, exemplary, or punitive damages; (iii) loss of goodwill (including pecuniary losses arising from loss of goodwill);**

(iv) loss of profits or revenue; (v) loss of contract, sales and/or business; (vi) loss of savings, including anticipated savings; (vii) losses related to a disruption or work stoppage, cover damages (including the cost of procuring an alternative vendor, software or service); or (viii) wasted expenditure.

8.4   Risk Allocation. The limitations of liability and exclusions contained in this Agreement will apply regardless of (i) whether any resulting damages are foreseeable, and the legal theory asserted, and (ii) the success or effectiveness (or lack thereof) of any remedies provided herein. These limitations and exclusions are reflected in the pricing for the services made available hereunder, they represent an agreed-upon allocation of risk between the parties and are an essential part of this Agreement. Genesys will not be liable for any damages caused by services provided free of charge.

9.   INDEMNIFICATION

9.1   Genesys IP Indemnification. Subject to Section 9.2, Genesys will defend Customer from and against any third party claims alleging that the Cloud Services or Deliverables, in their unaltered state, infringes or misappropriates such third party's valid and enforceable intellectual property rights (**"IP Claim"**), and will indemnify Customer from damages finally awarded against Customer, and pay for any settlements agreed to by Genesys, with respect to such IP Claims. Genesys may at any time and at its option and expense: (i) obtain for Customer a license to continue using the Cloud Services or Deliverables, (ii) modify the Cloud Services or Deliverables so as to avoid infringement while preserving substantially equivalent functionality, or (iii) terminate this Agreement or the applicable Services Order or SOW, and the rights granted thereunder, and refund to Customer, as applicable, (i) any prepaid, unused fees covering the remainder of the Subscription Term of the applicable Services Order, or (ii) the fees paid for the affected Deliverable less an amount for depreciation determined on a straight-line 24-month (or actual term if shorter) depreciation basis with a commencement date as of the date of delivery of such Deliverable. This Section states Genesys entire liability and Customer's sole and exclusive remedy with respect to any infringement or claims of infringement of any third-party intellectual property rights related to the Services.

9.2   IP Indemnification Exclusions. Genesys' defense and indemnity obligations in Section 9.1 do not apply to the extent the IP Claim arises from: (i) third party products or Customer's use of the Cloud Services or Deliverables in combination with other programs, hardware, data or specifications that are not required by Genesys for the use of core functionality described in the Documentation; (ii) the development or use of any customizations, other than customizations undertaken and performed by Genesys, its subcontractors, or agents; (iii) Genesys' compliance with Customer's request or instructions; (iv) Customer's way or process of doing business; or (v) Customer Data or other Customer content uploaded to or used with the Cloud Services.

9.3   Customer's Indemnification. Customer will defend Genesys and its Affiliates from and against any third party claims alleging that Customer's content, Customer Data, methods or processes of doing or conducting business, or customizations (other than those undertaken and performed by Genesys) infringe or misappropriate a third party's intellectual property rights, and will indemnify Genesys and its Affiliates from any damages finally awarded, and pay for any settlements agreed to by Customer, with respect to such claims.

9.4   Indemnification Procedures. A party entitled to indemnification (**"Indemnified Party"**) will promptly notify the other party (**"Indemnifying Party"**) in writing of any claim and provide reasonable assistance to the Indemnifying Party with respect to handling such 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 has the right, at its sole discretion, 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 any such claim using counsel of its choice, at its own expense.

10.   TERM. SUSPENSION OF SERVICES AND TERMINATION

10.1   Term. The term of this Agreement will start on the Effective Date and continue until expiration of all outstanding Services Orders and SOWs issued hereunder (**"Term"**). For Cloud Services, the initial subscription period will be specified in the first Services Order agreed by the Customer (**"Initial Subscription Term"**), which, except as otherwise specified in the applicable Services Order, will automatically renew for the term outlined in the Services Order (each, a **"Renewal Subscription Term"**), unless either party notifies the other party in writing of its intent not to renew at least 45 days prior to the start date of the upcoming Renewal Subscription Term. Pricing for Renewal Subscription Terms is subject to change. The Initial Subscription Term, the Renewal Subscription Term, and the ramp period, if applicable, are herein collectively referred to as the Subscription Term.

10.2   Suspension. Genesys reserves the right to immediately suspend the Cloud Services, or a portion thereof, or reject or cancel the transmission of any information through the Cloud Services based upon (i) reasonable belief that the use of the Cloud Services is in violation of laws, or (ii) an imminent compromise to the security or integrity of the network. As practicable depending on the circumstances, Genesys will provide notice of the suspension to Customer. Subject to Section 5.3, Genesys may also suspend the Cloud Services for Customer's failure to pay any amounts when due after providing notice of the suspension at least 30 days in advance.

10.3   Termination for Cause. Either party may terminate this Agreement, a Services Order, or a SOW upon written notice if the other party breaches a material term of this Agreement or the applicable Services Order or SOW and, if susceptible to cure, fails to cure such breach within 30 days after initial notice of such breach.

10.4   Effects of Termination.

10.4.1   **Parties' Obligations**. Upon the effective date of termination or expiration of this Agreement, all rights granted hereunder shall terminate and Customer must (i) stop using the Materials, and (ii) return or destroy from all computing and storage equipment all Genesys' Confidential Information in its possession or control, and all copies thereof, and verify such destruction or deletion by providing Genesys a statement signed by Customer's duly authorized representative. Within 30 days upon Customer's termination of this Agreement, a Services Order, or a SOW, as provided in Section 10.3, Genesys will refund Customer a pro rata portion of any prepaid but unused fees corresponding to, as applicable, (i) the remainder of the Subscription Term, or (ii) Professional Services not rendered to the Customer. If Genesys terminates this Agreement, a Services Order, or a SOW, as provided in Section 10.3, Customer will pay Genesys, within 30 days upon such termination, any charges incurred up to the effective date of termination and any fees payable under the applicable Services Order(s) or SOW(s) in effect at the time of termination.

10.4.2   **Retrieval of Customer Data**. If Customer requires additional time to retrieve its Customer Data from the Cloud Services beyond the date of termination, Customer may request, and Genesys will grant, a 30-day extension to the Subscription Term of the applicable Services Order; provided such request is made on or prior to the termination date. During the extended period, Customer will be charged for its usage of the Cloud Services. The Cloud Services will be terminated at the end of the extension period, unless otherwise agreed to by the parties.

11.   CUSTOMER DATA

11.1   Data Residency. Customer Data will reside in the AWS Region selected by Customer throughout the Subscription Term of the relevant Services Order. Genesys will not change the AWS Region without Customer's prior written consent. Customer Data may be accessed outside the selected AWS Region solely for

the purposes of providing the Services, including maintenance, support and/or responding to a troubleshooting request, provided however, Genesys must always comply with its obligations under applicable privacy legislation. Customer Data will be processed in accordance with the terms of this Agreement, data processing terms agreed between the parties, if applicable, and requirements of applicable law.

11.2 Data Compliance. Customer represents and warrants that it has obtained all the consents necessary for Genesys to collect, access, process, store, transmit, and otherwise use Customer Data in accordance with this Agreement. Customer acknowledges that Genesys has no control over the content of Customer Data, and Genesys expressly disclaims any duty to review or determine the legality, accuracy or completeness of Customer Data.

11.3 Service Improvements. Genesys may aggregate data and information related to the performance, operation and use of the Services to conduct statistical analyses, benchmarking, research, development, and other similar activities (**"Service Improvements"**). Genesys will not incorporate Customer Data in Service Improvements in a form that could identify Customer or Customer's customers and will use industry standard techniques to anonymize Customer Data prior to performing Service Improvements, unless otherwise consented to by Customer. Genesys retains all intellectual property rights in Service Improvements and may make them publicly available.

12. GENERAL

12.1 Compliance with Applicable Laws. Each party will comply with laws and regulations as applicable to such party, including all applicable anti-corruption and anti-bribery laws. Neither party will be responsible for the other party's compliance with the laws applicable to the other party. Customer represents and warrants that (i) neither Customer nor any of the authorized users within Customer's organization 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, and (ii) it will not export or re-export, directly or indirectly, any Materials or Confidential Information provided by Genesys to any countries outside the United States except as permitted under the export control and sanctions laws and regulations of the United States and other countries that may prohibit or restrict access by certain persons or from certain countries or territories.

12.2 Marketing. Genesys may use Customer's name and logo in marketing materials in reference to Customer's use of the Services, subject to Customer's prior written approval of the content.

12.3 Assignment. Neither party may assign its rights or obligations under this Agreement, either in whole or in part, except (i) with respect to a sale of substantially all of its assets, merger or change in the party's ownership, (ii) to an Affiliate, or (iii) with the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, if Customer is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of Genesys, then Genesys may terminate this Agreement upon written notice to Customer. The rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective permitted successors and assigns.

12.4 United States Government Usage. The Materials are defined as "commercial items" under the Federal Acquisition Regulations and their use hereunder by the U.S. Government constitutes acknowledgment by the U.S. Government of Genesys' proprietary rights therein and thereto. If the Materials are licensed by or on behalf of the U.S. Government or a state or local government in the United States, such government users shall obtain only the commercial license rights set forth in this Agreement, consistent with FAR 12.212.

12.5 Order of Precedence and Survival. Except as otherwise described in this Section, in the event of a conflict between the terms of this Agreement and a Services Order or SOW, the terms of the Services Order or SOW shall take precedence. However, the following sections may not be modified by a Services Order or SOW: 3.1 (Proprietary Rights); 7 (Warranties); 8 (Limitation of Liability); and 9 (Indemnification). Except as otherwise provided herein, neither party shall have further obligations under this Agreement, except that the parties shall remain bound by the obligations which, by their nature, are intended to survive termination.

12.6 Subcontracting. Genesys may subcontract certain services under this Agreement to third parties. Genesys shall be responsible for the performance of such subcontractors hereunder.

12.7 Force Majeure. Except for payment obligations, neither party will be responsible for any delay or failure to comply with its obligations under this Agreement resulting from acts beyond the reasonable control of such party, including acts of God, denial of service attacks, strikes, lockouts, riots, war, terrorism, pandemics, fire, communication line failures, power failures, earthquakes or other disasters, natural or man-made.

12.8 Governing Law. Jurisdiction. This Agreement shall be governed by the respective governing law, and any dispute related to this Agreement shall be subject to the exclusive jurisdiction of the respective courts, listed at https://www.genesys.com/company/legal-docs/governing-law-jurisdiction-and-notices, based on Customer's domicile, without reference to conflicts of law provisions. The parties agree to submit to the personal and exclusive jurisdiction and venue of such courts. The UN Convention for the International Sale of Goods shall not apply to this Agreement. The prevailing party to any dispute shall be entitled to recover its cost of enforcing a claim.

12.9   Notices. All notices under this Agreement shall be in writing and deemed to have been given when (i) personally delivered, (ii) sent by registered mail, postage prepaid (which shall be deemed to have been received on the third business day following the date on which it is mailed), or (iii) sent overnight by a commercial overnight courier that provides a receipt (which shall be deemed to be received on the next business day after mailing). In the case of Genesys, notice shall be sent to the address for the applicable Genesys entity as set forth at https://www.genesys.com/company/legal-docs/governing-law-jurisdiction-and-notices. Genesys will send notices to Customer to the address associated with Customer's account.

12.10 Waiver and Remedies. No provision of this Agreement may be waived unless such waiver is in writing and signed by the party against which the waiver is to be effective. A party's failure to act with respect to a breach of this Agreement by the other party does not constitute a waiver of its rights with respect to subsequent or similar breaches. Except as otherwise provided herein, all remedies herein are cumulative, and the specification of a remedy will not preclude either party from pursuing other remedies available at law or in equity.

12.11 Complete Agreement. This Agreement constitutes the complete agreement between the parties and supersedes all prior agreements and representations, written or oral, concerning the subject matter hereof. Use of any purchase order or other document Customer provides in connection with this Agreement will be for administrative convenience only and all terms and conditions stated therein will be void and of no effect. Without prejudice to updates to terms in accordance with Section 2.4, this Agreement may not otherwise be modified or amended except in writing signed or executed by a duly authorized representative of each party. Except as expressly provided herein, each party acknowledges and agrees that it is not relying upon any other statements, representations, warranties, promises, assurances, the delivery of future functionality or features, or the like.

By executing this Agreement, Customer represents and agrees: (i) that it is authorized to consent to this Agreement on behalf of the entity it represents; and (ii) to legally bind such entity. This constitutes an electronic signature as defined under applicable law.

Choose a Genesys Entity	**[Customer Name]**
By	By
Name	Name
Title	Title
Date	Date

LOCAL COUNTRY-SPECIFIC TERMS TO THE GENESYS CLOUD SERVICES AGREEMENT

AUSTRALIA SPECIFIC TERMS

v20231025

The following additional country or region-specific provisions will apply to Customer when accessing the Cloud Services from the referenced country or countries.

1. DEFINITIONS

Related Body Corporate: a related body corporate as that expression is defined in the Corporations Act 2001 (Cth).

3. RIGHTS AND LIMITATIONS OF USE

3.5   Emergency Services.   The Cloud Services permit calls to be made to Australian 000 services or other emergency services. Customer may be required to provide location information to emergency services. Genesys will comply with all applicable laws in relation to Australian emergency calls (for example, 000).

7. WARRANTIES

7.5   Australian Consumer Law. If a party is a consumer for the purposes of the Competition and Consumer Act 2010 (Cth) (Australian Consumer Law), then Genesys' services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, Customer is entitled to: (a) cancel your service contract with Genesys; and (b) a refund for the unused portion of the services, or to compensation for its reduced value. Customer is also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, Customer is entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel its service contract and obtain a refund for the unused portion of the services.

11. CUSTOMER DATA

11.4 Privacy Program. Genesys will: (a) keep secure, manage and protect Customer Data in the possession or control of Genesys from time to time in accordance with its privacy program and as applicable, the Privacy Act 1988 (Cth); (b) take all reasonable technical and organizational measures (including encryption systems, anti-virus, security patches, updates, and upgrades) to avoid unauthorized or unlawful use, disclosure, accidental loss, destruction or damage of the Customer Data; (c) only use the Customer Data for the purposes of performing its obligations under the Agreement or otherwise as instructed by Customer from time to time; and

(d) restrict access to the Customer Data to Genesys' personnel, authorised subcontractors or Related Bodies Corporate who have a need-to-know the Customer Data for the performance of Genesys' obligations under the Agreement.

LOCAL COUNTRY-SPECIFIC TERMS TO THE GENESYS CLOUD SERVICES AGREEMENT

NEW ZEALAND SPECIFIC TERMS

V20231011

The following additional country or region-specific provisions will apply to Customer when accessing the Cloud Services from the referenced country or countries.

1. DEFINITIONS

Related Body Corporate: has the meaning set out in section 2(3) of the Companies Act 1993, provided that any reference in that section to a "company" is to include any body corporate irrespective of the place of incorporation or registration of that body corporate.

7. WARRANTIES

7.5   Consumer Guarantees. The parties agree that the services being provided under this Agreement are not normally acquired for personal or household use and, as such, the Consumer Guarantees Act 1993 does not apply.

11. CUSTOMER DATA

11.4 Privacy Program. Genesys will: (a) keep secure, manage and protect Customer Data in the possession or control of Genesys from time to time in accordance with its privacy program and as applicable, the Privacy Act 2020 (NZ); (b) take all reasonable technical and organizational measures (including encryption systems, anti-virus, security patches, updates, and upgrades) to avoid unauthorized or unlawful use, disclosure, accidental loss, destruction or damage of the Customer Data; (c) only use the Customer Data for the purposes of performing its obligations under the Agreement or otherwise as instructed by Customer from time to time; and (d) restrict access to the Customer Data to Genesys' personnel, authorised subcontractors or Related Bodies Corporate who have a need-to-know the Customer Data for the performance of Genesys' obligations under the Agreement.