

Exhibit for PureCloud® Voice Service

1. This exhibit (“**Exhibit**”) to the PureCloud Terms and Conditions (“**Agreement**”) for the PureCloud Voice Service (“**Telco Services**”), together with the Third Party Terms and the Emergency Services Notice (each as defined below) sets out the terms on which the Genesys entity set out in the Telco Service(s) Order Form has agreed to provide the Telco Services to you. This Exhibit is effective upon your execution and our acceptance of your initial Telco Services Order Form (“**Telco Services Effective Date**”). Please note that the Telco Services are made available to you solely for internal business use. **Subscription Service.** We grant you a right to use Telco Services in accordance with this Agreement and any applicable local, long distance, and international calling descriptions (“**Service Descriptions**”) provided at <http://help.mypurecloud.com/articles/about-purecloud-voice/>.
 - 1.1. Hardware, components, and any professional and other services provided to you by our business partners in connection with your use of Telco Services are provided strictly on an “as-is” basis.
 - 1.2. Applicable professional services will be identified in and provided subject to the terms of a Telco Services Order Form or a statement of work (“**SOW**”) executed by the parties.
2. **Conditions of Use.** Telco Services are provided by Genesys in accordance with Section 2 (Conditions of Use) of the Agreement. You take full responsibility for ensuring that all of your personnel, third-party service providers, and all other parties that access or use Telco Services (“**Your Users**”) comply with Section 2 of the Agreement, and you will be liable for their acts or omissions. You acknowledge that Telco Services are provided only pursuant to your express agreement that you and Your Users will not use Telco Services, including, but not limited to, the telephone numbers provided to you, with an intent to defraud, cause harm, or wrongfully obtain anything of value or for any malicious purpose (collectively, a “**Malicious Purpose**”). You further agree to indemnify and defend us against any third-party lawsuits, governmental investigations, or other claims arising from you and/or Your Users’ use of Telco Services with a Malicious Purpose or in a manner claimed to be in contravention of any applicable law.
3. **Customer Data.** Any Customer Data provided by you for use with, or in connection with the Telco Services is protected and provided in accordance with Section 3 (Customer Data) of the Agreement.
4. **Subscription Services Warranties.** Subject to Section 10 (Exclusions) of the Agreement, we warrant to you that Telco Services will function substantially as detailed in applicable Service Descriptions. Your sole and exclusive right and remedy and Genesys’ (including Genesys’ employees’, agents’ and sub-contractors’) entire obligations and liability for a breach of this warranty shall be to either allow us to: (a) modify Telco Services to conform to the Service Descriptions; or (b) provide a workaround solution that will reasonably meet your requirements. If neither option is commercially reasonable, we may terminate any Telco Services Order Form and refund any pre-paid, unused Telco Services fees.
5. **Provision of PureCloud Voice Service.** We will use reasonable endeavours to make Telco Services available to you accordance with the PureCloud Support Policies and to meet the Service Level Policy (SLP) provided at <http://help.mypurecloud.com/articles/service-level-agreements/>, except for: (i) occasional planned downtime at non-peak hours (for which we will provide advance notice); (ii) 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 or the communications network provider, including (a) any maintenance or planned downtime of the AWS services or of the services provided by the communications network provider, (b) any fault or failure of the AWS services or services provided by the third party communications network provider (“**CNP**”), or (c) AWS or the CNP either terminating the AWS Customer Agreement or our agreement with the CNP (as applicable) or suspending our or your use of AWS services or the services provided by the CNP (as applicable). Unless otherwise expressly agreed by us, all timescales shall be estimates only.
6. **Term.** The Telco Services subscription Term in the Telco Services Order Form will be monthly (“**Pay-As-You-Go**”), and the Telco Services Order Forms will automatically renew unless either party provides written notice not to renew, at least thirty (30) days prior to the end of any Term.

7. **Termination.** Either party may terminate this Exhibit (a) for cause upon written notice and thirty (30) days opportunity to cure; (b) immediately by notice if an event set out in Section 11 prevents the performance of the whole or a substantial part of our obligations in relation to the Telco Services for a continuous period of thirty (30) days after the date on which it should have been performed, (c) immediately by notice if any governmental or regulatory authority with competence and/or jurisdiction over either party decides that the provision of the Telco Services under the Agreement is contrary to existing laws, rules or regulations or any decision, law or other official governmental order makes the provision of the Telco Services illegal or (d) immediately by notice if any regulatory authorisations required for the Telco Services was or is not obtained, is withdrawn, or is no longer valid for whatever reason.
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9. **Effect of Termination.** Upon termination or expiration of this Exhibit: (a) all Telco Services Order Forms and your right to access Telco Services will immediately terminate; and (b) for a period of thirty (30) days, or for such other period required by applicable law, following the date of Telco Services termination, you may request (in writing) a copy of your Telco Services call history, call detail records, and invoices.
10. **Payments, Taxes, and Rates.** Unless the applicable Telco Services Order Form contains other payment terms, payments will be based on Telco Services usage and made in accordance with Section 6 (Payment) of the Agreement. In the event that we do not have sufficient call detail records or other transactional data needed to generate your Telco Services bill, you will be billed at our minimum usage rate applicable to your Telco Services deployment. All Telco Services domestic and international calling rates are variable and subject to change, including, but not limited to, instances where our carriers raise their rates. You may view the current Telco Services rate schedule via the following webpage and will be deemed to have received and accepted rate changes when we post them: <http://help.mypurecloud.com/?p=64839>. Your porting and certain other Telco Services charges you might incur are also variable and subject to change, including, but not limited to, snapback porting fees and porting escalation fees. You are required to pay any and all taxes, fees, surcharges or other similar charges of any kind imposed by any governmental tax authority with respect to the Telco Services (and to reimburse us for any such charges paid by us, except for taxes imposed on our income), in addition to all other payments, charges and fees described in any portion of the Agreement or otherwise required by law. For the avoidance of doubt, and merely as examples, if VAT or any sales or use tax, or withholding tax of any kind, is imposed on any payment obligation you have under the Agreement, you will pay all such taxes in addition to paying the full and unreduced payments, charges and fees to us that are otherwise required to be paid under the Agreement. We retain the right to invoice, including any amended or corrected invoices, for Service(s) for a period of up to six (6) months after the date we provide the Service(s) to you. We will retain such rights for such period notwithstanding any prior invoices to you for the same period(s) and regardless of any otherwise conflicting terms or conditions of this Agreement. For the duration of this period, we will not be deemed to have waived any rights with regard to invoicing for the provided Service(s) that are subject to this period, nor will any legal or equitable doctrines apply, including estoppel or laches.
11. **Compliance with Law.** In accordance with Section 15(3) (Compliance with Law) of the Agreement, each party will perform this Agreement in compliance with all applicable laws, and you are solely responsible for ensuring that use of Telco Services is in accordance with all applicable laws and regulations and for ensuring that you comply with all requirements imposed by law with respect to reporting and payment of any taxes in accordance with Section 9 (Payments, Taxes, and Rates) above.
12. **Force Majeure.** We shall not be liable for failure or delay in the performance of our obligations caused by or resulting from force majeure including events that are unpredictable, unforeseeable or irresistible, such as any extremely severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, acts of terrorism, biological warfare, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes or other labour unrest, civil disturbance, sabotage, expropriation by governmental authorities and any other act or any event that is outside of our reasonable control. We will have no liability to you for failure to supply the Telco Services if we are prevented by legal or regulatory restrictions from supplying the Telco Services.

13. Your obligations. You shall:

- (a) ensure that all preparatory work, information, items or consents required in order for us to supply the Telco Services are completed, made available or obtained at the your own cost in sufficient time to allow us to deliver the Telco Services;
- (b) comply with our reasonable requests that are necessary for reasons of security, quality, or performance of the Telco Services;
- (c) be responsible for the provision, installation, configuration, monitoring and maintenance of any equipment connected to or used in connection with the Telco Services and shall ensure that any equipment connected to or used with the Telco Services is connected and used in accordance with any instructions and safety and security procedures applicable to the use of that equipment;
- (d) ensure that equipment attached (directly or indirectly) to the Telco Services is technically compatible with the Telco Services and approved for that purpose under any applicable law or regulation; and
- (e) co-operate with our reasonable requirements in relation to any customer satisfaction surveys organised by or on behalf of us or the CNP.

14. Personal Data.

- 14.1. You acknowledge that Personal Data processed by us or the CNP in the provision of the Telco Services may be:
 - 14.1.1. held on a variety of systems, networks and facilities worldwide including systems and databases used by help desks, service desks and/or network management centres used for providing the Telco Services;
 - 14.1.2. used for billing, sales, technical, commercial and/or procurement purposes;
 - 14.1.3. located, hosted, managed, accessed or transferred worldwide; and
 - 14.1.4. provided or transferred by us to the CNP and to any affiliate, subcontractor or supplier of the CNP (“**CNP Processors**”) worldwide to the extent necessary to allow the CNP Processors to perform their respective obligations in respect of the Services.
- 14.2. We confirm that we will, and we will procure that the CNP Processors will, comply with any data protection laws applicable to us and them in our or their processing of personal data in connection with the Telco Services.
- 14.3. You consent to, and warrant that all relevant Data Subjects have given their informed consent to, the CNP processing Personal Data in order to:
 - 14.3.1. perform its obligations in relation to the provision of Telco Services, including for number portability and directory services; and
 - 14.3.2. for the purpose of administration, provisioning, billing and reconciliation, maintenance, support and product development, fraud detection and prevention, marketing and sales, revenue and customer analysis and reporting.

15. ACCESS TO EMERGENCY SERVICES. You acknowledge and agree that access to the emergency services via the Telco Services is subject to the Telco Services Emergence Services Notice provided at <http://help.mypurecloud.com/?p=63501> (“**Emergency Services Notice**”), and the exclusions in relation to, and limitations of, our liability as set out in the Emergency Services Notice. EMERGENCY SERVICES ARE NOT OFFERED ON TOLL-FREE NUMBERS OR SIMILAR SERVICE ACCESSORIES OR ADD-ON SERVICE PLANS.

16. Traffic Data. You acknowledge that we will process or store data relating to the transmission of a communication through the Telco Services, including data relating to the time or duration of a communication

(“**Traffic Data**”), to manage billing or traffic, handle customer enquiries, or to prevent or detect fraud. You hereby consent to us processing the Traffic Data in accordance with this Section 16, and to us retaining such Traffic Data for so long as we require it in connection with the provision of Telco Services, up to a maximum of twenty-four (24) months or such longer period as may be required by applicable laws and regulations.

17. Access for Disabled End Users.

- 17.1. Any of the end user information relating to the features of Telco Services is available in large print or audio format upon advance written request.
- 17.2. Telco Services provides pass-through relay services as required by local law.
- 17.3. Telco Services allows end users who are so visually impaired or otherwise disabled that they are unable to use a printed directory with access, free of charge, to directory information and directory enquiry facilities in a form which is reasonably appropriate to meet their needs and allow connection to requested telephone numbers.

18. Directories. We will provide access to directory services through the Telco Services. You may contact us to request that your contact details and/or the contact details of your end users are not included in such a directory.

19. Caller ID. Telco Services provides caller identification features to end users, which allow the identity of the user making a call to be shown to the call recipient. As part of these features, end users are able to withhold their numbers when making outgoing calls through Telco Services, to prevent the identity of a caller being presented when receiving an incoming call, and to reject calls from anonymous callers who have chosen to withhold their identity. Notwithstanding the foregoing, Telco Services may transmit caller number information internally where required in connection with the provision of Telco Services and to applicable authorities for purposes such as billing, regulatory compliance and emergency services calls.

20. Reverse charge calls. You shall ensure that your end users do not accept reverse charge or collect calls.

21. Third Party Terms. You will ensure that your (and your users’) use of Telco Services complies in all respects with the contractual obligations related to our third party licensors and/or service providers, which are identified at <http://help.mypurecloud.com/?p=64792> or in an applicable Order Form (“**Third Party Terms**”).

22. Modifications.

- 22.1. We may modify the Agreement from time to time by posting a revised version on the PureCloud Website and/or by otherwise notifying you in accordance with Section 18.7 of the Agreement. The modified Agreement will become effective upon posting or, if we notify you by email, as stated in the email message, and to the extent not allowed by applicable law, upon your next renewal term, provided we’ve given the notification as required in Section 18.7. By continuing to use the Telco Services after the effective date of any modifications to the Agreement, you agree to be bound by the modified Agreement.
- 22.2. If any proposed modification under Section 22.1 materially and to your detriment decreases any of our obligations under this Agreement or the functionality of the Telco Services, we will provide you with at least one (1) month’s written notice before implementing such modification. In the event that you do not wish to accept such modification, you may provide us notice in writing to terminate this Agreement before such modification takes effect and receive a refund of fees from us for any Telco Services paid for but not received.
- 22.3. AWS may modify the AWS Customer Agreement in accordance with Section 12 of the AWS Customer Agreement (as amended or replaced from time to time), and you acknowledge that, upon your renewal of the Telco Service, it is your responsibility to check the AWS Customer Agreement for modifications to the AWS Customer Agreement in accordance with that Section 12.

23. Suspension of Service. You acknowledge and agree that a Telco Services outage due to suspension of your account as a result of billing issues, non-payment, or delinquency of your account or any other reason, including, but not limited to, those reasons described elsewhere in this Agreement, will prevent all use of Telco Services, including emergency services dialing. We may occasionally:

- (a) suspend the Telco Services in an event of emergency and/or to safeguard the integrity and security of our network and/or repair or enhance the performance of our network;
- (b) for operational reasons, change the technical specification of the Telco Services, provided that any such change does not materially decrease or impair performance of the Telco Services; or
- (c) provide an alternative, equivalent service, where it becomes necessary to do so.