PURECLOUD SERVICE TERMS AND CONDITIONS

This PureCloud Service Agreement and the documents referenced herein (**the "Agreement"**) contain terms and conditions that govern your access to and use of the PureCloud Service. The Agreement is entered into by the parties to the Services Order and will allow you or the entity that you represent (**"You," "Your" or "Customer"**) to order PureCloud Services from us. Depending on the service you choose, the Services Order may be entered into by an Affiliate or Related Party of Genesys Telecommunications Laboratories, Inc. (**"Us," "We," "Our" or "Genesys"**).

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

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

1.2 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: Our cloud service offerings as made available to You using equipment, facilities and software owned or operated by or for Us 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 Service Improvements as defined in 9.4.

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

Documentation means the end user manual(s) and other materials typically provided by Us for use with the Cloud Services.

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

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.

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 shall 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.

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

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, Professional 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.

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 shall 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 Us or to assist anyone else to compete with Us; (e) remove or modify any proprietary markings or restrictive legends placed on any Materials; (f) take any action that jeopardizes Our rights or the rights of Our business partners, licensors or suppliers in any Materials; (g) violate any law, regulation, mandate or court order; (h) use the Materials in a manner that is defamatory, harassing, infringing or otherwise causes damage or injury to any person or property; (i) transmit viruses or other deleterious code; or (k) damage, disable, overburden or impair the Materials or any other party's use of the Materials. You are responsible for the use of the Materials by your Affiliates.

2.3 Similar Materials and Services. Subject to the confidentiality provisions of this Agreement, nothing in this Agreement precludes or limits Us in any way from 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 are free to use any concepts, processes, techniques, improvements or other know-how developed by Us in the course of performance of this Agreement (even if similar to materials, products and services provided hereunder) free from any use restriction or payment obligation. For the avoidance of doubt, but subject to this Agreement, including this Section 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 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.

2.5 Deliverables License. You are granted a license to use Deliverables solely in connection with, and under the same provisions as, Your use of the Services.

2.6 To the extent not already owned by Genesys and subject in each case to Section 10.1 to the extent Customer is identified by name or logo, Customer, on behalf of itself and its Related Parties, hereby grants Genesys a perpetual, exclusive, royalty-free, worldwide license to use or disclose (or choose not to use or disclose), and create derivative works of Feedback for any purpose, in any way, in any media worldwide.

SECTION THREE – CONFIDENTIALITY

3.1 For purposes of this Agreement, the party disclosing Confidential Information is referred to as the **"Discloser"** and the party receiving Confidential Information is referred to as the **"Recipient." "Confidential Information"** means proprietary information of Discloser, or third party proprietary information disclosed to Discloser, that is provided to Recipient. Recipient's obligations to protect Discloser's Confidential Information does not apply to information that: (i) is or becomes, through no act or omission of Recipient, publicly available; (ii) known by Recipient at the time of receipt, as shown by Recipient's contemporaneous written records; (iii) is subsequently and rightfully provided to Recipient by a third party, without restriction on disclosure; or (iv) is independently developed by Recipient without use of or access to Discloser's Confidential Information. Our Confidential Information includes the Materials and technical information relating to the Materials. Customer Data, is not Confidential Information it being understood that the terms and conditions regarding the safeguarding of Customer Data as outlined in Section 9 will apply to Customer Data.

3.2 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 The Recipient will return any tangible materials containing Confidential Information, and any copies or reproductions thereof, to the Discloser within thirty (30) days after the Discloser's written request. Recipient agrees to undertake whatever action is reasonably necessary to remedy any breach of Recipient's confidentiality obligations or any other unauthorized disclosure or use of the Confidential Information by Recipient, its employees, its agents, or contractors. The Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the Discloser Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction without the necessity of posting any bond.

SECTION FOUR – PAYMENT, TAXES AND RECORDS

4.1 <u>**Cloud Services.**</u> You will pay all fees and charges for Cloud Services pursuant to the applicable Schedule and Services Order. Upon execution by both parties, each Services Order shall be a non-cancelable, non-refundable order by Customer. Subject to Section 4.6, We reserve the right to suspend the Cloud Services, or portion thereof, or reject or cancel the transmission of any information through the Cloud Service based upon (i) reasonable belief that the use of the Cloud Services is in violation of applicable Laws, (ii) Your failure to pay amounts when due, or (iii) an imminent compromise to the security or integrity of the network. As practicable depending on the circumstances, we will provide notice of the suspension and keep You reasonably informed of Genesys' efforts to restore the Cloud Services. Each year within a specified Term requires payment in exchange for the continued use of Cloud Services. You acknowledge and agree that fees quoted in a Services Order are contingent upon the agreed upon length of the entire multi-year Term. **These fees are not subject to early termination or cancellation and this obligation may not be waived.**

4.2 <u>**Timing, Payment Disputes and Taxes.**</u> All invoices for Services are due and payable within thirty (30) days of receipt unless otherwise set forth in the Services Order. Unless otherwise agreed, You shall pay all amounts due hereunder via Automated Clearinghouse (ACH), wire, or using our E-bill portal, if applicable. We shall provide invoices electronically via email to a provided email address. If an invoicing portal is used, it shall be provided at the time the order is placed with Us. Subject to Section 4.3, all past due payments will bear interest at the rate of 1.5% or such lower rate as is required by law. You will pay any late payment charge upon remitting the principal amount to Us and will pay all collection costs incurred by Us. Except as otherwise specified in the Services Order, the fees do not include any taxes. You are responsible for paying all taxes, levies, including any universal service fees, duties, or similar items, including any value-added, sales, use or withholding taxes other than taxes on Our net income **(collectively "Taxes")** associated with the Services Order and reimbursing Us for any Taxes with respect to the amounts due under any Services Order. If You are required to withhold Taxes from amounts payable to Us, You will timely remit it to the appropriate governmental authority in accordance with applicable laws And you will promptly furnish Us with the official receipt of payment of such Taxes to the appropriate taxing authority. You will not rely on Us to determine taxability and You are ultimately responsible for assessing and paying any applicable Taxes. If You provide us with an incorrect ship-to address or, where applicable, You do not provide Us with a valid tax exemption certificate prior to placing an Order, We will not provide you with a credit for such Taxes and You will be responsible for getting a refund from the applicable tax authority.

4.3 <u>**Fee Disputes.**</u> If You in good faith dispute the amount of any invoice, You will timely pay the undisputed amount and will notify Us in writing of the disputed amount no later than the date payment would otherwise be due, providing the reasons for the dispute. The parties will attempt in good faith to resolve the dispute within thirty (30) days after Our receipt of Your notice of dispute **(the "Resolution Period")**, during which time withholding of the disputed amount will not be considered a material breach of this Agreement, no interest will accrue for late payment of the disputed amount. Upon resolution of the dispute, You will pay the resolved amount promptly but in any case within ten (10) days of mutual written agreement resolving the dispute. If the dispute is not resolved within the thirty-day (30) Resolution Period, then each party will be entitled to pursue all available remedies.

SECTION FIVE – PROFESSIONAL SERVICES

5.1 <u>**Professional Services.**</u> If applicable, we will provide the Professional Services identified in a Services Order or SOW executed by the parties.

SECTION SIX – WARRANTIES

6.1 <u>**Cloud Services Warranty.**</u> 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 shall be for Us to correct errors.

6.2 <u>**Professional Services and Support Warranty.**</u> We warrant that the Professional Services and Support will be performed in a professional and workmanlike manner and in accordance with applicable requirements of this Agreement and any applicable SOW or Services Order. Your sole and exclusive remedy for breach of this warranty shall be for Us to re-perform non-conforming services.

6.3 <u>**DISCLAIMER.**</u> EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6 (WARRANTIES, ALL SERVICESAND 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." WE (AND OUR BUSINESS PARTNERS, LICENSORS AND SERVICE PROVIDERS) DISCLAIM ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS OR OTHERWISE (INCLUDING ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, QUIET ENJOYMENT, OR ACCURACY). WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT USE OF ANY MATERIALSOR 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 SHALL 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 SHALL CONTROL.**

SECTION SEVEN – LIMITATION OF LIABILITY AND INDEMNIFICATION

7.1 <u>**CONSEQUENTIAL DAMAGES EXCLUSION**</u>. EXCEPT FOR EITHER PARTY'S INTELLECTUAL PROPERTY OBLIGATIONS (AND IN THE CASE OF CUSTOMER, ITS OBLIGATIONS UNDER SECTION 2 (SCOPE OF USE), IN NO EVENT WILL EITHER PARTY (AND IN THE CASE OF GENESYS, ITS BUSINESS PARTNERS, LICENSORS OR SERVICE PROVIDERS) BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR GOOD WILL, WORK STOPPAGE, LOST OR CORRUPTED INFORMATION OR DATA, LOSS OF REVENUE OR PROFIT, COMPUTER FAILURE OR MALFUNCTION, AND TELECOMMUNICATIONS CHARGES FROM UNAUTHORIZED ACCESS), COVER DAMAGES, OR OTHER SIMILAR DAMAGES REGARDLESS OF THE LEGAL THEORY ASSERTED, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICES OR OTHER MATERIALS OF ANY KIND PROVIDED BY US, INCLUDING ANY AND ALL THIRD PARTY PRODUCTS, DELIVERABLES, CUSTOMIZATIONS, SERVICES, HARDWARE, PROFESSIONAL SERVICES, SUPPORT SERVICES, CLOUD SERVICES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

7.2 <u>**LIMITATION OF LIABILITY**</u>. GENESYS (AND ITS BUSINESS PARTNERS', LICENSORS' AND SUPPLIERS') TOTAL LIABILITY FOR ANY LOSS, COST, CLAIM OR DAMAGES IN CONNECTION WITH THE PEFORMANCE 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 GENESYS IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM 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 ECONOMIC TERMS OF THIS AGREEMENT WOULD HAVE BEEN DIFFERENT. THIS SECTION WILL NOT APPLY TO DAMAGES THAT CANNOT BE LIMITED OR EXCLUDED BY LAW (IN WHICH EVENT THE LIMITATION WILL BE THE MINIMUM AMOUNT REQUIRED BY LAW).

7.3 <u>**Genesys Indemnification.**</u> We will pay to defend You at Our expense and indemnify You for any amounts awarded against You in a final judgment or settlement approved by Us, with respect to any claims by a third party that the unaltered Cloud Services, as

originally delivered to You, infringe or misappropriate any valid and enforceable U.S. patents, copyright registrations, federal trade dress registrations and federal trademark trade mark registrations of such third party. We may at any time and at Our option and expense: (i) obtain for You, a license to continue to use the Cloud Services that may infringe a third party's rights; (ii) modify the Cloud Services so as to avoid infringement while preserving substantially equivalent functionality; or (iii) terminate the Agreement and the licenses granted hereunder and refund to You the prepaid and unearned fees covering the remainder of the term of the applicable Services Order.

7.4 **Customer Indemnification.** You will defend Us and Our Affiliates at Your expense, indemnify Us and Our Affiliates against any judgments finally awarded by a court, and pay any settlements approved by You with respect to any claims: (a) that Customer Data and/or Your method or process of doing or conducting business infringes any intellectual property rights of a third party; (b) arising from Your non-compliance with the Agreement, including Section 2 (Scope of Use); or (c) any circumstances arising under the Exclusions.

7.5 **Indemnification Procedures.** A party entitled to indemnification (**"Indemnified Party"**) will promptly notify the other party (**"Indemnifying Party"**) of any claim and provide reasonable assistance to the Indemnifying Party with respect to handling the claim. 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.

7.6 **WE SHALL HAVE NO DEFENSE, WARRANTY OR INDEMNIFCATION OBLIGATIONS TO THE EXTENT ANY CLAIM(S) AROSE FROM AN EXCLUSION(S). FURTHER, SECTION 7.1 STATES THE ENTIRE LIABILITY AND OBLIGATION OF GENESYS, AND YOUR SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE SERVICES, OR ANY PART THEREOF, OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.**

SECTION EIGHT – TERM AND TERMINATION

8.1 **Term**. The term of this Agreement shall begin on the Effective Date and shall continue during the term of all outstanding Services Orders and SOWs issued under this Agreement (the **"Term"**). Each Services Order shall indicate its term.

8.2 **Termination for Cause.** Either party may terminate the Agreement upon notice and thirty (30) days opportunity to cure (if susceptible to cure) if the other party breaches a material term of the Agreement, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy under the law of the United States (or any similar laws of any state or country) or appoints a receiver, or acquiesces in the appointment of a receiver or trustee, or liquidator. Failure to pay and violation of proprietary rights obligations are material breaches. If, during the cure period referenced in this Section 8.1, We document an effort to promptly cure the breach, then, notwithstanding anything to the contrary, You will not terminate the Agreement while such good faith efforts are continuing. Our efforts to cure the breach may not exceed 120 days from Your notice.

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.

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, indemnification obligations, disclaimers, Exclusions and limitations of liability.

SECTION NINE – CUSTOMER DATA

9.1   As between Genesys and You, You retain ownership of and all intellectual property rights in Customer Data and grant Us a non-exclusive, non-sublicenseable (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   You agree that the Customer Data may be transferred or stored outside the country where You and Your customers are located in order to carry out the Services and Our other obligations under the Agreement.

You represent and warrant that You have obtained all consents necessary for Us to collect, access, process, store, transmit, and otherwise use Customer Data in accordance with the Agreement.

You shall comply with all requirements of integrity, quality, legality and all other similar aspects in respect of Customer Data. We may, but are not obligated to, review or monitor any Customer Data. We expressly disclaim any duty to review or determine the legality, accuracy or completeness of Customer Data.

9.3   We have developed and will maintain a privacy program designed to respect and protect Customer Data under our control. We will not rent or sell any Customer Data.

9.4   We may aggregate data and information related to the performance, operation and use of the Cloud Services to create statistical analyses, to perform benchmarking, to perform research and development and to perform other similar activities (**"Service Improvements"**). We will not incorporate Customer Data in Service Improvements in a form that could identify You or Your customers 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 <u>**Marketing**</u>**.** Subject to prior written approval of content, You grant Us with the right to issue a media release after the Effective Date announcing that You have become a Genesys customer, and to make other announcements and place promotion in various publications and media. Except as set forth in a mutually agreed written public statement, You will not imply or state that You are affiliated with or endorsed by Us, publicize the existence of the Agreement, or disclose any of its terms. You also agree that, not less than once per calendar quarter during the Term, to act as a reference customer as requested by Us.

10.2 <u>**Assignment**</u>**.** 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 shall bind and inure to the benefit of their respective successors and assigns. You understand and agree that third parties, including but not limited to Genesys' affiliates (e.g. Genesys Telecom US, Inc.) may provide products and services to You in connection with the Agreement. You agree that any such third parties may directly invoice you for services rendered and products delivered and you agree to pay such invoices in accordance with the Agreement.

10.3 <u>**Government Usage**</u>**.** This is a commercial item agreement. If the Services are acquired by or on behalf of the U.S. Government, a state or local government, or a prime contractor or subcontractor (of any tier) of the foregoing, such government customers and users shall obtain only those commercial license rights set forth in the Agreement remain in full force.

10.4 <u>**Compliance with Laws.**</u> 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.

10.5 <u>**Cumulative Remedies, Force Majeure and Injunctive Relief**</u>. 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.

10.6 <u>**Governing Law**</u>. This Agreement shall be governed by the laws set forth at <u>https://www.genesys.com/company/legal-docs/governing-law-jurisdiction-and-notices</u>, based on Your domicile, without reference to conflicts of law provisions. The parties agree to submit to the personal and exclusive jurisdiction of such courts and that venue therein is proper and convenient as set forth in Table 1. In the event more than one Genesys entity is or becomes a party the Agreement, the governing law shall be California and United States federal law; and, the California state courts in and for San Mateo County, California (or, if there is federal jurisdiction), the United States District Court for the Northern District of California, each of which shall have the personal and exclusive jurisdiction, which such jurisdiction is acknowledged to be proper and convenient. The UN Convention for the International Sale of Goods shall not apply to the Agreement in whole or in part. In any dispute under the Agreement, the prevailing party shall be entitled to recover its cost of enforcing its claim, including but not limited to attorney fees.

10.7 <u>**Independent Contractors.**</u> The parties are acting as independent contractors. Nothing in the Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

10.8 <u>**Third party beneficiaries.**</u> No third-party beneficiary relationships are created by this Agreement.

10.9 <u>**Notices**</u>. All notices under the Agreement shall be in writing and shall be deemed to have been given when (a) personally delivered; (b) sent by electronic facsimile transmission; (c) sent by registered mail, postage prepaid (which notice shall be deemed to have been received on the third (3rd) business day following the date on which it is mailed); (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 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 at <u>https://www.genesys.com/company/legal-docs/governing-law-jurisdiction-and-notices</u>, with a mandatory

copy to the attention of General Counsel, Legal, at the same address. In the case of Customer, notice shall be sent to the address below (or such other designee/address Customer may provide by giving notice to the in compliance with the Agreement).

10.10   **Waiver**. No provision of the Agreement may be waived unless such waiver is in writing and signed by the party against which the waiver is to be effective.

10.11   **Complete Agreement; Amendment.** The Agreement constitutes the complete agreement between the parties and supersedes all prior 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 and the other provisions of the Agreement, the terms of the Services Order shall take precedence; however, Agreement Section Two (Scope of Use), Section Six (Warranties), Section 7 (Indemnification) Section 8 (Term and Termination), Section 7 (Limitation of Liability) and Section 10.4 (Compliance with Laws) may only be modified in an amendment to the Agreement. In the event of a conflict between any Schedule and the Terms and Conditions of the Agreement, the Schedule shall control with respect to the Cloud Services described in the Schedule. The Agreement may not otherwise be modified or amended except in a writing signed by a duly authorized representative of each party. The terms of the Agreement shall supersede the terms in any purchase order submitted by You or other ordering document.

10.12   **Modifications.** We may modify any websites referenced in the Agreement at any time by posting a revised version on the applicable Genesys websites or by otherwise notifying You in accordance with the Notice provisions in Section 10.9 (Notices). The modified terms will become effective upon posting or, if We notify You by email, as stated in the email message. By continuing to use the Materials after the effective date of any modifications to the Agreement, You agree to be bound by the modified terms. If such modification materially decreases any of Our obligations or the functionality of the applicable Service, You may terminate this Agreement by providing Us with written notice within thirty (30) days of the effective date of the applicable modification. Any such termination shall be effective thirty (30) days after We receive written notice from You.

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, or Materials of any kind provided by Company to any countries outside the United States except as permitted under the U.S. Commerce Department's Export Administration Regulations.

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 shall 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 shall be responsible for the performance of such subcontractors.

PURECLOUD SCHEDULE

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

1. **Subscription Services.** We grant you a right to use the PureCloud Service in accordance with this Agreement and the applicable product descriptions found in the Services Order.
   1. The software used to provide the PureCloud Service is located on servers that are controlled by Amazon Web Service ("**AWS**"). You may access and use the software but have no right to receive a copy of the object code or source code to the software.
   2. You shall comply with the AWS Acceptable Use Policy found at https://aws.amazon.com/aup/, which is incorporated in the Agreement by this reference.
   3. If identified in a Services Order, we may resell to you third party hardware and software. The terms and conditions governing the use of any such third-party products will be the terms of the shrink-wrap, click-wrap or other third-party license included with such products. We will pass through to you any warranties we receive from the supplier of such products, and to the extent such pass through is not allowed by the supplier, we will facilitate the filing of a warranty claim for any defective products. It is your responsibility to prepare and maintain the location where the hardware is installed so as to conform to any utility, climate control, wiring, networking and communication interface specifications, to perform all regular maintenance.
   4. In addition to third party products identified on a Services Order, you may also purchase third party products and services through our 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. We are not 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, and not Genesys. By activating an AppFoundry product, you are granting us permission to share your PureCloud 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**
   1. Our security and privacy policies for the PureCloud Service addressing use of Customer Data, which are incorporated by reference, are located at https://help.mypurecloud.com/articles/purecloud-security-compliance/.
3. **PureCloud Documentation.** The PureCloud Documentation is found at https://help.mypurecloud.com/articles/feature-list/, which is incorporated in the Agreement by this reference.
4. **Provision of PureCloud Service.** We will make the PureCloud Service available 24 hours a day, 7 days a week, except for: (i) occasional planned downtime at non-peak hours (for which we will provide advance notice); or (ii) any unavailability caused by circumstances beyond our reasonable control, including failure or delay of your Internet connection, misconfiguration by you or any third party, issues on your network, or telecommunications services contracted by or for you, or (iii) unavailability as a result of the actions of 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. Your use of the PureCloud Service is subject to our complete PureCloud Support Policies and Service Level Agreements (SLAs), which are provided at https://help.mypurecloud.com/articles/service-level-agreements/ and are incorporated in the Agreement by this reference.
5. **Term and Payments.**
   1. **Term.** This Agreement governs use of the PureCloud Services starting on the Effective Date and continues until the end of the term of all Services Orders for PureCloud Services. The Initial Subscription Term shall begin after a period specified in the Services Order that is intended to allow you to implement the PureCloud Services (**"Ramp Period"**). The Ramp Period shall begin upon our acceptance of the Services Order and shall be ninety (90) 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, Services Orders for PureCloud Services shall renew on an annual basis (with an annual payment structure, as described below in 5.2.2.1), unless: (a) either party provides 30 days' written notice of its intent to not renew; (b) the Services Order provides for a different automatic renewal period; or (c) the parties agree in writing to renew for a term of different duration. Pricing for any subsequent renewal period shall be at our 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. The fees identified in the Services Order are exclusive of shipping fees, and you will pay the shipping fees (if applicable) identified in the invoice.
      1. **Monthly Term**. The actual monthly fees will be calculated based on usage and invoiced to you in arrears on a monthly basis. Payment shall be due within thirty (30) days of the date of an invoice, unless the Services Order

provides for a different payment term. Subscription prices for the monthly term are subject to changes in our then current pricing. Note that subscription pricing for a monthly term is at a higher price than that for an annual term. 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**.

1. **Annual Pre-Payment.** You will be billed in advance for twelve months of subscription fees. Unless the Services Order provides for a different payment term, such payment shall be due within thirty (30) days of the Effective Date, regardless of whether or not a Ramp Period applies. This payment covers the Term of the Agreement, beginning upon the end of the Ramp Period. During the Ramp Period, you will be billed 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. All invoices are due within thirty (30) days of the date of such invoice, unless otherwise provided in the Services Order. Any prepaid amount is non-refundable.

2. **Monthly Payment.** During the Ramp Period, 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. Any usage above the Monthly Subscription will be charged at the subscription overage fee listed in the Services Order.

6 **Definitions**.

1. **"AppFoundry"** means our marketplace website where Customers may purchase third party software applications to integrate with the PureCloud Service.

2. **"PureCloud Service"** means our cloud communications service, and associated equipment and services, as described in a Services Order.

3. **"PureCloud Website"** means the website used to access the PureCloud Service and any successor or related site designated by us.

4. **"Initial Subscription Term"** means the initial term of the PureCloud Services you selected, as set forth in the Services Order.