

## Genesys Data Processing Addendum

This Data Processing Addendum (“**DPA**”) is in addition to the Master Agreement (or other written or electronic agreement between Genesys and Customer) for the Services and reflects the parties’ agreement about the processing of Customer Data. This DPA is intended to cover data privacy and protection obligations of the parties in order to comply with various data privacy laws and regulations around the world.

Customer enters into this DPA on behalf of itself and in the name and on behalf of its Authorized Affiliates, to the extent Genesys processes Customer Data on behalf of such Authorized Affiliates. This DPA is presented online, and incorporated by the terms and conditions specifically referencing this DPA.

### Applicability

If the Customer signing this DPA is a party to the Master Agreement, this DPA is an addendum to and forms part of the Master Agreement. In such case, the Genesys entity that is party to the Master Agreement is party to this DPA.

If the Customer entity signing this DPA has executed an Order Form with Genesys or its Affiliate pursuant to the Master Agreement, but is not itself a party to the Master Agreement, this DPA is an addendum to that Order Form and applicable renewal Order Forms, and the Genesys entity that is party to such Order Form is party to this DPA.

If the Customer entity signing this DPA is neither a party to an Order Form nor the Master Agreement, this DPA document becomes valid and is not legally binding. Such entity should request that the Customer entity who is a party to the Master Agreement executes this DPA.

If the Customer entity signing the DPA is not a party to an Order Form, EULA, nor a Master Agreement directly with Genesys, but is instead a customer indirectly via an authorized reseller of Genesys services, this DPA is not valid and is not legally binding. Such entity should contact the authorized reseller to discuss whether any amendment to its Master Agreement with that reseller may be required.

This DPA shall not replace any comparable or additional rights relating to Processing of Customer Data contained in Customer’s Master Agreement (including any existing data processing addendum to the Master Agreement).

If the Standard Contractual Clauses are required, please print out a copy (<https://help.mypurecloud.com/wp-content/uploads/2020/10/Standard-Contract-Clauses.pdf>), and send a copy via email to [DataPrivacy@genesys.com](mailto:DataPrivacy@genesys.com). These will be signed by Genesys and returned.

### 1. DEFINITIONS

- a. **In General.** Capitalized terms used in this DPA but not defined herein shall have the meaning given to them in the Master Agreement or the applicable Privacy Legislation.
- b. **Affiliates** means 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.;
- c. **Authorized Affiliate** means any Customer Affiliate which is authorized to use the Services pursuant to the Master Agreement.
- d. **Customer** means the customer receiving Genesys Services and any of its Authorized Affiliates.
- e. **Customer Data** means the personal data (as defined in the Privacy Legislation) that is uploaded to the Service.
- f. **Documentation** means the security and usage documentation applicable to the Service purchased by Customer and updated from time to time. Documentation may be attached to the Master Agreement or this DPA, or as otherwise made reasonably available by Genesys.
- g. **EEA** means the European Economic Area.
- h. **Master Agreement** means the agreement executed by Genesys and the Customer for the provision of Services.
- i. **Privacy Legislation** means: (i) Regulation (EU) 2016/679 (the "**General Data Protection Regulation**" or "**GDPR**"); (ii) the California Consumer Privacy Act; (iii) and any further applicable national and international privacy and data protection legislations and regulations, as such legislations and regulations are amended, extended and re-enacted from time to time.

- j. **Service(s)** means the software, professional services, and customer care services provided by Genesys and further described in the Master Agreement.
- k. **Standard Contractual Clauses** means the Standard Contractual Clauses posted at <https://help.mypurecloud.com/wp-content/uploads/2020/10/Standard-Contract-Clauses.pdf>, pursuant to the European Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries.

## 2. DATA PROCESSING

- a. **Scope.** This DPA governs the processing of Customer Data by Genesys. This DPA is intended to govern the data processing related to the Services in line with the Master Agreement. This DPA shall be coterminous with the Master Agreement. A description of data processing can be found at <https://help.mypurecloud.com/wp-content/uploads/2020/10/Data-Processing-Description.pdf>.
- b. **Compliance with Laws.** Each party will comply with all laws, rules, and regulations applicable to it.
- c. **Instructions for Data Processing and Data Subject Rights.** Genesys will process Customer Data in accordance with Customer's instructions, as set forth in this DPA and in the Master Agreement. Customizations and configurations performed by the Customer using the Genesys Service user interface, configuration tools, or APIs are considered Customer instructions. If Customer cannot redress an action required by applicable Privacy Legislation with tools, functions, or instructions provided by Genesys, Customer is entitled to give detailed instructions to Genesys via Genesys' customer care portal by opening a support care ticket with the category of "Data Privacy". If Customer issues an instruction under this DPA, then, subject to verifying technical feasibility of such instruction, Genesys will document it for the duration of the DPA to ensure the accountability principle of the applicable Privacy Legislation. To the extent that any instruction is not technically feasible at the time that it is requested by the Customer, the parties DPOs (or other relevant personnel) shall meet to discuss in good faith (seeking the guidance of the relevant supervisory authority if necessary) an alternative solution that is adequate for the Customer's needs and meets the relevant requirements under the applicable Privacy Legislation.
- d. **Data Ownership.** Customer retains all rights, title and interest to its Customer Data. Customer grants Genesys a non-exclusive right to process data, such as: use, copy, store, transmit, modify, display, perform and create derivative works of Customer Data as defined in the Master Agreement and as permitted by applicable law.
- e. **Access or Use.** Genesys will not access or use Customer Data except as described in the Master Agreement, for the provision of Services, or as instructed by Customer.
- f. **Disclosure.** Genesys will not disclose Customer Data to any government, except as necessary to comply with the law or a valid and binding order of a law enforcement agency (such as a subpoena or court order). If a law enforcement agency sends Genesys a demand for Customer Data, Genesys will attempt to redirect the law enforcement agency to request that data directly from Customer. As part of this effort, Genesys may provide Customer's basic contact information to the law enforcement agency. If compelled to disclose Customer Data to a law enforcement agency, then Genesys will give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless Genesys is legally prohibited from doing so.
- g. **Genesys Personnel.** Genesys personnel may not process Customer Data without proper internal authorization. All Genesys personnel receive data security and privacy training on an annual basis and have agreed to appropriate confidentiality obligations (for the term of their employment and thereafter), insofar as they are not already bound to do so in accordance with relevant legislations and regulations.
- h. **Rights of Data Subjects.** Insofar as a Data Subject contacts Genesys directly concerning an individual subject right, Genesys will forward the Data Subject's request as soon as reasonably possible to the Customer. Insofar as it is included in the scope of services, the individual subject right will be executed by Genesys without unreasonable delay to the extent required by law. Genesys may provide tools for Customer to fulfil such requests via the Service.
- i. **Transfers of Customer Data.** Customer understands that the Services provided by Genesys sometimes require Customer Data to be transferred to a country or territory outside the country or region of the Customer. Customer agrees to Genesys performing any such transfer of Customer Data to any such country and to store and process the Customer Data to provide the Services. The Standard Contractual Clauses will apply to Customer Data that is transferred outside the EEA, either directly or via onward transfer, to any country not recognized by the European Commission as providing an adequate level of protection for personal data (as

described in the applicable Privacy Legislation). The Standard Contractual Clauses will not apply to Customer Data that is not transferred, either directly or via onward transfer, outside the EEA. A list of subprocessors and processing locations can be found at <https://help.mypurecloud.com/articles/genesys-subprocessors/>.

- j. **Deletion and Return of Customer Data.** After conclusion of the contracted work, or earlier upon request by the Customer, at the latest upon termination of the Master Agreement, Genesys shall make all documents, processing and utilization results, and data sets related to the Customer that have come into its possession available, in a data-protection compliant manner. Otherwise, such data will be subject to Genesys' record retention policy. Any Services performed after the termination of the Master Agreement will require additional fees.

### 3. RESPONSIBILITIES OF GENESYS

- a. **DPO.** Genesys has appointed a Data Protection Officer in accordance with the applicable Privacy Legislation. Genesys has appointed William Dummett as Chief Privacy Officer, and Shahzad Muhammad Naveed Ahmad as Data Protection Officer, located in Europe. The data privacy office may be contacted at [dataprivacy@genesys.com](mailto:dataprivacy@genesys.com). The Customer shall be informed as soon as possible of any change of Data Protection Officer.
- b. **Security.**
  - i. **Security Procedures.** Genesys shall establish security procedures in accordance with applicable Privacy Legislation. The measures to be taken are appropriate to the risk concerning confidentiality, integrity, availability and resilience of the systems. Genesys has considered the state of the art, implementation costs, the nature, scope and purposes of processing as well as the probability of occurrence and the severity of the risk to the rights and freedoms of natural persons. Security controls are described in <https://help.mypurecloud.com/wp-content/uploads/2020/10/Genesys-Security-Measures.pdf>.
  - ii. **Technical and Organizational Measures.** Genesys has implemented measures to maintain the security of its facilities and networks as set forth in Genesys Security Measures (<https://help.mypurecloud.com/wp-content/uploads/2020/10/Genesys-Security-Measures.pdf>). The technical and organisational measures are subject to technical progress and further development. In this respect, it is permissible for Genesys to implement alternative adequate measures, provided such changes do not reduce the security provided. Substantial changes will be documented.
  - iii. **Review of Genesys Security.** Customer is solely responsible for reviewing the information made available by Genesys relating to data security and making an independent determination as to whether the Services meet Customer's requirements and for ensuring that Customer's personnel and consultants follow the guidelines they are provided regarding data security.

### 4. AUDITS

- a. **Audits.** At least annually, Genesys uses external auditors to vet its security measures. This audit will be performed by an independent third party who will produce an audit report ("**Report**"). The Report will be Genesys Confidential Information. Reports will be made available to Customer subject to a mutually agreed upon non-disclosure agreement ("**NDA**"). At Customer's written request, Genesys will provide Customer with a Report so that Customer can reasonably verify Genesys' compliance with the security obligations under this DPA. Upon request, Genesys will also provide information regarding Genesys' compliance with the obligations set forth in this DPA. Customer may request an on-site audit of the Genesys systems relevant to the protection of Customer personal information. Customer will reimburse Genesys for time spent by Genesys personnel for any such on-site audit at then-current professional service rates. Prior to such audit, Customer and Genesys will mutually agree upon the scope and scheduling of the audit. All fees charged shall be reasonable in accordance with the time spent by Genesys personnel. Customer must promptly notify Genesys of any discovered non-compliance. If the Standard Contractual Clauses apply, nothing in this Section varies or modifies the Standard Contractual Clauses nor affects any supervisory authority's or data subject's rights under the Standard Contractual Clauses.
- b. **Privacy Impact Assessment.** At Customer's written request and subject to a non-disclosure agreement, Genesys will assist Customer in complying with Customer's obligation regarding data protection impact assessments or privacy impact assessments under Article 35 and 36 of GDPR.

### 5. SECURITY BREACH NOTIFICATION

- a. **Notification.** Genesys will assist the Customer in complying with the reporting requirements for data breaches. These include:

- i. The obligation to report a confirmed personal data protection breach without undue delay, and in no event later than thirty-six hours. The parties are aware that data protection requirements impose a duty to inform in any event of the loss or unlawful disclosure of personal data or access to it. Such incidents should therefore be communicated as soon as reasonably possible to the Customer. Genesys will take appropriate measures to secure the data and limit any possible detrimental effect on the data subjects. Where Customer is obligated under applicable law to notify a government authority, Genesys is obliged to assist the Customer in preparing such notification. If the Standard Contractual Clauses apply, nothing in this section modifies the Standard Contractual Clauses nor affects any supervisory authority's or data subject's rights under the Standard Contractual Clauses.
- ii. The duty to assist the Customer to provide information to the Data Subject concerned, if required by the applicable Privacy Legislation, and to provide the Customer with all relevant information in this regard as soon as reasonably possible.

## 6. SUBPROCESSING

- a. **Subprocessors.** Genesys may transfer data to its Affiliates and hire other companies to provide limited services on its behalf, such as assisting customer support. Any such Affiliates and subprocessors will be permitted to obtain Customer Data only to deliver the services Genesys has retained them to provide, and they are prohibited from using Customer Data for any other purpose. Genesys shall make appropriate and legally binding contractual arrangements and take appropriate inspection measures to ensure the data protection and the data security of the Customer's data, even in the case of outsourced ancillary services.
- b. **Third Party Services.** The Genesys Services can function in coordination with various third-party services (for example, the Genesys Cloud AppFoundry). If Customer uses a third-party service that integrates with Genesys Services, Customer is responsible for ensuring proper data privacy terms, international transfer mechanisms, and service terms and conditions (for example, customer care & professional services) are in place with that third-party.
- c. **Current Subprocessors.** Customer agrees that Genesys may use Subprocessors to provide the Services and meet other contractual obligations. An up-to-date list of Genesys Subprocessors can be found at <https://help.mypurecloud.com/articles/genesys-subprocessors/> ("Subprocessor List"). At least 30 days prior to engaging a new Subprocessor, Genesys will update the Subprocessor List and notify the Customer. Customer may object to a new Subprocessor by contacting DataPrivacy@genesys.com. Note that such object may limit the availability of some features in the Genesys Services. Customer consents to Genesys' such use of Subprocessors.

## 7. FINANCIAL INSTITUTIONS

- a. **Applicability.** This Section 7 applies only where: (a) Customer is an institution as defined in Article 4(1)(3) of Regulation (EU) No 575/2013 or otherwise subject to the EBA.REC/2017/03, or (b) Customer uses the Genesys Services for purposes that are subject to regulatory oversight by EEA authorities (including BaFin) with authority to regulate Customers financial service activities.
- b. **Access and Audit.** Genesys agrees to provide the Customer and the Customer's statutory auditor with: (a) full access to its business premises, and (b) rights of inspection and auditing related to the Genesys Services. The following conditions apply:
  - i. The Customer will exercise such rights in a risk-based and proportional manner considering the nature of the Genesys Services.
  - ii. The Customer may appoint a third party to perform such audits, provided that (a) Customer can verify the third-party has the necessary skills and knowledge to perform the audit effectively; and (b) the Customer procures that the third-party is bound by confidentiality obligations no less onerous than those set out in the master agreement.
  - iii. The Customer must provide written notice in a reasonable time period prior to an on-site visit.
  - iv. If Customer's audit rights could risk another Genesys customer's data or services, Genesys and the Customer will agree on an alternate means to provide necessary assurances.
  - v. When possible, the Customer will rely on certifications, reports, and attestations in place of an audit.
- c. **Genesys Outsourcing.** Genesys will enter into written agreements with any subcontractors (which processes personal information) that contain obligations and restrictions substantially similar to those found herein.

8. **NONDISCLOSURE**

- a. **Confidential Information.** Both parties agree that the contents of this DPA are Confidential Information and are subject to the applicable confidentiality provisions of the Master Agreement.

9. **ENTIRE AGREEMENT; CONFLICT**

- a. **Entire Agreement; Conflict.** Except as amended by this DPA, the Master Agreement will remain in full force and effect. If there is a conflict between the Master Agreement and this DPA, the terms of this DPA will control.