

**ADDENDUM TO THE GENESYS CLOUD SERVICES AGREEMENT
For the Genesys Pointillist Services**

This Addendum to the Genesys Cloud Services Agreement (“Addendum”) incorporates by reference the Genesys Cloud Services Agreement (“Agreement”) between Customer and Genesys and collectively these agreements compose the terms and conditions for the Customer’s purchase of Genesys Pointillist Services. Any capitalized terms used in this Addendum which are not otherwise defined herein are as defined in the Agreement. For the avoidance of doubt and unless otherwise specified in this Addendum, any reference to “Genesys Cloud Services”, “Services” and “Cloud Services” in the body of the Agreement shall be taken to include Genesys Pointillist Services.

Except as amended herein, all other terms of the Agreement shall remain in full force and effect. The order of precedence is as follows: 1) this Genesys Pointillist Service Addendum, 2) Agreement, 3) Services Order, (4) Statement of Work.

1. DEFINITIONS

The following definitions are added to the Agreement for the purposes of the Genesys Pointillist Services:

Genesys Pointillist Services or Pointillist Services: the Genesys software-as-a-service offering for customer journey analytics and orchestration (including any related products and / or services offered by any Affiliates under this Agreement as described in the then-current Documentation for Genesys Pointillist Services, and specifically excludes related professional services.

User(s): individuals who are authorized by the Customer to use the Genesys Pointillist Services, and who have been supplied user identifications and passwords by the Customer (or by Genesys at the Customer’s request). Users consist of any employees of the Customer or its Affiliates and any independent contractors of the Customer or its Affiliates who access the Genesys Pointillist Services on Customer’s behalf.

2. GENESYS POINTILLIST SERVICES

For the purposes of the Genesys Pointillist Services only, the following clauses are inserted into the Agreement:

2.1A License Grant for Genesys Pointillist Services. Subject to the terms and conditions of this Agreement, and in consideration for the payment of fees set forth on the applicable Services Order, Genesys hereby grants to the Customer, solely during the term of the applicable Services Order, a non-exclusive, non-transferable (except as set forth in Section 12.3) license to access and use the Genesys Pointillist Services solely for the Customer’s internal business purposes and solely to monitor, view and use key interactions, trends and analyses of the Customer Data. This license is restricted to use by Customer and its Users and does not include the right to use the Genesys Pointillist Services on behalf of any third party. The Customer is responsible for procuring and maintaining the network connections that connect the Customer to the Genesys Pointillist Services. Upon payment in full of all amounts due under the applicable Statement of Work, Customer is granted a license to use deliverables solely in connection with, and under the same provisions as, Customer’s use of the Genesys Pointillist Services.

For Customers only purchasing Pointillist Services, Customer will be issued a single Genesys Cloud CX Communicate user license at a one-hundred percent (100%) discount. Any additional Genesys Cloud CX Communicate user licenses will incur a license fee and will be invoiced monthly in accordance with the applicable Services Order. The license grant for all Genesys Cloud CX Communicate user licenses is in accordance with Section 2 of the Agreement, and generally, in accordance with the terms of the Agreement rather than this Addendum.

2.1B Volume Limitations for Genesys Pointillist Services. The Customer acknowledges that access and use of the Genesys Pointillist Services is licensed to the Customer for use up to the number of Customer Data sources, Customer Data events, Users, or other metric purchased by the Customer and set forth and described on the applicable Services Order (the “Volume Limitations”). In the event the Genesys Pointillist Services is used in excess of the Volume Limitations, then the Customer shall be obligated to pay Pointillist for the number of Customer Data sources, Customer Data events, applicable Users, and/or other metric used in excess of such Volume Limitations either as amendment to Customer’s existing Services Order or upon renewal, as determined solely by Genesys. The Customer may also add licenses for additional Users, Customer Data sources, Customer Data events, and other metrics by executing a new Services Order at any time.

2.3A Security. Security for the Genesys Pointillist Services is in accordance <https://help.mypurecloud.com/articles/genesys-cloud-security-policy/>, which is incorporated herein by reference. However, notwithstanding the foregoing and anything to the contrary in the Agreement and the Genesys Cloud Security Policy, the Genesys Pointillist Services and its security and operational controls are only SOC 2 Type II certified and HIPAA compliant. Genesys reserves the right to make changes to the support and/or security terms for the Genesys Pointillist Services during the Subscription Term. If, however, such a change results in the material degradation of the level of support for the Genesys Pointillist Services or the level of protection of Customer Data and no workaround has been provided by Genesys, then Customer may terminate this Agreement by providing Genesys with written notice within 30 days from the date of notification of such change.

The below section 12.12 is added to the Agreement as a new clause for the purposes of the Genesys Pointillist Services:

12.12 FCRA. The materials or reports provided through, or available on, the Genesys Pointillist Services do not constitute “consumer reports”, as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) (“FCRA”). Accordingly, such materials or reports may not be used by Customer or its Users in whole or in part as a factor in determining eligibility for credit, insurance, employment or for any other eligibility purpose that would qualify it as a consumer report under the FCRA.