

SPONSOR USER PROGRAM COMPANY PARTICIPATION TERMS

These Sponsor User Program Participation Terms (“Agreement”) are effective as of the date you click “I Agree” to these terms and conditions (“Effective Date”). The Agreement is entered into by and between the applicable Genesys entity identified in Attachment 1 (“Genesys”), and you, the Participant (“Participant”), which will be described in the fields completed by you at the time of acceptance of this Agreement. The applicable Genesys entity is identified in Attachment 1, based on the Participant’s primary location. Genesys and Participant may be referred to as a “Party” or collectively as the “Parties.”

WHEREAS, Genesys has developed a program (the “Sponsor User Program”) in which selected participants partner with Genesys to provide Feedback (as defined herein) on certain Genesys products and services; and

WHEREAS, Participant wishes to participate in the Sponsor User Program.

NOW, THEREFORE, the Parties agree as follows:

I. Program Benefits

- a. Sponsor Users. “Sponsor Users” are real users or potential users that contribute their domain expertise through regular participation in the design of products and services. They are active participants who collaborate with Genesys to improve and/or deliver high-quality products and services. Sponsor Users are representative of intended users; they’re invested in outcomes and are available to collaborate in the design of products and services regularly.
- b. Sponsor Users may receive an early preview of Genesys products and services from initial concepts through the release cycle.
- c. Sponsor Users have greater influence over the design direction of Genesys products and services.
- d. Preview Access. From time to time, Genesys will request Participant to participate in Genesys-guided access to new products, services, versions, updates, releases, concepts, designs, or plans (collectively, “Program Materials”). Such access does not constitute a license to use or test the Program Materials, and the scope of the access will be defined by Genesys prior to the access. The Program Materials may not yet be available to the general public, and the parties agree that any information disclosed by Genesys relating to the Program Materials will be considered the Confidential Information of Genesys.

II. Participant Obligations

- a. Feedback. The purpose of preview access described in Section I is for the evaluation of and open discussion relating to the Program Materials. In furtherance of this purpose, Participant shall provide feedback to Genesys concerning the form, functionality, or performance of the Program Materials from time to time as reasonably requested, including without limitation, identifying potential benefits, improvements, modifications, or enhancements (“Feedback”). Feedback and other information which is provided by Participant, either directly or through use of the Program Materials, to Genesys in connection with the Program Materials or this Agreement may be used by Genesys to improve or enhance its products and services, accordingly.
- b. Feedback Activities. Participant agrees to meet with designated Genesys teams at any point in the lifecycle of the Program Materials, or as reasonably requested by Genesys, in order to provide Feedback. Further, Genesys will, from time to time, request Participant to participate as Sponsor Users in order for Genesys to obtain information related to the Program Materials and Participant’s business activities, environment, culture, and obstacles, as they relate to the Program Materials. The activities in this Section will be subject to execution by Participant employees and personnel of an informed consent agreement.
- c. Minimum Commitments. Participant will designate at least 1 resource to serve as a liaison to Genesys with respect to performance of the activities described in this Agreement. Participant will make reasonable efforts to participate in activities, including Sponsor User Sessions, as requested by Genesys. Participant hereby consents to Genesys contacting Participant’s Sponsor Users regarding information or requests about the Sponsor User Program. For information and guidance regarding Program expectations, please see https://genesyscx.az1.qualtrics.com/jfe/form/SV_dbX3SqIQk1PYYxo. Participant agrees to use all reasonable efforts to commit to participation in the Sponsor User Program for at least one year from the Effective Date.

- d. Confidentiality. “Confidential Information” means information disclosed by the discloser or its affiliates to the receiver in relation to the Purpose (defined below), which is identified as confidential, or which can reasonably be considered confidential due to its nature, or the circumstances surrounding disclosure. Confidential Information does not include information which (a) is in the public domain; (b) was or lawfully becomes known to the receiver; or (c) was independently developed by the receiver. The Confidential Information shall be used by the receiver solely for the purposes of fulfilling the obligations of this Agreement (the “Purpose”). The parties agree to use the Confidential Information solely for the Purpose, and to only disclose the Confidential Information to their affiliates, employees, directors, agents or third-party contractors who have a need to know the Confidential Information and are under a substantially similar obligation to keep information confidential. The receiver shall exercise a reasonable degree of care to protect the confidential information from unauthorized disclosure, but at least the degree of care used to protect the receiver's own information. The Participant agrees to return or destroy any Genesys Confidential Information upon termination of the Agreement. The obligations of confidentiality will continue for a period of ten (10) years from the date of disclosure of Confidential Information.

III. Disclaimer of Warranty on Program Materials.

- a. PARTICIPANT EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE PROGRAM MATERIALS IS AT PARTICIPANT’S SOLE RISK. THE PROGRAM MATERIALS ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND. GENESYS EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. PARTICIPANT ACKNOWLEDGES THAT GENESYS IS UNDER NO OBLIGATION TO CONSIDER OR IMPLEMENT ANY FEEDBACK PROVIDED BY PARTICIPANT. FURTHER, GENESYS IS UNDER NO OBLIGATION TO RELEASE TO THE GENERAL PUBLIC, OR INCORPORATE INTO ANY OF ITS PRODUCTS, ANY OF THE PROGRAM MATERIALS SHARED WITH PARTICIPANT.

IV. Proprietary Rights.

- a. Ownership. Genesys retains all rights, title and interest, including without limitation, all patent rights, copyrights, trademarks and trade secrets, in and to the Program Materials, Feedback, and any derivatives thereof, including derivatives of Program Materials resulting from the Feedback provided by Participant. Participant hereby assigns (and shall cause its personnel, its contractor(s) or agent(s) as the case may be to assign), to Genesys all rights (including without limitation, moral rights), title and interest in and to any performance data, report, feedback or any other information relating to the Program Materials provided by Participant to Genesys hereunder. Participant shall have only those rights in or to the Program Materials expressly granted to Participant pursuant to this Agreement.

V. Term and Termination; General.

- a. Term. The Agreement shall commence on the Effective Date and will continue until terminated by either party pursuant to Section V.b. (the “Term”).
- b. Termination. Either Party may terminate this Agreement at any time by delivering written notice of termination to the other Party.
- c. General.
- i. Neither party will be liable for any indirect, consequential, or punitive damages under this Agreement.
 - ii. This Agreement will be construed in accordance with the laws of Delaware and subject to the jurisdiction of the state district courts of Delaware. Nothing in this Agreement will prevent either party from seeking injunctive relief any court with jurisdiction over the parties.
 - iii. This agreement constitutes the complete and exclusive statement of the terms and conditions between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written agreements regarding this subject matter.

ATTACHMENT 1

Genesys Contracting Entity

If Participant is Located in:	Then the Genesys Contracting Entity is:	With Primary Business Offices Located At:
Australia	Genesys Cloud Services Pty. Ltd.	Level 17, 124 Walker Street, North Sydney New South Wales 2060, Australia
Brazil	Genesys Laboratórios de Telecomunicações Ltda.	Rua Joaquim Floriano, 243, Suite 113 Itiam Bibi, São Paulo CEP 04535-010, Brazil
Canada	Genesys Cloud Services Corp.	50 Smyth Street, Suite 2000 Saint John, New Brunswick, Canada E2L 0B8
Ireland	Genesys Europe B.V.	Gooimeer 6-02, 1411 DD Naarden, The Netherlands
Japan	Genesys Cloud Services K.K.	Uchisaiwaicho Tokyu Building 6F, 1-3-2, Uchisaiwaicho, Chiyoda-ku, Tokyo 100-0011, Japan
Russia	Genesys Telecommunications Laboratories, Inc.	2001 Juniper Serra Blvd Daly City, California 94014, USA
United Kingdom	Genesys Europe B.V.	Gooimeer 6-02, 1411 DD Naarden, The Netherlands
United States	Genesys Cloud Services, Inc.	2001 Juniper Serra Blvd Daly City, California 94014, USA
All Other Countries	Genesys Cloud Services B.V.	Gooimeer 6-02, 1411 DD Naarden, The Netherlands