

## **SPONSOR USER PROGRAM CUSTOMER 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, Participant and Genesys have entered into an agreement for the provision by Genesys to Participant of certain software, cloud services, and related services (the “Customer Agreement”);

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 in interviews as Sponsor Users by Genesys personnel 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 liaisons to Genesys with respect to performance of the activities described in this Agreement. Participant and its employees 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](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. All Program Materials will be considered Confidential Information, as that term is defined in the Customer Agreement, and shall be treated in accordance with the confidentiality terms therein.

### **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. The terms of the Customer Agreement relating to confidentiality, limitations on liability, and general governing terms (including governing law and venue for legal action) are incorporated herein and will apply to each party's rights and obligations under this Agreement.

**ATTACHMENT 1**

**Genesys Contracting Entity**

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