GENESYS CLOUD SERVICES TRIAL AGREEMENT

This Genesys Cloud Services Trial Agreement (the **"Agreement"**) contains the terms and conditions that govern your access to and use of Genesys Cloud CX2, as described at https://www.genesys.com/pricing (**"Cloud Services"**), on a trial basis free of charge, and constitutes an agreement between the applicable Genesys contracting entity identified in the table located at https://library.genesys.com/m/123731202d01669c/original/Governing-contract-references-in-service-order_EN.pdf (**"Genesys"**), based on the country associated with your account, and you or the entity you represent (**"Customer"**). This Agreement takes effect when you click an **"I Accept"** button or check box presented with these terms or, if earlier, when you use any of the Cloud Services on a trial basis (the **"Effective Date"**). You represent to Genesys that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

1. **Limited Grant of Rights**. Subject to the terms of this Agreement, Genesys grants Customer a worldwide, non-transferable, non-sublicensable, non-exclusive, revocable, royalty-free right to access and use the Cloud Services and its associated documentation during the Trial Period, as defined under Section 8 (Term and Termination) below, without charge, solely for the purpose of evaluating the Cloud Services internally in a non-production environment and in accordance with the limitations and terms set forth in this Agreement and Schedule A (Use and Access Limitations). Genesys reserves all rights not expressly granted hereunder. This Agreement does not constitute a sale and the parties acknowledge that nothing in this Agreement obligates Customer to purchase the Cloud Services from Genesys. The software used to provide the Cloud Services is located on servers that are controlled by Amazon Web Services (**"AWS"**). Customer shall comply with the AWS Acceptable Use Policy found at https://aws.amazon.com/aup/, which is hereby incorporated into this Agreement by this reference. Customer acknowledges that, at the end of the Trial Period, the Cloud Services will be deactivated, and Genesys will remove Customer's access to it, unless Customer requests continued use of the Cloud Services and signs a separate agreement with Genesys governing such use.

2. **Use Restrictions**. Customer will not, and will not permit or authorize any third party to,: (a) sell, rent, lease, sublicense or otherwise make the Cloud Services or associated documentation 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 Cloud Services or associated documentation; (c) copy any feature, design or graphic in, or disassemble, reverse engineer or decompile, the Cloud Services or associated documentation; (d) access or use the Genesys Cloud Services or associated documentation to compete with Genesys or to assist anyone else to compete with Genesys; (e) remove or modify any proprietary markings or restrictive legends placed on the Genesys Cloud Services or associated documentation; (f) take any action that jeopardizes Genesys' rights or the rights of Genesys' business partners, licensors or suppliers in the Cloud Services or associated documentation; (g) violate any applicable laws; (h) use the Cloud Services or associated documentation 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 through the Cloud Services; (k) perform unauthorized penetration testing or vulnerability scans; (l) damage, disable, overburden or impair the Cloud Services, associated documentation or a third party's use thereof; or (m) transmit Customer's data or Customer's customers data, including any data containing personally identifiable information or personal health information, through the Cloud Services. Customer is responsible for use and access of the Cloud Services and associated documentation by its affiliates, personnel and third-party service providers, and for ensuring their compliance with this Agreement. Customer will be liable for their acts and omissions to the extent Customer would be liable if it were Customer's act or omission.

3. **Definite Agreement**. If Customer uses or accesses the Cloud Services after the Trial Period or outside the limitations outlined in this Agreement and Schedule A (Use and Access Limitations), then such use and access will be subject to the (i) standard fees and charges as established in Genesys' price list or otherwise agreed in writing by the parties, and (ii) Genesys Cloud Services terms and conditions located at https://help.mypurecloud.com/articles/global-genesys-cloud-service-terms-and-conditions/, provided that if Customer has an existing agreement in place with Genesys governing Customer's use of the Cloud Services, the terms and conditions of such agreement shall apply and supersede the online terms.

4. **Disclaimer of Warranties**. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE CLOUD SERVICES IS AT CUSTOMER'S SOLE RISK. THE CLOUD SERVICES, AND ANY OTHER MATERIALS OR SERVICES SUPPLIED UNDER THIS AGREEMENT, ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. GENESYS AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NON-INFRINGEMENT, SECURITY, QUIET ENJOYMENT AND FITNESS FOR A PARTICULAR PURPOSE. GENESYS DOES NOT WARRANT THAT THE USE OF THE CLOUD SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT GENESYS 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.

5. **Disclaimer of Liability**. THE CLOUD SERVICES AND ANY OTHER MATERIALS PROVIDED IN RELATION THEREOF ARE BEING PROVIDED FREE OF CHARGE AND, THEREFORE, GENESYS AND ITS LICENSORS AND SUPPLIERS SHALL NOT BE LIABLE UNDER ANY THEORY FOR ANY DAMAGES SUFFERED BY CUSTOMER OR ANY USER ARISING OUT OF OR RELATED TO THE CLOUD SERVICES OR ANY OTHER SERVICES PROVIDED BY GENESYS UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL GENESYS BE LIABLE FOR ANY INCIDENTAL, DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. 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. CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT REPRESENTS A FAIR ALLOCATION OF RISK AND LIABILITY FOR BOTH PARTIES, BASED ON CUSTOMER'S RIGHT TO ACCESS THE CLOUD SERVICES FOR FREE.

6. **Proprietary Rights**. Genesys (along with its licensors and suppliers) retains all rights, title and interest in and to the Cloud Services and any other materials, services or deliverables provided hereunder, including all patent rights, copyrights, trademarks, trade secrets, and intellectual property rights. Customer 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 moral rights, title and interest in and to any report, feedback or other information provided by Customer to Genesys hereunder or acquired by Genesys through Customer's use of the Cloud Services. Customer shall have only those rights in and to the Cloud Services expressly granted to Customer pursuant to this Agreement.

7. **Confidential Information**

(a)   "Confidential Information" means all information and materials disclosed by the disclosing party (**"Discloser"**) to the receiving party (**"Recipient"**), whether in writing, oral, graphic, electronic or any other form, that is marked as confidential, or, if not so marked, that is identified as confidential at the time of such disclosure, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the Cloud Services, the terms of this Agreement, any trade secrets, know-how, inventions (whether or not patentable), techniques, processes, programs, ideas, algorithms, formulas, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and functional specifications, product requirements, problem reports, performance information, software documents, and other technical, business, product, marketing and financial information, plans and data.

(b)   Recipient shall hold all Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party, other than to its employees or agents who need to know such information to perform Recipient's obligations or exercise Recipient's rights hereunder and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use any Confidential Information for the benefit of itself or any third party or for any purpose other than the performance of Recipient's obligations or exercise of Recipient's rights hereunder. Recipient shall take the same degree of care that it uses to protect its own confidential information and materials of similar nature and importance, but in no event less than reasonable care, to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Confidential Information. Recipient shall not make any copies of the Confidential Information except as necessary to perform its obligations or exercise its rights hereunder, unless otherwise authorized in writing in advance by Discloser.

(c)   The foregoing restrictions on disclosure and use shall not apply with respect to any Confidential Information which the Recipient reasonably demonstrates: (i) was or becomes publicly known through no act or omission of Recipient, (ii) was known by Recipient before receipt from Discloser, or (iii) becomes known to Recipient without confidentiality restrictions from a third party who does not owe a duty of confidentiality to Discloser with respect to such Confidential Information. In addition to the foregoing, Recipient may disclose Confidential Information to the extent it is (A) authorized by Discloser in writing, or (B) legally compelled to disclose such Confidential Information, provided that Recipient shall (1) promptly notify Discloser of the notice compelling disclosure, (2) reasonably cooperate with Discloser in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information, (3) reproduce any confidentiality markings appearing on the Confidential Information, (4) only furnish the portion of the Confidential Information that it is required to disclose, and (5) use reasonable efforts to obtain reliable assurances that the disclosed Confidential Information shall be treated confidentially. Notwithstanding any such compelled disclosure by the Recipient, such compelled disclosure shall not otherwise affect the Recipient's obligations hereunder with respect to Confidential Information so disclosed.

(d)   Recipient acknowledges and agrees that due to the unique nature of Discloser's Confidential Information, there may be no adequate remedy at law to compensate Discloser for a breach of the confidentiality obligations under this Section and that any such breach may result in irreparable harm to Discloser that would be difficult to measure, and therefore upon any such breach or threat thereof, Discloser shall be entitled to seek injunctive and other appropriate equitable relief without the necessity of proving actual damages, in addition to the remedies it may have at law or in equity.

8. **Term and Termination.** This Agreement begins on the Effective Date and, unless earlier terminated pursuant to this Section, will expire after 14 days thereafter (the **"Trial Period"**). Either party may terminate this Agreement at any time by delivering written notice of termination to the other party. Upon termination or expiration of this Agreement, Customer shall promptly (not to exceed 10 days) deliver to Genesys or destroy all copies of Genesys Confidential Information, including all extracts of the foregoing and all documents, notes and other materials relating to Customer's testing and evaluation of the Cloud Services, and shall furnish to Genesys within the same time period written confirmation that such delivery or destruction has been completed. Termination of this Agreement by either party shall not act as a waiver of any rights or as a release from liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with this Section. Termination of this Agreement by a party shall be without prejudice to any other right or remedy such party may have under this Agreement or applicable law.

9. **Customer Data.**

9.1 **Customer Data.** Under this Agreement, Customer should only upload dummy data to the Cloud Services and not real Customer data or Customer's customers data. To the extent Customer enters any real Customer data or Customer's customers data into the Cloud Services, Customer represents and warrants that it has obtained all consents necessary for Genesys to collect, access, process, store, transmit, and otherwise use such data in accordance with this Agreement and applicable law and Customer shall have sole responsibility to comply with all the requirements of accuracy, integrity, quality, legality, and intellectual property ownership or right to use such data. Genesys expressly disclaims any duty to review or determine the legality, accuracy or completeness of Customer data and shall not be responsible or liable for the deletion, correction, destruction, damage, or loss of Customer data. Genesys' use of Customer data shall be limited to providing the trial services to the Customer under the terms of this Agreement. Customer agrees and acknowledges that (i) Genesys is not obligated to retain any Customer data after termination or expiration of the Trial Period, and (ii) Genesys will delete Customer data after the end of the Trial Period, without further obligation or liability to the Customer.

9.5 **Service Improvements.** Genesys may collect and use data and information related to the performance and Customer's operation and use of the Cloud Services to create statistical analyses and conduct benchmarking, research, surveys, development and other similar activities (**"Service Improvements"**). Genesys retains all intellectual property rights in Service Improvements and may make them publicly available.

10. <u>General Provisions</u>

(a) <u>**Governing Law**</u>. This Agreement shall be governed by the applicable governing law listed at https://www.genesys.com/company/legal-docs/governing-law-jurisdiction-and-notices based on Customer's main domicile, without reference to conflicts of law provisions. The parties irrevocably agree to submit to the personal and exclusive jurisdiction of the respective courts set forth therein and that the applicable venue is proper and convenient. A judgment or order by a court having proper jurisdiction against a party may be enforced in any court having jurisdiction over such party or its assets. The prevailing party in any final judgment, or the non-dismissing party in the event of a voluntary dismissal by the party instituting a legal action, including an action for injunctive relief, arising out of or relating to this Agreement, shall be entitled to the full amount of all reasonable expenses, including court costs and actual attorneys' fees paid or incurred in good faith.

(b) <u>**Assignment**</u>. This Agreement may not be assigned by Customer, in whole or in part, whether voluntarily, by operation of law or otherwise, without the prior written consent of Genesys. Subject to the preceding sentence, the rights and liabilities of the parties hereto shall inure to the benefit of their respective assignees and successors and are binding on the parties and their successors and assigns. Any attempted assignment other than in accordance with this Section shall be null and void.

(c) <u>**Relationship of the Parties**</u>. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. Neither party has any authority of any kind to bind the other party in any respect whatsoever, and the relationship of the parties is, and at all times shall continue to be, that of independent contractors.

(d) <u>**Notices**</u>. All notices under this 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 business day following the date on which it is mailed); or (d) 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). Notices to Customer shall be sent to the address associated with Customer's account. Notices to Genesys shall be sent to the address listed for the applicable Genesys contracting entity identified in the preamble of this Agreement.

(e) <u>**Waiver**</u>. The waiver by either party of a breach or a default of any provision of this Agreement shall be in writing and shall not be construed as a waiver of any subsequent breach or default under this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

(g) <u>**Complete Agreement**</u>. This Agreement constitutes the entire agreement between Customer and Genesys with respect to the use and access of the Cloud Services for evaluation purposes only and supersedes all prior or contemporaneous discussions, proposals, negotiations, conditions, agreements and communications, whether oral or written, between the parties relating to the subject matter of this Agreement and all past courses of dealing or industry custom. No amendment to or modification of this Agreement will be binding unless in writing and signed by each party.

Schedule A

Use and Access Limitations

Under this Agreement, Customer has the right to use and access the Cloud Services with the following limitations:

a) Customer can have up to a total of 10 simultaneously configured users.

b) Customer can configure up to 3 OAuth client credentials.

c) Call duration can be no longer than 2 minutes.

d) Customer cannot make outbound calls.

e) Customer can make 2 free purchases of regional, local, and DID numbers.

f) Customer cannot port numbers.

g) Customer cannot store any files in content management.

h) Customer can configure 1 US long code for SMS.

i) No SMS short codes are allowed.

j) Customer can send and receive up to 100 third-party, open, or digital messages.

k) Customer can have up to 50 social conversations during the Trial Period, but web messaging is excluded from this limit and is unlimited.

l) Customer can send up to 100 outbound agent emails during the Trial Period.

m) Customer can configure up to 2 email domains.

n) Customer can have up to 200 chatbot conversations during the Trial Period.

o) Bring Your Own Carrier (BYOC) is disabled.

p) Outbound email campaigns are disabled.

q) WhatsApp is disabled.

r) Customer can have only two trials active per email address domain. Before creating a third trial for a given email address domain, 90 days must have elapsed since the last trial ended.

s) There can only be one trial active per SMS-validated phone number. Before creating a third trial for a given SMS-validated phone number, 90 days must have elapsed since the last trial ended.