

BETA FEATURE AGREEMENT

This Beta Feature Agreement (the “**Agreement**”) contains the terms and conditions that govern your access to and use of the applicable beta feature(s), and related documentation, materials, and information, that have not been made generally available to other customers, listed at <https://developer.genesys.cloud/platform/preview-apis> (each, a “**Beta Feature**”), on a trial basis. This constitutes an agreement by and 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 Customer clicks an “**I Accept**” button or check box presented with these terms or, if earlier, when Customer uses any of the Beta Features 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) and that, if you are entering into this Agreement on behalf of a legal entity, such as the company you work for, you have the legal authority to bind that entity to the terms and conditions of this Agreement.

1. **Limited Grant of Rights.**

- 1.1 Subject to the terms and conditions of this Agreement, Genesys hereby grants to Customer, during the Evaluation Term (as defined in Section 8), a nonexclusive, non-transferable, revocable, limited license to access and use the Beta Feature internally in a production or non-production environment, solely for Customer’s evaluation and testing purposes. Genesys reserves the right to terminate this Agreement at any time, with or without cause, by delivering written notice of termination to the Customer. This license does not constitute a sale of the Beta Feature. Both parties acknowledge that nothing in this Agreement obligates Customer to purchase the Beta Feature from Genesys or enter into any further agreements with Genesys. Where applicable, if, at the end of the Evaluation Term, Customer wishes to license the Beta Feature, the parties shall enter into a separate agreement.
- 1.2 The Beta Feature should only be used by the employees and contractors of Customer and Customer’s affiliates authorized by Customer (collectively, “**Authorized Users**”). Customer shall not and shall not permit, or authorize any third party to: (i) copy any or all portions of the Beta Feature; (ii) decompile, reverse engineer, disassemble, modify, loan, distribute, rent, sell, sublicense, assign, lease, or otherwise transfer, attempt to derive the source code of, or create derivative works of, the Beta Feature; (iii) use the Beta Feature for any of the following: to store, process, or transmit material that is tortious or in violation of law; to transmit malicious code; or to provide the Beta Feature to third parties, including, by resale, license, lend, or lease. Customer will use commercially reasonable efforts to prevent and block any prohibited use by Customer’s Authorized Users and is responsible for compliance with this Agreement by its Authorized Users.
- 1.3 Customer acknowledges that Genesys has no express or implied obligation to announce or make available a commercial version of the Beta Feature to anyone in the future and that, if a commercial version is made available, it may have functionality that is different from that found in the Beta Feature licensed hereunder.

2. Feedback and Beta Feature Data. The purpose of this Agreement is for the testing and evaluation of the Beta Feature. In furtherance of this purpose, Customer shall provide feedback to Genesys concerning the functionality and performance of the Beta Feature from time to time as reasonably requested, including identifying potential errors, improvements, modifications, bug fixes, or enhancements (“**Feedback**”). Feedback and other information, including data collected or processed by the Beta Feature which is provided by Customer, either directly or through use of the Beta Feature, to Genesys in connection with the Beta

Feature or this Agreement may be used by Genesys to improve or enhance its products and, accordingly, Customer grants Genesys a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit such Feedback and such data and information without restriction. Feedback shall be considered Genesys Confidential Information. Customer shall not disclose any information regarding its evaluation of the Beta Feature to third parties.

3. Infrastructure and Backend Services.

3.1 Customer is solely responsible for acquiring, deploying, and maintaining currently supported versions of prerequisite Infrastructure software and Backend Services required to operate Beta Feature in accordance with the documentation. “Infrastructure Software” means software and/or services provided by Customer that are required to operate, monitor, manage, support, and deploy Beta Feature. Backend Services” means a service or services provided by Customer acting as middleware providing connectivity from Customer’s platform to third-party cloud-based services via application programming interfaces (APIs).

3.2 Genesys does not provide maintenance or technical support for prerequisite Infrastructure Software and/or Backend Services. Obtaining maintenance or technical support for prerequisite Infrastructure Software and/or Backend Services is Customer’s responsibility.

4. **Warranty Disclaimer.** CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE BETA FEATURE IS AT CUSTOMER’S SOLE RISK. THE BETA FEATURE IS 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, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. GENESYS DOES NOT WARRANT THAT THE USE OF THE BETA FEATURE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY GENESYS SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. CUSTOMER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER.

5. **Liability Disclaimer.** EXCEPT AS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL GENESYS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING ANY LIABILITY THAT STEMS FROM ANY USE OF THE BETA FEATURE AND/OR GENESYS’ PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, EVEN IF GENESYS HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL GENESYS’ TOTAL LIABILITY TO CUSTOMER FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6. **Proprietary Rights.** Genesys retains all rights, title and interest, including without limitation, all patent rights, copyrights, trademarks and trade secrets, in and to its Proprietary Information (as defined below). 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 without limitation, moral rights), title and interest in and to any report, feedback or other information concerning the Beta Feature provided by Customer to Genesys hereunder. Customer shall have only those rights in or to the Beta Feature expressly granted to Customer pursuant to this Agreement.

7. Non-Disclosure Obligations.

7.1 “Proprietary Information” means all information and material disclosed by the disclosing party (“Discloser”)

to the receiving party (“Recipient”) (whether in writing, or in oral, graphic, electronic or any other form) that is marked as (or provided under circumstances reasonably indicating it is) confidential or proprietary, or if disclosed orally or in other intangible form or in any form that is not so marked, that is identified as confidential at the time of such disclosure. Proprietary Information, includes without limitation, the Beta Feature, the provisions of this Agreement and 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 function specifications, product requirements, problem reports, performance information, software documents, and other technical, business, product, marketing and financial information, plans and data. Customer acknowledges and agrees that the Beta Feature embodies substantial creative efforts and constitutes and contains valuable trade secrets and confidential information of Genesys.

- 7.2 Recipient shall hold all Proprietary Information in strict confidence and shall not disclose any Proprietary 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 Proprietary 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 and proprietary 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 Proprietary Information. Recipient shall not make any copies of the Proprietary Information except as necessary to perform its obligations or exercise its rights hereunder, unless otherwise approved in writing in advance by Discloser.
- 7.3 The foregoing restrictions on disclosure and use shall not apply with respect to any Proprietary 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 confidential or proprietary restriction from a source other than Discloser that does not owe a duty of confidentiality to Discloser with respect to such Proprietary Information. In addition to the foregoing, Recipient may disclose Proprietary Information to the extent (A) approved by Discloser, or (B) Recipient is legally compelled to disclose such Proprietary 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 Proprietary Information, (3) reproduce any confidentiality or proprietary markings appearing on the Proprietary Information in the copies of such Proprietary Information, (4) only furnish the portion of the Proprietary Information that it is required to disclose, and (5) use reasonable efforts to obtain reliable assurances that the disclosed Proprietary 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 Proprietary Information so disclosed.
- 7.4 Recipient acknowledges and agrees that due to the unique nature of Discloser’s Proprietary Information, there may be no adequate remedy at law to compensate Discloser for breach of this Agreement and that any such breach may result in irreparable harm to Discloser that would be difficult to measure and that 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 whatever remedies it may have at law.

7.5 **Discussion Forums.** As part of the beta program, Customer may have the ability to participate in discussion forums provided by Genesys about the applicable Beta Feature and other Proprietary Information that Genesys may make available to Customer. For purposes of such discussion forums, Customer is allowed to discuss certain Genesys Proprietary Information received by Customer in connection with the Beta Feature with other participants of the same Beta Feature in the Genesys designated discussion forum for such Beta Feature, and only within this discussion forum. Except for the limited purpose of discussions with other Beta Feature participants within such forums, Customer acknowledges and agrees that this Agreement does not grant Customer the right to copy, reproduce, publish, blog, disclose, transmit, or otherwise disseminate any Genesys Proprietary Information.

8. **Term and Effect of Termination.**

8.1 The term of this Agreement will start on the Effective Date and continue until the earlier of: (i) written notice by Genesys of termination of this Agreement, or (ii) 90 days after the Effective Date, or (iii) the date the Beta Feature is made generally available by Genesys, in which case Genesys will provide prior written notice to Customer (“Evaluation Term”). Upon expiration or termination of this Agreement, Customer shall promptly (not to exceed 10 days) deliver to Genesys or destroy all copies of all Proprietary Information, including without limitation, all extracts of the foregoing and all documents, notes and other materials relating to Customer’s testing and evaluation of the Beta Feature, and shall furnish to Genesys within the same time period an affidavit signed by an authorized representative certifying that such delivery or destruction has been fully effected.

8.2 Any termination of this Agreement by either party shall not act as a waiver of any rights under this Agreement or as a release from any liability for breach of a party’s obligations hereunder. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its provisions, and termination of this Agreement by a party shall be without prejudice to any other right or remedy of such party under this Agreement or applicable law. The parties agree that those provisions that by their nature are intended to survive the termination or expiration of this Agreement shall survive such expiration or termination for any reason.

8.3 If Customer uses or accesses the Beta Feature after the Evaluation Term or outside the limitations outlined in this Agreement, 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) terms and conditions of the Genesys Cloud Services Agreement 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 Genesys Cloud as described at <https://www.genesys.com/genesys-cloud>, the terms and conditions of such agreement shall apply and supersede the online terms.

9. **Consent to Processing and Collection of Data.** Customer acknowledges that Genesys may monitor the Beta Feature, including general diagnostic and usage data, performance statistics, location information, subprocessors, and security controls. By installing or using the Beta Feature, Customer acknowledges and agrees that Genesys and its affiliates and agents have Customer’s permission, and the permission of each Authorized User, to collect all such information and use it for diagnostic purposes, to improve its products and services, and share it with third parties. Genesys does not warrant that the Beta Feature conforms with any specific regulation, standard or certification, including but not limited to any security, privacy or HIPAA related obligations in any of Customer’s other agreement(s) with Genesys. It is Customer’s responsibility to ensure that the use of the Beta Feature conforms with all applicable laws, regulations, standards or certifications, including all applicable privacy and data collection laws and regulations with respect to any use or collection of data and information through the use of the Beta Feature.

10. **Fees.** The Beta Feature is provided free of charge. However, Customer may incur usage charges for generally

available features or third party-products that are sold or licensed separately and that may integrate or interoperate with the Beta Feature. Customer agrees to pay Genesys for such charges within 30 days of the invoice date.

11. General Provisions.

- 11.1 **Export Controls.** Customer agrees that it will not export or re-export any of the Beta Feature or Proprietary Information received from Genesys, except as authorized by United States law and the laws of the jurisdiction in which the Beta Feature was obtained. In particular, but without limitation, the Beta Feature may not be exported or re-exported (a) into any U.S. embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List or any other restricted party lists. By using the Beta Feature, Customer represents and warrants that it is not located in any such country or on any such list. Customer also agrees that it will not use the Beta Feature for any purposes prohibited by law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. Further, Customer certifies that Customer will not transfer or export any product, process or service that is a direct product of the Beta Feature.
- 11.2 **Governing Law; Jurisdiction; Venue; Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws, and any dispute arising out of or relating to this Agreement shall be subject to the personal jurisdiction of and exclusive venue in the state and federal courts, listed at <https://www.genesys.com/company/legal-docs/governing-law-jurisdiction-and-notices>, based on Customer's domicile, without reference to conflicts of law provisions. If any legal action, including, without limitation, an action for injunctive relief, is brought arising out of or relating to this Agreement or the breach hereof, the prevailing party in any final judgment, or the non-dismissing party in the event of a voluntary dismissal by the party instituting the action, shall be entitled to the full amount of all reasonable expenses, including all court costs and actual attorney fees paid or incurred in good faith. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- 11.3 **Government End Users.** The Beta Feature and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items, and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.
- 11.4 **Severability.** If the application of any provision of this Agreement to any particular facts or circumstances is found to be invalid or unenforceable, then: (i) the validity and enforceability of such provision, as applied to any other particular facts or circumstances, and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby; and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
- 11.5 **Assignment.** This Agreement may not be assigned, in whole or part, whether voluntarily, by operation of law or otherwise, by Customer without the prior written consent of Genesys. Subject to the preceding sentence, the rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective assignees and successors and is binding on the parties and their successors and assigns. Any attempted assignment other than in accordance with this Section shall be null and void.

- 11.6 **Relationship of the Parties.** 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.
- 11.7 **Notices.** Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement, and shall be deemed to be properly given: (i) when delivered personally; (ii) when sent by facsimile, with written confirmation of receipt; (iii) 7 days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) t2 business days after deposit with a private industry express courier, with written confirmation of receipt (“Notices”). In the case of Genesys, Notices shall be sent to the address for the applicable Genesys entity as set forth at <https://www.genesys.com/company/legal-docs/governing-law-jurisdiction-and-notices>. Genesys will send Notices to Customer to the address associated with Customer’s account.
- 11.8 **Waiver.** The waiver by either party of a breach of or a default under 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.
- 11.9 **Complete Agreement.** This Agreement constitutes the entire agreement between Customer and Genesys with respect to the evaluation and use of the Beta Feature 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. Genesys reserves the right to modify the terms and conditions of this Agreement at any time without notice by publishing a revised version of the Agreement on Genesys web portal. Except as otherwise expressly stated herein, no amendment to or modification of this Agreement will be binding unless in writing and signed by each party.