LOCAL COUNTRY-SPECIFIC TERMS TO THE GENESYS CLOUD SERVICES AGREEMENT
AUSTRALIA SPECIFIC TERMS
v20231108

The following additional country or region-specific provisions will apply to Customer when accessing the Cloud Services from the referenced country or countries.

1. DEFINITIONS

Related Body Corporate: a related body corporate as that expression is defined in the Corporations Act 2001 (Cth).

3. RIGHTS AND LIMITATIONS OF USE

3.5   Emergency Services.

The Cloud Services permit calls to be made to Australian 000 services or other emergency services. Customer may be required to provide location information to emergency services. Genesys will comply with all applicable laws in relation to Australian emergency calls (for example, 000).

6. TAXES

6.3 GST

The Customer must pay the GST component of a valid tax invoice at the same time such payment for the Cloud Services under this Agreement is due.

7. WARRANTIES

7.5   Australian Consumer Law.

If Customer is a consumer for the purposes of the Competition and Consumer Act 2010 (Cth) (Australian Consumer Law), then Genesys' services come with guarantees that cannot be excluded under the Australian Consumer Law.

For major failures with the service, Customer is entitled to:

(a) cancel your service contract with Genesys; and

(b) a refund for the unused portion of the services, or to compensation for its reduced value.

Customer is also entitled to be compensated for any other reasonably foreseeable loss or damage.

If the failure does not amount to a major failure, Customer is entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel its service contract and obtain a refund for the unused portion of the services.

7.6   Non-excludable terms.

The limitations and exclusions under this Agreement apply to the extent permitted by law, including the Australian Consumer Law.

11. CUSTOMER DATA

11.4   Privacy Program.

Genesys will:

(a) keep secure, manage and protect Customer Data in the possession or control of Genesys from time to time in accordance with its privacy program and as applicable, the Privacy Act 1988 (Cth);

(b) take all reasonable technical and organizational measures (including encryption systems, anti-virus, security patches, updates, and upgrades) to avoid unauthorized or unlawful use, disclosure, accidental loss, destruction or damage of the Customer Data;

(c) only use the Customer Data for the purposes of performing its obligations under the Agreement or otherwise as instructed by Customer from time to time; and

(d) restrict access to the Customer Data to Genesys' personnel, authorised subcontractors or Related Bodies Corporate who have a need-to-know the Customer Data for the performance of Genesys' obligations under the Agreement.

13. CONTRACT TERMS FOR CONSUMERS AND SMALL BUSINESSES

13.1   Special provisions for small businesses and consumers.

If Customer is a consumer or a small business within the meaning of the Australian Consumer Law, then the following provisions apply.

13.2   Additional and replaced terms.

Add new terms as follows:

Introduction

To the extent of any inconsistency between this Agreement and the Country Specific Terms, the Country Specific Terms will prevail to the extent of that inconsistency.

All exclusions and limitations set out in this Agreement apply to the extent permitted by law, and are subject to any terms that cannot be excluded by law, any terms stated in the Country Specific Terms, and Customer's rights under the Australian Consumer Law.

Definitions

Uptime: is defined in the Genesys Cloud Service Level Agreement.

Replace clause 2.4 with the following:

2.4   **Updates**. Genesys reserves the right to update the terms incorporated into Sections 2.2 and 2.3 during the Subscription Term as Genesys deems appropriate. Such updates will become effective after upon posting, however, Genesys will endeavour to provide Customer prior notice of such changes where possible. If, however, such a change results in the non-trivial degradation of the functionality of the Cloud Services, the level of support for the Cloud Services, or protection of Customer Data and no workaround has been provided by Genesys, then Customer may terminate any affected Services Order and/or SOW by providing Genesys with written notice within 30 days from publication of such change, upon which Genesys will refund any pre-paid, unused fees to the Customer.

New clause 2.6 with the following:

8.5   **Service Credits**. Notwithstanding any other provision of this Agreement, the Customer will be entitled to service credits should the Uptime of the Cloud Services fall below the thresholds detailed in the Genesys Cloud Service Level Agreement. The amount of service credits the Customer is entitled to for any such failure is specified in the Genesys Cloud Service Level Agreement. The Customer must claim any applicable service credits in accordance with the terms of, and within the time period, or reasonable period thereafter, specified in, the Genesys Cloud Service Level Agreement.

Replace clause 5.1 with the following:

5.1   **Payment**. Genesys will invoice Customer in advance upon acceptance of the Services Order and/or SOW, either annually or in accordance with a different billing frequency stated in the Services Order and/or SOW, as applicable. During the Subscription Term identified in a Services Order, if actual usage exceeds the committed subscription fees for the applicable commitment period identified in the Services Order, Genesys will charge Customer

for such excess usage monthly in arrears, for each month the Customer exceeds such committed fees, at the subscription pricing listed therein. Any unused committed quantities during the applicable commitment period will be forfeited and will not carry over to the following months or years, as applicable. Unused committed quantities have no cash value. Unless the applicable Services Order or SOW provides for a different payment term, all payments are due within 30 days of the invoice date using one of Genesys' acceptable payment methods. Except as otherwise stated in this Agreement, and subject to any terms that cannot be excluded by law, any terms stated in the Country Specific Terms, and, in the case of Australia, Customer's rights under the Australian Consumer Law, any prepaid amounts are non-refundable, and Services Orders and SOWs are non-cancellable. Except as otherwise specified in the applicable Services Order or SOW, the fees do not include any taxes.

Replace clauses 10.1 and 10.2 with the following:

10.1 **Term**. The term of this Agreement will start on the Effective Date and continue until expiration of all outstanding Services Orders and SOWs issued hereunder ("Term"). For Cloud Services, the initial subscription period will be specified in the first Services Order agreed by the Customer ("Initial Subscription Term"), which, except as otherwise specified in the applicable Services Order, will automatically renew for the term outlined in the Services Order (each, a "Renewal Subscription Term"), unless either party notifies the other party in writing of its intent not to renew at least 45 days prior to the start date of the upcoming Renewal Subscription Term. Pricing for Renewal Subscription Terms is subject to change by provision by Genesys to the Customer with notice of the change at least 90 days prior to the start of that Renewal Term. The Initial Subscription Term, the Renewal Subscription Term, and the ramp period, if applicable, are herein collectively referred to as the Subscription Term.

10.2 **Suspension**. Genesys reserves the right to immediately suspend the Cloud Services, or a portion thereof, or reject or cancel the transmission of any information through the Cloud Services based upon (i) reasonable belief that the use of the Cloud Services is in violation of laws, or (ii) an imminent compromise to the security or integrity of the network. As practicable depending on the circumstances, Genesys will provide as much notice as is reasonably practicable of the suspension to Customer and lift the suspension as soon as practicable after the grounds for the suspension have been resolved. Subject to Section 5.3, Genesys may also suspend the Cloud Services for Customer's failure to pay any amounts when due after providing notice of the suspension at least 30 days in advance.

Replace clause 10.4.1 with the following:

10.4.1 **Parties' Obligations**. Upon the effective date of termination or expiration of this Agreement, all rights granted hereunder shall terminate and Customer must (i) stop using the Materials, and (ii) return or destroy from all computing and storage equipment all Genesys' Confidential Information in its possession or control, and all copies thereof, and verify such destruction or deletion by providing Genesys a statement signed by Customer's duly authorized representative. Within 30 days upon Customer's termination of this Agreement, a Services Order, or a SOW, , Genesys will refund Customer a pro rata portion of any prepaid but unused fees corresponding to, as applicable, (i) the remainder of the Subscription Term, or (ii) Professional Services not rendered to the Customer. If Genesys terminates this Agreement, a Services Order, or a SOW, as provided in Section 10.3, Customer will pay Genesys, within 30 days upon such termination, any charges incurred up to the effective date of termination and any fees payable under the applicable Services Order(s) or SOW(s) in effect at the time of termination.

Replace clause 12.1 with the following:

12.1 **Compliance with Applicable Laws**. Each party will comply with laws and regulations as applicable to such party, including all applicable anti-corruption and anti-bribery laws. Neither party will be responsible for the other party's compliance with the laws applicable to the other party. Each party represents and warrants that (i) neither it nor, in the case of Customer, any of the authorized users within Customer's organization, are on any government-issued list of restricted persons or entities, including the Consolidated List, Commerce Department Entity List, Denied Persons List or Unverified List, the Treasury Department Specially Designated Nationals and Blocked Persons List, and the State Department Debarred Parties List, and (ii) it will not export or re-export, directly or indirectly, any Materials or Confidential Information provided by the other party to any countries outside the United States except as permitted under the export control and sanctions laws and regulations of the United States and other countries that may prohibit or restrict access by certain persons or from certain countries or territories.

Replace clause 12.3 with the following:

12.3 **Assignment**. Neither party may assign, novate or otherwise deal with its rights or obligations under this Agreement, either in whole or in part, except (i) with respect to a sale of substantially all of its assets, merger or change in the party's ownership, (ii) to an Affiliate, or (iii) with the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, if Customer is acquired by, sells substantially all of its assets

to, or undergoes a change of control in favour of, a direct competitor of Genesys, then Genesys may terminate this Agreement upon written notice to Customer. The rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective permitted successors and assigns.

Replace clause 12.7 with the following:

12.7 **Force Majeure**. Except for payment obligations, neither party will be responsible for any delay or failure to comply with its obligations under this Agreement resulting from acts beyond the reasonable control of such party, including acts of God, denial of service attacks, strikes, lockouts, riots, war, terrorism, pandemics, fire, communication line failures, power failures, earthquakes or other disasters, natural or man-made (each a "Force Majeure Event"). Either party may, by written notice to the other, immediately terminate this Agreement if a Force Majeure Event substantially prevents or delays performance of this Agreement or the provision of the Cloud Services for a period in excess of 30 days, in which case Genesys will refund the Customer a pro rata portion of any prepaid but unused fees corresponding to the remainder of the Subscription Term.

Replace clause 12.11 with the following:

12.11 **Complete Agreement**. This Agreement constitutes the complete agreement between the parties and supersedes all prior agreements and representations, written or oral, concerning the subject matter hereof. Use of any purchase order or other document Customer provides in connection with this Agreement will be for administrative convenience only and all terms and conditions stated therein will be void and of no effect. Without prejudice to updates to terms in accordance with Section 2.4, this Agreement may not otherwise be modified or amended except in writing signed or executed by a duly authorized representative of each party. Except as expressly provided herein, each party acknowledges and agrees that it is not relying upon any other statements, representations, warranties, promises, assurances, the delivery of future functionality or features, or the like. This Section 12.11 does not purport to exclude a party's liability for prior false, misleading or deceptive statements or misrepresentations, whether oral or written.

New clause 12.12 with the following:

12.12 **Your right to seek advice and negotiate terms**.

Genesys encourages Customer to seek legal advice before entering this Agreement. If you would like to request changes to provisions of this Agreement, please contact your sales representative or customer service manager.