

## Addendum to the Genesys Cloud Services End User Agreement for the Genesys Pointillist Services

This Addendum to the Genesys Cloud Services End User Agreement (“Addendum”) incorporates by reference the Genesys Cloud Services End User Agreement (“Agreement”) between Customer and Supplier and collectively these agreements compose the terms and conditions for the Customer’s purchase of Genesys Pointillist Services. Any capitalized terms used in this Addendum which are not otherwise defined herein are as defined in the Agreement. For the avoidance of doubt and unless otherwise specified in this Addendum, any reference to “Genesys Cloud Services”, “Services” and “Cloud Services” in the body of the Agreement shall be taken to include Genesys Pointillist Services.

Except as amended herein, all other terms of the Agreement shall remain in full force and effect. The order of precedence is as follows: 1) this Genesys Pointillist Services Addendum, 2) Agreement, 3) Services Order, 4) Statement of Work.

### 1. DEFINITIONS

The following definition is added to the Agreement for the purposes of the Genesys Pointillist Services:

**Genesys Pointillist Services** or **Pointillist Services**: the Genesys software-as-a-service offering for customer journey analytics orchestration (including any related products and / or services offered by any Affiliates under this Agreement) as described in the then-current Documentation for Genesys Pointillist Services, and specifically excludes related professional services.

### 2. ACCESS RIGHTS TO, SUPPORT AND SECURITY OF THE CLOUD SERVICES

Section 2.1 of the Agreement is replaced with the below sections 2.1.1 and 2.1.2:

2.1.1 **License Grant.** Subject to the terms and conditions of this Agreement, and in consideration for the payment of fees set forth on the applicable Services Order, Supplier hereby grants to the Customer a non-exclusive, non-transferable license to access and use the Genesys Pointillist Services solely for the Customer’s internal business purposes and solely to monitor, view and use key interactions, trends and analyses of the Customer Data.

For Customers purchasing only Pointillist Services, Supplier will issue a single Genesys Cloud Communicate user license at a one-hundred percent (100%) discount. This license is granted to Customer in accordance with same terms as the Genesys Cloud Services End User Agreement. Any additional Genesys Cloud Communicate user licenses will incur a license fee and will be invoiced monthly in accordance with the applicable Services Order. The license grant for all Genesys Cloud Communicate user licenses is in accordance with Section 2 of the Agreement, and generally, in accordance with the terms of the Agreement rather than this Addendum.

2.1.2 **Volume Limitations.** The Customer acknowledges that access and use of the Genesys Pointillist Services is licensed to the Customer for use up to the number of Customer Data sources, Customer Data events, users, or other metric purchased by the Customer and set forth and described on the applicable Services Order (the “Volume Limitations”). In the event the Genesys Pointillist Services is used in excess of the Volume Limitations, then the Customer shall be obligated to pay Supplier for the number of Customer Data sources, Customer Data events, applicable Users, and/or other metric used in excess of such Volume Limitations either as amendment to Customer’s existing Services Order or upon renewal, as determined solely by Supplier. The Customer may also add licenses for additional users, Customer Data sources, Customer Data events, and other metrics by executing an amended Services Order at any time.

Section 2.3 of the Agreement is replaced with the below Section 2.3:

2.3 **Support and Security.** Supplier will provide support and security for the Pointillist Services in accordance with section 2.3 of the Agreement.

### 3. GENERAL

The following Section 10.12 is added to the Agreement as a new clause for the purposes of the Genesys Pointillist Services:

10.12 **FCRA.** For Customers in the United States, the materials or reports provided through, or available on, the Genesys Pointillist Services do not constitute “consumer reports”, as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) (“FCRA”). Accordingly, such materials or reports may not be used by Customer or its users in whole or in part as a factor in determining eligibility for credit, insurance, employment or for any other eligibility purpose that would qualify it as a consumer report under the FCRA.

The following Section 10.13 is added to the Agreement as a new clause for the purposes of the Genesys Pointillist Services:

10.13 **Genesys Data Connector.** If Customer uses Genesys Data Connector, as described at <https://library.genesys.com/m/79f284e789653ae4/original/Genesys-Cloud-to-Pointillist-Data-Connector-1.pdf>, Customer hereby instructs Supplier, or its licensor, Genesys, to access Customer Data, including interactions and personal information, for the purpose of transferring such data from the Cloud Services to the Pointillist Services. Customer will endeavor to remove personal information from such data before transferring it to the Pointillist Services and may request guidance from Supplier or its licensor, Genesys, on how to do so. Customer acknowledges and agrees that this data will be stored in the AWS Region used to host Customer's Pointillist Services. Support may access the data as described in the Agreement.