

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (together with all applicable Schedules and SOW(s) executed hereunder, the “**Agreement**”) constitutes a binding agreement by and between the applicable Genesys entity providing the Professional Services (“**Genesys**”) and the customer receiving such services (“**Customer**”), as set forth in the applicable Statement of Work. By executing a Statement of Work that references this Agreement, Customer accepts and agrees to the terms and conditions hereof.

1. **Definitions.** The following capitalized terms shall have the meanings set forth below:

Affiliate: an entity that is directly or indirectly controlled by or under common control with another entity, but only during the time that such control exists. An entity shall be deemed to have “control” over another entity if: (i) such entity directly or indirectly owns, controls or has power to vote at least 50% of the issued and outstanding voting stock or other equity interest of such entity; or (ii) such entity controls or has the power to control the management or operations of such entity, including by contract.

Confidential Information: any information, including technical data or know-how relating to discoveries, ideas, inventions, concepts, software, equipment, designs, drawings, specifications, techniques, processes, systems, models, data, source code, object code, documentation, diagrams, flow charts, research, development, business plans or opportunities, products, projects under consideration, procedures, finances, costs, prices, suppliers, vendors, customers or employees, which is disclosed by the disclosing party in connection with this Agreement, whether before, on or after the effective date of this Agreement, in writing, orally or by drawings or inspection of equipment or software, to the receiving party or any of its employees or designated agents. Confidential Information includes the terms of this Agreement. Confidential Information does not include information: (i) that is or becomes part of the public domain or is otherwise made available on an unrestricted basis to a third party without violation of this Agreement by the receiving party; (ii) that was known to or in the possession of the receiving party on a non-confidential basis prior to its disclosure, as evidenced by written records; (iii) information that was developed independently by or on behalf of the receiving party, without use of or reference to the Confidential Information; or (iv) information that is disclosed to the receiving party by a third party without violation of this Agreement.

Custom Application Support (“CAS”): Genesys’ break/fix support service to assist Customer with problem identification and resolution for customizations to the Genesys licensed products, Expert Applications and other custom software provided by Genesys or any of its selected partners in the context of a broader Genesys solution.

Customer: the entity entering into this Agreement with Genesys, as identified in the Statement of Work.

Deliverables: any tangible work product resulting from the Professional Services that are delivered or required to be delivered by Genesys to Customer pursuant to a Statement of Work.

Expenses: all reasonable out-of-pocket charges incurred by Genesys in connection with the rendering of Professional Services, including travel, meals, lodging, rental cars, hardware, software, consumables, and materials.

Expert Application: an off-the shelf software application or module developed by Genesys or one of its suppliers, which is not a standard, generally available Genesys licensed software and is provided to Customer as a Deliverable pursuant to a SOW.

Genesys: the contracting Genesys entity as specified in the Statement of Work.

Intellectual Property Rights: all rights throughout the world in any and all of the following: (i) patents, patent applications, patent disclosures and inventions (whether patentable or not); (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, Internet domain names and any registrations, or establishment through use, and applications for the registration thereof together with all of the goodwill associated therewith; (iii) copyrights and copyrightable works (including computer programs and mask works) and any registrations, or establishment through use, and applications for registration thereof; (iv) trade secrets, know-how and other proprietary information; (v) waivable or assignable moral rights or rights of publicity; and (vi) all other forms of intellectual property, such as data and databases, in each case, to the extent protectable under applicable law.

Professional Services or Services: consulting and professional services that Customer has ordered, and Genesys has agreed to provide, pursuant to a Statement of Work.

Statement of Work (“SOW”): a statement of work or any other similar ordering document mutually agreed and executed by the parties that (i) incorporates this Agreement by reference, (ii) describes the Professional Services to be provided, and (iii) includes additional details concerning specific requirements, assumptions, specifications, milestones and other terms applicable to such Professional Services.

2. Provision of Professional Services.

2.1 Genesys shall have no obligation under or in connection with this Agreement to provide services that are not specified in a SOW. Except to the extent specifically set forth in a SOW, Genesys shall have no obligation to provide maintenance or technical support services for any Deliverable(s) provided under this Agreement.

2.2 Customer shall cooperate fully with Genesys, in a timely fashion and at no charge, in Genesys’ provision of the Professional Services, including by (i) providing Genesys with access to Customer premises, systems, personnel, and information, and (ii) performing all tasks and providing all decisions, each as reasonably required for the performance of the Professional Services. Genesys shall not be liable for any delays caused in whole or in part by (A) any failure or delay on Customer’s part to comply with this Section or to otherwise fulfill its obligations with respect to a SOW; (B) inaccuracies in information provided by Customer; (C) Customer-requested changes; (D) changes in Customer personnel; or (E) other factors beyond the reasonable control of Genesys (collectively, “**Unforeseen Events**”). If Genesys determines that additional work on Genesys’ part will be required as a result of an Unforeseen Event, Genesys shall not be required to perform such additional work unless and until the parties have executed a written change order covering such additional work, except that if Genesys nevertheless performs such additional work, Customer shall pay Genesys for all such additional work at Genesys’ then-current rates for the types of services rendered.

2.3 Customer will appoint in writing a project manager to act as the primary contact person and focal point for all communications with Genesys pursuant to this Agreement. Customer will promptly inform Genesys of any change in the identity of such project manager. The project manager will have the power to make technical and project-level decisions within the scope of this Agreement that are binding on Customer.

2.4 Genesys reserves the right to determine, in its sole discretion, which of its personnel shall be assigned to perform the Professional Services, and to replace or reassign such personnel during the term of this Agreement. Genesys may use Affiliates, subcontractors and other third parties in the performance of the Professional Services, provided that no such use of Affiliates, subcontractors or other third parties shall relieve Genesys of its obligations under this Agreement.

3. **Customer's Restrictions.** Customer will not, and will not permit or authorize any third party to: (a) distribute, disclose, market, encumber, time-share, assign, sell, rent, lease, sublicense or otherwise make the Deliverables, products, Services, documentation, rights, or license provided to Customer during or related to the provision of Services (collectively, "**Materials**") 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 Materials; (c) copy the Materials, in whole or in part, or any feature, design or graphic placed on the Materials; (d) disassemble, reverse engineer or decompile the Materials; (e) access or use the Materials, or assist a third party to access or use the Materials, to compete with Genesys; (f) remove or modify any proprietary markings or restrictive legends placed on any Materials; (g) take any action that jeopardizes Genesys' rights or the rights of Genesys' business partners, licensors or suppliers in any Materials; (h) violate any laws; (i) use the Materials in a manner that is defamatory, harassing, infringing or otherwise causes damage or injury to any person or property; (j) transmit viruses or other deleterious code; or (k) damage, disable, overburden or impair the Materials or a third party's use of the Materials. Customer is responsible for its Affiliates' use of the Materials.

4. Fees and Payment.

4.1 Customer shall pay all fees and charges specified in a SOW in accordance with the payment terms specified therein. Unless otherwise specified in a SOW, Customer will be charged on a time and materials basis, at Genesys' standard rates current at the time of performance for the types of services rendered, and for any Expenses incurred by Genesys in connection with its performance of Professional Services. Customer shall pay all fees and charges within 30 days of the date of Genesys' invoice therefor. Customer acknowledges and agrees that all projections and estimates provided by Genesys with respect to the Professional Services and Deliverables, whether in the SOW or otherwise (collectively, "**Estimates**"), are non-binding, and that the actual fees and charges payable under this Agreement may exceed or otherwise differ from any Estimates. Genesys shall use reasonable efforts to inform Customer in the event Genesys determines that the fees or Expenses chargeable under this Agreement will exceed any Estimate. However, no failure on Genesys' part to so inform Customer shall relieve Customer of its payment obligations with respect to the relevant Professional Services.

4.2 Except as otherwise set forth in this Agreement, all payment obligations under a SOW are non-cancelable and amounts paid are non-refundable. Unless otherwise agreed in a SOW, Genesys will provide invoices electronically to Customer's email address specified in the SOW, and all amounts due shall be paid by Customer via ACH or wire transfer to the account designated by Genesys. If an invoicing portal is to be used, it must be specified in the applicable SOW. Customer shall not charge any fee to Genesys related to invoice processing and shall pay or reimburse Genesys for any such fee charged by any third party that Customer requires Genesys to use in connection with processing Genesys' invoices to Customer.

4.2 Customer shall be responsible for paying all taxes, levies, duties, or similar items, including any universal service fees, and value-added, sales, use or withholding taxes (collectively, "**Taxes**") associated with amounts payable hereunder, other than taxes on Genesys' net income. If applicable, Customer will provide to Genesys valid exemption documentation for each taxing jurisdiction prior to invoicing and shall promptly notify Genesys if Customer's exemption is revoked or modified. If Customer is required to withhold Taxes from amounts payable to Genesys, Customer shall timely remit it to the appropriate governmental authority in accordance with applicable laws and will promptly furnish Genesys with the official receipt of payment of such Taxes. Customer will not rely on Genesys to determine taxability and is ultimately responsible for assessing and paying any applicable Taxes.

4.3 If Customer disputes in good faith the amount of any invoice, Customer shall notify Genesys of the disputed amount and the reasons therefor no later than the date payment would otherwise be due and timely pay the undisputed portion of the invoice. The parties will attempt in good faith to resolve the dispute within 30 days after Genesys' receipt of Customer's timely notice of dispute (the "**Resolution Period**"), during which time withholding of the disputed amount will not be considered a material breach of this Agreement and no interest will accrue so long as Customer is cooperating diligently to resolve the dispute. Upon resolution of the dispute, Customer will pay any resolved amount promptly, but in any case within 10 days of mutual written agreement resolving the dispute. If the dispute is not resolved within the Resolution Period, each party will be entitled to pursue all available remedies. Subject to this Section, if Customer fails to make any payment required under this Agreement when due (i) Genesys may charge Customer interest at the rate of 1.5% per month (or the highest rate allowable by law, if less) from the date payment is due until paid. Customer shall bear any costs, including attorneys' fees, incurred by Genesys in collecting any amounts past due; and (ii) Genesys may suspend the Professional Services in whole or in part.

5. Warranties.

5.1 Each party represents and warrants to the other party that: (i) it has the full power and authority to enter into this Agreement and perform its obligations under this Agreement; and (ii) the execution, delivery and performance of this Agreement by it does not violate, conflict with, or constitute a default under any agreement or instrument to which it is a party or by which it is bound, except where such violation, conflict or default would not materially impair such party's performance of its obligations or the other party's enjoyment of its rights under this Agreement.

5.2 Genesys warrants to Customer that the Professional Services will be performed with reasonable care and skill and in accordance with the applicable professional standards and SOW. In the event of any nonconformance with such warranty, Customer will promptly notify Genesys of such nonconformance, after which Genesys will use commercially reasonable efforts to re-perform the nonconforming Professional Services.

If Genesys fails to do so within 30 days of such notice, then Customer may terminate the applicable SOW by providing written notice to Genesys and receive a refund of any fees paid to Genesys for the nonconforming Professional Services. The foregoing constitutes Customer's exclusive remedies, and Genesys' sole liability, in the event of any nonconformance with the warranty set forth in this Section or otherwise with respect to any other errors, defects or problems with the Professional Services or Deliverables.

5.3 EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, GENESYS IS PROVIDING THE PROFESSIONAL SERVICES AND DELIVERABLES "AS IS" AND DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS ON BEHALF OF ITSELF AND ITS BUSINESS PARTNERS, LICENSORS AND SERVICE PROVIDERS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL REPRESENTATIONS, INDEMNITIES, GUARANTEES, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT THERETO, INCLUDING THE WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY OR PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, QUIET ENJOYMENT OR COMPLETENESS. IN PARTICULAR, GENESYS DOES NOT WARRANT THAT ANY DELIVERABLES WILL MEET CUSTOMER'S EXPECTATIONS OR BE SECURE, ACCURATE, ERROR-FREE, OR OPERATE ON AN UNINTERRUPTED BASIS OR IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE OR SYSTEM. TO THE EXTENT ANY WARRANTY CANNOT BE SO DISCLAIMED AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

6. Indemnification.

6.1 Genesys Indemnification. Genesys will (i) defend, at Genesys' expense, any claim, demand, action, suit or other judicial proceeding asserted by a third party (each a "Claim") against Customer alleging that a Deliverable, as provided by Genesys hereunder, infringe a copyright, trademark or patent that is valid and enforceable in signatory countries to the Berne Convention of such third party, and (ii) indemnify Customer for any damages finally awarded against Customer with respect to, or payable in settlement of, any such Claim. In the event of any actual Claim of infringement or if Genesys has reason to believe that such a Claim may be brought, Genesys may at its option and sole expense: (A) obtain the rights necessary to extinguish or avoid the infringement, (B) replace or make modifications to the affected Deliverable to avoid the infringement, or (C) terminate Customer's license to the affected Deliverable and refund to Customer the fee paid for such Deliverable less an amount for depreciation determined on a straight-line 24-month (or actual term if shorter) depreciation basis with a commencement date as of the date of delivery of the Deliverable. THIS SECTION STATES CUSTOMER'S SOLE REMEDY AND GENESYS' ENTIRE LIABILITY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

6.2 Customer's Indemnification. Customer will (i) defend, at Customer's expense, any Claim against Genesys, its Affiliates or any of their respective employees or agents (A) related to any information, content, specifications or materials provided by or on behalf of Customer or its Affiliates for use in connection with the Professional Services, (B) that any of Customer's data, methods or processes of doing or conducting business infringe any third party's Intellectual Property Rights, or (C) related to the death, personal injury or damage to tangible personal property resulting from the willful misconduct or gross negligence of Customer's employees or representatives, and (ii) indemnify and hold harmless Genesys, its Affiliates and their respective employees and agents from and against any amounts awarded in a final judgment with respect to, or payable in settlement of, any such Claim.

6.3 Procedure. As a condition to the obligations of the indemnifying party under this Section, the indemnified party shall: (i) promptly notify the indemnifying party of any Claim, provided that delay in providing such notice shall not relieve the indemnifying party of any liability or obligations hereunder except to the extent the indemnifying party has been prejudiced by such delay; (ii) permit the indemnifying party to assume control of the defense and settlement of such Claim with counsel of its choosing, except that the indemnifying party may not agree to any settlement that does not unconditionally release the indemnified party without the indemnified party's prior written consent; and (iii) provide cooperation reasonably requested by the indemnifying party in investigating and defending such Claim, at the indemnifying party's expense, provided that the indemnified party shall not be entitled to compensation for the time spent by it or its employees in providing such cooperation. The indemnified party shall have the right to participate in (but not control) the defense of any such Claim, at its sole cost and expense, using counsel of its choosing.

6.4 Exclusions. Notwithstanding anything to the contrary contained herein, in no event shall Genesys have any defense or indemnification obligations to the extent a Claim arises from or relates to (i) information, content, specifications or materials provided by or on behalf of Customer or its Affiliates, including where Customer specified the form, content or functionality of the Materials alleged to be infringing; (ii) the combination, operation or use by Customer or its Affiliates of the Materials with other equipment, software, services, programs, hardware, or data; (iii) Customer's non-compliance with this Agreement or documentation provided by Genesys; (iv) Customer's use of the Materials after receipt of notice from Genesys to discontinue such use, including Customer's failure to use modifications provided by Genesys; (v) the development or use of any alteration, derivation, modification or customization of the Materials; (vi) Genesys' compliance with Customer's requests or instructions; or (vii) any matter for which Customer is obligated to defend or indemnify Genesys pursuant to Section 6.2.

7. Limitations of Liability.

7.1 Unlimited Liability. THE LIMITATIONS OF LIABILITY AND DAMAGE EXCLUSIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO LIABILITY FOR DAMAGES ARISING FROM: (I) EITHER PARTY'S WILLFUL OR INTENTIONAL BREACH OF SECTION 9 (CONFIDENTIALITY), OR (II) CUSTOMER'S BREACH OF SECTION 10 (PROPRIETARY RIGHTS) OR ITS PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

7.2 Liability Cap. SUBJECT TO SECTIONS 7.1 AND 7.3, EACH PARTY'S AGGREGATE LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL IN NO EVENT EXCEED THE TOTAL FEES ACTUALLY PAID BY CUSTOMER TO GENESYS UNDER THIS AGREEMENT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

7.3 Exclusion of Consequential Damages. SUBJECT TO SECTION 7.1, IN NO EVENT WILL EITHER PARTY (NOR ITS RESPECTIVE AFFILIATES OR, IN THE CASE OF GENESYS, ITS SUBCONTRACTORS AND SUPPLIERS) BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING LOSS OR CORRUPTION OF DATA, LOSS OF BUSINESS, PROFITS OR GOODWILL (INCLUDING PECUNIARY LOSSES ARISING FROM LOSS OF GOODWILL), LOSSES RELATED TO A DISRUPTION OR STOPPAGE IN CUSTOMER'S OPERATIONS, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE AND REGARDLESS OF THE LEGAL THEORY ASSERTED, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHERWISE, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

7.4 Risk Allocation. THE LIMITATIONS OF LIABILITY AND DAMAGE EXCLUSIONS CONTAINED IN THIS AGREEMENT WILL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS (OR LACK THEREOF) OF ANY REMEDIES PROVIDED HEREIN. THESE LIMITATIONS AND EXCLUSIONS ARE REFLECTED IN THE PRICING OF THE PROFESSIONAL SERVICES, REPRESENT AN AGREED ALLOCATION OF RISK BETWEEN THE PARTIES, AND CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT.

8. Term and Termination.

8.1 Term. The term of this Agreement shall commence upon execution of the relevant SOW and shall continue until the completion of all Professional Services thereunder.

8.2 Termination. Either party may terminate this Agreement, and Genesys may suspend the Professional Services in whole or in part, by providing notice if the other party (i) breaches any material term of this Agreement and fails to cure such breach within 30 days after receipt of such notice, or (ii) makes an assignment for the benefit of creditors, files a petition in bankruptcy, or becomes the subject of any court or administrative proceeding related to its liquidation or insolvency (whether voluntary or involuntary) that is not dismissed within 120 days. Any such termination or suspension shall be without limitation of any other right or remedy available to the terminating party.

8.3 Effects of Termination. Upon termination or expiration of this Agreement for any reason: (i) Customer shall pay all amounts that have accrued and are owed hereunder within 10 days following termination or expiration, (ii) if requested by a party, the other party shall promptly destroy or return to the requesting party, as directed, all of the requesting party's Confidential Information, and other materials of the requesting party in such other party's possession or control. Notwithstanding the foregoing, neither party shall be required to purge electronic backup media maintained in the ordinary course of business that may contain Confidential Information, and each party shall be entitled to retain one archival copy of any Confidential Information to the extent it has been advised in writing by counsel that such retention is required to comply with applicable law.

8.4 Survival. Any provision of this Agreement which, by its nature, would survive termination or expiration of this Agreement shall survive any such termination or expiration.

9. Confidentiality.

9.1 Each party that receives Confidential Information of the other party agrees that, unless the disclosing party gives its prior written authorization, it shall not: (i) use such Confidential Information other than for the purposes of this Agreement; or (ii) disclose such Confidential Information to any third party except those directors, officers, employees, subcontractors, consultants and agents of the receiving party who (i) are required to have such Confidential Information to carry out the purposes of this Agreement, and (ii) have signed a non-disclosure agreement or are otherwise bound by confidentiality obligations in substance similar to the provisions hereof. The receiving party shall prevent the unauthorized use, disclosure, dissemination or publication of such Confidential Information using at least the same degree of care that it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care.

9.2 The obligations of the parties under this Section shall not apply to the extent of any disclosure required pursuant to a duly authorized subpoena, court order, or government authority, provided that the receiving party has provided prompt notice and assistance to the disclosing party prior to such disclosure, so that such party may seek a protective order or other appropriate remedy to protect against disclosure.

9.3 Any breach of the confidentiality obligations set forth in this Section would constitute a material breach of this Agreement, which the breaching party acknowledges would cause irreparable harm to the non-breaching party, leaving it without an adequate remedy at law. As such, any such breach shall entitle the non-breaching party to seek injunctive relief without posting a bond or other security in connection therewith, in addition to all other remedies. The preceding sentence is not intended, nor shall it be construed, to limit a party's right to dispute the factual basis underlying any contention that it has committed any breach.

9.4 This Section will remain in effect during the term of this Agreement and for a period of 3 years following termination or expiration of this Agreement. In the event that the provisions of this Section are inconsistent with the provisions of any applicable non-disclosure (or comparable) agreement separately executed by the parties, then the terms of this Section shall govern with respect to Confidential Information disclosed in connection with the subject matter of this Agreement.

10. Proprietary Rights. As between the parties, all Intellectual Property Rights in and to the Deliverables shall remain the sole property of Genesys and its Affiliates and their respective business partners, licensors or suppliers, as applicable, and Customer shall acquire no right of ownership or use with respect thereto, except as expressly set forth in this Agreement. Subject to the terms of this Agreement, Genesys grants to Customer, effective upon Customer's timely payment in full of all fees and charges applicable thereto, a revocable, non-exclusive, non-transferable license to use the Deliverables only for Customer's internal business purposes during the term of Customer's license to the Genesys product or service associated with the Deliverables, subject to any additional usage limitations specified in the applicable SOW. If Customer provides or otherwise makes available to Genesys any software, data or other materials belonging to Customer in connection with this Agreement, then Genesys and its Affiliates and their respective employees and agents shall have the non-exclusive right and license to reproduce, modify and use the same in connection with the provision of the Professional Services.

11. Employee Non-Solicit. During the term of this Agreement and for 12 months thereafter, neither party shall, directly or indirectly, solicit for employment any employee of the other party that is or has been involved in the provision or receipt of the Professional Services, provided that general advertisements (and any discussions based upon responses thereto) shall not be deemed to be a breach of this Section.

12. Force Majeure. If either party is unable to perform any obligation (excluding any payment obligation) under this Agreement because of any matter beyond that party's reasonable control, such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, epidemic, industrial disputes (whether or not involving employees of either party), acts of local or central government or other competent authorities, hostile network attacks or other events beyond a party's reasonable control (each, a "**Force Majeure Event**"), that party will have no liability (including any obligation to issue refunds or credits) to the other for such failure to perform, provided, however, that such party shall resume performance promptly upon removal of the circumstances constituting the Force Majeure Event.

13. Compliance with Laws. Each party will comply with laws and regulations as applicable to such party, including all applicable anti-corruption and anti-bribery laws. Customer acknowledges and agrees that Customer is solely responsible for complying with laws and regulations applicable to Customer's business or industry, Customer's use of the Services and Materials, and the content provided by the Customer. In no event will Genesys be responsible for providing, implementing, configuring or coding the Services and Materials in a manner that complies with any laws that apply to Customer or liable for any claim or action arising from or related to Customer's failure to comply with such laws. Customer represents and warrants that (a) neither Customer nor any of Customer's users 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 (b) Customer will not export or re-export, directly or indirectly, any Services, Materials, or Confidential Information of any kind provided by Genesys 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 their access by certain persons or from certain countries or territories.

14. General Provisions.

14.1 No waiver or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party. Any forbearance or delay on the part of either party in enforcing any of its rights under this Agreement shall not be construed as a waiver of such right to enforce the same for such occurrence or any other occurrence.

14.2 This Agreement shall be governed by the respective governing law, and any dispute related to this Agreement shall be subject to the exclusive jurisdiction of the respective courts, listed at https://library.genesys.com/m/123731202d01669c/original/Governing-contract-references-in-service-order_EN.pdf, based on Customer's domicile, without reference to conflicts of law provisions. The parties agree to submit to the personal and exclusive jurisdiction of such courts and that venue therein is proper and convenient. The UN Convention for the International Sale of Goods shall not apply to this Agreement. Nothing contained in this Section shall prevent either party from seeking injunctive relief from any court of competent jurisdiction.

14.3 Customer shall not assign or otherwise transfer this Agreement or any right or license granted hereunder, including by operation of law, without the prior written consent of Genesys, in each case. Any attempt to do any of the foregoing without Genesys' prior written consent shall be a material breach of this Agreement and any assignment or purported assignment without such consent shall be null and void ab initio. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective permitted successors and assigns.

14.4 Unless otherwise specified in this Agreement, any notice required under this Agreement shall be sent in writing by certified mail (return receipt requested), overnight courier or personal delivery, to Genesys or to Customer at the addresses for notices set forth in the SOW or as changed from time to time by notice. As a condition to the effectiveness of any notice from Customer to Genesys, a copy of the notice must also be simultaneously sent in the same manner to the address for the applicable Genesys entity as set forth at <https://www.genesys.com/company/legal-docs/governing-law-jurisdiction-and-notices>. Notices shall be effective when received.

14.5 If any one or more of the provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, illegal or unenforceable provision(s) shall be replaced by a valid, legal and enforceable provision(s) that comes closest to the intent of the parties underlying the invalid, illegal or unenforceable provision(s).

14.6 This Agreement does not create or evidence a partnership, joint venture or any other fiduciary relationship between the parties. The parties are independent and each has sole authority and control of the manner of, and is responsible for, its performance of this Agreement. Neither party may create or incur any liability or obligation for or on behalf of the other party, except as described in this Agreement.

14.7 This Agreement constitutes the entire agreement between parties with regard to the subject matter hereof and supersedes any and all previous communications, whether oral or written, as well as any previous executed contract(s), memoranda of understanding and side letters between the parties with respect to such subject matter. Neither the course of conduct between the parties nor trade usage shall modify or alter this Agreement. In the event of a conflict between the terms and conditions of this Agreement and any of its Schedules, the terms and conditions of the applicable Schedule will prevail as it relates to the subject matter of such Schedule. In the event of a conflict between the terms of a SOW and this Agreement or its Schedules, this Agreement and its Schedules shall control and may be varied only to the extent the SOW expressly states that this Agreement or any of its Schedules is being amended thereby and identifies the particular provision(s) being amended. This Agreement may be executed in counterparts and delivered in PDF form or by other electronic image transmission, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

15. Additional Terms. Genesys' provision of certain, optional professional services are subject to additional terms, as set forth in the Schedules listed below:



Schedule A: Custom Application Support

Schedule B: Genesys Expert Application

Schedule C: Application Cloud Hosting Services

Schedule D: Technical Account Manager Services