



GENESYS CLOUD +

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1. GENERAL

- 1.1 **Service Definition.** Genesys Cloud + (Genesys) is a cloud-based omnichannel contact center platform that provides intelligent call routing and contact center capabilities. To utilize inbound and outbound voice capabilities, Customer must separately purchase voice and IP connectivity to Genesys from Verizon or a third-party provider (TPP).
- 1.2 **Standard Features.** Customer may confirm feature availability with Verizon after reviewing the following list of features: www.genesys.com/pricing/pricing-expanded#self-service. Features are grouped into levels (CX1, CX2 and CX3). Customer must select a single level for each logical deployment. Feature availability and usage allocation varies by level and is subject to change.
- 1.3 **Optional Features.** Customer may purchase additional features a la carte, independently of the level selected. Optional features and add-on applications may be available from a TPP. Support may be limited for applications provided by a TPP. Verizon may provide certain third-party integrations for the benefit of Customer and may require a separate Professional Services agreement. Customer is responsible for selecting and reviewing all add-on applications that are integrated into Genesys through AppFoundry.
- 1.4 **Customer Responsibilities**
 - 1.4.1 **Outbound Communications.** When Genesys is used for outbound communications, Customer is solely responsible for compliance with local requirements and regulations in each jurisdiction where its supervisors, agents or end users, as applicable, are located including but not limited to those regarding do not call lists, time restrictions for telemarketing calls, display of the legitimate number the customer is calling from, blocking spoofed calls, opt in/opt out obligations, anti-spam laws and content restrictions.



- 1.4.2 **Data Transfer.** Customer acknowledges and agrees that Customer Data may be transferred or stored outside the country where Customer and its end users are located, and Customer will comply with all applicable data transfer regulations in each country where Customer chooses to use Genesys. If Customer or end users provide credit card information to Genesys, then Customer retains responsibility for compliance with all applicable standards, including the Payment Card Industry Data Security Standards. The Federal Communications Commission (FCC) requires that Verizon, as the software platform provider, not transmit calls which will violate the Telephone Consumer Protection Act (TCPA).
- 1.4.3 **Call Recording and Monitoring.** Customer will (i) obtain the consent of call participants prior to recording a call, (ii) refrain from conditioning call continuation upon consent, (iii) provide the opportunity for call participants to not be recorded, (iv) allow for revocation of consent, (v) obtain the consent of its employees who will have their calls recorded, (vi) disclose the lawful purposes for the recording and only use the recording for such purposes, (vii) indicate third party involvement as required, and (viii) ensure each call recording is deleted within appropriate timeframes, in each case, unless specifically exempted or having no obligation under applicable law or regulation. Verizon is not responsible for managing or deleting Customer's call recordings. Customer warrants that it complies with all data privacy and protection obligations with respect to call recording and call monitoring, including without limitation where Customer chooses to record calls for the purpose of workforce performance monitoring or assessment (e.g., Customer will consult all European Works Councils for operation of Genesys for EU based Customer employees). Customer will ensure that recordings do not include any Personal Data (such as personal health information, bank account number, credit card number, or social security number) except as allowed or required by applicable law. Customer will indemnify and hold harmless Verizon from any claims related to a failure by Customer to fulfill its legal obligations regarding call recording and call monitoring.
- 1.4.4 **Account Security.** Customer will maintain reasonable and appropriate administrative, physical, and technical safeguards to provide security for its account ID, password, antivirus and firewall protections, and connectivity with Genesys.

2. SUPPLEMENTAL TERMS

- 2.1 **Disclaimer.** Verizon shall not be liable for (a) any choice by Customer relating to retention periods, access rights or use of any call recordings, (b) any content or information shared in Customer's call recordings or end-user communications, (c) any failure by Customer or its agents to use encryption, white noise or similar data protection tools that are offered by Verizon, (d) any act of a TPP that Customer selects to have delivered with Genesys, and (e) any failure by Customer to comply with applicable law, including without limitation the privacy regulations applicable to securing and protecting Personal Data. Verizon intends that Personal Data not be stored within Genesys, and Customer shall be solely responsible for preventing the retention of Personal Data in contravention of applicable law. To the extent Customer does store any Personal Data within Genesys (including "personally identifiable information" and "protected health information" as defined in applicable laws), Customer does so at its own risk.
- 2.2 **Third Party Terms.** Customer will abide by relevant terms for software and services used in conjunction with Genesys, including but not limited to, (i) the general terms of use located at www.genesys.com/company/legal/terms-of-use-bold, (ii) the applicable AppFoundry terms located at <https://appfoundry.genesys.com/filter/genesyscloud>, (iii) any feature-specific terms located at <http://help.mypurecloud.com> and (iv) any third-party terms related to data processing and to integrating any messaging tools. Customer shall comply, and shall require users to comply, with the Amazon Web Service (AWS) Acceptable Use Policy (AUP) found at <https://aws.amazon.com/aup/>. The Genesys



security and privacy policies which are applicable to the use of Genesys are located at <https://help.mypurecloud.com/articles/purecloud-security-compliance/> and the security controls for Genesys Virtual Agent Services powered by Google CCAI can be found at <https://cloud.google.com/security>. When set forth in an Order, Customer authorizes Genesys to enable the Google CCAI services in Customer's Genesys cloud environment. For Google Cloud Speech to Text and Google Cloud Text to Speech, Customer data is processed in real time by Alphabet, Inc, and not stored. This processing may take place in any Alphabet data center globally, based on server availability and Customer consents to such potential data transfers. Customer agrees to abide by Facebook terms and policies when using the Facebook Messenger integration with Genesys Cloud. Customers using WhatsApp Business Solution via Genesys agree to be in compliance with the WhatsApp Business Solution Terms at all times when accessing and using the WhatsApp Business Solution via Genesys. Continued access to the WhatsApp Business API and the Facebook Messenger platform is subject to approval and ongoing review. Where Customer places an Order for a third party service, Customer agrees to promptly review and accept the terms that are required in connection with such third party service. Compliance with applicable local requirements and regulations in each jurisdiction where third party services are used to access the Genesys Cloud platform is the responsibility of Customer and the provider of those services.

- 2.3 **Emergency Calling.** To comply with laws regarding emergency calls, Customer must first order and have provisioned a Genesys Cloud Voice direct inward dial (DID) number for (i) each user location and (ii) each nomadic line or softphone that is assigned to a user. A nomadic line or softphone can be used to make and receive voice calls at a location other than the registered location. Verizon will assist Customer to order and provision DID numbers as requested. A DID number is required to associate a location with a nomadic line or softphone, and each DID number must be associated with only one location at a time. A single DID number may cover one or more user lines at a single location. Customer is required to (a) manually input the initial registered location to associate with each DID number and (b) manually update any change in the registered location associated with a DID number. If a DID number is not properly configured, users will not be able to directly initiate 911 calls. If Customer does not manually associate a location with a DID number, the dispatchable location of a 911 caller will not be provided to the public safety answering point. In such circumstances, emergency services may be delayed or misrouted which could result in injury or death.
- 2.4 **Protected Health Information (U.S. Only).** Without having a Business Associate Agreement in place with Verizon, Customer will not use Genesys in a way that causes Verizon to create, receive, maintain, or transmit "protected health information" (PHI) that would make Verizon a "business associate" to Customer (as both terms are defined at 45 C.F.R. § 160.103). To the extent this prohibition is violated, Customer is fully responsible for the consequences. If Customer uses the call recording feature, then Customer will prohibit the discussion of PHI and delete any PHI references captured in a recording, to the extent required by applicable law.

2.5 **Geographic Restrictions (India Only).** ~~This clause applies to any use of Genesys Cloud in India.~~

~~2.5.1 **OSP Only Service.** Genesys Cloud may only be used by Customers~~Customer~~ and Customers'~~Customer's~~ Affiliates in India who are OSPs as described in the "Revised Guidelines for Other Service Providers (OSPs)" released by the Indian Department of Telecommunications (DoT) on 23 June 2021 as amended from time to time. Customer or Customer's Affiliates using Genesys Cloud in India must comply with all regulatory requirements applicable to OSPs.~~

~~2.5.2 **Additional Documentation.** Prior to the Activation Date, Customer will complete and sign, or will cause its Indian Affiliate (or other end user) using Genesys Cloud in India to complete and sign, the Inspection Pro Forma (Pro Forma) in the form found at the following URL: www.verizon.com/business/service_guide/reg/pro-formas.htm.~~

3. **SERVICE LEVEL AGREEMENT.** Verizon commits to maintaining the “Uptime” of Genesys as defined in <https://help.mypurecloud.com/articles/service-level-agreements/>. In order to receive service credits for any failure to satisfy this commitment, Customer must (a) notify the appropriate Verizon help desk and promptly open a trouble ticket and (b) make a claim in writing within 15 days of the end of the then current billing month. Customer acknowledges that Verizon may rely on a third-party calculation for a determination of whether the commitment has been met. When awarded, service credits are the sole and exclusive remedy available to Customer for any failure to meet the commitment.
4. **FINANCIAL TERMS.** Charges are in U.S. dollars and will be billed in the invoice currency. Customer will pay the Charges for Genesys specified in the Agreement and at the following URL: www.verizon.com/business/service_guide/reg/applicable_charges_toc.htm. Additional details on allocation amounts per level and pricing variability can be found at <https://help.mypurecloud.com>.
 - 4.1 **Billing Models.** Optional features will be billed consistent with the applicable Order. For standard features, Customer must choose one of the following billing models: (1) **Unique User** - Customer pays for each user that logs in during the month, (2) **Concurrent User** - Customer pays for the peak number of simultaneous users logged in during the month or (3) **Hourly User** - Customer pays by the hour for the total time users are logged in to the platform during the month (in each case, regardless of role or permissions). In each billing model, overage charges will be incurred for any usage in excess of the usage allocation that is aggregated from all users of the feature package selected by Customer.
 - 4.2 **Billing Frequency.** Customer has the option to choose between an annual plan and a monthly plan. With the annual plan, Verizon will (i) bill Customer in advance for twelve months of Charges, and (ii) bill Customer monthly for overage usage, as incurred. If Customer chooses the monthly plan, then Customer commits for a 12 month period but pays monthly, along with any overage usage or other Charges incurred. As set forth in the Order, Customer will pay the minimums during any ramp period and will pay the fully committed amount (for all licenses in the Order) upon notice of installation. Customer will refrain from terminating Genesys during any ramp period.
 - 4.3 **Orders Placed on the Genesys Portal.** Customer shall not use the Genesys Portal to alter any configuration or place any orders. If Customer triggers any order through the Genesys Portal, Customer is fully responsible for all Charges related to that order.
 - 4.4 **Applicable Minimums.** Customer must notify Verizon of the intent to terminate Genesys at least 60 days in advance of the end of the then current Service Commitment. If termination is not timely requested, then the Service Commitment will renew for an additional 12 months, and is subject to rate changes, although the billing model and billing frequency will remain the same. Even if Customer underutilizes the quantity of licenses available, Customer will still be billed for the quantity of licenses subscribed for in the Order. If Customer terminates the subscription for any license (including during any ramp or installation period), then Customer shall pay 100% of the Charges that would have been payable for such license during the remainder of the Service Commitment. Customer must fulfill all specified purchase obligations (whether described as a sub-minimum or another type of purchase commitment) within the time frames set forth in the Order, and Verizon has the right to bill Customer Charges for any shortfall arising from the failure to fulfill such purchase obligations within the required time frames.



5. **DEFINITIONS.** In addition to those identified in the Master Terms, the administrative charge definitions at the following URL apply: www.verizon.com/business/service_guide/reg/definitions_toc_2017DEC01.htm.